

**AGREEMENT FOR PROFESSIONAL  
CONSTRUCTION MANAGEMENT SERVICES  
WITH COASTLAND CIVIL ENGINEERING, LLP  
MILLS CANYON LANDSLIDE REPAIR, CITY PROJECT 86780**

**THIS AGREEMENT** is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the **CITY OF BURLINGAME**, a municipal corporation [hereinafter City], and **COASTLAND CIVIL ENGINEERING, LLP** engaged in providing **Professional Construction Management Services** herein called the “Consultant”, **as of the 9 day of May, 2024.**

**RECITALS**

- A. The City is considering conducting activities for consultant service to perform Construction Management Services for the Mills Canyon Landslide Repair, City Project No. 86780.
- B. The City desires to engage a professional consultant to provide construction management services because of Consultant’s experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

**AGREEMENTS**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Scope of Services. The Consultant shall provide professional construction management services, as detailed in “Scope of Services: of the attached Exhibit A of this agreement.
- 2. Time of Performance. The services of the Consultant are to commence upon the execution of this Agreement until December 31, 2024.
- 3. Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City

that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. **Consultant shall maintain a City of Burlingame business license.**

4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Consultant any exclusive right or priority to provide any or all of the services described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some of all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.
5. Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
6. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
7. Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing in Exhibit A attached hereto, including base work up to Ninety-Five Thousand, and Forty-Five Dollars (\$95,045.00) and approved additional as needed, not to exceed Three-Thousand, Nine-Hundred and Fifty-Five Dollars (\$3,955.00), for a total of Ninety-Nine Thousand Dollars (\$99,000.00). Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what

rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

8. Availability of Records. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.
9. Project Manager. The Project Manager for the Consultant for the work under this Agreement shall be Richard Holtz, Parks Superintendent.
10. Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Richard Holtz, Parks Superintendent  
Parks and Recreation Department  
City of Burlingame  
850 Burlingame Ave.  
Burlingame, CA 94010  
Ph. (650) 558-7333  
E-mail: rholtz@burlingame.org

To Consultant: Mike Janet, Principal  
Coastland Civil Engineering, LLP  
3478 Buskirk Ave, Ste. 1000  
Pleasant Hill, CA 94523  
Ph. (925) 233-5333  
E-mail: janet@coastlandcivil.com

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

12. Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent consultant and not an agent or employee of the City. As an independent consultant he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.
  
13. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
  
14. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
  
15. Insurance.
  - A. Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**B. General and Automobile Liability Policies:**

- i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the

professional liability insurance required for professional errors and omissions.

- ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
  - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
  - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII and authorized to do business in the State of California.
- F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates

and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

16. Indemnification. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.
17. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
18. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
19. Termination of Agreement. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

- 20. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
- 21. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date of 5/16/2024.

City of Burlingame

“Consultant”

By *Lisa K. Goldman*  
 Lisa K. Goldman  
 City Manager

*John Wanger*  
 Print Name: John wanger  
 Title: CEO/President

&

Approved as to form:

*Michael Guina*  
 Michael Guina, City Attorney

*Mike Janet*  
 Print Name: Mike Janet  
 Title: vice President

ATTEST:

*Meaghan Hassel-Shearer*  
 Meaghan Hassel-Shearer, City Clerk



# COASTLAND

# DCCM

April 26, 2024

Richard Holtz  
Parks Superintendent/City Arborist  
850 Burlingame Avenue  
Burlingame, CA 94010

Subject: Proposal for Construction Management and Inspection Services for the Mills Canyon  
Landslide Repair Project

Dear Mr. Holtz:

Coastland | DCCM is pleased to provide you with this letter proposal to provide Construction Management (CM) and Inspection services to the City of Burlingame, Parks and Recreation Division for the Mills Canyon Landslide Repair Project.

## PROJECT UNDERSTANDING

The work will consist of removing existing wooden wall, removing existing wooden steps, removing existing CMU wall, grading a temporary access road, installing a new retaining wall (CIDH piles and concrete grade beam), backfilling wall, installing a concrete valley gutter, restoring temporary road to existing condition, and hydroseeding hillside. We have included Kleinfelder Engineering in this proposal to provide additional special inspection services, materials testing and drilling observation.

Work shall be completed within 40 working days. The Engineer's Estimate for the project is approximately \$1,540,000.

## SCOPE OF WORK

Coastland | DCCM's overall approach to performing Construction Management and Inspection focuses on teaming with City forces to produce a high-quality, cost-effective project. Our Construction Manager and Inspector will keep the City informed regarding costs, changes, public relations, and construction progress. We will coordinate closely with the City and the property owners for the entire project duration. From the onset of the project, we will establish the lines of communication and decision-making roles with all project stakeholders. Based on our understanding of the project our scope of services is as follows:

### TASK 1 – PRE-CONSTRUCTION MEETING

Immediately following the Notice to Proceed, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting we will establish lines of communication and decision making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland | DCCM will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

**Fairfield**  
420 Executive Court North, Ste. G  
Fairfield, CA 94534  
Tel: 707.702.1961

procedures, payments, progress schedules, contract time, requests for information, and other applicable items. Coastland | DCCM will prepare and distribute meeting minutes to all parties.

Following the pre-construction meeting, Coastland | DCCM will continue to work with the City team, contractor, and Coastland | DCCM's design team to ensure that all project issues are addressed promptly and that the City's best interests are considered at all times.

#### TASK 2 – PRE-CONSTRUCTION SITE VISIT AND DOCUMENTATION

Coastland | DCCM will take pre-construction digital photos of the construction site with special attention given to sensitive areas including any private residences and businesses adjacent to the project. Documenting the site prior to construction will help mitigate possible disputes between the City, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

#### TASK 3 – PROJECT START-UP

Coastland | DCCM will assemble project files in accordance with the City's standard format. Coastland | DCCM utilizes a centralized system for document control to create, store, organize, track, and link all project information. Our digital record-keeping will ensure the constant flow of documentation to a form that quickly and easily identifies trends and critical issues and will help keep the project moving as it helps document the work.

#### TASK 4 - DAILY FIELD INSPECTIONS AND DOCUMENTATION

A critical aspect of our services is maintaining close communication with City staff to ensure scheduling goals are met. To help maintain close communication, Coastland | DCCM's inspector will be accessible to the City at all times at the project site and through the use of email and cellular phones. Coastland | DCCM's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, City standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland | DCCM will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on our CMIS (construction management software) web site and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next and will be submitted to the City at the close of the project.

Coastland | DCCM will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. Coastland | DCCM will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our inspector will review the Contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our Inspector's responsibilities include:

- Represent the City in ensuring that the terms of the construction contract are followed throughout the term of the project.
- Participate in regular meetings called by the Construction Manager.
- Protect the interest of the City.
- Daily inspection of the contractor's work for conformance to the contract documents, codes, regulations, and City standards.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to City requests.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Respond to calls from the public promptly and log any complaints in a timely manner.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

#### *Task 4a – Special Inspection and Materials Testing*

We are partnering with Kleinfelder will provide as needed special inspection and material testing. Kleinfelder will provide materials source inspection and testing, reinforcing steel inspection, concrete placement inspection, drilling observation of the CIDH piles, concrete compressive strength testing, and backfill compaction testing and inspection. These services will include testing per City of Burlingame and Caltrans frequency requirements including plant and field sampling and testing. Testing will be conducted in their Caltrans certified laboratory in Hayward and Sacramento Source inspection and Materials Testing to determine compliance with the project requirements, plans, and specifications.

#### **TASK 5 – PROGRESS MEETINGS**

Coastland | DCCM will conduct weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. We will work to foster honest, open communication at these weekly meetings which will help in timely resolution of any disputes and/or potential claims.

#### **TASK 6 – STATUS REPORTS AND DOCUMENTATION**

##### *Task 6a – Reports*

Complete and accurate record keeping will be an essential component of this project. We will ensure project documents and certified payroll are complete and correct sub-contractors are used. We will keep the City informed and document all construction issues with the following:

- Weekly Statement of Working Days
- Progress Meeting Minutes
- Field Directive Log
- Change order tracking
- Regular phone calls and e-mails

#### *Task 6b – Submittal Management*

Coastland | DCCM will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates. Submittals will be stamped, logged and distributed to the designer for complete review and approval. Submittals will be filed numerically and approved copies will be distributed to the City, project members, and the contractor.

#### *Task 6c – Requests for Information (RFI)*

Coastland | DCCM will receive and log all Requests for Information (RFIs) from the contractor, and forward the RFI to the designer. Coastland | DCCM will track the status of all RFI's by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

#### *Task 6d – Change Order Management*

In the event that a change order is required, Coastland | DCCM will negotiate the changes with the contractor and prepare documentation. All changes will be approved by the contractor, Coastland | DCCM and the City prior to starting work on the change. With the City's approval, Coastland | DCCM can negotiate with the contractor to produce the best construction method for the change at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate with them to ensure it is reviewed. A Change Order Log will be created that will show Change Order number, description, status, approved date, start and completion dates and cost.

### **TASK 7 – CONSTRUCTION MANAGEMENT**

Our goal is to ensure that construction and contract administration are performed in compliance with City requirements and standards, and the project plans and specifications. To accomplish this goal, our Construction Manager will manage the day-to-day construction activities with the contractor. He will be accessible to the City at all times. The Construction Manager will be responsible for keeping the City informed of the progress of the project, changes that may be needed, pay estimate input and releasing information to the public. In addition, our Construction Manager will complete all contract administration documentation in a timely, accurate and orderly fashion.

In summary, our Construction Manager's responsibilities include:

- Continuous communication and coordination with the contractor through regular progress meetings.
- Review and routing of project submittals and RFIs.
- Prepare project pay estimates and maintain records associated with the project's federal funding requirements.
- Accept work performed or, if work is rejected, work with contractor to correct construction errors.
- Prepare and approve Contract Change Orders.
- Provide claims management.
- Monitor permit and environmental compliance.
- Confirm labor compliance.
- Develop a project punch list and make recommendations for project acceptance.
- Prepare As-Built plans.
- Maintain an up-to-date construction file containing all records associated with the construction of the project.

### **TASK 8 – COST AND SCHEDULE MANAGEMENT**

Coastland | DCCM will continually review the construction progress and perform field measurements and quantity calculations. Each month, Coastland | DCCM will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the City. Coastland | DCCM

will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable, and will compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the City informed regularly.

Coastland | DCCM will review the contractor's construction schedule for accuracy, reasonableness, and will verify that it meets the project schedule, order of work, and contract requirements. Progress schedules will be reviewed weekly to ensure the contractor is meeting the critical dates. If the contractor fails to meet critical dates, it will immediately be brought to his attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. We will negotiate any time extensions for the contractor due to change orders, weather, or other delays. Coastland | DCCM will also maintain an as-built progress schedule.

#### TASK 9 – PUBLIC RELATIONS AND NOTIFICATIONS

Coastland | DCCM will ensure every effort is made to keep residents and businesses informed of construction progress and minimize disruptions due to limited access and excessive noise. Our Construction Manager will proactively meet with property owners prior to and during construction to address any concerns from those affected by the project.

We will monitor traffic control and flagging procedures to ensure construction proceeds smoothly and public impact is minimized. There may be traffic delays during peak traffic periods. Accordingly, we will keep all residents and businesses informed on construction status and impacts through the use of message boards and notification letters. Our Construction Manager will also make introductions to the affected properties and provide his 24-hour contact phone number as appropriate. Coastland | DCCM will ensure that Contractor provides advanced notice to residents and businesses, as required by the specifications, regarding roadwork and lane closures.

Coastland | DCCM will log and respond to questions and concerns from the public in a timely manner and will record the contractor's activities as they relate to public safety and public convenience.

Additionally, our inspector will accurately document pre-construction conditions with a photo log to verify the project area is restored to its original form following construction.

#### TASK 10 – POST-CONSTRUCTION MEETING

Following completion of the work, Coastland | DCCM will organize and conduct the post-construction meeting. The meeting will document all requirements necessary for final closeout and payment, and confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

#### TASK 11 – PROJECT CLOSEOUT

Coastland | DCCM will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, prepare and recommend final payment, and transmit all construction documentation to the City. At the completion of the project, we will provide the City with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and CD of digital photos
- As-built project schedule

## OPTIONAL TASKS

If requested by the City, conflict resolution & claim management can be added under an amendment on a Time & Materials basis.

## SCHEDULE

We understand that proper construction management is a priority for the City. The project duration is expected to be 40 days from the date of the Notice to Proceed.

## WORK ESTIMATE

Based on the Scope of Work outlined in our proposal, we have prepared two cost proposals as requested, Proposal 1 for Special Inspection and Materials Testing and Part Time CM and Inspection; and Proposal 2 for Special Inspection and Materials Testing and Full Time CM and Inspection services. Both proposals identify staffing rates, total hours and costs per task and direct expenses. Inspector rates are in compliance with current California General Prevailing Wage Rate Determinations.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount. Our proposals is based on a project duration of 40 working days and part-time and full time construction management as outlined in our work estimates. We propose to provide part time or full-time inspection at either 20 or 40 hours per week and estimate inspector overtime at 40 hours for typical overrun.

Our proposal also includes factors such as attending meetings, project closeout and vehicle costs. Based on these items, for Proposal 1 we estimate the not-to-exceed fee to be \$95,045. For Proposal 2 we estimate the not-to-exceed fee to be \$126,245 (see attached *Work Estimates*). If the contract time extends beyond 40 working days, or the scope or level of services change, our costs may also increase. Similarly, if the contract time is reduced, charges will decrease accordingly.

This estimate has been created to show the overall cost for comprehensive Construction Management and Inspection services on the project. We welcome the opportunity to speak with you regarding the scope of services. Please feel free to contact us if you have any questions or concerns regarding this estimate.

Coastland | DCCM maintains a current DIR registration number (1000927467, exp. 6/30/2026). We greatly appreciate the opportunity to serve the City of Burlingame. Please let me know if you have questions.

Sincerely,

COASTLAND CIVIL ENGINEERING, LLP



John Wanger, PE  
CEO



Mike Janet  
Construction Department Manager

COASTLAND   DCCM		WORK ESTIMATE							
Mills Canyon Landslide Repair Project			PROPOSAL 1 FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES			City of Burlingame Parks & Recreation Division			
TASK INFORMATION					HOURS AND COST INFORMATION				
Task No.	Task Information	Construction Manager/RE	Inspector	Inspector OT	Direct Costs	Total Hours	Total Costs	Comments	
		\$200	\$175	\$263					
1	Pre-Construction Meeting	4	4			8	\$1,500	Agendas / conduct meeting	
2	Site Visit & Documentation	4	6			10	\$1,850	Constructability Job walk / photos/Meet with City	
3	Project Start-Up	8				8	\$1,600	Assemble filing / CM program	
4	Daily Field Inspections & Documentation		40	40		80	\$17,520	Based on 40 working days of field work	
5	Progress Meetings & Coordination	32	32			64	\$12,000	Assume attendance @ 8 mtgs	
6	Status Reports & Documentation	8	16			24	\$4,400	Review progress/documentation	
6a	Reports	20				20	\$4,000	Status /Daily Updates to City	
6b	Submittal Management	10	10			20	\$3,750	Based on 10 Submittals	
6c	Requests For Information	10	10			20	\$3,750	Based on 10 RFI's	
6d	Change Order Management	10	5			15	\$2,875	Based on 5 change orders	
7	Construction Management	25				25	\$5,000	8 weeks at part time	
8	Cost and Schedule Management	6	6			12	\$2,250	Based on 3 monthly payments	
9	Public Relations & Notifications	8	12			20	\$3,700	Notices/meeting/coordination etc	
10	Utility Coordination	8	12			20	\$3,700	Coordination/spot inspection	
11	Post Construction Meeting	4	4			8	\$1,500	Walk through	
12	Special Inspection and Materials Testing				\$18,000		\$18,000	Kleinfelder	
13	Project Closeout	3	3			6	\$1,125	As-builts / files	
	Photographs & video				\$125		\$125		
	Vehicle/Equipment expenses				\$6,400		\$6,400	320 hours x \$20/hr= \$6,400	
	<b>Total Hours</b>	160	160	40		360			
	<b>Subtotal</b>	\$32,000	\$28,000	\$10,520	\$24,525		\$95,045		
	<b>Project Total</b>	\$32,000	\$28,000	\$10,520	\$24,525		\$95,045		

**NOTES: Coastland | DCCM reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.**

1 Based on 40 working days.  
 2 Based on part time on site inspection at 20 hours per week for one inspector, and 40 hours of overtime for inspection.  
 3 Based on part time construction management based on 20 hours per week.  
 3 Based on an estimated number of RFI's, change orders and submittals shown above.





## CITY OF BURLINGAME BUSINESS LICENSE TAX CERTIFICATE

Issue Date 07/01/2023

Expiration Date 06/30/2024

Account Number 20507396

Business Type ENGINEERING  
SERVICES

Owner's Name JOHN WANGER

COASTLAND CIVIL ENGINEERING, LLC  
1400 NEOTOMAS AVE  
SANTA ROSA, CA 95405-7575

PLEASE POST IN A CONSPICUOUS PLACE

NOT ASSIGNABLE OR TRANSFERABLE

For all inquiries regarding this license, contact the HdL Business Support Center at (650) 844-6689.

COASTLAND CIVIL ENGINEERING, LLC :

Thank you for your payment on your City of Burlingame Business License Tax. **ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: [Burlingame@hdlgov.com](mailto:Burlingame@hdlgov.com) or by telephone at: (650) 844-6689.

Keep this portion of your certificate separate in case you need a replacement for any lost, stolen, or destroyed certificate.

Note: This tax certificate is issued for revenue purposes only and is not a permit or approval to operate a business in violation of City, County, State, or Federal laws. Before conducting any business, the business owner should check with the City Building, Fire, Planning Departments and the County of San Mateo Health Department for limitations and requirements. This license is issued without verification that the license is subject to or exempt from licensing by the State of California or the County of San Mateo.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>.



BUSINESS SUPPORT CENTER  
8839 N CEDAR AVE #212  
FRESNO, CA 93720-1832



## City of Burlingame

### BUSINESS LICENSE TAX

COASTLAND CIVIL ENGINEERING, LLC  
1400 NEOTOMAS AVE  
SANTA ROSA, CA 95405-7575

License Number: 20507396

Date of Issue: 07/01/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	CONTACT NAME: <b>Nicole Anderson</b>
	PHONE (A/C, No, Ext): <b>800 499-0933</b> FAX (A/C, No): <b>866 577-1326</b> E-MAIL ADDRESS: <b>nicole.anderson@propelinsurance.com</b>
<b>INSURED</b> Coastland Civil Engineering LLP DCCM LLC 1400 Neotomas Ave Santa Rosa, CA 95405	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : American Guarantee and Liability Ins.Co <b>26247</b>
	INSURER B : Zurich American Insurance Company <b>16535</b>
	INSURER C : Evanston Insurance Company <b>35378</b>
	INSURER D :
	INSURER E :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>GLO872027300</b>	<b>06/30/2023</b>	<b>06/30/2024</b>	EACH OCCURRENCE      \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ <b>100,000</b> MED EXP (Any one person)      \$ <b>10,000</b> PERSONAL & ADV INJURY      \$ <b>1,000,000</b> GENERAL AGGREGATE      \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG      \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>BAP872024400</b>	<b>06/30/2023</b>	<b>06/30/2024</b>	COMBINED SINGLE LIMIT (Ea accident)      \$ <b>1,000,000</b> BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
<b>A</b>	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			<b>SXS808437600</b>	<b>06/30/2023</b>	<b>06/30/2024</b>	EACH OCCURRENCE      \$ <b>10,000,000</b> AGGREGATE      \$ <b>10,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?    Y / N <input type="checkbox"/> <input checked="" type="checkbox"/> <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>WC872027200</b>	<b>06/30/2023</b>	<b>06/30/2024</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE      \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT      \$ <b>1,000,000</b>
<b>C</b>	<b>Professional,Poll</b>			<b>MKLV7PL0006013</b>	<b>08/06/2023</b>	<b>06/30/2024</b>	<b>\$5,000,000 Clm</b> <b>\$10,000,000 Agg.</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: Mills Canyon Landslide Repair Project.**  
 Certificate complete to include: City of Burlingame, its officers, officials, employees and volunteers.  
 Additional Insured Status applies per attached form(s).  
 Waiver of Subrogation applies per attached form(s).

<b>CERTIFICATE HOLDER</b> City of Burlingame 501 Primrose Road Burlingame, CA 94010	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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## Additional Insured – Owners, Lessees Or Contractors – Completed Operations

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

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.



## Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

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

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

# Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872027300	6.30.2023	6.30.2024	6.30.2023			

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

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –  
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER:GLO872027300

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09

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

## **DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Construction Project(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.



- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



# Coverage Extension Endorsement

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

Policy No. BAP872027400

Effective Date: 6.30.2023

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

### 1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

### 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

## B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

#### **D. Driver Safety Program Liability and Physical Damage Coverage**

**1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**2. The following is added to Paragraph 2. in B. Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in B. Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:**

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

#### **E. Lease or Loan Gap Coverage**

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

##### **Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

#### **F. Towing and Labor**

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

#### **G. Extended Glass Coverage**

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

#### **H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The Coverage Extension for Loss Of Use Expenses in the Physical Damage Coverage Section is replaced by the following:

##### **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

#### K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

#### L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Temporary Substitute Autos – Physical Damage**

1. The following is added to **Section I – Covered Autos**:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**O. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**P. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**Q. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**R. Hired Auto – World Wide Coverage**

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**S. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

**T. Expected Or Intended Injury**

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**U. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**W. Return of Stolen Automobile**

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



## Blanket Notification To Others Of Cancellation

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

Policy No. GLO872027300

Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:
1. Must be initially provided to us within 15 days:
    - a. After the beginning of the policy period shown in the Declarations; or
    - b. After this endorsement has been added to policy;
  2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
  3. Must be in an electronic format that is acceptable to us; and
  4. Must be accurate.
- Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.
- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
1. Extend the Coverage Part cancellation date;
  2. Negate the cancellation; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement	Effective Policy No. WC872027200	Endorsement No.
Insured DCCM LLC		Premium \$

Insurance Company	Countersigned by _____
Zurich American Insurance Company	

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06.30.2023 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC872027200

Endorsement No.

of the Zurich American Insurance Company

(NAME OF INSURANCE COMPANY)

issued to DCCM LLC

Premium (if any) \$

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_\_ % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Blanket Waiver of Subrogation**

**Job Description**

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

Name of person or organization

( X ) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be \_\_\_\_\_ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 06.30.2023  
Insured

Policy No. WC872027200

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

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# AM Best Rating Services

## American Guarantee and Liability Insurance Company

BestLink 

AMB #: 002562 NAIC #: 26247 FEIN #: 366071400

### Administrative Office

1299 Zurich Way

Schaumburg, Illinois 60196-1056

[United States](#)

**Web:** [www.zurichna.com](http://www.zurichna.com)

**Phone:** 800-382-2150

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 050457 - Zurich Insurance Group Ltd](#)

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



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Based on AM Best's analysis, [050457 - Zurich Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

<b>Rating (Rating Category):</b>	A+ (Superior)
<b>Affiliation Code:</b>	g (Group)
<b>Outlook (or Implication):</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	November 22, 2023
<b>Initial Rating Date:</b>	June 30, 1944

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Financial Analyst:** Thomas Keelan

**Director:** Edin Imsirovic

**Note:** See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Long-Term Issuer Credit View Definition

<b>Rating (Rating Category):</b>	aa- (Superior)
<b>Outlook (or Implication):</b>	Positive
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	November 22, 2023
<b>Initial Rating Date:</b>	September 14, 2004

#### Disclosure Information

##### Disclosure Information Form

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##### Press Release

[AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)

November 22, 2023

#### Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)

u Denotes [Under Review Best's Rating](#)

## Rating History

AM Best has provided ratings & analysis on this company since 1944.

### Financial Strength Rating

Effective Date	Rating
November 22, 2023	A+
October 21, 2022	A+
October 01, 2021	A+
October 02, 2020	A+
September 25, 2019	A+

### Long-Term Issuer Credit Rating

Effective Date	Rating
November 22, 2023	aa-
October 21, 2022	aa-
October 01, 2021	aa-
October 02, 2020	aa-
September 25, 2019	aa-

## Best's Credit & Financial Reports



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<u>Date</u>	<u>Title</u>
Nov 22, 2023	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 21, 2022	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 01, 2021	<a href="#">AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 02, 2020	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Sep 25, 2019	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Sep 19, 2018	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Group Ltd and its Main Rated Subsidiaries</a>
Dec 08, 2017	<a href="#">A.M. Best Revises Outlooks to Stable for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Dec 01, 2016	<a href="#">A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates</a>

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# AM Best Rating Services

## Evanston Insurance Company

BestLink 

AMB #: 003759 NAIC #: 35378 FEIN #: 362950161

### Domiciliary Address

10275 W. Higgins Road Suite 750

Rosemond, Illinois 60018

[United States](#)

**Web:** [www.markelcorp.com](http://www.markelcorp.com)

**Phone:** 847-572-6000

**Fax:** 847-572-6389

**AM Best Rating Unit:** [AMB #: 003191 - Markel North America Insurance Group](#)

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



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Based on AM Best's analysis, [058405 - Markel Group Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

<b>Rating (Rating Category):</b>	A (Excellent)
<b>Affiliation Code:</b>	g (Group)
<b>Outlook (or Implication):</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	October 27, 2023
<b>Initial Rating Date:</b>	June 30, 1983

#### Long-Term Issuer Credit View Definition

<b>Rating (Rating Category):</b>	a+ (Excellent)
<b>Outlook (or Implication):</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	October 27, 2023
<b>Initial Rating Date:</b>	June 29, 2005

#### Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Senior Financial Analyst:** Robert Valenta, CPCU

**Director:** Alan Murray

**Note:** See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

#### Disclosure Information

##### Disclosure Information Form

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##### Press Release

[AM Best Affirms Credit Ratings of Markel Group Inc. and Its Subsidiaries](#)

October 27, 2023

View AM Best's [Rating Review Form](#)



u Denotes [Under Review Best's Rating](#)

## Rating History

AM Best has provided ratings & analysis on this company since 1983.

### Financial Strength Rating

Effective Date	Rating
October 27, 2023	A
September 30, 2022	A
September 15, 2021	A
September 11, 2020	A
December 13, 2019	A
December 19, 2018	A

### Long-Term Issuer Credit Rating

Effective Date	Rating
October 27, 2023	a+
September 30, 2022	a+
September 15, 2021	a+
September 11, 2020	a+
December 13, 2019	a+
December 19, 2018	a+

## Best's Credit & Financial Reports



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Sep 30, 2022	<a href="#">AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries</a>
Sep 15, 2021	<a href="#">AM Best Affirms Credit Ratings of Markel Corporation and its Subsidiaries</a>
Sep 11, 2020	<a href="#">AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries; Upgrades Issuer Credit Rating of Markel Bermuda Ltd</a>
Dec 13, 2019	<a href="#">AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries</a>
Dec 19, 2018	<a href="#">AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries</a>
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# AM Best Rating Services

## Zurich American Insurance Company

BestLink 

AMB #: 002563 NAIC #: 16535 FEIN #: 364233459

### Administrative Office

1299 Zurich Way

Schaumburg, Illinois 60196-1056

[United States](#)

**Web:** [www.zurichna.com](http://www.zurichna.com)

**Phone:** 800-382-2150

[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB #: 050457 - Zurich Insurance Group Ltd](#)

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### Best's Credit Ratings

#### Financial Strength View Definition

<b>Rating (Rating Category):</b>	A+ (Superior)
<b>Affiliation Code:</b>	g (Group)
<b>Outlook (or Implication):</b>	Stable
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	November 22, 2023
<b>Initial Rating Date:</b>	June 30, 1922

#### Long-Term Issuer Credit View Definition

<b>Rating (Rating Category):</b>	aa- (Superior)
<b>Outlook (or Implication):</b>	Positive
<b>Action:</b>	Affirmed
<b>Effective Date:</b>	November 22, 2023
<b>Initial Rating Date:</b>	September 14, 2004

#### Financial Size Category View Definition

**Financial Size Category:** XV (Greater than or Equal to USD 2.00 Billion)

#### Best's Credit Rating Analyst

**Rating Office:** A.M. Best Rating Services, Inc.

**Financial Analyst:** Thomas Keelan

**Director:** Edin Imsirovic

**Note:** See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

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##### Press Release

[AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries](#)  
November 22, 2023

u Denotes [Under Review Best's Rating](#)

## Rating History

AM Best has provided ratings & analysis on this company since 1922.

### Financial Strength Rating

Effective Date	Rating
November 22, 2023	A+
October 21, 2022	A+
October 01, 2021	A+
October 02, 2020	A+
September 25, 2019	A+

### Long-Term Issuer Credit Rating

Effective Date	Rating
November 22, 2023	aa-
October 21, 2022	aa-
October 01, 2021	aa-
October 02, 2020	aa-
September 25, 2019	aa-

## Best's Credit & Financial Reports



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Oct 21, 2022	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 01, 2021	<a href="#">AM Best Revises Issuer Credit Rating Outlook to Positive for Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Oct 02, 2020	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
Sep 25, 2019	<a href="#">AM Best Affirms Credit Ratings of Zurich Insurance Group Ltd and Its Main Rated Subsidiaries</a>
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