AMENDMENT NO. 2

This Amendment modifies Contract No. 2416-11141, for Emergency Contract: JTDC Parking Garage Shoring by and between the County of Cook, Illinois, herein referred to as "County" and F.H. Paschen, S.N. Nielsen & Associates, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas the County and the Contractor have entered into a Contract approved by the Chief Procurement Officer on December 3, 2024, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Emergency Contract: JTDC Parking Garage Shoring (hereinafter referred to as the "Services") from October 1, 2024 through September 30, 2026, in an amount not to exceed $1,353,500.00; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on November 5, 2025, to increase the contract by $200,300.00 to a total contract amount of $1,553,800.00; and

Whereas, the contract will expire September 30, 2026, and the agreed upon services are still required; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to GC-07 of the Contract, the County and Contractor desire to increase the Contract in the amount of $957,115.00.

Whereas, pursuant to GC-07 of the Contract, the County and Contractor desire to include additional scope of services to the Contract, and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is increased by $957,115.00 and the Total Contract Amount is revised to $2,510,915.00.

2. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.

3. The attached updated certificate of Insurance under Attachment B is incorporated and made part of this Contract.

4. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to the authority of the Chief Procurement Officer the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

County of Cook, Illinois

By: Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2026.05.15 10:55:37 -05'00'
Chief Procurement Officer

Date: ______________________

By: ______________________
State's Attorney (if applicable)

____
Type or print name (if applicable)

Date: ______________________

F.H. Paschen, S.N. Nielsen & Associates, LLC

____
Signed

Joseph Schmitz
Type or print name

Vice President
Title

Date: 3/25/26

ATTACHMENT A

September 18, 2025

Cook County Bureau of Asset Management Department of Capital Planning & Policy
69 W. Washington, Suite 3100
Chicago IL 60629
Attn: Vernon Worsham

JTDC Parking Garage Shoring Supplemental 2 - Budget Letter

Dear Mr. Worsham,

F.H. Paschen (FHP) has reviewed the drawings and existing conditions for the JTDC Parking Garage Shoring Supplemental 2 project and propose the following scope of work for your consideration.

Temporary Shoring/Fence – 2 Year Rental

- Furnish and install temporary 6' high temporary fencing
- Furnish and install temporary windscreens in temporary fencing
- Furnish and install all sandbags for panel stands
- Price includes labor, freight, forklift, and materials.
- Price includes 2 years of rental of the light blue shaded area in the attachment.
- Dismantle of all fencing once base project is completed.
- Includes premium work hours for installation.

Budget Price: $225,900.00

Temporary Shoring/Fence – 1 Year Rental

- Furnish and install temporary 6' high temporary fencing
- Furnish and install temporary windscreens in temporary fencing
- Furnish and install all sandbags for panel stands
- Price includes labor, freight, forklift, and materials.
- Price includes 1 year of rental of the dark blue shaded area in the attachment.
- Dismantle of all fencing once base project is completed.
- Includes premium work hours for installation.

Budget Price: $188,825.00

Weekly Inspections

- Provide weekly inspection of existing shoring.
- Provide tags of confirmation of inspection on (1) shoring tower located in basement.

Budget Price: $110,800.00

Concrete

- Furnish and install additional concrete per scaffolding engineer's revised shop drawings.
- Furnish and install additional rebar, wire, mesh, etc. per scaffolding engineer's revised shop drawings.
- Sawcut, demo, and remove additional concrete per engineer's revised shop drawings.
- Provide all haul off of additional concrete per engineer's revised shop drawings.
- This work was the result of the discovered electrical vault.

Budget Price: $102,500.00

Steel

- Furnish and install steel angle brackets at the main stair landings at the southwest stair as shown on drawings provided by Walker Consultants.
- Furnish and install support brackets to consist of supports and mounting plates. Support brackets to be hot dipped galvanized, primed, and painted white.
- Furnish and install all anchors, rods, screws, etc. for proper installation.

Budget Price: $26,090.00

FHP

Consultants

- Provide an additional site review of the JDTC parking structure to review spalls, missing stair tread nosing, and missing drain gates.
- Provide a report based on additional site review.
- Provide construction documents to implement the conceptual recommendations from Walker's memorandum dated 8/7/25.
- Prepare a work item schedule listing estimated quantities for the unit price work, as well as lump sum rehabilitation work items.
- Provide an 80% completion set of progress drawings in pdf format for client review and comments.
- Incorporate clients' comments into construction documents including the plans and specifications.
- Provide all engineering services during construction including preconstruction conference at construction site, reviewing shop drawings, on-site construction observation visits, coordinate with contractor during construction not help resolve technical or design issues, participate in weekly meetings, and perform punch walk visit.

Budget Price: $63,900.00

Clarifications

- Project scope ***excludes*** any removal and replacement of miscellaneous materials/ items outside of the area of work.
- Project scope ***excludes*** any unforeseen conditions that may arise.
- Project scope ***includes*** "Off Hours" Premium Time.
- Project scope ***excludes*** the removal and disposal of any hazardous material.
- Project scope ***excludes*** any work not explicitly stated above.

The budgeted cost to furnish and install the above referenced Scope of Work is $718,015.00

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Tyler Masini

Assistant Project Manager

November 11, 2025

Cook County Bureau of Asset Management Department of Capital Planning & Policy
69 W. Washington, Suite 3100
Chicago IL 60629
Attn: Vernon Worsham

JTDC Parking Garage Shoring Emergency Weekend Work Budget Letter

Dear Mr. Worsham,

F.H. Paschen (FHP) has reviewed the drawings and existing conditions for the JTDC Parking Garage Shoring Emergency Weekend Work project and propose the following scope of work for your consideration.

A/E Services

- Perform half day site visits to assess the condition of the northeast and southwest stair tower landings.
- Using the findings from our on-site evaluation, perform limited structural analysis to determine the general capacity of the existing floor system without the first horizontal framing support, to resist dead and live loads and compare the results against the calculated capacity of the concrete floor slab where uncracked.
- Perform limited structural analysis to determine service loads required for temporary shoring design.
- Perform design of temporary repair to support the landing edge at each stair tower threshold.
- Attend one meeting with the Project Team to discuss findings, recommendations, and next steps.
- Perform an on-site evaluation of the stair tower floor slab framing adjacent to the door thresholds at each level. The investigation will consist of assessing the steel framing up-close.
- Issue a memorandum with our findings and written conceptual recommendations for long-term repair or strengthening of the existing stair tower landings adjacent to the door thresholds.
- Perform limited structural analysis and prepare repair details to reestablish support of the stair tower landings.
- Review shop drawings, material submittals, and test results for general conformance with the intent of the construction documents.
- Perform on-site construction observation visits (site visits) to review construction for general conformance with the design intent of the specifications and drawings. Issue a field report after each site visit.

Budget Price: $30,540.00

Carpentry

- Furnish and install 2”x4” supports in ceiling inside effected stairwells.
- Furnish and install ¼” steel plates at doorway thresholds inside effected stairwells.

Budget Price: $33,500.00

Clarifications

- Project scope ***excludes*** any removal and replacement of miscellaneous materials/ items outside of the area of work.
- Project scope ***excludes*** any unforeseen conditions that may arise.
- Project scope ***excludes*** “Off Hours” Premium Time. (Outside of what is described in the scope)
- Project scope ***excludes*** the removal and disposal of any hazardous material.
- Project scope ***excludes*** any work not explicitly stated above.

The budgeted cost to furnish and install the above referenced Scope of Work is $64,040.00

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Ken Shanahan
Project Manager

DRAFT Copy for Review and Comments

No.: 2.00
Issue Date : 2025 10.07

Cook County Government
Department of Capital Planning & Policy

Request for Design Change (RFDC)

Date: 12/12/2025 RFDC No.: 3

[ ] Professional Services [X] Contractor [ ] Other Services

Vendor: FH Paschen

Project No.: 29344 Project Name: JTDC - Parking Garage Shoring

Architect of Record: Walker Consulting (engineer)

Contractor: FH Paschen

1 DESCRIPTION OF PROPOSED CHANGE *(Include reference(s) to drawings and specifications issued for construction and attach supplementary pages / sketches / information to clarify the proposed change)*

Revised scope includes JOC scope to address potential falling debris/tripping hazards and temporary fencing associated with this work. Also additional shoring at East Entrance south to support double tees. See FHP Supplemental 3 - Budget Letter 3.

2 JUSTIFICATION FOR CHANGE *(Summary, include urgency of required action)*

Consultant assessment report of complete parking structure recommended immediate action of specified areas to address life safety and protect property damage.

3 CHANGE IMPACT ON THIS PROJECT:

[ ] Est. Contract Time	[X] No Change	[ ] Increase	[ ] (Decrease) by	________ calendar days
[X] Est. Construction Cost	[ ] No Change	[X] Increase	[ ] (Decrease) by	$175,060.00
[ ] Est. AOR Contract Time	[X] No Change	[ ] Increase	[ ] (Decrease) by	________ calendar days
[ ] Est. AOR Design Fee	[X] No Change	[ ] Increase	[ ] (Decrease) by	________

4 FUNDING SOURCE: FY26 CIP

Approver of Funding Source: ________

5 RECOMMENDATIONS (Check all appropriate boxes):

[ ] Revise Design Documents for this Project [ ] Revise Scope of AOR Contract
[X] Handle as a Construction Change [ ] Other (Describe) ________

Requestor Information:		Approved By:	
DocuSigned by: Mike Gandhi E15EBB0C7A78459...	12/23/2025	Signed by: Vernon Worsham BAD8ADCCFA034D1...	12/22/2025
Business Unit Requestor	Date	Project Director	Date
DocuSigned by: Mike Gandhi E15EBB0C7A78459...	12/23/2025	Signed by: Eric Davis E4C0402ECD1D420...	12/26/2025
Director or Deputy Director of End User Group	Date	Director or Deputy Director Department of Capital Planning and Policy	Date

December 10, 2025

Cook County Bureau of Asset Management Department of Capital Planning & Policy
69 W. Washington, Suite 3100
Chicago IL 60629
Attn: Vernon Worsham

JTDC Parking Garage Shoring Supplemental 3 - Budget Letter

Dear Mr. Worsham,

F.H. Paschen (FHP) has reviewed the existing conditions for the JTDC Parking Garage Shoring Supplemental 3 project and propose the following scope of work for your consideration.

Concrete Chipping

- Provide all labor and materials to demo loose concrete as shown on Walker Consultant's drawings titled, "JTDC-Garage Parking Chipping Plans 251204p".
- Provide a lift in order to properly demo all loose concrete as shown on Walker Consultant's drawings titled, "JTDC-Garage Parking Chipping Plans 251204p".
- Provide cleanup of all loose concrete that is removed.
- Provide proper barriers so public stays out of areas where chipping is occurring.

Budget Price: $62,735.00

Shoring

- Furnish and install all temporary shoring in parking garage for the two precast double-tee stems that are cracked and delaminated adjacent to their bearing support.
- Furnish and install all jersey barriers around new shoring towers.
- Furnish and install new netting where concrete is cracking and potentially falling.
- Furnish and install all signage for temporary shoring towers.
- Rental period is to be on same timeline with existing shoring in garage. Rental period to run through 7/18/2027.
- All work to time and a half for off hours work.

Budget Price: $112,325.00

FHP

Clarifications

- Project scope ***excludes*** any removal and replacement of miscellaneous materials/ items outside of the area of work.
- Project scope ***excludes*** any unforeseen conditions that may arise.
- Project scope ***includes*** "Off Hours" Premium Time.
- Project scope ***excludes*** the removal and disposal of any hazardous material.
- Project scope ***excludes*** any work not explicitly stated above.

The budgeted cost to furnish and install the above referenced Scope of Work is $175,060.00

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Ken Shanahan
Project Manager

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 04/27/2026

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC.
155 N. WACKER, SUITE 1200
CHICAGO, IL 60661
Attn: chicago.CertRequest@marsh.com

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Zurich Insurance Company	40142
INSURER C : XL Specialty Ins. Co.	37885
INSURER D : Vantage Risk Specialty Insurance Company	16275
INSURER E :	
INSURER F :	

INSURED
F.H. Paschen,
S.N. Nielsen & Associates LLC
5515 N. East River Road
Chicago, IL 60656

COVERAGES **CERTIFICATE NUMBER:** CHI-011025066-02 **REVISION NUMBER:** 5

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO 5833476-13	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP5833474-13	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			US00076565LI25A	10/01/2025	10/01/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 5833475-13 (AOS) WC 5833477-13 (WI)	10/01/2025 10/01/2025	10/01/2026 10/01/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional / Pollution Liability			P03CP0000067291 SIR: $250,000	10/01/2025	10/01/2026	Each Act	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:- Emergency Contract: JTDC Parking Garage Shoring.

Cook County, its officials, employees, and agents is/are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Cook County Bureau of Asset Management
Department of Capital Planning & Policy
69 W. Washington Suite 3100
Chicago, IL 60629

CANCELLATION

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

Marsh USA LLC

Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 5833474-13	Effective Date: 10/01/2025

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.

Other Insurance Amendment – Primary And Non-Contributory

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5833476-13	10/01/2025	10/01/2026		30060000	INCL	

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 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.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5833476-13	Effective Date: 10/01/2025

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 TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW, AND WHERE THAT CONTRACT REQUIRES ISO CG 2010 07/04 EDITION FORMS OR THE EQUIVALENT OF SAME.	ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW, AND WHERE THAT CONTRACT REQUIRES ISO CG 2010 07/04 EDITION FORMS OR THE EQUIVALENT OF SAME.

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

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 5833476-13	Effective Date: 10/01/2025

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 TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW, AND WHERE THAT CONTRACT REQUIRES ISO CG 2037 07/04 EDITION FORMS OR THE EQUIVALENT OF SAME.	ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW, AND WHERE THAT CONTRACT REQUIRES ISO CG 2037 07/04 EDITION FORMS OR THE EQUIVALENT OF SAME.

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.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 5833476-13	10/01/2025	10/01/2026		30060000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/ORGANIZATION.

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 10/01/2025 Policy No. WC 5833475-13 Endorsement No.

Insured F.H. Paschen, S. N. Nielsen, Inc. Premium $

Insurance Company Zurich American Insurance Company Countersigned By ______________________