



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	\$615,580				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$615,580</b>				

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in the Current Budget? Yes   X   No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No   X    
 Does this item include the use of state funds? Yes \_\_\_\_\_ No   X  

Budget Account No: Fund   4111   Department   121   Unit   A107   Object   6505  

Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

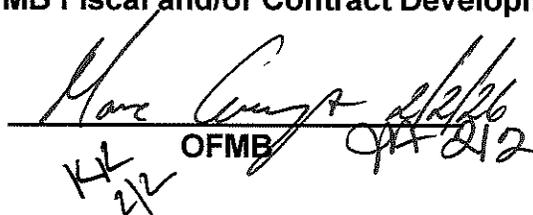
Approval of this item will provide funds for Amendment No. 8 in the amount of \$615,580.

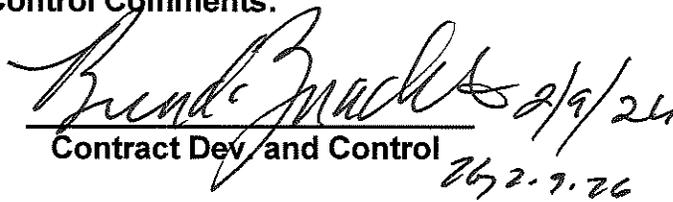
C. Departmental Fiscal Review:

  
\_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

  
OFMB   2/2/26    
KX  
2/2

  
Contract Dev and Control   2/9/26    
262-7-26

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT NO. 8 TO CONTRACT  
BETWEEN  
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
AND  
RICONDO & ASSOCIATES, INC.  
FOR  
AIRPORT PLANNING CONSULTING SERVICES  
AT  
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 8 to the Contract is made as of the 10<sup>th</sup> day of March, 2026, by and between Palm Beach County, Florida, hereinafter referred to as the COUNTY, and RICONDO & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Tax I.D. number is 36-3663903.

**WITNESSETH**

WHEREAS, on August 23, 2022, the COUNTY entered into a Contract (R2022-0888) (the "Contract") with the CONSULTANT for the CONSULTANT to provide General Planning Consulting Services for the Palm Beach County Department of Airports ("Department of Airports"), for a period of two (2) years, with two (2) one (1) year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, Article 26 of the Contract requires an amendment to add or modify services; and

WHEREAS, on May 16, 2023, the COUNTY entered into an Amendment No. 1 (R2023-0700) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on January 23, 2024, the COUNTY entered into an Amendment No. 2 (R2024-0045) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on May 14, 2024, the COUNTY entered into an Amendment No. 3 (R2024-0545) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on August 20, 2024, the COUNTY entered into an Amendment No. 4 (R2024-0927) with the CONSULTANT for the CONSULTANT to exercise the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract and provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on April 8, 2025, the COUNTY entered into an Amendment No. 5 (R2025-0457) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on June 3, 2025, the COUNTY entered into an Amendment No. 6 (R2025-0724) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports in accordance with Article 26 of the Contract; and

WHEREAS, on July 15, 2025, the COUNTY entered into an Amendment No. 7 (R2024-0888) with the CONSULTANT for the CONSULTANT to exercise the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract in accordance with Article 2 of the Contract; and

WHEREAS, Article 26 of the Contract requires an amendment when the parties are able to define additional services and the parties have now defined those services,

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

1. The parties hereby agree to amend the Contract to include the Scope of Services and Fees as outlined in Exhibit A, attached hereto and incorporated in the Contract. The total amount to be paid by the COUNTY to the CONSULTANT for professional services, including any out-of-pocket expenses, shall be increased by an amount not to exceed Six Hundred Fifteen Thousand, Five Hundred Eighty Dollars and No Cents (\$615,580.00) for the services in Amendment No. 8 to the original Contract.
2. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 8 as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA

ATTEST:  
MICHAEL A. CARUSO  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

WITNESS:  
*Kimberly Davis*  
\_\_\_\_\_  
SIGNATURE

CONSULTANT:  
\_\_\_\_\_  
RICONDO & ASSOCIATES, INC  
COMPANY NAME

Kimberly Davis  
\_\_\_\_\_  
Name (type or print)

*Pete Ricondo*  
\_\_\_\_\_  
Signature

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Pete Ricondo  
Name (type of print)

By: *Anne Delgant*  
\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Senior Vice President  
Title

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Lu Buha*  
\_\_\_\_\_  
Director of Airports



DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Pete Ricondo, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as: [ ] an individual or [x] the Senior Vice President of Ricondo & Associates, Inc. [position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 200 N LaSalle Street, Suite 2900, Chicago, IL 60601

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
Pete Ricondo, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 22 day of January, 2026, by Pete Ricondo, [X] who is personally known to me or [ ] who has produced as identification and who did take an oath.



[Signature]
Notary Public
Kimberly J. Davis
(Print Notary Name)
State of Illinois County of Cook
My Commission Expires: 8/28/2028



**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**  
**Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ricondo & Associates, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

*P. Ricondo*  
(signature of officer or representative)

Pete Ricondo, Senior Vice President  
(printed name and title of officer or representative)

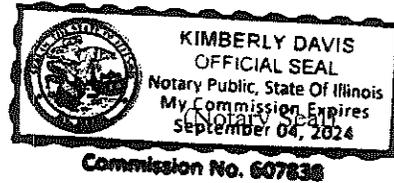
**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 25th day of June, by Pete Ricondo.

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_.

*Kimberly Davis*  
NOTARY PUBLIC  
My Commission Expires: 09/04/2024  
State of Florida at large



**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
PROFESSIONAL SERVICES AGREEMENT WITH RICONDO & ASSOCIATES, INC. FOR AIRPORT PLANNING CONSULTING SERVICES  
CONTRACT HISTORY  
PROJECT NO. DOA 21-11**

CONTRACT NO. R2022-0888  
 DATE APPROVED BY BCC 8/23/2022  
 EXPIRATION DATE 8/23/2024  
 ORIGINAL CONTRACT AMOUNT = \$2,021,165.00  
 SBE COMMITMENT 11.00%  
 ORIGINAL AGREEMENT SERVICES:

\*Pursuant to Article 2 Performance Period continued performance of on-going services related to tasks authorized prior to the expiration of the contract shall extend the term presented to allow completion of the task

The Professional Services Agreement with Ricondo & Associates, Inc. for a term of two (2) years, with two one (1) year renewal options in the amount of \$2,021,165 for the performance of Airport Planning Consulting Services related to the approved Palm Beach County's system of Airports Program. Original agreement includes the following:

AMEND No.	BCC APPROVAL DATE	RESOLUTION NUMBER	CONTRACT RENEWAL	RESOLUTION TOTAL AMOUNT	RESOLUTION TASK I AMOUNT	RESOLUTION TASK II AMOUNT	RESOLUTION TASK III BUDGET	RESOLUTION SBE COMMITMENT	NEW CONTRACT AMOUNT	STATUS	DESCRIPTION
1	5/16/2023	R2023-0700		\$1,189,895.34	\$789,895.34	\$0.00	\$ 400,000.00	14.43%	\$3,211,060.34	Approved R2023-0700	LNA Safety Assessment; LNA Master Plan Update; Miscellaneous Planning, Financial, and Airport Business/Management Support Services; Miscellaneous NEPA Processing Services
2	1/23/2024	R2024-0045		\$453,243.00	\$203,243.00	\$0.00	\$ 250,000.00	4.26%	\$3,664,303.34	Approved R2024-0045	PBI Cyber Security Implementation Support (Phase 3B); PBI Runway 10L-28R Exit Taxiway Evaluation; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services
3	5/14/2024	R2024-0545		\$465,236.00	\$215,236.00	\$0.00	\$ 250,000.00	0.00%	\$4,129,539.34	Approved R2024-0545	2024 Bond Feasibility Report; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services
4	8/20/2024	R2024-0927	One (1) Year	\$472,327.69	\$222,327.69	\$0.00	\$ 250,000.00	0.00%	\$4,601,867.03	Approved R2024-0927	Exercise the first one-year renewal option for the continuation of services provided under this agreement. PBI CONRAC Advanced Planning; General Aviation Airport Exhibit A Property Map Updates; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services.
5	4/8/2025	R2025-0457		\$813,898.00	\$563,898.00	\$0.00	\$250,000.00	0.87%	\$5,415,765.03	Approved R2025-0457	Concourse B Construction Gate Optimization Analysis; PBI Cybersecurity Program Support Services, LNA Aviation Activity Forecast; F45 FBO Conceptual FBO Site Plan; DOA Triennial Review Appraisals; Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services
6	6/3/2025	R2025-0724		\$870,184.31	\$810,184.31	\$60,000.00	\$0.00	\$ 161,834.00	\$6,285,949.34	Approved R2025-0724	LNA Aviation Easements, F45 ALP Update and Narrative Report; PHK ALP Update and Narrative Report; Capital Improvement Program (CIP) Planning Support; Passenger Facility Charge (PFC) Support
7	Pending	R2025-0888	One (1) Year	\$0.00	\$0.00	\$0.00	\$0.00	\$ -	\$6,285,949.34	Approved R2025-0888	Exercise the second one-year renewal option for the continuation of services provided under this agreement.
8	Pending	Pending		\$615,580.00	\$115,580.00	\$0.00	\$500,000.00	\$ -	\$6,901,529.34	Pending	PBI Airline Agreement Support - Phase 2
<b>TOTAL</b>				<b>\$4,284,784.34</b>	<b>\$2,894,784.34</b>	<b>\$60,000.00</b>	<b>\$ 1,400,000.00</b>		<b>\$6,285,949.34</b>		



## **AIRPORT PLANNING CONSULTING SERVICES**

### **Exhibit A-1: Scope of Services**

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#### **Task I-26-PBI-R-027: Airline Agreement Support Services – Phase #2**

Palm Beach International Airport (PBI)

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#### **Introduction**

Ricondo and Associates, Inc. (Ricondo) has prepared the following scope of work to assist the Palm Beach County Department of Airports (the Department) with the negotiation and development of a Signatory Airline Agreement (the New Agreement) for the Palm Beach International Airport (the Airport). The Agreement will replace the current Signatory Airline Agreement (the Current Agreement) under which the Department has operated since October 1, 2019, which is set to expire on September 30, 2026. The Department intends to negotiate with the airlines operating at the Airport with the goal of executing a New Agreement with those carriers (Signatory Carriers) that is similar to the Current Agreement. The Department intends to update several provisions in the Current Agreement including some revisions to the calculation of certain Airline rates and charges. Ricondo will assist the Department in the negotiation, development and execution of the New Agreement and other related efforts.

#### **Task and Cost**

This Phase 2 scope will be performed on a time and materials basis for an amount not to exceed \$115,580.00 which includes \$108,380.00 in lump sum labor and \$7,200.00 in reimbursable expenses. This budget is over and above the initial budget allowance of \$37,640.00 for Phase 1.

#### **Scope of Services**

##### **Task 1: Airline Agreement Support**

##### **Task 1.1: Revisions to Rates and Charges Model**

Using the rates and charges model updated in Phase 1, Ricondo will further update the model to incorporate any revisions suggested by the Department and revisions agreed to at the airline meetings. Revisions may include changes to assumptions regarding revenue sharing annual growth of revenues and expenses, space updates, and changes to certain rates and charges methodologies. Ricondo will conduct model revisions in a way that allows for scenario testing the summary reporting of results. This task also includes any requested research or financial benchmarking.



**Task 1.2: Revisions to Airline Agreement and Exhibits**

Ricondo will provide example text of certain agreement provisions and will assist Department staff in the incorporation of revisions to the Signatory Airline Agreement and Exhibits resulting from the Airline Meetings.

**Task 1.3: Review/Edit Airline Agreement**

The Department will edit the current Signatory Airline Agreement including Exhibits to incorporate items discussed at the airline meetings. Ricondo will review the edited Signatory Airline Agreement and provide any necessary revisions.

**Task 1.4: Prepare for and Participate in Airline Meetings**

Ricondo's philosophy incorporates the view that the Department will be the main negotiator and Ricondo's role will be primarily to support this effort. This scope and budget assumes up to five (5) on-site airline meetings. Three Ricondo staff will participate on-site for two airline meetings. Subsequent meetings will be conducted with three Ricondo staff joining virtually. Ricondo will assist the Department in preparing documentation for each airline meeting, as applicable, including a summary document that supports the business deal.

**Task 1.5: Conference Calls**

Ricondo staff will participate in bi-weekly conference calls with Department staff leading up to the initial airline meeting, with subsequent conference calls scheduled as necessary. For budgeting purposes, up to ten (10) conference calls are assumed, along with time for preparing associated agendas.

**Task 2: Task Administration**

Ricondo will prepare monthly invoices / status report for submittal with its invoice(s). For budgeting purposes, it is assumed that this task will have a duration of six (6) months.

**Deliverables:**

The deliverables will be dependent on the nature of the request for the Agreement support requested by the Department, but it is anticipated that these may consist of one or more of the following options:

1. Kickoff meeting materials
2. Statement of Department's Goals and Objectives for the New Agreement
3. Summary of results in PowerPoint or MSWord format
4. Preliminary New Agreement task schedule
5. Rates and charges model (Excel)

The Project Team consists of:

Ricondo & Associates, Inc. (Airline Agreement Support/Task Administration)

**EXHIBIT B**

**SCHEDULE OF PAYMENTS**

**B**

# EXHIBIT B

## SCHEDULE OF PAYMENTS

The Scope of Work to be completed by the Consultant as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables" as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

### LEVEL I TASKS

Task(s) to be Completed:

**I-26-PBI-R-027      PBI Airline Agreement Support – Phase 2**

Completion Time: 12 Months

Compensation for Phase 1: \$135,580.00

Deliverables Required: See Exhibit A for list of deliverables.

### LEVEL II TASKS

None

### LEVEL III TASKS

**III-26-DOA-R-001      Miscellaneous Planning, Financial, and Airport Business/Management and Environmental Support Services (Replenish)**

Completion Time: TBD

Compensation for Phase 1: \$250,000.00

Deliverables Required: Established on a task basis



**Exhibit B: Fee Proposal for I-26-PBI-R-027: Airline Agreement Support - Phase 2**  
**Palm Beach County Department of Airports - Airport Planning Consultant Services**  
**Ricondo & Associates, Inc. Budget Breakdown and Overall Budget Summary**

Rates: **\$350.00**   **\$330.00**   **\$305.00**   **\$205.00**   **\$130.00**

	HOURS						R&A Labor (\$)	R&A TRAVEL EXPENSES (\$)	TOTAL COST (\$)	EBO Amounts (\$)
	Vice President	Senior Director	Director	Senior Consultant	Admin/Support	Total Hours				
<b>1 Airline Agreement Support</b>										
1.1 Revisions to Rates and Charges Model	8	0	44	88	0	140	\$34,260.00	\$0.00	\$34,260.00	\$0.00
1.2 Revisions to Airline Agreement and Exhibits	24	0	24	0	0	48	\$15,720.00	\$0.00	\$15,720.00	\$0.00
1.3 Review/Edit Airline Agreement	40	0	24	0	0	64	\$21,320.00	\$0.00	\$21,320.00	\$0.00
1.4 Prepare for and Participate in Airline Meetings (2 in person)	16	0	32	0	0	48	\$15,360.00	\$7,200.00	\$22,560.00	\$0.00
1.5 Conference Calls	10	0	30	10	0	50	\$14,700.00	\$0.00	\$14,700.00	\$0.00
<b>Subtotal</b>	<b>98</b>	<b>0</b>	<b>154</b>	<b>98</b>	<b>0</b>	<b>350</b>	<b>\$101,360.00</b>	<b>\$7,200.00</b>	<b>\$108,560.00</b>	<b>\$0.00</b>
<b>2 Task Administration</b>										
2.1 Prepare CSA/Monthly Invoicing/Status Reports	2	16	0	0	8	26	\$7,020.00	\$0.00	\$7,020.00	\$0.00
<b>Subtotal</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>26</b>	<b>\$7,020.00</b>	<b>\$0.00</b>	<b>\$7,020.00</b>	<b>\$0.00</b>
<b>Total Base Proposal Hours</b>	<b>100</b>	<b>16</b>	<b>154</b>	<b>98</b>	<b>8</b>	<b>376</b>				
<b>Subtotal Base Labor Costs &amp; Expenses</b>	<b>\$35,000.00</b>	<b>\$5,280.00</b>	<b>\$46,970.00</b>	<b>\$20,090.00</b>	<b>\$1,040.00</b>	<b>\$108,380.00</b>	<b>\$108,380.00</b>	<b>\$7,200.00</b>	<b>\$115,580.00</b>	<b>\$0.00</b> <b>0.0%</b>

**Table 2**

Ricondo &amp; Associates, Inc. - Reimbursable Travel Expenses

Task Description	Travel Expense Assumptions										Grand Total
	HOTEL (Unit Cost)	# of Nights	# of People Traveling	Subtotal	Meals and Incidentals (Allowance)	# of Days	Airfare (Unit Cost)	# of Trips	# of People Traveling	Subtotal	
<b>1 Airline Agreement Support</b>											
1.1 Revisions to Rates and Charges Model	\$ 250.00	# 0	0	\$ -	\$ 150.00	0	\$ 650.00	0	0	\$ -	\$ -
1.2 Revisions to Airline Agreement and Exhibits	\$ 250.00	# 0	0	\$ -	\$ 150.00	0	\$ 650.00	0	0	\$ -	\$ -
1.3 Review/Edit Airline Agreement	\$ 250.00	# 0	0	\$ -	\$ 150.00	0	\$ 650.00	0	0	\$ -	\$ -
1.4 Prepare for and Participate in Airline Meetings (2 in person)	\$ 250.00	2	3	\$ 1,500.00	\$ 150.00	4	\$ 650.00	2	3	\$ 3,900.00	\$ 7,200.00
1.5 Conference Calls	\$ 250.00	0	0	\$ -	\$ 150.00	0	\$ 650.00	0	0	\$ -	\$ -
<b>2 Task Administration</b>											
2.1 Prepare CSA/Monthly Invoicing/Status Reports	\$ 250.00	0	0	\$ -	\$ 150.00		\$ 500.00			\$ -	\$ -
										<b>Subtotal</b>	<b>\$ 7,200.00</b>

**Notes:**

1/ R&amp;A reimbursable expenses provide consideration for travel from outside of the Tri-county area.

2/ Incidentals include ground transportation, parking and other miscellaneous expenses incurred during travel.

**EXHIBIT "C"**

**PROPOSED SCHEDULES**

# PALM BEACH COUNTY AIRPORT PLANNING CONSULTING SERVICES

## EXHIBIT C - PROPOSED SCHEDULES

TASKS TO BE COMPLETED:

	TASK DESCRIPTION	DURATION
<b>Level I Tasks:</b>		
Exhibit A-1: I-26-PBI-R-027	PBI Airline Agreement Support – Phase 2	12 Months
<b>Level II Tasks:</b>		
No Tasks		
<b>Level III Tasks:</b>		
Exhibit A-6: III-26-DOA-R-001	Miscellaneous Planning, Financial, Airport Business/Management and Environmental Support Services (Replenish)	TBD

**EXHIBIT "D"**

**CERTIFICATE OF INSURANCE**



## DESCRIPTIONS (Continued from Page 1)

**RE: Reference No. DX00001780, Contract No. DOA 21-11, Airport Planning Consultant Services**

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract.

The General Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

Umbrella Liability follows form of underlying coverages.

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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the lim-

its of insurance described in Section III - Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

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

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is

COMMERCIAL GENERAL LIABILITY

available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you be-

fore, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

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

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

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

**BLANKET ADDITIONAL INSURED – PRIMARY AND  
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

**PROVISIONS**

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><b>A. BROAD FORM NAMED INSURED</b></li> <li><b>B. BLANKET ADDITIONAL INSURED</b></li> <li><b>C. EMPLOYEE HIRED AUTO</b></li> <li><b>D. EMPLOYEES AS INSURED</b></li> <li><b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b></li> <li><b>G. WAIVER OF DEDUCTIBLE – GLASS</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b></li> <li><b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> <li><b>J. PERSONAL PROPERTY</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> <li><b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b></li> </ul> |
|---|---|

### **PROVISIONS**

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

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

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

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

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

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

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

An "employee" of yours is 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.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. 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 by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

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

**D. EMPLOYEES AS INSURED**

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

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for 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.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(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.

**F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: UB-5Y26792A-25-43-G

## 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 any one not named in the Schedule.

### SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.

INCLUDING:

CITY OF CHICAGO 121 N LASALLE ST RM 806, CHICAGO, IL 60602.