

# Request for Board of Commissioners' Action

**From:** Faye Hughes, County Administrator **Date:** June 28, 2018

**Subject:** Passero Associates Engineering Architecture **Item Number:** VIII-D

During your last meeting, you accepted the proposal for airport engineering services from Passero Associates Engineering Architecture.

Attached is the Agreement for Services with Passero. Daniel Connell has reviewed and approved the language.

The Chair will need a motion to accept the Agreement for Services with Passero Associates Engineering Architecture and authorize the Chair's endorsement on the same.

Motion made by \_\_\_\_\_

Second made by \_\_\_\_\_

Any discussion: \_\_\_\_\_  
\_\_\_\_\_

Votes \_\_\_\_\_ yes \_\_\_\_\_ no

Motion carried/ failed

## Master Consulting Services Agreement

This Master Consulting Services Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date"), by and between **Cook County Board of Commissioners**, with offices located at **1200 South Hutchinson Avenue, Adel, Georgia 31620** (hereinafter referred to as either "Client" or "County"), and **Passero Associates, LLC**, with offices located at **13453 North Main Street, Suite 106, Jacksonville, Florida 32218** (hereinafter referred to as either "Passero" or "Consultant"). Collectively, Client and Passero are hereinafter referred to as "the Parties" to this Agreement.

### Witnesseth:

WHEREAS, Client desires Passero to provide certain professional consulting services as described in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

### 1. Provision of Services/Method of Project Authorization

- 1.1 This Agreement provides the terms upon which Client may avail itself of the professional consulting services of Consultant from time to time over the period of time specified hereinafter. An introduction to these General Engineering / Consulting Services is attached to this Agreement as Attachment A, entitled "General Engineering / Airport Consulting Services, Cook County Airport in Adel, Georgia."
- 1.2 Passero shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Attachment B, entitled "Sample Work Order". In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved over the conflicting provisions of this Agreement.
- 1.3 Should Client issue a purchase order or other instrument related to Passero's Services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Passero shall indicate the purchase order number on the invoices sent to Client.
- 1.4 Since Passero has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by Client to estimate project construction costs, Passero's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, Passero cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If Client wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by Client will be considered Additional Services which entitle Passero to additional compensation shall be negotiated and mutually agreed upon by the Parties.

- 1.5 If the Services are to include services during construction, any resident engineering, construction, observation, special inspections or testing provided by Passero is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. Passero neither guarantees nor insures any contractor's work nor assumes responsibility for (i) the means, methods or materials used by any contractor, (ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project; including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.
- 1.6 The Services shall be performed by Passero utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than as expressly set forth herein, Passero makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement. Passero shall have no liability for indirect, special, incidental, punitive or consequential damages of any kind.

## **2. Client's Responsibilities**

- 2.1 Client shall provide full information regarding its requirements for the Services or Projects and shall arrange for Passero, its agents and consultants access to the site of work.
- 2.2 Client shall designate a representative authorized to act on its behalf with respect to the Services or Project. Client's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by Passero or furnish information required of Client and, when specifically requested to do so by Passero in writing, Client's authorized representative shall render in writing decisions pertaining thereto promptly so as not to delay the progress of Passero's Services.
- 2.3 Client shall provide Passero, its agents and consultants, access to its records to the extent necessary to perform Passero's obligations hereunder. If any off-site investigations are required, it shall be Client's responsibility to secure the required access rights from site owners.

## **3. Term of Agreement**

The term of this Agreement shall be three (3) years from the date of this contract is approved and executed by the County Commission of the Cook County Board of Commissioners. This Agreement will automatically renew for two (2) additional one (1) year terms unless notice of termination is given as set out more fully below.

## **4. Compensation and Method of Payment**

- 4.1 Client shall compensate Passero for the Services on the basis as set forth herein and in each separately issued Work Order.
- 4.2 Passero recognizes that Client is generally exempt from paying sales and other forms of taxes. However, in the event that Client is required by law to pay any sales or similar tax by any governmental authority, Client shall pay any such tax promptly and when due.
- 4.3 Passero shall invoice Client monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable within thirty (30) days of receipt by Client. Client shall notify Passero in writing of any disputed amount contained in an invoice within fifteen (15) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

- 4.4 Compensation due Passero under this Agreement is due and payable at Passero's offices in Jacksonville, Duval County, Florida (or at such other location as may be specified by Passero in writing).
- 4.5 If Client fails to make any payment due Passero for Services and Reimbursable Expenses within thirty (30) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due Passero shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the thirtieth (30<sup>th</sup>) day; and, in addition, Passero may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Passero has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without Passero incurring liability due to such suspension. Timely payment of Passero invoices is a strict condition precedent to the assertion of any and all claims. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Passero's services, including but not limited to the services described herein.

## **5. Delays/Changes**

- 5.1 Any delay or default in the performance of any obligation of Passero under this Agreement resulting from any cause beyond Passero's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of Passero as long as performance is delayed or prevented thereby, and the compensation due Passero hereunder shall be equitably adjusted.
- 5.2 During the performance of the Services hereunder, Client shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by Passero, then, upon completion of such additional services, Passero shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

## **6. Direct Personnel Expenses Defined**

- 6.1 Direct Personnel Expenses are defined as the cost of salaries of employees of Passero engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits.

## **7. Reimbursable Expenses Defined**

- 7.1 Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by Passero, its employees, or its consultants in the interest of the Services or Project including but not limited to:
- 7.2 Transportation and subsistence of Project personnel, consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.
- 7.3 Any other provision of this Section 7 notwithstanding, Reimbursable Expenses are limited to the amounts set forth in each Work Order.

## **8. Insurance**

- 8.1 Passero agrees to maintain the following insurance coverages during the performance of its Services under this Agreement:

Workers' Compensation & Employers' Liability	Statutory
General Liability	
Bodily Injury/Property Damage Combined	
(including contractual)	\$1,000,000/\$1,000,000
Automobile Liability	
Bodily Injury/Property Damage Combined	\$1,000,000/\$1,000,000
Professional Liability	
(including errors and omissions)	\$1,000,000/\$1,000,000

- 8.2 Upon request, Passero shall provide Client with a certificate of insurance indicating that the above-described coverages are in effect.

- 8.3 Limitation of Liability: The County agrees, to the fullest extent permitted by law, to limit the Consultant's professional liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, to the total amount of \$100,000, or the amount of the Consultant's fee on a specific project (whichever is greater).

## **9. Termination/Suspension**

- 9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Passero shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination, together with Reimbursable Expenses then due.
- 9.2 If the Project is suspended for more than thirty (30) consecutive days, Passero shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, Passero's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Passero's Services.

## **10. Use of Documents and Electronic Deliverables**

- 10.1 All Documents and Electronic Deliverables created by Passero during its' assignment to the County shall become property of the County. All Documents are recognized as instruments of Service in respect to this Project, and Consultant shall also retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 10.2 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as "hard copies") that are signed and sealed by Consultant. Electronic files of text, data, graphics, or other types that are furnished by Consultant ("Electronic Deliverables") to Client are only for convenience of Client. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the Client's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.
- 10.3 When transferring Electronic Deliverables, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

- 10.4 Client may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Client. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Consultant is providing such Documents and Electronic Deliverables for Client's use only for this Project. Any reuse or modification of Electronic Deliverables without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant or Consultant's subconsultants. Any verification or adaptation by Consultant of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates agreed upon by Client and Consultant.

## **11. Hazardous Substances**

- 11.1 Client recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Passero has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

## **12. Equal Opportunity Employer**

- 12.1 Passero is an equal opportunity employer. Passero does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

## **13. Contingent Fees**

- 13.1 Passero warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for Passero, whose fee, commission, percentage, gift, or other consideration from Passero is contingent upon, or results from, that person's or entity's procuring this Agreement.

## **14. Construction**

- 14.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Georgia.

## **15. Venue, Dispute Resolution**

- 15.1 Client and Passero agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Cook County, Georgia.
- 15.2 In the event of a dispute between the County and Consultant, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

## **16. Dispute Costs**

- 16.1 In the event litigation shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and attorneys' fees which may be incurred on account

of such litigation, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

## **17. Successors and Assigns**

- 17.1 Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns. Passero will not assign this Agreement in whole or in part, or delegate any of its responsibilities hereunder to any third party, without the express written consent of the Client, which consent shall not be unreasonably withheld.

## **18.. Entire Agreement**

- 18.1 This Agreement and the exhibits hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon Client or Passero unless reduced to writing and signed by both Parties. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

## **19. Partial Invalidity**

- 19.1 If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

## **20. Notices**

- 20.1 Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given.
- 20.2 Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To Client:  
Faye Hughes, County Administrator  
Cook County Board of Commissioners  
1200 South Hutchinson Avenue  
Adel, Georgia 31620

To Consultant:  
Andrew M. Holesko, CM, Vice President  
Passero Associates, LLC  
13453 North Main Street, Suite 106  
Jacksonville, Florida 32218

## **21. No Partnership**

- 21.1 Nothing contained in this Agreement shall or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Client and Passero, and they are and shall remain independent contractors one as to the other.

**22. Counterparts**

- 22.1 This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

**23. Additional Provisions**

- 23.1 Confidentiality: The County requires that Passero exercise reasonable care in order to protect the Airport business operations from other Airports in similar business enterprise.
- 23.2 Right of Refusal: The County has the right to refuse Passero's assignment of subconsultant contracts to any subcontractor not acceptable by the County.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

**"Client"**

Cook County Board of Commissioners

By: \_\_\_\_\_  
Typed Name: Debra Robinson, Chairman

Attest:

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

(CORPORATE SEAL, optional)

**"Consultant"**

Passero Associates, LLC

By: \_\_\_\_\_  
Typed Name: Andrew M. Holesko, CM, Vice President

Attest:

By: \_\_\_\_\_  
Typed Name: Mary Gniech  
Title: Contracts/Grants Administrator

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

(CORPORATE SEAL, optional)

**Attachment A**

**Scope of Work General Engineering / Consulting Services**

**Cook County Airport (Adel, Georgia)**

**Cook County Board of Commissioners (Adel, Florida)**

## **Scope of Work . General Engineering / Airport Consulting Services**

**Cook County Airport (Adel, Georgia)**

**(Cook County Board of Commissioners)**

### **I. General**

The General Engineering/Consulting, (GEC) Services to be provided shall be on a continuing basis. Specifically authorized GEC services shall be described in separate work orders. The Consultant shall prepare each work order and forward it to the Cook County Board of Commissioners for review, action and approval. Consultant shall not proceed on projects until receipt of written authorization to proceed from the County. If Consultant does proceed prior to receipt of written authorization, Consultant services may not be eligible for payment from the County.

Scope of work, fees, and schedule for each phase of the development program (or a specific project within a development program) shall be set forth in each work order. If there are any inconsistencies between the Master Consulting Services Agreement and a work order, the work order shall govern.

Professional services shall be divided into two categories of services, in accordance with industry standards: 1 – Basic Services, and 2 – Special Services. Basic Services shall be completely defined within each work order by a scope, lump sum fee, schedule and deliverables. Special Services are services that can reasonably be anticipated to become a part of the project before the start of a project, however, these services can only be defined at a later date in the development program (or project). Special Services such as wetland delineation / flagging, survey and mapping of flagged areas would be considered as one example of this type of service, as the exact wetland boundaries (and size) cannot be determined at the start of a project. Special Services shall be performed as approved by the County in writing, and as funds are available. If requested by the County, a preset fee for anticipated Special Services shall be included in work order(s). If additional funding is required due to project conditions, field conditions or other information, the County and Consultant shall either modify the program (or project) or the County shall commit additional funding.

The sections that follow describe potential forms of professional General Engineering/Consulting Services to be provided.

### **II. Program Management Services**

In general, Program Management (PM) services involve the detailed coordination of individual projects within overall development programs, including a continuing review of active development procedures relating to specific County goals and objectives. Specifically, PM services provide the County with program/project direction, consulting and review from initial program concepts to final project closeout. PM services also provide multi-disciplined, multi-sponsored project coordination

(i.e., projects “by others”), to update the County on “other” development programs that may have an effect (or interaction) on County programs.

PM services may be assigned by the County for programs related to the Airport.

Specifically, PM services may consist of the following:

1. Providing consultation with County on both overall development program and specific project requirements, finances, schedules and other pertinent matters early in the life (and throughout the life) of the program (or project).
2. Review programs (and projects) in accordance with FAA and GDOT Airport design standards, recommendations, advisories, regulations and orders.
3. Coordination with the FAA, GDOT, County Commission, general public and other concerned agencies involved with the Airport and other development programs within the County.
4. Conducting and attending progress meetings.
5. Conducting and attending public information meetings, public hearings and other associated presentations.
6. Collecting data necessary to prepare financial, planning, environmental, architectural, engineering and other feasibility studies.
7. Conducting grants-related research and / or administration throughout the life of the program / project, including the preparation of necessary applications for local, state and federal grant programs and studies.
8. Any other program management-related services, as requested by County and agreed to by Consultant.

### **III. Engineering Design and Construction Phase Services**

As directed, the GEC will provide engineering design and construction-phase services. In general, the GEC shall provide technical services, prepare interim reports and provide status update presentations as each portion of a development program progresses, for County review and comment.

Engineering design and Construction-phase services may consist of the following:

1. Civil Engineering.
2. Site Engineering.
3. Environmental Engineering and Storm Water Management.
4. Structural, Mechanical and Electrical Engineering.
5. Transportation and Traffic Planning and Engineering (including drainage analysis).
6. Architectural Design and Interior Design Services.
7. Landscape Architecture Services.
8. Bid preparation, review and recommendation of award.
9. Construction Administration and Resident Engineering/Inspection.

10. Design-Build coordination, Management and Construction.
11. Value Engineering.
12. Geotechnical Investigation.
13. Surveying.
14. Any other engineering design and construction-phase services, as requested by County and agreed to by Consultant.

#### **IV. Planning Services**

As directed, the GEC will provide planning-related services. In general, the GEC shall prepare technical studies, feasibility studies, interim reports, and provide status update presentations as each portion of a development program progresses, for County review and comment.

Planning services may consist of the following:

1. Project feasibility, operational and financial planning.
2. Airport Master Plans and Airport Layout Plans.
3. Transportation and traffic planning.
4. Recreational facility planning.
5. Drainage master planning.
6. Environmental Assessments and Environmental Impact Statements.
7. Noise Compatibility Studies, Noise Measurement and Monitoring.
8. Financial studies.
9. Economic Development and/or Impact Studies.
10. Assistance with state and federal-level MBE/DBE Programs.
11. Annual update of Airport Capital Improvement Program (CIP).
12. Monitor and update tenant lease exhibits.
13. Participate in public information programs and/or public hearings relating to Airport planning and development, and other development programs.
14. Monitor and maintain ground and aerial surveys.
15. Any other planning-related services, as requested by County and agreed to by Consultant.

#### **V. Staff Extension Services**

Staff Extension Services may consist of small projects, day-to-day professional services, continuing long-term assignments, or miscellaneous services that are needed in an immediate manner. Therefore, the formulation of a new work order may neither be prudent nor possible. A preset hourly fee shall be established when assigning staff extension services (See Attachment C – Standard Labor Rates, Overhead Multiplier, and Profit). In most cases, the consultant shall “draw down” on a not-to-exceed fee, as directed by the County. If additional Staff Extension Services are desired or required beyond the initial pre-set fee, the Consultant will notify the County before the entire preset fee is exhausted, and an additional fee may be assigned by the County to allow a continuation of services.

## **Attachment B**

Sample Work Order (Not for Signature Purposes)

**Sample Work Order 0.0 - General Engineering/Consulting (GEC)**

**Project: Sample Project**

Passero Associates (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Cook County Board of Commissioners, (dated \_\_\_\_\_, 2018), all of which terms and conditions are incorporated herein by reference:

**Project Location:** Cook County Airport (Adel, Georgia).

**Project Description:** Sample Project.

**Scope of Basic Services:** General Engineering/Consulting. See Attachment "Scope of Work (Basic Services)."

**Scope of Special Services:** None anticipated.

**Client Manager / Representative:** TBD (by Cook County).

**PA Program Manager:** Mr. Andrew M. Holesko, CM, Vice President.

**PA Project Manager:** Mr. Brad Wente, PE.

**Basic Services Compensation and Method of Payment:** Not-to-exceed \$0,000.00

**Special Services Compensation and Method of Payment:** None anticipated.

<b><u>Total Project Cost:</u></b>	1-Construction \$0,000 (est.),	2-Design/Construction Administration \$0,000.
	3-Part Time RPR \$0,000.	4-Special Services \$0,000.
	5-Program Management \$0,000.	6-Total Project Cost \$0,000.

**Schedule:** To be determined as soon as Notice-to-Proceed is issued.

**Meetings:** As assigned, by the County.

**Deliverables:** As assigned, by the County.

**Other Considerations** (if applicable): None at this time.

**"Client"**

**Cook County Board of Commissioners**

By: \_\_\_\_\_

Debra Wilson

Title: Chairman

Attest:

By: \_\_\_\_\_

Name, Title: Anna S. Lane, County Clerk

**"Consultant"**

By: \_\_\_\_\_

Andrew M. Holesko, CM

Title: Vice President

Attest:

By: \_\_\_\_\_

Name, Title \_\_\_\_\_