

**AGREEMENT #25219  
FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES  
FOR LAKE COUNTY**

This Agreement for Professional Services ("**Agreement**") is between the County of Lake ("**County**") and FGM Architects, Inc. ("**Consultant**"), whose principal business address is 1 Westbrook Corporate Center, Suite 1000, Westchester, Illinois 60154.

**RECITALS**

1. Lake County is seeking a Consultant to provide Architectural/Engineering Design Services for a Multi-Departmental Building for the Lake County Sheriff's Office and Lake County Coroner's Office in Libertyville, Illinois ("**Services**").
2. Based on Consultant's Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
3. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the Consultant's proposal or the SOI supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

1. This Agreement
2. The Consultant's proposal and all exhibits thereto, including statement of work, dated September 8, 2025.
3. Consultant's response to SOI #25219-Capital Project Design for the Lake County Coroner and Lake County Sheriff's Office dated June 20, 2025.
4. SOI #25219-Capital Project Design for the Lake County Coroner and Lake County Sheriff's Office issued May 23, 2025.

**SECTION 2. SCOPE OF WORK**

The Scope of Work Consultant agrees to perform is set forth in Sections 1, 2 and 4 of Consultant's proposal dated September 8, 2025.

**Scope Clarifications:**

- A. Electronic media for Existing Site Conditions will be made available by the County for use by the A/E. Confirmation of existing site conditions shall be the responsibility of the A/E.
- B. The County will use a contract furniture vendor for general office furniture procurement.

The A/E will be responsible for space planning general office furniture locations and coordinating utilities, but shall not be responsible for specifying, bidding or installation of general office furniture.

### SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective as of the date Lake County gives Contractor notice to proceed, and unless terminated pursuant to Section 18 shall be effective until the date the work is complete.

The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of this Agreement.

At the end of the Agreement term Lake County reserves the right to extend the Agreement for an additional period up to sixty (60) days.

The project development timeline has been agreed upon by all parties as follows:

County Board Approval & Contract Execution	October 14, 2025
Pre-Design Deliverable	December 31, 2025
Schematic Design Deliverable	February 28, 2026

### SECTION 4. AGREEMENT PRICE

The County will pay Consultant not to exceed fee of \$1,184,560 for deliverables identified in the Scope of Work in Section 2 above and will invoice the County not more than once per month based upon the actual expense reimbursement. Said payments shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by Lake County.

Phase	Scope of Services	Fee
Pre-Design	Architect of Record Services	\$162,363
	Item B – Field Verification of Existing Building and Site Conditions	\$17,480
	Item O - Coordinate with Third Party Consultants	\$9,600
	Item V - Survey Services including Title Search and Tree Survey	\$19,000
	Item HHH - Day Trips to Kane and Will County	\$7,500
	Item JJJ and KKK- LEED AND Net Zero Analysis	\$50,000
	Owner Reimbursable Allowance	\$150,000
	Reimbursables Allowance	\$1,000
	<b>Subtotal – Pre-Design</b>	<b>\$416,943</b>

Phase	Scope of Services	Fee
Schematic Design	Basic Architect of Record Services	\$564,590
	Item C - Geotechnical Services	\$20,750
	Item D and E - Integration of Digital Controls to County wide enterprise building automation systems (BAS)	\$25,000
	Item Q - Structured Cabling and Network Design Services	\$13,350
	Item R - Radio and Network Design Services	\$32,601
	Item S - Wetland Impact Report	\$7,000
	Item S - Wetland Impact Report	\$5,000
	Item W and Y - Perimeter Berm and Restorative Landscape Plan (PUD)	\$5,560
	Item X - Security Plan - Physical Security Design	\$12,600
	Item Z - Life Cycle Analysis	\$13,734
	Items AA and BB - Energy Efficiency and Sustainability Analysis and Energy Model File Handover	\$4,800
	Item CC - Bird Safety Analysis	\$3,520
	Item EE - Grant Options and Applicability	\$2,800
	Item FF - Assist Determining Construction Procurement Options	\$2,080
	Item CCC - Order of Magnitude Budget. Uniformat Level 2	\$25,680
	Item EEE - Project Budget and Design Element Authorization Plan	\$6,486
	Item GGG - Constructability Analysis (Value Engineering)	\$19,066
	Reimbursables Allowance	\$3,000
	<b>Subtotal – Schematic Design</b>	<b>\$767,617</b>
<b>Total for the above-described services</b>		<b>\$1,184,560</b>

Pre-Approved Reimbursable Expenses Include:

- Postage and/or delivery
- Printing for Presentations and Contract Document for permit submittal
- Printing of Contract Document for bidding and construction purposes

Local travel (travel less than 100 miles), phone, fax, and printing of review sets for design coordination are included in the fees and will not be charged as a Reimbursable Expense.

## **SECTION 5. INVOICES & PAYMENT**

- A. A purchase order will be issued for the work and Contractor shall submit invoice(s) detailing the products and services provided and identify the purchase order number on all invoices.
- B. The Contractor shall submit invoices detailing the services performed in accordance with the payment provisions of this Agreement. The Contractor may submit invoices for work performed on a monthly basis up to the level of each deliverable less a 10% holdback until each deliverable is completed and accepted by the County. Holdback will be reduced from 10% to 5% at the County's acceptance on the Contract Documents (CD) Phase. Furthermore, the amount of the retainage will be reduced from 5% to 0%, no later than 60 days from the date of substantial completion. Full payment shall be due upon final project acceptance by the County.
- C. The Contractor shall maintain records showing actual time devoted and cost incurred. Contractor shall permit a representative from Lake County to inspect and audit all data and records of Contractor for work and/or services provided under this Agreement. Contractor shall make these records available at reasonable times during the Agreement period and for one year after the termination of this Agreement.
- D. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

## **SECTION 6. CONTRACT MODIFICATIONS**

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Consultant shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

## **SECTION 7. CONSTRUCTION MEANS**

Lake County shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequence, or procedures, or for safety precautions and programs in connection with the construction, unless specifically identified in the Scope of Services.

## **SECTION 8. PREVAILING WAGE ACT**

To the extent that the Illinois Prevailing Wage Act applies, Contractor shall pay and require every subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Agreement in accordance with 820 ILCS 130/.01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the project site and shall notify all of its subcontractors immediately in writing of all changes in the schedule of prevailing wages. Any increase in cost to Contractor due to changes in the prevailing rate of wage during the term of this Agreement shall be at the expense of Contractor and not at the expense of Lake County. If any Change Orders are effectuated, the Change Order shall be computed using the prevailing wage rates applicable at the time the Change Order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Lake County as required by said statute. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Work and in every way defend and indemnify Lake County against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the Prevailing Wage rates on its website. The Department revises the prevailing wage rates and Contractor (or, as applicable, subcontractor) has an obligation to check the Department's web site for revisions to the Prevailing Wage rates. For information regarding current prevailing wage rate, please refer to the Illinois Department of Labor's website.

## **SECTION 9. INDEMNIFICATION**

Consultant agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement caused directly by the negligence or willful or wanton conduct of Contractor. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

To the fullest extent permitted by law, Contractor waives any rights of contribution against Lake County and shall indemnify and hold harmless Lake County from and against any claims arising out of or resulting from performance of Contractor's Work under this Agreement which is caused in whole or in part by the negligent acts or omission of Contractor.

## **SECTION 10. INSURANCE**

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

### **Commercial General Liability Insurance**

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations – up to 2 years after each project completion
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Consultant's projects away from premises owned or rented to Consultant.

### **Excess/ Umbrella Liability**

The Consultant's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

### **Automobile Liability Insurance**

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Consultant's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

### Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Consultant arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Consultant's employees, with limits listed below:

#### Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

### Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

### Liability Insurance Conditions

Consultant agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Consultant's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Consultant agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Consultants who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at

least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County  
Purchasing Division  
18 N. County 9th Floor  
Waukegan, Illinois 60085**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.**

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Consultant.

#### **SECTION 11. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL**

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-



compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

## **SECTION 12. DISPUTE RESOLUTION**

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall, if not satisfied through less formal means, first be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097. The Consultant agrees that it may seek additional remedies only after the process set forth in § 33.097 is complete.

## **SECTION 13. NO IMPLIED WAIVERS**

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

## **SECTION 14. SEVERABILITY**

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

## **SECTION 15. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

## **SECTION 16. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Andrew J Jasek  
FGM Architects, Inc  
1 Westbrook Corporate Center, Suite 100  
Westchester, Illinois 60154  
630-574-8709

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, 9<sup>th</sup> Floor, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

## **SECTION 17. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

## **SECTION 18. TERMINATION**

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or

circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, “Force Majeure Event” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

## **SECTION 19. APPLICABILITY OF “SUNSHINE” LAWS**

Both parties acknowledge that Consultant’s documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

## **SECTION 20. WORK PRODUCT**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant’s work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

## **SECTION 21. PRESS/NEWS RELEASES**

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County’s Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

## **SECTION 22. DEBARMENT AND SUSPENSION**

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County’s Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

#### **SECTION 21. NON-DISCRIMINATION**

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

**Signed:**

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Its Purchasing Agent

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

**FGM ARCHITECTS, INC**

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

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

