# AGREEMENT # 25306 FOR PROFESSIONAL SERVICES For LAKE COUNTY'S DEPARTMENT OF FACILITIES AND CONSTRUCTION SERVICES

This Agreement for Professional Services ("Agreement") is between the County of Lake ("County") and Actalent ("Consultant"), whose principal business address is 7301 Parkway Drive, Hanover, MD 21076.

#### **RECITALS**

- 1. Lake County's Department of Facilities and Construction Services is seeking professional temporary staffing services ("Services").
- 2. Consultant submitted a proposal to FCS on November 10, 2025 ("Proposal").
- 3. Based on Consultant's Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
- 4. 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**

This agreement and its Exhibits A-C constitute the entire agreement of the Parties and supersedes any prior agreements between the Parties.

- a. Exhibit A: Scope of Work Responsibilities of the Parties
- b. Exhibit B: Scope of Work Design Manager Position Description
- c. Exhibit C: Contract Employee Paid Time Off and Holiday Pay

#### **SECTION 2. SCOPE OF WORK**

The scope of work that Consultant agrees to perform is set forth in Exhibits A-B to this Agreement.

#### **SECTION 3. EFFECTIVE DATE; TERM**

This Agreement shall be effective December 29, 2025 – April 10, 2025, with no renewal or extension options permitted.

**Effective Date**. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the

signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

#### **SECTION 4. AGREEMENT PRICE**

The County will pay Consultant pursuant to the fee table below, with a total contract amount not to exceed \$49,750.

Employee's hourly rate	\$48.08
Consultant's administrative fee	\$40.47
Hourly Rate billed to County	\$88.82

Hours in excess of 40 hours per week shall not be authorized under this Agreement.

Consultant will invoice the County not more than once per month based upon the actual expense reimbursement.

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

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a Consultant's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 et seq.).
- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided. In the event of delays arising from Lake County's operations, the above timeframe shall no longer apply.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

# **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. INDEMNIFICATION**

Consultant agrees to indemnify and defend Lake County (including its employees, elected officials, executives, and agents) against all claims, actions, demands, judgments, liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and resulting from the Consultant's (including its employees', executives', and agents') actions, whether negligent, reckless, or intentional within the scope of services outlined in this engagement.

Likewise, Lake County agrees to indemnify and defend Consultant (including its employees,

executives, and agents) against all claims, actions, demands, judgments, liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, to the extent such claims arise from Lake County's management, supervision, or actions within the scope of services (including those of its employees, elected officials, executives, or agents).

Each party shall provide prompt notice to the other of any such claim, suit, or proceeding, and shall reasonably assist, at the expense of the indemnifying party, in the defense of any such claim, suit, or proceeding

#### **SECTION 8. 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
- 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*)

# <u>Automobile Liability Insurance</u>

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)

Worker's 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.

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 of 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 <a href="mailto:Purchasing@lakecountyil.gov">Purchasing@lakecountyil.gov</a> 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 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status**. The parties intend that the Consultant will be an independent contractor.
- B. 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 use its best efforts to identify and temporarily replace the person with another properly qualified employee and (ii) within a reasonable timeframe, permanently replace the person. The foregoing shall apply except in the event that Lake County refuses to remit the agreed-upon fee for services rendered by the Consultant.

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.

C. 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 10. DISPUTE RESOLUTION**

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall, if not resolved through informal means, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed arbitral body. The Consultant agrees that it may seek additional remedies only after the arbitration process is complete and an award has been issued.

#### **SECTION 11. 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 12. 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 13. 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 14. 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:

Donte Cobb Assistant Controller – Midwest Region 10401 Deerwood Park Blvd, Suite 100 Jacksonville, FL 32246 dcobb@actalentservices.com

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 15. 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 16. 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.

# 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 17. 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 18. 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 19. 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 20. 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	ACTALENT
By:	By: Donte Cobb
Its Director of Facilities and Construction Services	Its Assistant Controller
Date: 16 Dec 2026	Date: 12/16/2025

# **Exhibit A**

# Scope of Work – Responsibilities of the Parties

# **Responsibilities of the Consultant**

- Recruit, screen, and assign qualified contract personnel ("Contract Employee") to perform the services specified by the County.
- Conduct all required background checks, verifications, and compliance screenings as specified by the County and applicable law.
- Consultant is the employer of record and shall handle all payroll functions, including payment of wages, withholding of taxes, and provision of legally required benefits.
- Provide workers' compensation coverage and maintaining adequate insurance for all Contract Employees.
- Address performance concerns, disciplinary issues, and any violations of Consultant or County policies as communicated by the County.
- Ensure all Contract Employees comply with federal, state, and local laws as well as industry regulations.

# 2. Responsibilities of the County

- Provide a clear description of duties, work schedule, and performance expectations. It shall be the County's responsibility to control, manage and supervise the work of Contract Employee assigned to County.
- Provide a safe, clean work environment that complies with all applicable local, state and federal laws. County shall retain OSHA recordkeeping and logs for the duration of this Agreement.
- Provide necessary equipment, tools, or system access required for the Contract Employee to perform assigned duties.
- Direct day-to-day work activities but shall not assume responsibility for employment-related matters reserved to the Consultant.
- Promptly notify Consultant of any performance or attendance concerns requiring corrective action or removal of the Contract Employee.

#### **Exhibit B**

# Scope of Work Design Manager Position Description

#### **GENERAL DESCRIPTION**

The Design Manager (DM) manages and executes the capital projects design process. The DM will oversee all of the design-related matters with the County's consultants (Architects and Engineers) during the design phase, help with bidding during the procurement phase, and assist County Project Managers during the construction phase to make sure deliverables meet the design intent. The DM will act as Lake County's principal agent in the management of design development and design deliverable during the lifecycle of a project. This position is under the direction of the County's Facilities Management Division Head.

**PRIMARY DUTIES**: This list represents the essential functions performed by the position. Employees may be assigned additional duties by management as required.

The Design Manager performs the following duties and tasks:

- Lead in the development of executable designs for renovation, replacement, and new installations.
- Manage the design budgets for construction projects.
- Establish creative strategy, budgets and schedules for projects.
- Operationalize and implement County building standards for design delivery.
- Work seamlessly across organizational structures
- Manage the development and review the quality and accuracy of design projects.
- Serve as the primary point of contact for design.
- Collaborate with a diverse group of stakeholders, including, IT and internal business partners, and vendors.
- Provide reporting on the implementation of projects while in progress and upon completion.

# **GENERAL RESPONSIBILITIES AND REQUIREMENTS**

<u>DATA RESPONSIBILITY</u>: "Data Responsibility" refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.

Gathers, organizes, analyzes, examines, or evaluates data or information.

**PEOPLE RESPONSIBILITY:** "People Responsibility" refers to individuals who have contact with or are influenced by the position.

Persuade or influence others in favor of a service, point of view, or course of action; may enforce laws, rules, regulations or ordinances. Influence of others to support strategic initiatives, project positioning, or access to enabling work will be required.

**ASSETS RESPONSIBILITY**: "Assets Responsibility" refers to the responsibility for achieving economies or preventing loss within the organization.

Has responsibility and opportunity for achieving significant economies and/or preventing significant losses; handling supplies of high value or significant amounts of money consistent with the operation of a small division.

<u>MATHEMATICAL REQUIREMENTS</u>: "Mathematics" deals with quantities, magnitudes, and forms and their relationships and attributes by the use of numbers and symbols.

Use of mathematics involving the practical application of fractions, percentages, ratios and proportions; or measurements, logarithmic, or geometric construction; may use algebraic solutions of equations and inequalities; descriptive statistics; deductive geometry, plane and solid, and rectangular coordinates; mathematical and classifications or schemes.

<u>COMMUNICATIONS REQUIREMENTS</u>: "Communications" involves the ability to read, write, and speak.

Reads journals, manuals, and professional publications; speak informally to groups of coworkers, staff in other organizational agencies, general public, people in other organizations, and present training; compose original reports, training and other written materials, using proper language, punctuation, grammar, and style.

Responsible for conveying the impacts of construction projects and related strategic initiatives to Lake County Stakeholders, Employees, and the Public.

**COMPLEXITY OF WORK:** "Complexity of Work" addresses the analysis, initiative, ingenuity, creativity, and concentration required by the position and the presence of any unusual pressures.

Perform skilled work involving the application of principals of logical thinking and rules/systems to constantly diagnose and define problems, collect data and solve problems with widespread unit or organizational impact; requires sustained, intense concentration for accurate results and continuous exposure to unusual pressure.

**IMPACT OF DECISIONS:** "Impact of Decisions" refers to consequences such as damage to property, loss of data or property, exposure of the organization to legal liability, or injury or death to individuals.

Makes decisions with very serious impact - affects entire organization and the general public; probability of loss of life and/or damage is very likely.

**EQUIPMENT USAGE:** "Equipment Usage" refers to inanimate objects such as substances, materials, machines, tools, equipment, work aids, or products. A thing is tangible and has shape, form, and other physical characteristics.

Operates various equipment such as general office equipment, various detectors or meters, digital cameras, hand or laser measures, etc. Use of general office software programs such as word processing, spreadsheets, and specialized construction related software programs such as AutoCAD, Revit, and MS Project.

**SAFETY OF OTHERS**: "Safety of Others" refers to the responsibility for other people's safety, either inherent in the job or to assure the safety of the general public.

Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

# **EDUCATION AND EXPERIENCE REQUIREMENTS**

**EDUCATION REQUIREMENTS**: "Education Requirements" refers to job specific training and education required for entry into the position.

Bachelor's, master's, or other advanced degree in architecture, engineering, or related field.

<u>LICENSES, CERTIFICATIONS, AND REGISTRATIONS REQUIRED</u>: "Licenses, Certifications, and Registrations" refers to professional, state, or federal licenses, certifications, or registrations required to enter the position.

Professional Engineer (PE), Registered Architect (RA), Project Management Professional (PMP), Facilities Management Professional (FMP), Leadership in Energy and Environmental Design Accredited Professional (LEED AP), or other relevant credentials are preferred.

**EXPERIENCE REQUIREMENTS:** "Experience Requirements" refers to the amount of work experience that is required for entry into the position that would result in reasonable expectation that the person can perform the tasks required by the position.

Three to five years of professional experience in building construction, construction management, civil engineering, architecture, facility management, or equivalent experience.

Familiarity with construction/ project management software

Experience using AutoCAD and REVIT software system.

Ability to read, analyze, and interpret building designs and construction plans, control drawings,

service bulletins, technical procedure manuals, equipment specifications, and governmental regulations.

Ability to communicate effectively orally and in writing with multiple stakeholders. Demonstrated leadership experience.

#### AMERICANS WITH DISABILITIES REQUIREMENTS

<u>PHYSICAL DEMANDS</u>: "Physical Demands" refers to the requirements for physical exertion and coordination of limb and body movement.

Requires work that involves walking or standing some of the time and involves exerting up to 10 pounds of force on a regular and recurring basis or sustained keyboard operations. Must be able to climb ladders and stairs, and must be able to work on your feet for long periods of time. Ability to work in extreme environments, e.g. hot sun, below freezing, crawl spaces, etc.

**UNAVOIDABLE HAZARDS**: "Unavoidable Hazards" refers to unusual conditions in the work environment that may cause illness or injury.

The position may be exposed to Bright/dim light; Dusts and pollen, Extreme heat and/or cold; Wet or humid conditions, Extreme noise levels, Animals/wildlife, Traffic; Moving machinery, Electrical shock; Heights

**SENSORY (ADA) REQUIREMENTS**: "Sensory Requirements" refers to hearing, sight, touch, taste, and smell necessary to perform the tasks required by the position efficiently.

The position requires normal visual acuity and field of vision, hearing, and speaking abilities. Color, depth and texture perception.

# **Exhibit C**

# Paid Time Off (PTO) and Holiday Pay

# PTO Policy

Contract Employees are eligible to accrue vacation, which can be used for any purpose including those covered by any applicable state statutory leave law, subject to the following conditions on this Assignment. Contract Employees will accrue 1 vacation hour for every 26 hours worked, including overtime, with a maximum of 80 hours of accrued vacation leave annually. Accrued, but unused vacation hours may be carried over into the next year, in an amount not to exceed 80 hours. Unless required by applicable law, accrued but unused vacation will not be paid out upon termination.

# Holiday Pay

The Contract Employee shall receive Holiday Pay for the 10 fixed holidays and 4 floating holidays outlined below, which mirror the County's holiday calendar

Fixed
Fixed
Floating
Floating
Fixed
Fixed
Fixed
Fixed
Floating
Floating
Fixed
Fixed
Fixed
Fixed

- Floating holidays become available on the day of the observed holiday. The employee may elect to use the time on the holiday or work the floating holiday and use it on a later date.
- Three floating holidays may be carried over into the new calendar year and expire on March 31 of the new calendar year.
- Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.