

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Tynan Group, LP. with an address at 121 Gray Street, Suite 300, Santa Barbara, CA 93101 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

### 1. **DESIGNATED REPRESENTATIVE**

John L. Green at phone number 805-934-6229 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. John P. Tynan at phone number 805-679-7555 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

### 2. **NOTICES**

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each a "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: John L. Green  
Capital Division Chief  
General Services Department  
County of Santa Barbara  
Courthouse, East Wing, 2nd Floor  
1105 Santa Barbara Street  
Santa Barbara, CA 93101  
Tel: (805) 934-6229  
[jlgreen@countyofsb.org](mailto:jlgreen@countyofsb.org)

To CONTRACTOR: John P. Tynan  
Chairman and CEO  
121 Gray Ave. Suite 300  
Santa Barbara, CA 93101  
805.679.7555  
[jtynan@tynangroup.com](mailto:jtynan@tynangroup.com)

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

**3. SCOPE OF SERVICES**

CONTRACTOR shall provide to COUNTY the services (the "Services") as set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work").

**4. TERM**

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services under the Statement of Work, but no later than June 30, 2027 unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and

fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference

with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as

COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits and attachments hereto, together with the Request For Proposals pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and CONTRACTOR's proposal submitted to COUNTY in response to same, a copy of which is attached hereto as Exhibit A-1, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties, and by no other means, except as otherwise set forth in Section 36, below. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## 26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

## 27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## 28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## 29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

## 30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## 31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

## 32. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between CONTRACTOR's Proposal (attached hereto as Exhibit A-1), on the one hand, and any other provision(s) of this Agreement on the other, the provisions of this Agreement (including the COUNTY's Request for Proposals, and Exhibits B, B-1, and C) other than CONTRACTOR's Proposal shall take precedence and control and prevail over the provisions of Exhibit A-1.

## 33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in CONTRACTOR's Proposal as attached hereto and as set forth in Exhibit A ("Subcontractors"). Contractor shall be fully responsible for all services performed by its Subcontractors. Contractor shall secure from each of its Subcontractors legally binding written

agreement to comply with the provisions of this Agreement pertaining to CONTRACTOR's obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

**34. HANDLING OF PROPRIETARY INFORMATION**

CONTRACTOR understands and agrees that certain materials which may be provided by County may be classified, and may also be labeled, as proprietary confidential information ("Confidential Information"). CONTRACTOR shall comply with the following special provisions with respect to Confidential Information:

- a. CONTRACTOR shall ensure that all reasonable steps are taken to prevent disclosure of the Confidential Information to any person except personnel of CONTRACTOR who have a need to know such Confidential Information for the purposes of fulfilling CONTRACTOR's obligations hereunder, and provided that such Confidential Information shall only be used to the extent necessary to fulfill CONTRACTOR's obligations hereunder.
- b. Upon termination of this Agreement, CONTRACTOR shall return all copies of the Confidential Information directly to the COUNTY representative designated above.

**35. NEWS RELEASES/INTERVIEWS**

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, that it will not communicate with the media concerning the subject matter of this Agreement without prior written approval of the COUNTY representative designated above. CONTRACTOR further agrees to refer all media requests to the COUNTY representative designated above.

**36. CHANGES IN SCOPE**

CONTRACTOR shall not be entitled to additional compensation beyond the amount set forth in Exhibit B for Base Services other than in accordance with this Section 36 and Section 37, below. In the event that COUNTY requests a change in the Statement of Work which CONTRACTOR contends is objectively material and would require an increase in compensation beyond the amount of Compensation for Base Services set forth in Exhibit B, and such change and increase are not in any way attributable to any act(s) or omission(s) of or on behalf of CONTRACTOR or any Subcontractor(s), including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR, CONTRACTOR may, within five (5) business days of COUNTY's change request, notify COUNTY in writing of such contention of materiality. If CONTRACTOR does not deliver to COUNTY such written notice of materiality within such 5-day period, COUNTY's change request shall be deemed immaterial, and CONTRACTOR shall perform, but shall not be entitled to additional compensation for, such change. If COUNTY agrees with CONTRACTOR's contention of materiality, the Director of General Services, or his Assistant Director or Capital Division Chief designee ("Director") may execute a Change Order in accordance with Section 37, below.

If COUNTY causes a change in the Service(s) or Deliverable(s) that CONTRACTOR contends is objectively material, and such change is not in any way attributable to any act(s) or omission(s) of or on behalf of CONTRACTOR, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR or any Subcontractor, CONTRACTOR must, within five (5) business days of the event that caused such change, notify COUNTY in writing that CONTRACTOR contends COUNTY has caused a material change in the Service(s) or Deliverable(s), and substantiate the reason(s) for CONTRACTOR's contention. If the Director concurs that COUNTY has caused a material change in Service(s) or Deliverable(s) required by COUNTY hereunder, the Director may execute a Change Order in accordance with Section 37, below.

If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to any act(s) or omission(s) of or on behalf of CONTRACTOR or any Subcontractor, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR, the Director may request, and CONTRACTOR, pursuant to such request, shall promptly provide, assistance in re-



allocating the remaining available funds for Base Services Compensation hereunder. Such assistance must, if requested by the Director, also include a determination of any other services and deliverables necessary to complete the Project.

If there is a material decrease in the Services or Deliverables required to complete the Services, CONTRACTOR If shall immediately notify the Director of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

**37. Supplementary Services & Deliverables**

To the extent that COUNTY has established a Supplemental Services Allowance (“SSA”) for the performance of services not included within the Services and Deliverables, such SSA is set forth in Exhibit B. CONTRACTOR shall not commence work other than as set forth in the Statement of Work, and shall not be paid any part of the SSA, unless pursuant to a Change Order duly executed by both the Director and CONTRACTOR, and only to the extent such SSA and Change Order authority are expressly authorized and delegated by the COUNTY Board of Supervisors in approving this Agreement. The aggregate amount of compensation payable to Contractor for all Change Orders shall not exceed the SSA. Payment may only be made for Change Orders that include objective rates for the change or alteration using a price-determination method that is common in commercial transactions, such as hourly rates or cost plus a fixed fee.

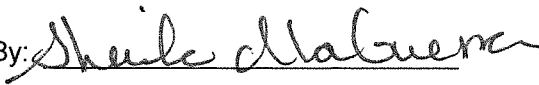
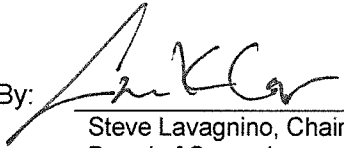
Agreement for Services of Independent Contractor by and between the **County of Santa Barbara** and Tynan Group, LP.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the parties hereto ("Effective Date").

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By:  Deputy Clerk  
By:  Steve Lavagnino, Chair  
Board of Supervisors

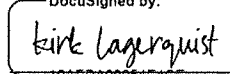
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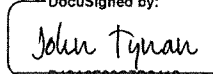
**RECOMMENDED FOR APPROVAL:**

Kirk Lagerquist, Director  
General Services Department

**CONTRACTOR:**

Tynan Group, LP.

By:   
Department Head

By:   
Authorized Representative

Name: John P. Tynan

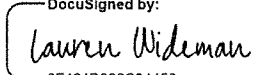
Title: Chairman and CEO

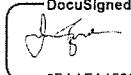
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

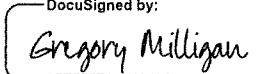
Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Deputy County Counsel

By:   
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By:   
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

The following documents are attached hereto and incorporated by reference in this Statement of Work:

- **EXHIBIT A-1:** CONTRACTOR'S Proposal for Construction Management Services dated August 24, 2023 along with updated Fee Schedule dated 4-22-24 (to the extent not inconsistent with the provisions of this Agreement and Exhibits hereto other than Exhibit A-1).

Filipp Kozachuk (Project Manager) and Cameron Carey (Project Executive) shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

**Suspension for Convenience.** John L. Green may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 180 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

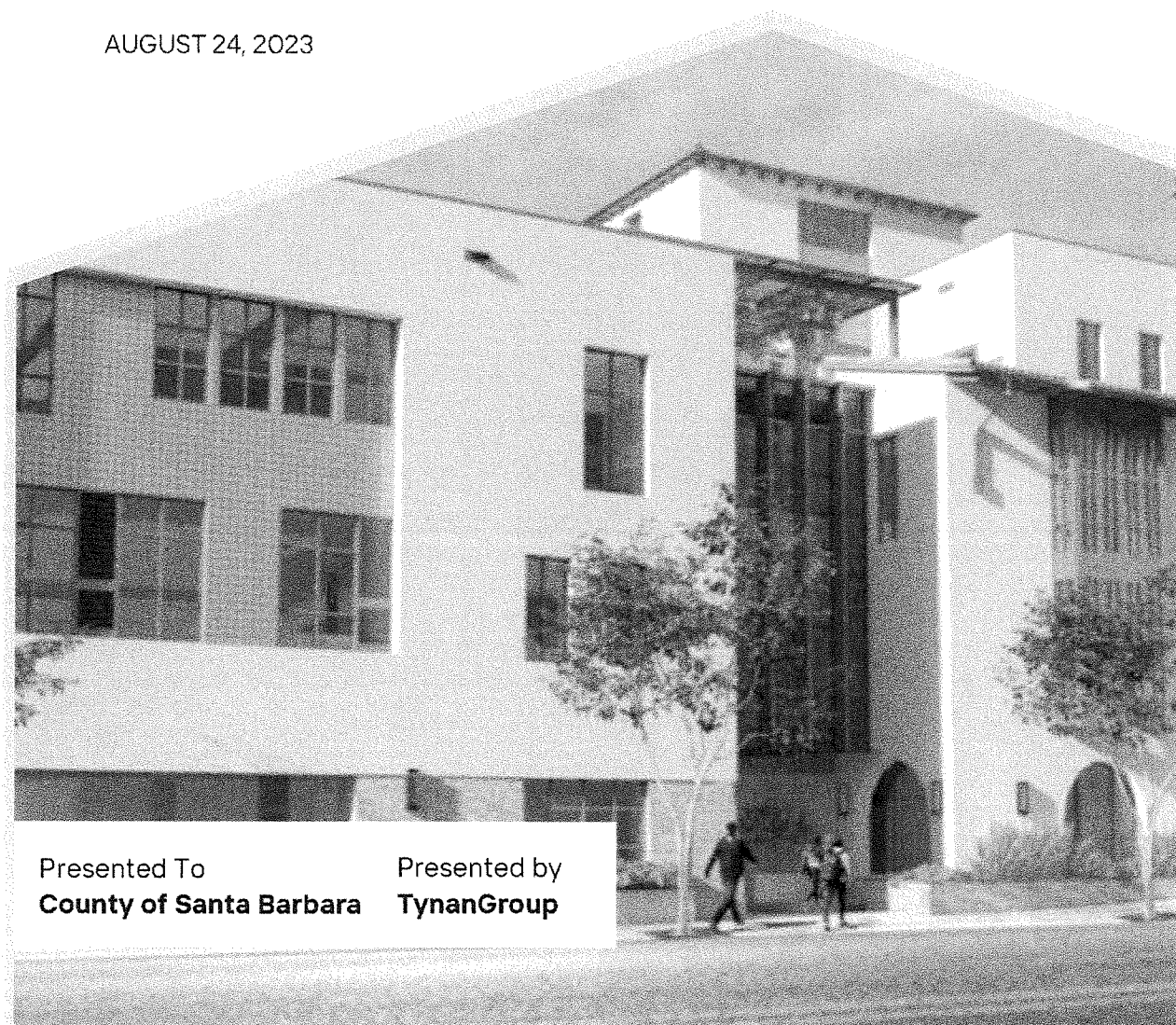
**EXHIBIT A-1  
CONTRACTOR'S PROPOSAL**



# CONSTRUCTION MANAGEMENT SERVICES PROPOSAL - RFQ #19014

COUNTY OF SANTA BARBARA PROBATIONS  
HEADQUARTERS BUILDING

AUGUST 24, 2023



Presented To  
**County of Santa Barbara**

Presented by  
**TynanGroup**

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## SECTION 8.1 - 8.2

### TRANSMITTAL / COVER LETTER & SIGNATORY REQUIREMENTS



Dignity Moves, a TynanGroup project

August 24, 2023

Santa Barbara County  
General Services Department  
1105 Santa Barbara St, Second Floor  
Santa Barbara, CA 93101



Subject: RFQ/P for Construction Management Services for County of Santa Barbara Probations  
Headquarters Building

Dear Santa Barbara County,

Thank you for the opportunity to present our qualifications in response to your RFQ/P for Construction Management Services. We know this is an important project for the County of Santa Barbara, and TynanGroup would be honored to be involved.

TYNANGROUP LP

**MAILING ADDRESS**

121 Gray Avenue, Suite 300, Santa Barbara, CA 93101

**YEAR FIRM WAS ESTABLISHED**

1991

**ENTITY TYPE**

Limited Partnership (LP)

**SIZE**

30-50

**MAIN POINT OF CONTACT INFORMATION**

**Contact:** John Tynan

**Title:** CEO

**Address:** 121 Gray Avenue, Santa Barbara, CA 93101

**P:** 805-689-1585

**E:** JTynan@tynangroup.com

**OUR MISSION**

TynanGroup is dedicated professionals providing real estate development services to clients across the nation.



## **WHAT WE DO**

TynanGroup is a national real estate development services firm that has been helping clients successfully navigate the development process for over three decades. With more than \$8 billion worth of project experience, TynanGroup is a leader in the industry; renowned for delivering the utmost in functionality, design, and construction in a timely manner. Our highly qualified staff has gained a strong reputation for its ability to solve complex problems and deliver value-added service. Our winning approach combines management skills, technical expertise, and industry knowledge. At TynanGroup, our goals are simple: help our clients adhere to their budgets and schedules and produce projects of the highest quality.

## **OUR SERVICES**

Developing, renovating, or expanding a property requires unparalleled attention to detail. Every aspect of a project demands constant scrutiny and oversight. TynanGroup's professionals bring industry leading best practices and more than \$8 billion in development experience to every project. Developers, government entities, management companies, operators, and contractors rely on our ability to reduce development costs while providing on-time delivery and excellence in sustainability, design, construction, and FF&E. Adhering to the principle that a successful project begins with the end in mind, TynanGroup proactively manages the development of new facilities or the rehabilitation and renovation of existing properties. Our blend of operational, programming, design, and construction experience makes us uniquely qualified to provide clients with technical assistance and valuable advice at every stage of the development process.

## **OUR SPECIFIC APPROACH**

We have built our project team around Filipp Kozachuk who recently completed as Project Manager, the Casa Anatega project a few blocks from the project site. Anatega is very similar in size, architecture, delivery system and structural design.

Assisting Fil locally is John Tynan, Project Executive and Lindsay Morales, Assistant Project Manager. All three live in Santa Barbara. As such there will be no reimbursable expenses associated with this core team.

Supplementing as needed, we have four unique professionals for Systems (Adam Jones), MEP (Dave Norton), Estimating (Joe Lauer) and Project Accounting (Bridget Taylor). The involvement and timing of each project team member is detailed in our Resource and Responsibility Allocation Matrix.

We see it as our role and responsibility to always move the project forward. To do this, we must provide the project team with timely answers, tight systems and procedures and an efficient process for payment – all of which protect our clients from risk. Collectively, this mindset delivers a successful, high-quality project on time and within budget.

**STATEMENT**

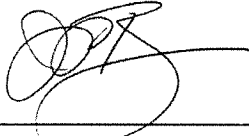
TynanGroup agrees that all proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, may be considered public information.

**ADDENDA ACKNOWLEDGMENT**

TynanGroup acknowledges the following Addendum were issued by the County of Santa Barbara and received by TynanGroup.

Acknowledgment of Addendum # 1 - 8/8/23

Acknowledgment of Addendum # 2 - 8/14/23



\_\_\_\_\_  
Proposer's Signature

John Tynan, CEO & Founder

\_\_\_\_\_  
Name and Title


8/24/23

\_\_\_\_\_  
Date

TynanGroup

\_\_\_\_\_  
Firm Name

Sincerely,



John Tynan  
CEO & Founder  
TynanGroup, LP.



## SECTION 8.3

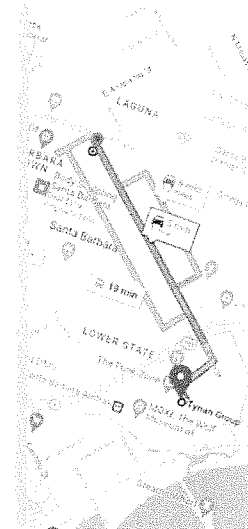
### QUALIFICATIONS



**QUALIFICATIONS**

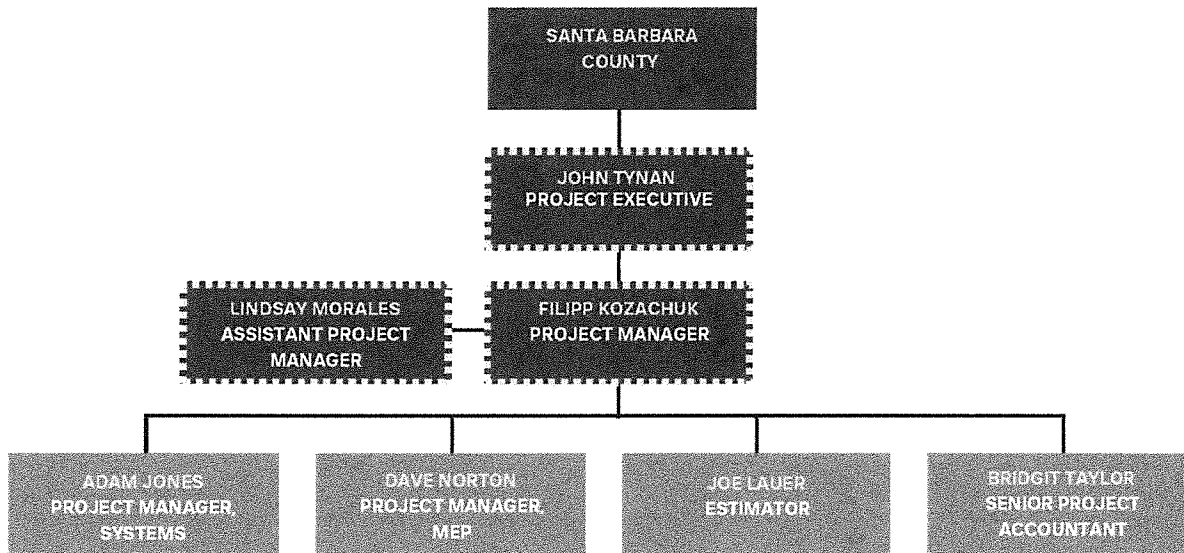
TynanGroup is uniquely qualified for this project:

- We are headquartered in Santa Barbara. Our office is 1 mile from the project site.
- We have over 30 years of experience.
- While being local we also have a national footprint with over \$8 billion of construction experience. This experience gives the sophistication and depth of best construction practices from around the country in a variety of building types.
- We know the Santa Barbara market and its contractors, subcontractors and resources.
- Project Management is the core of our business- this is what we do.
- We have all the systems, procedures, and processes in place for a successful project.
- We have the unique opportunity to propose a Project Manager who recently completed a similar project of size and building type, a few blocks away.



**ORGANIZATIONAL CHART**

We propose the following core team (highlighted in dark blue/dotted): John Tynan as Project Executive, Filipp Kozachuk as Project Manager, and Lindsay Morales as Assistant Project Manager. We have also included the following TynanGroup personnel as proposed auxiliary part-time team members (highlighted in light blue): Adam Jones (Systems), Dave Norton (MEP), and Joe Lauer (Estimating), Bridgit Taylor (Project Accounting) for work as needed.



## JOHN TYNAN

CEO & FOUNDER

1991 - Present

Based on almost 50 years of Development and Construction experience, John leads one of the premier real estate consulting firms in the nation. He has built TynanGroup into the leading development services firm with a diverse client base of private developers, public entities, investment funds, and hotel operating companies. Prior to founding TynanGroup, John spent nearly a decade managing the construction of luxury resort and hotel projects for Hyatt Development Corporation, as Vice-President of Planning and Construction. Since starting TynanGroup in 1991, John's firm has overseen over \$8.5 Billion in hospitality development.

1991

STARTED AT TYNANGROUP

50

YEARS OF EXPERIENCE

### EDUCATION

1988 - 1991

Bachelor of Science in Civil Engineering from the University of Illinois, MBA from DePaul University in Chicago

### RELEVANT PROJECT EXPERIENCE

2010 - Present

- Choctaw Hotel & Casino Expansion
- Andalucia Hotel
- Baccarra Resort & Spa
- El Encanto Hotel
- Pelican Hill Resort & Spa
- Pendry Newport Beach
- Rosewood Miramar Beach Resort
- Sheraton Grande Sacramento

## FILIPP KOZACHUK

### PROJECT MANAGER

2010 - Present

As a project manager, Philipp brings a portfolio of project management experience, which includes commercial tenant improvements, custom residential developments, ground-up hotels, a casino renovation, and new restaurant builds. Philipp has an incredible capacity to go from a high-level, strategic mindset down to the most niche and granular of details. While he has a tremendous record with managing large-scale, complex projects, he also holds a great passion for developments within the local Santa Barbara community. Having been raised in Santa Barbara, Philipp not only has a deep care for the community's future but has extensive experience navigating projects downtown. In 2017 he headed the development of Casa Anatega, a 46,000 sqft apartment complex, with Type I-A podium construction with two floors of Type 5-B "stick" construction. Philipp's proficiency in working on zero-lot line properties and his unmatched community relations contributed to completing the beautiful Andalucian development on time and on budget. Philipp's experience and versatility make him an important asset to TynanGroup.

2020

STARTED AT TYNANGROUP

10

YEARS OF EXPERIENCE

### EDUCATION

1999 - 2001

Bachelor's degree in Economics & Business, Cum Laude, Westmont College, Santa Barbara, CA

### RELEVANT PROJECT EXPERIENCE

2010 - Present

- Casa Anatega
- Mission Pacific Hyatt Hotel (including all restaurant new builds)
- The Seabird Resort, Hyatt Hotel
- Chumash Casino
- Pendry Newport Beach
- Restaurant Loquita
- Midland School Expansion

**LINDSAY MORALES**

ASSISTANT PROJECT MANAGER

A recent graduate of Westmont College in Economics and Business, Lindsay supplies a high-level of detail, organization, and communication to TynanGroup’s Project Management team. Prior, has a wide range of experience in creating and implementing new strategies and systems. In high-tech, she used her project management skills to develop nonexistent event strategies. Consulting for an international non-profit, she served as a vital connection point between the client’s team in India and the US project team. Process driven, Lindsay plays a key role in project execution, as she guides teams in establishing new processes, resources, and documentation. Lindsay is exceptional in communicating and working across teams to help move project deliverables forward. Currently, Ms. Morales is in TynanGroup’s project management development program.

**2023**

STARTED AT TYNANGROUP

**3**

YEARS OF EXPERIENCE

**EDUCATION**

Bachelor’s degree in Economics & Business, Westmont College, Santa Barbara, CA

**ADAM JONES**

PROJECT MANAGER, SYSTEMS

Adam provides clients with valuable project management, specializing in technology integration, low voltage design, and enterprise systems and networks. With over 17 years in the industry, Adam has a comprehensive knowledge of IT operations, IT budgeting, data center renovations, and new construction, allowing him to play a vital role in facilitating the coordination of utility companies, technology vendors, and contractors. Adam’s extensive experience in design, integration, implementation, and installation of technology and telecommunications has led to countless savings for clients, including Hotel Bel-Air as they underwent a two-year renovation with a \$3.5 million IT budget. From reviewing current low voltage designs to managing technology construction, Adam proves to be an indispensable member of the TynanGroup team.

**2020**

STARTED AT TYNANGROUP

**18**

YEARS OF EXPERIENCE

**EDUCATION**

Bachelor of Science degree in Electrical Engineering from the Temple University in Philadelphia, PA

**RELEVANT PROJECT EXPERIENCE**

PROJECTS

- Choctaw Casino & Resort Expansion Construction
- Gila River Community Santan Mountain Casino Construction
- Gila River Community Wild Horse Pass Hotel and Casino Expansion
- Gila River Community Police Department Construction
- Mission Pacific Hotel and Seabird Resort Construction
- Rosewood Miramar Santa Barbara Hotel Construction

**JOE LAUER**

ESTIMATOR

With an expertise in project estimating and 40 years of experience, Joe Lauer has a thorough comprehension for how to move projects forward from concept to completion. Joe's experience has proven to be invaluable to TynanGroup clients as he is able see beyond what has been designed, to forecast future costs, arrival times, installation needs, and more. His exposure to different project types, including security and institutional facilities, has provided him with a robust understanding for the language, standards, finishes, and complexity of access related to each industry. Joe's extensive estimating background continues to keep TynanGroup projects on time and on budget.

**RELEVANT PROJECT EXPERIENCE**

• Federal Correctinal Institution

- SHLA Security Checkpoint 3
- Kimble County Hospital
- Banner Del E Webb Medical Centers Louisa Kellam Center for Women's Health
- Gila River Community Santan Mountain Casino Construction
- Wild Horse Pass Hotel & Casino
- The Heritage Tradition Senior Life Care Facility

**DAVE NORTON**

PROJECT MANAGER, MEP

A leader in the field, Dave Norton brings over 35 years of Construction and Project Management experience, along with an expertise in solving significant mechanical deficiencies. An electrician by trade, Dave has held dual electrical and general contractor licenses throughout his career, providing him with first-hand experience in mechanical, electrical, and plumbing systems. Dave has often been brought on to projects to solve what no one else could, including 25-year-old air conditioning deficiencies at both the Hyatt Regency Phoenix and Hotel Del Coronado. A pioneer in redesigning and developing MEP operating strategies and management systems, Dave has masterfully saved clients hundreds of thousands of dollars through water and electrical reductions. Dave has received the Mayors award from the City of Phoenix for his work in water use reductions, the AAA Environmental award for the design of condenser water cooling system at Hyatt Regency Kauai and has served on countless Governor boards.

**RELEVANT PROJECT EXPERIENCE**

• Hyatt Regency Kauai

- Hotel Del Coronado
- Hyatt Regency Phoenix
- Gila River Indian Community Police Department Construction
- Gila River Indian Community Public Safety Facility for Fire, Police and EMS

**2020**

STARTED AT TYNANGROUP

**40**

YEARS OF EXPERIENCE

**EDUCATION**

Bachelor of Science degree in Civil Engineering from University of Missouri in Columbia, Missouri

**2016**

STARTED AT TYNANGROUP

**35+**

YEARS OF EXPERIENCE



**BRIDGIT TAYLOR**

**SENIOR PROJECT ACCOUNTANT**

Bridgit brings valuable coordination, leadership and project accounting skills to TynanGroup and to each project she works on. As the Senior Project Accountant for TynanGroup, Bridgit works closely with principals, project managers and lenders to enhance overall project efficiency, cost control, and organization. Bridgit manages the accounting functions for multiple projects across the country; monitoring the budget and forecasting, preparing monthly draw packages, generating budget summaries and cash flow reports, reviewing contracts and pay applications, and overseeing all accounting documentation to ensure timely and accurate transactions. Bridgit's strong administrative, customer service and organizational skill set provide the day-to-day groundwork to ensure project financial deadlines are met.

**RELEVANT PROJECT EXPERIENCE**

- Choctaw Hotel & Casino Expansion
- Gila River Community Santan Mountain Casino Construction
- Wild Horse Pass Hotel & Casino
- Sheraton Wild Horse Pass Hotel
- Pendry Newport Beach
- Sheraton Grand Phoenix
- Sheraton Denver Downtown
- Viewline Resort
- W Fort Lauderdale Facade
- Surf & Sand Renovation

**2019**

STARTED AT TYNANGROUP

**15**

YEARS OF EXPERIENCE

**EDUCATION**

Bachelor of Science degree in Psychology from Santa Clara University, CA

Master of Arts degree in Women's Studies from University of Memphis, TN

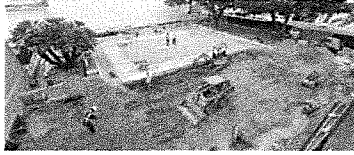


## SECTION 8.4

### EXPERIENCE OF PROPOSER



### A SAMPLING OF OUR PUBLIC, GOVERNMENT & LOCAL PROJECTS



Santa Barbara Public Library



Hotel California



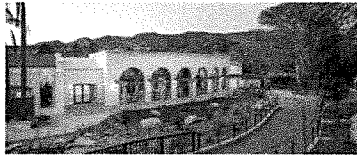
Digitby Moves



Rosewood Miramar Beach Resort



Santa Barbara Rescue Mission



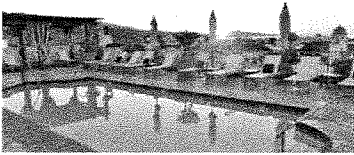
Santa Barbara Zoological Gardens



Casa Blanca Community School



Casa Anatega



The Kingston Canary Hotel



Wild Horse Pass Hotel & Casino



Music Academy of the West



Cold Springs Elementary



Christ Presbyterian Church



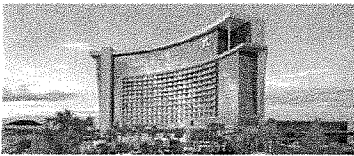
Crane Country Day School



Twin Warriors Golf Club



Hyatt Regency Lake Tahoe Resort, Spa & Casino



Cheslaw Resort & Casino



Westmont College Faculty Housing



La Cumbre Country Club



Sagehen Mountain Casino



Yee Quiva Hotel & Casino



Congregation Sinai Birth



La Casa De Maria



Gila Crossing Community School



The Ritz Carlton Sarona



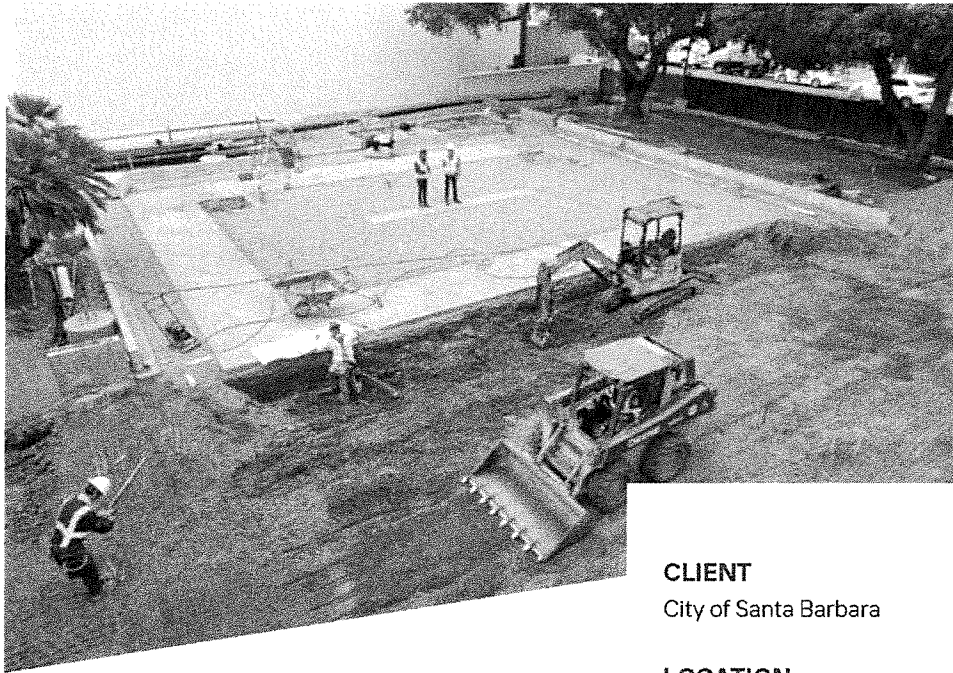
Sheraton Grand at Wild Horse Pass



American Indian Health Services



El Encanto



## SANTA BARBARA PUBLIC LIBRARY

### DESCRIPTION

A few blocks from the project site, the Santa Barbara Public Library kicked off a major construction project in July 2022 on three projects at Central Library: Library Plaza renovation, a new ADA-compliant elevator, and a lower-level staff area renovation. These projects will expand programming space, ensure the Library is safe and accessible, and build a more efficient and modern staff work space. Included are new conference space, new mechanical, (2) new quiet booth rooms, break area, extension of sprinklers, upgrade all lighting, installation of permanent shelving, millwork, installation of new sorting equipment, cable trays at ceiling, power and data to workstations, installation of new security cameras, new paint and finish surfaces. In addition, the project will completely renovate the upper and lower-level plaza of the Library with grading, retaining walls, stormwater, irrigation, concrete paving and electrical/lighting.

### CLIENT

City of Santa Barbara

### LOCATION

Santa Barbara, CA

### SQUARE FOOTAGE

25,000

### COMPLETION DATE

2023

### PROJECT BUDGET

\$9,500,000

### PROJECT SCOPE

- Project Management



## CASA ANATEGA

Located a few blocks from the project site at Anacapa and Ortega Streets is the Casa Anatega project. This successful project, built in 2017 is 46,000 FT<sup>2</sup> with Type I-A podium construction with two floors of Type 5-B “stick” construction. The exterior is classic Santa Barbara “Andalucian” architecture with red tile roofs, white stucco walls, wrought iron Juliet balconies, a courtyard, and wood corbels soffits. The design architect was The Cearnal Collective, a long-time Santa Barbara firm specializing in the El Pueblo Viejo (The Old Town) historic district. The project budget was \$25,000,000 and built in 20 months. Project was completed on time and within budget. The general contractor was Young Construction.

TynanGroup was the Project Manager on Casa Anatega from Pre-Construction through Project Closeout.

### CLIENT

Woodridge Capital Partners

### LOCATION

Santa Barbara, CA

### SQUARE FOOTAGE

46,000

### COMPLETION DATE

2017

### PROJECT BUDGET

\$25,000,000

### PROJECT SCOPE

- Construction Management
- Budget Management



## GILA CROSSING COMMUNITY SCHOOL

PROJECT SUMMARY

Gila Crossing School is a state-of-art STEM K-8 school for 734 students on the Gila River Community. The design is based on the latest educational facility security input, which minimizes threats to students (no line of site to students, strategic window placement, ingress/egress program which facilitates controlled entry at all times at all areas. State of the art security systems including motion detection video monitoring, perimeter ingress detection, master lock down system (locks all doors/gates/restricts entry within seconds). Entry/admin offices can be segregated from the rest of the school if required, immobilizing the threat. Bullet proof glass included at all entry locations, laminated glass installed at balance of locations (extensive glass used to bring light into spaces for both students but located strategically to avoid line of site from off campus). Installation of "wood" classroom doors that are actually steel doors. All walls between classrooms and corridors were "hardened".

### CLIENT

Gila River Indian Community

### LOCATION

Laveen, AZ

### SQUARE FOOTAGE

143,000

### COMPLETION DATE

2019

### PROJECT BUDGET

\$40,000,000

### PROJECT SCOPE

- Project Management
- Design Management
- Program Management
- Construction Management
- Budget Management
- FF&E/OS&E Management



## KIMPTON CANARY HOTEL

01000000

Located in the heart of Santa Barbara's downtown business district and a few blocks from the project site is the Canary Hotel, which also features traditional Andalusian design. The 96-room, 4 ½-star boutique hotel has 5,500 square feet of banquet and meeting space, a 120-seat restaurant and bar, a rooftop swimming pool with a spa and deck, and underground parking. Standing five stories high, Canary is one of the tallest structures in Santa Barbara, commanding magnificent views of the entire city, Santa Ynez Mountains, and the Pacific Ocean. This project is also in the El Pueblo Viejo (The Old Town) historic district. The foundation is a mat slab and drainage system similar to the Probation building. The architect was The Cearnal Collective and the general contractor was Matt Construction.

### CLIENT

TynanGroup

### LOCATION

Santa Barbara, CA

### SQUARE FOOTAGE

100,000

### COMPLETION DATE

2006

### PROJECT BUDGET

\$35,000,000

### PROJECT SCOPE

- Development Management
- Project Planning
- Construction Management
- Budget Management
- Project Accounting
- FF&E/OS&E Management



## HOTEL CALIFORNIAN

10/11/2014

Located 1 mile from the Project site on State Street and Mason Avenue, the Hotel Californian consists of a structural steel multi-story historic structure and three buildings with Type I-A podium construction with two floors of Type 5-B "stick" construction. The original 1920's era façade of the historic Californian Hotel is being preserved as part of project. The exterior is classic Santa Barbara and "Andalusian" architecture similar to the Casa Anatega project. Architect is the local firm DesignArc. The general contractor was Matt Construction.

### CLIENT

Woodridge LLC

### LOCATION

Santa Barbara, CA

### SQUARE FOOTAGE

210,000

### COMPLETION DATE

2016

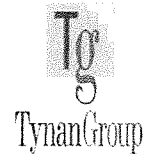
### PROJECT BUDGET

\$175,000,000

### PROJECT SCOPE

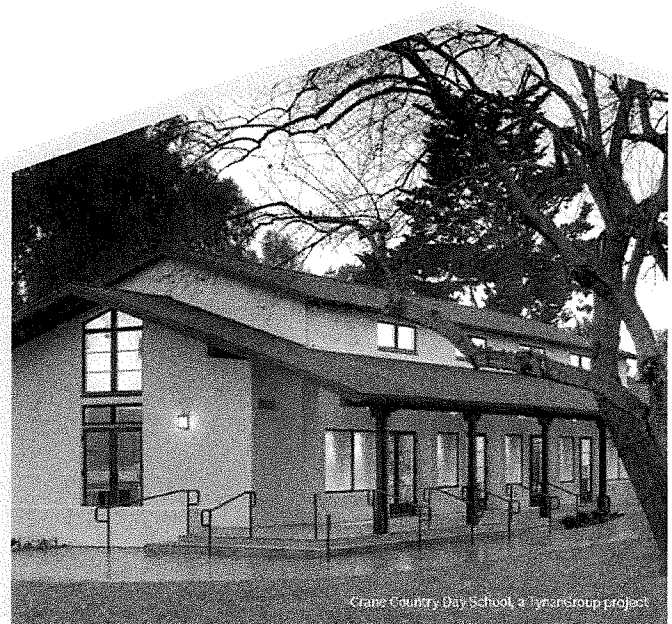
- Construction Management
- Budget Management
- FF&E/OS&E Management





## SECTION 8.5

### PROPOSED WORK PLAN, TIME SCHEDULE, & WORKLOAD



|   |   | Deliverables  | Due Date                          |
|---|---|---|-----------------------------------|
| <b>Pre-Bid Phase 9/2023 - 10/2023</b>     |   |   |                                   |
|   | Perform a design/constructability review of the 50% Construction Documents and prepare a report   | Tg's team including PM, Systems PM, MEP PM will immediately conduct a page-turn of the 50% CD and report on constructability and conflicts together with suggested VE                               | Report due 10/7/2023              |
|   | Perform a back check review of the 100% Construction Documents  | Tg's team including PM, Systems PM, MEP PM will immediately conduct a back check review of 100% CD  | Report due 2 weeks after 100% DCs |
|   | Assist in the preparation and coordination of all required agency and/or County reviews and approvals for construction phasing and staging prior to construction start-up.  | Develop with the County and agencies a process plan/matrix for all reviews and approvals  | Plan due 10/31/2023 or sooner     |
|   | Assist in developing procedures and forms for submission of project budgets, addenda, schedule of values, RFIs, clarifications, change orders, requests for payment, final payment request, and acceptance of project | Tg has forms, process and proceeds in place for this function. However, the eventual Project Management Software may provide all or some of these functions.  | Needs review with County          |
|   | Assist with development of the Division 0 and 1 Specifications  | Tg has suggested language in place which can be modified for the project. For example, our scheduling protocols are especially precise  | Prior to bidding - 10/1/2023      |
|   | Assist with the determination of an appropriate value for liquidated damages.   | Tg has extensive experience with LD's and will work with the County and the Dept. to establish appropriate phasing amounts.   | Prior to bidding 10/1/2023        |
| <b>Bidding Phase 10/2023 - 12/2023</b>    |   |   |                                   |
|   | Perform marketing/outreach for the construction project and advertising for bidders.  | Tg will immediately start the outreach to maximize project interest.  | Upon CM award 9/13/2023           |
|   | Attend pre-bid meetings as needed and the bid opening   | Tg's PM will attend all pre-bid meetings and opening  | As scheduled                      |
|   | Assist in compiling information for issuing addenda as appropriate to interpret, clarify, expand or amend the bidding documents   | From the pre-bid meeting and all GC's Q&A, Tg will compile responses.   | As needed in this phase.          |
|   | Evaluate bids, bid protests and provide feedback to County personnel for purposes of making a recommendation to the Board of Supervisors  | At the bid and following protocols, Tg will carefully evaluate the same, make recommendations   | As needed in this phase.          |
| <b>Construction Phase 1/2024 - 1/2026</b> |   |   |                                   |
|   | Administer the Construction Contract  | This is why Tg is there. This will require full know of the contract and CD's.  | Full time throughout this phase   |
|   | Provide full time, on-site construction management to observe and report on the progress of the executed work   | This is why Tg is there. This will require full know of the contract and CD's.  | Full time throughout this phase   |
|   | Detailed daily reports of all of the contractor's activities  | Tg has a standard form for this important daily task  | Daily                             |
|   | Provide a temporary jobsite office facility   | Prior to construction start, Tg will secure a construction office likely near the site but not on the site to minimize construction interference.   | Upon CM award 9/13/2023           |
|   | Conduct a pre-construction meeting  | Tg has protocols for project kickoff mtgs. Tg will organize and conduct.  | Upon GC award                     |
|   | Review and determine the acceptability of schedules and plans required to be submitted by the contractor  | From the Division 0 and 1 Specifications, the contract and the other specs divisions, Tg will develop a list of all contractor deliverable, monitor delivery of the same and review for acceptance. | Upon GC award                     |
|   | Verify all construction signage required for public safety.   | From the project safety plan, Tg will then implement on the daily walks compliance  | Daily                             |
|   | Verify electronic compliance with prevailing wages  | This is a best as a monthly process   | Monthly                           |
|   | Coordinate, review and process submittals and Requests for Information (RFI's)  | From the project's Project Management software, Tg will set necessary process for all submittal, shop drawings and RFIs   | Daily during this phase           |
|   | Review shop drawings for accuracy and completeness.   |   |                                   |

|   |  |  |
|---|--|--|
| Receive and review all construction contractor's payment requests   | Tg will implement its billing procedure using the County process. Then the draws will be monthly   | Monthly  |
| Receive, review and recommend all written requests from contractors for additional time or money            | From the project's Project Management software, Tg will set necessary process for all requests for time and money extensions.  | As incurs but also part of the monthly draw  |
| Review requests for change orders   | From the project's Project Management software, Tg will set necessary process for all requests for change orders   | As incurs but also part of the monthly draw  |
| Document any conditions which a construction contractor alleges is an unforeseen condition                  | From the project's Project Management software, Tg will set necessary process for documenting all notice of unforeseen conditions  | As incurs  |
| Evaluate contractor's assertion of unforeseen conditions, and provide a recommendation                      | As contractor claims unforeseen condition impacts, Tg will evaluate and provide a solution and recommendation  | As incurs  |
| Coordinate, schedule, and chair weekly progress (OAC) meetings  | Tg will propose an efficient weekly OAC meeting and document the same via the  | Weekly   |
| Document all meetings and verbal directives   | From the project's Project Management software, Tg will set necessary process for all directives   | As incurs  |
| Conduct an earned value analysis  | From the project's Project Management software, Tg will conduct EVA monthly. Note: Procore has this module via Project Controls. If the PM software does not have this capability, Tg has that capability in their Project Accounting Department.  | Monthly  |
| Develop and implement a project specific safety plan  | With the general contractor, the insurance carrier and their Safety General Superintendent, Tg will assure the safety plan is developed and implemented.   | Developed immediately, verified weekly at the OAC and daily with site walks.   |
| Document compliance with environmental permitting and mitigation measures                                   | Tg will identify all environmental permitting and ensure mitigation is implemented   | Immediately and as described   |
| Maintain a hard copy file of the construction contract documents  | Tg will maintain on site (Tg site office), all project documents including all contracts.  | Daily  |
| On a weekly basis, monitor and report contractor's schedule   | Tg will include in their weekly report contractor schedule status  | Weekly   |
| Coordinate all on-site services of persons or entities under contract with the County                       | Tg will coordinate all on-site services such as third party testing  | Daily and as needed  |
| Observe and monitor construction work consistent with the General Conditions                                | As part of daily site walks, full time on-site representation. Tg will monitor and observe construction work for compliance.   | Daily and as needed  |
| Establish, utilize and maintain a web-based project management database system                              | We would recommend in the GC RFP, we describe the requirements of the PM software and database system. Tg will implement the system and the responsible parties for maintaining. Then, once selected, the OAC team agree on the software. PM system is only as good as the team commits and maintains. | Pre-bid, GC award and then immediately   |
| On a monthly basis, provide a report summarizing the project status   | Tg has monthly status report templates for County review   | Monthly  |
| <b>Construction Closeout 1/2026 - 3/2026</b>  |  |  |
| Develop and implement procedures for start-up, testing, commissioning, and acceptance of the completed work | Commissioning is a collaborative process designed to document, verify, and optimize building systems to ensure they meet a set of defined requirements and objectives. Tg will assist in implementing that process per the contract documents.   | The commissioning process will begin at bidding, contracting and throughout the project, finalizing at the project completion and before project acceptance. |
| Prepare schedule of all closeout activities   | Tg has a project closeout acceptance checklist. Tg enhance the same with the project specifics   | At closeout before acceptance  |
| Prepare and distribute a keying schedule.   | Tg will coordinate with the end user, County facilities and the architect to develop a keying schedule.  |  |

|                                |   |   |   |
|--------------------------------|---|---|---|
|                                | Monitor and coordinate the architect's preparation of punchlists  | With the OAC team, Tg will establish the punchlists procedures including documentation, back punch and acceptance. The PN Management software such as Procore have good punchlists tracking and documentation tools.  | The punchlists procedure should be developed prior to closeout. |
|                                | Schedule, coordinate and supervise the final inspection   | Tg will coordinate final inspections.   | Prior to final acceptance                                       |
|                                | Ensure that construction contractors have provided all project record drawings, and manuals, warranties and guarantees.   | This is part of Tg's final closeout checklist and closeout processes  | Prior to final acceptance                                       |
|                                | Coordinate contractor's complete training of the County personnel on all building systems.  | This is part of Tg's final closeout checklist and closeout processes  | Prior to final acceptance                                       |
|                                | Schedule, coordinate, and supervise final tests, start-up, and commissioning of all building systems.   | This is part of Tg's final closeout checklist and closeout processes  | Prior to final acceptance                                       |
|                                | Prepare all necessary documentation for County's final acceptance of Project  | This is part of Tg's final closeout checklist and closeout processes  | Prior to final acceptance                                       |
|                                | Schedule, coordinate and lead any project closeout negotiations   | For final closeout, Tg will take the GC's final application, committed cost reports,  | Prior to final acceptance                                       |
| <b>Post-Construction Phase</b> |   |   |   |
|                                | Prepare and submit a final Construction Summary Report  | Tg will compile a final construction report. The format and content will meet the County requirements including closeout documentation, final budget reports best practice and lessons learned. Tg has a template for this report.  | Within 30 days of Final acceptance                              |
|                                | Visit the Property, with the County and designer, to observe any apparent Project defects that may be discovered, and two (2) months prior to the end of the warranty | The warranty continues for a period of 1 year from the date of final acceptance of the work. Since Tg is here in Santa Barbara, it is available anytime to review any defects that may occur. At 10 months from final acceptance, Tg make a property walk with the County and architect to review any defects reported or observed. | As requested and at 10 months after final acceptance.           |
|                                | Assist with identifying and coordinating the transfer to the County of any surplus or excess construction products.   | Tg will assist during closeout the transfer of any attic stock and surplus materials to the County.   | Probably should be completed during project closeout.           |





## SECTION 8.6

### RESOURCE ALLOCATION & RESPONSIBILITIES MATRIX



|  | JT         | FK            | BT         | DN        | JL        | AJ         | LM         | Total      | Responsibility |
|--|------------|---------------|------------|-----------|-----------|------------|------------|------------|----------------|
|  | Proj. Exec | Proj. Manager | Proj. Acct | PM MEP    | PM Estim. | PM Systems | Asst PM    |            |                |
| <b>Pre-Bid Phase 9/2023 - 10/2023</b>  |            |               |            |           |           |            |            |            |                |
| Perform a design/constructability review of the 50% Construction Documents and prepare a report  | 16         | 24            |            | 24        |           | 12         |            | 76         | CM             |
| Perform a back-check review of the 100% Construction Documents   | 30         | 40            |            | 60        |           | 30         |            | 160        | CM             |
| Assist in the preparation and coordination of all required agency and/or County reviews and approvals for construction phasing and staging prior to construction start-up  |            | 20            |            |           |           |            |            | 20         | CM/SBC         |
| Assist in developing procedures and forms for submission of project budgets, addenda, schedule of values, RFIs, clarifications, change orders, requests for payment, final payment request, and acceptance of project. | 40         | 40            |            |           |           |            |            | 80         | CM/SBC         |
| Assist with development of the Division 0 and 1 Specifications   | 20         | 40            |            |           |           |            |            | 60         | CM/SBA/A&E     |
| Assist with the determination of an appropriate value for liquidated damages   | 8          | 8             |            |           |           |            |            | 16         |                |
| <b>Total Hours</b>   | <b>114</b> | <b>172</b>    | <b>0</b>   | <b>84</b> | <b>0</b>  | <b>42</b>  | <b>0</b>   | <b>412</b> |                |
| <b>Bidding Phase 10/2023 - 12/2023</b>   |            |               |            |           |           |            |            |            |                |
| Perform marketing/outreach for the construction project and advertising for bidders  | 40         | 120           |            |           |           |            | 40         | 200        | CM/SBA         |
| Attend pre-bid meetings as needed and the bid opening  |            | 8             |            |           |           |            |            | 8          | CM/SBA/A&E     |
| Assist in compiling information for issuing addenda as appropriate to interpret, clarify, expand or amend the bidding documents  |            | 200           |            | 24        |           | 12         | 80         | 316        | CM/SBA/A&E     |
| Evaluate bids, bid protests and provide feedback to County personnel for purposes of making a recommendation to the Board of Supervisors   | 16         | 100           |            | 24        | 24        | 12         |            | 176        | CM/SBA/A&E     |
| <b>Total Hours</b>   | <b>56</b>  | <b>428</b>    | <b>0</b>   | <b>48</b> | <b>24</b> | <b>24</b>  | <b>120</b> | <b>700</b> |                |
| <b>Construction Phase 1/2024 - 1/2026</b>  |            |               |            |           |           |            |            |            |                |
| Administer the Construction Contract   |            | below         |            |           |           |            |            |            | CM             |
| Provide full-time, on-site construction management to observe and report on the progress of the executed work  |            | below         |            |           |           |            |            |            | CM             |
| Detailed daily reports of all of the contractor's activities   |            | 400           |            |           |           |            |            | 400        | CM             |
| Provide a temporary jobsite office facility  |            |               |            |           |           |            | 40         | 40         | CM             |
| Conduct a pre-construction meeting   |            | 32            |            |           |           |            |            | 32         | CM/SBC/A&E     |
| Review and determine the acceptability of schedules and plans required to be submitted by the contractor   | 40         | 40            |            |           |           |            |            | 40         | CM/SBC/A&E     |
| Verify all construction signage required for public safety   |            |               |            |           |           |            | 4          | 4          | CM/SBC/A&E/GC  |
| Verify electronic compliance with prevailing wages   |            |               |            |           |           |            | 100        | 100        | CM/SBC/A&E/GC  |
| Coordinate, review and process submittals and Requests for Information (RFIs)  |            | 800           |            |           |           |            | 400        | 1200       | CM             |
| Review shop drawings for accuracy and completeness   |            | 400           |            |           |           |            |            | 400        | CM             |
| Receive and review all construction contractor's payment requests  |            | 200           | 500        |           |           |            | 100        | 800        | CM             |
| Receive, review and recommend all written requests from contractors for additional time or money   |            | 200           |            |           |           |            |            | 200        | CM             |
| Review requests for change orders  | 100        | 400           |            | 100       | 200       | 25         | 100        | 825        | CM             |
| Document any conditions which a construction contractor alleges is an unforeseen condition   |            | 100           |            |           |           |            |            | 100        | CM             |
| Evaluate contractor's assertion of unforeseen conditions, and provide a recommendation   |            | 30            |            |           |           |            |            | 30         | CM             |
| Coordinate, schedule, and chair weekly progress (OAC) meetings   |            | 400           |            |           |           |            |            | 400        | CM/SBC/A&E/GC  |
| Document all meetings and verbal directives  |            | 200           |            |           |           |            |            | 200        | CM             |
| Conduct an earned value analysis   |            | 100           |            |           |           |            |            | 100        | CM             |

|   |            |             |            |            |            |           |             |             |               |            |
|---|------------|-------------|------------|------------|------------|-----------|-------------|-------------|---------------|------------|
| Develop and implement a project specific safety plan  | 40         | 40          |            |            |            |           | 400         | 440         | CM            |            |
| Document compliance with environmental permitting and mitigation measures   |            |             |            |            |            |           | 200         | 200         | CM            |            |
| Maintain a hard copy file of the construction contract documents  |            |             |            |            |            |           | 100         | 100         | CM            |            |
| On a weekly basis, monitor and report contractor's schedule   |            |             |            |            |            |           |             | 0           | CM            |            |
| Coordinate all on-site services of persons or entities under contract with the County   |            |             |            |            |            |           | 100         | 100         | CM/SBC        |            |
| Observe and monitor construction work consistent with the General Conditions  |            | 400         |            |            |            |           | 200         | 600         | CM            |            |
| Establish, utilize and maintain a web-based project management database system  |            | 200         |            |            |            |           | 300         | 500         | CM/SBC/A&E/GC |            |
| On a monthly basis, provide a report summarizing the project status   |            | 200         |            |            |            |           | 100         | 300         | CM            |            |
| <b>Total Hours</b>  | <b>180</b> | <b>4162</b> | <b>500</b> | <b>100</b> | <b>200</b> | <b>25</b> | <b>2144</b> | <b>7131</b> |               |            |
| <b>Construction Closeout 1/2026 - 3/2026</b>  |            |             |            |            |            |           |             |             |               |            |
| Develop and implement procedures for start-up, testing, commissioning, and acceptance of the completed work   |            | 40          |            | 80         |            |           |             | 120         | CM/SBC/A&E    |            |
| Prepare schedule of all closeout activities   |            |             |            |            |            |           |             | 0           | CM            |            |
| Prepare and distribute a keying schedule  |            | 40          |            |            |            |           |             | 40          | CM/SBC/A&E/GC |            |
| Monitor and coordinate the architect's preparation of punchlists  |            | 80          |            |            |            |           | 80          | 160         | CM/SBC/A&E/GC |            |
| Schedule, coordinate and supervise the final inspection   |            | 40          |            |            |            |           |             | 40          | CM/SBC/A&E/GC |            |
| Ensure that construction contractors have provided all project record drawings, and manuals, warranties and guarantees  |            | 40          |            |            |            |           | 20          | 60          | CM            |            |
| Coordinate contractor's complete training of the County personnel on all building systems   |            | 40          |            | 20         |            |           |             | 60          | CM/SBC/A&E/GC |            |
| Schedule, coordinate, and supervise final tests, start-up, and commissioning of all building systems  |            | 80          |            | 40         |            |           |             | 120         | CM/SBC/A&E/GC |            |
| Prepare all necessary documentation for County's final acceptance of Project  |            | 40          |            |            |            |           | 40          | 80          | CM/SBC/A&E/GC |            |
| Schedule, coordinate and lead any project closeout negotiations   |            |             |            |            |            |           |             | 0           | CM            |            |
| <b>Total Hours</b>  | <b>0</b>   | <b>400</b>  | <b>0</b>   | <b>140</b> | <b>0</b>   | <b>0</b>  | <b>140</b>  | <b>680</b>  |               |            |
| <b>Post-Construction Phase 3/2026 - 12/2026</b>   |            |             |            |            |            |           |             |             |               |            |
| Prepare and submit a final Construction Summary Report  | 8          | 80          |            |            |            |           |             | 8           | 96            | CM         |
| Visit the Property, with the County and designer, to observe any apparent Project defects that may be discovered, and two (2) months prior to the end of the warranty |            | 40          |            |            |            |           |             | 16          | 56            | CM/SBC/A&E |
| Assist with identifying and coordinating the transfer to the County of any surplus or excess construction products  |            | 8           |            |            |            |           |             | 16          | 24            | CM/SBC     |
| <b>Total Hours</b>  | <b>8</b>   | <b>128</b>  | <b>0</b>   | <b>0</b>   | <b>0</b>   | <b>0</b>  | <b>40</b>   | <b>176</b>  |               |            |
| <b>Grand Total</b>  | <b>358</b> | <b>5290</b> | <b>500</b> | <b>372</b> | <b>224</b> | <b>91</b> | <b>2444</b> | <b>9099</b> |               |            |

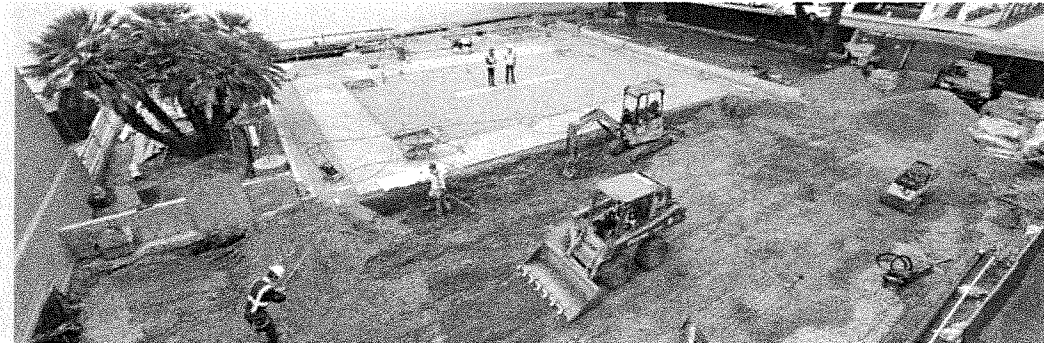




## SECTION 8.7

### REFERENCES FOR PAST PERFORMANCE





**SANTA BARBARA PUBLIC LIBRARY**

Santa Barbara, CA

**BRIAN D'AMOUR**

City Engineer, City of Santa Barbara, Public Works

**CONTACT INFORMATION**

**Address:** 630 Garden St,  
Santa Barbara, CA 93101

**P:** 805-897-2661

**E:** bdamour@santabarbaraca.gov

**ROLE IN PROJECT**

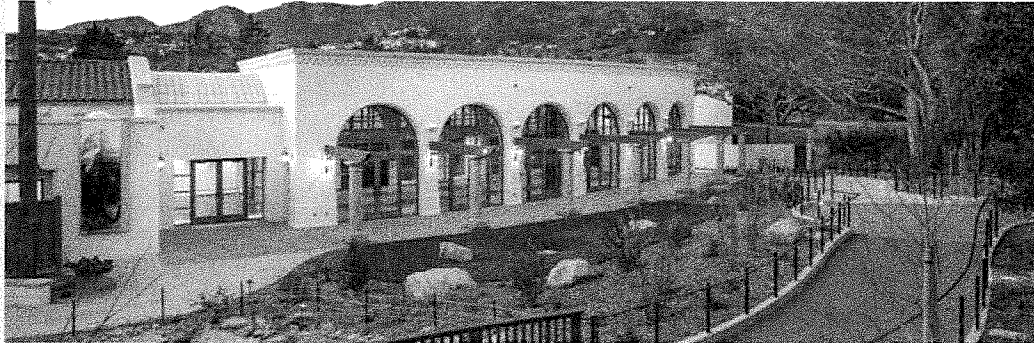
City Engineer

**TYNANGROUP PROJECT STAFF**

- Cameron Carey, Project Executive
- Tony Uretz, Project Manager

**PROJECT SCOPE**

- Project Management



**SANTA BARBARA ZOOLOGICAL GARDENS**

Santa Barbara, CA

**RICH BLOCK**

Director, Santa Barbara Zoo

**CONTACT INFORMATION**

**Address:** 500 Ninos Drive  
Santa Barbara, CA 93103  
**P:** 805-962-5339 x14  
**E:** rblock@sbzoo.org

**ROLE IN PROJECT**

Client

**TYNANGROUP PROJECT STAFF**

- Cameron Carey, Project Executive

**PROJECT SCOPE**

- Project Planning
- Project Management
- Construction Management
- Project Accounting



**MISSION PACIFIC HOTEL & THE SEABIRD RESORT**

Oceanside, CA

**JEREMY COHEN**

Senior Vice President, S.D. Malkin Properties, Inc.

**CONTACT INFORMATION**

**Address:** 835 Fifth Avenue, Suite 305  
San Diego, California 92101  
**P:** 619-392-6255  
**E:** jzcohen@sdmalkin.com

**ROLE IN PROJECT**

Owner

**TYNANGROUP PROJECT STAFF**

- Scott Douglas, Project Executive
- Filipp Kozachuk, Project Manager

**PROJECT SCOPE**

Mission Pacific Hotel and The Seabird Resort consisted of the following services, simultaneously:

- Construction Management
- Budget Management
- FF&E/OS&E Management



## SECTION 8.8

### DELIVERABLES



**TYNANGROUP'S ABILITY TO PROVIDE DELIVERABLES IN THE REQUIRED FORMATS:**

- A. CADD drawings in AutoCAD. As the CM, TynanGroup does not design any components for the project. TynanGroup does have the AutoCAD viewer to review and comment on any AutoCAD files.
- B. 3D models in Revit (version 2022). TynanGroup does not perform BIM model directly but does license a Revit viewer to view, analyze, and collaborate on building models created in Autodesk Revit.
- C. Word documents in Microsoft Word. TynanGroup's business platform for documents, spreadsheets, file sharing, collaboration and scheduling is Microsoft. This includes Word, Excel, Project Teams and SharePoint. All TynanGroup employees are well versed in these programs.
- D. Spreadsheets in Microsoft Excel. TynanGroup's business platform for documents, spreadsheets, file sharing, collaboration and scheduling is Microsoft. This includes Word, Excel, Project Teams and SharePoint. All TynanGroup employees are well versed in these programs.
- E. Schedules in Microsoft Project. TynanGroup's business platform for documents, spreadsheets, file sharing, collaboration and scheduling is Microsoft. This includes Word, Excel, Project Teams and SharePoint. All TynanGroup employees are well versed in these programs.
- F. PDF or Bluebeam Writer. TynanGroup has company licenses for both Adobe PDF and Bluebeam. Our proposed team is especially skilled in Bluebeam and its construction markup, measurement and collaboration features.
- G. Databases as necessary for compiling, storing and accessing the project records in a commonly available format. TynanGroup uses Microsoft SharePoint and OneDrive for all its project and file organization and storage.
- H. Web-based Project Management. TynanGroup uses a variety of project management software pending the platform designated by the project. However, TynanGroup is well versed in ProCore and uses it extensively.



## SECTION 8.9

### COST PROPOSAL

THE COST PROPOSAL IS NOT INCLUDED IN THIS DOCUMENT. COST PROPOSAL IS SUBMITTED IN A SEPARATE FILE ON PUBLIC PURCHASE, IDENTIFIED WITH THE NAME OF TYNANGROUP, COUNTY OF SANTA BARBARA PROBATIONS HEADQUARTERS BUILDING, LABELED "SEALED COST PROPOSAL"





## SECTION 8.10

### REQUIRED STATEMENTS





### **NON-SUBSTITUTION**

During the term of TynanGroup's employment with the County of Santa Barbara, TynanGroup assures that the designated staff, including subconsultants, are used for work described in the RFQ/P. Departure or reassignment of, or substitution for, any member of the proposed, TynanGroup agrees project team or subconsultants designated in the proposal are prohibited without the prior written approval of County in each instance.

**NON-CONFLICT OF INTEREST**

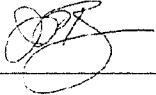
TynanGroup warrants and covenants that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting Agreement. None of TynanGroup's staff members are currently involved in work that creates a conflict of interest with the County of Santa Barbara.

**NON-COLLUSION AFFADAVIT**

State of California  
County of Santa Barbara

John Tynan, an authorized representative of TynanGroup LP, as Respondent to the Request for Qualifications for the Qualified Construction Management Services and having personal knowledge of the facts asserted herein makes that the following statements are true and factual to the best of my knowledge:

- 1.The bid/proposal is genuine and not made on behalf of any other person, company, or client.
- 2.The price of the bid/proposal was determined independent of outside consultation and was not influenced by other companies, clients, or contractors.
- 3.No companies, clients or contractors have been solicited to propose a fake bid/proposal for comparative purposes.
- 4.No companies, clients or contractors have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.
- 5.The price of the bid/proposal has not been disclosed to any client, company or contractor.

Affidavit's signature:  \_\_\_\_\_

Subscribed and sworn to before me this August day of 24 , 2023.

## NO LITIGATION

In the past ten years, there are no legal, governmental or regulatory actions, suits or proceedings pending, nor, to the TynanGroup's knowledge, any legal, governmental or regulatory investigations, to which the Company or a Subsidiary is a party or to which any property of the TynanGroup or any of its Subsidiaries is the subject that, individually or in the aggregate, if determined adversely to the TynanGroup or any of its Subsidiaries, would reasonably be expected to have a Material Adverse Effect or materially and adversely affect the ability of the Company to perform its obligations under this Agreement; to the Company's knowledge, no such actions, suits or proceedings are threatened or contemplated by any governmental or regulatory authority or threatened by others; and (i) there are no current or pending legal, governmental or regulatory investigations, actions, suits or proceedings.

## **INDEMNIFICATION**

TynanGroup agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. TynanGroup's indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

## **NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

TynanGroup shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

## **INSURANCE**

TynanGroup shall procure and maintain for the duration of this Agreement insurance, as outlined in Exhibit C of the Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the TynanGroup, its agents, representatives, employees or subcontractors.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. TynanGroup agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**DIR REGISTRATION AND COUNTY VENDOR REGISTRATION CONFIRMATION**

TynanGroup confirms Registration is complete with the County of Santa Barbara and on Public Purchase platform. TynanGroup also confirms confirmation with the Department of Industrial Relations (DIR).

DIR Registration #1001095440

### RETENTION OF PROPOSAL

TynanGroup agrees that all proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of California Government Code Sections 6250 - 6270, "California Public Records Act".

RFQ 19214 SB Prkation Tg Fee Schedule REV 4.22.2024  
TyrnGroup Fee Sheet

|                                       | 1         | 2         | 3          | 4                | 5                | 6                | 7                | 8                | 9                | 10               | 11               | 12               | 13               | 14               | 15               | 16               | 17               | TOTALS           |
|---------------------------------------|-----------|-----------|------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
|                                       | 12/1      | 1/1       | 2/1        | 3/1              | 4/1              | 5/1              | 6/1              | 7/1              | 8/1              | 9/1              | 10/1             | 11/1             | 12/1             | 1/1              | 2/1              | 3/1              | 4/1              |                  |
|                                       | Oct - Dec | Jan - Mar | Apr - June | July - Sept      | Oct - Dec        | Jan - Mar        | Apr - June       | July - Sept      | Oct - Dec        | Jan - Mar        | Apr - June       | July - Sept      | Oct - Dec        | Jan - Mar        | Apr - June       | July - Sept      |                  |                  |
| Project Engineering - 40 hrs/mtw      |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Full time per quarter 520 hours       |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Full time per month 174 hours         |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| 10 time per quarter 20 hours          |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| 10 time per month 47 hours            |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Position                              |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Project Management                    |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Hours                                 |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| PROJECT EXECUTIVE                     |           |           |            | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 160              |
| PROJECT MANAGER                       |           |           |            | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 174              | 6,873            |
| PROJECT MANAGER - SYSTEMS             |           |           |            | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               |
| PROJECT MANAGER - ESTIMATING          |           |           |            | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               | 10               |
| ASSISTANT PROJECT MANAGEMENT ENGINEER |           |           |            | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                | 0                |
| Senior Account Manager                |           |           |            | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 16               | 160              |
| <b>Total Man-Hours</b>                | <b>0</b>  | <b>0</b>  | <b>0</b>   | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>141</b>       | <b>1,352</b>     |
| Budget                                |           |           |            |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| PROJECT EXECUTIVE                     | \$        | \$        | \$         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         |
| PROJECT MANAGER                       | \$        | \$        | \$         | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        | \$ 24,375        |
| PROJECT MANAGER - SYSTEMS             | \$        | \$        | \$         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         |
| PROJECT MANAGER - ESTIMATING          | \$        | \$        | \$         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         | \$ 1,800         |
| ASSISTANT PROJECT MANAGEMENT ENGINEER | \$        | \$        | \$         | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             | \$ 0             |
| Senior Account Manager                | \$        | \$        | \$         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         | \$ 2,700         |
| <b>Total Construction Management</b>  | <b>\$</b> | <b>\$</b> | <b>\$</b>  | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> | <b>\$ 27,375</b> |

| Hourly Rates                          | SB County Rates |
|---------------------------------------|-----------------|
| CEO                                   | 774             |
| President                             | 774             |
| Senior Vice President                 | 774             |
| Senior Vice President                 | 774             |
| Vice President                        | 774             |
| Project Director/Project Executive    | 200             |
| Senior Project Manager                | 150             |
| Project Manager                       | 125             |
| Senior Account Manager                | 125             |
| PRC-Project Manager                   | 125             |
| Assistant Project Management Engineer | 125             |
| Project Accountant                    | 125             |
| Project Coordinator                   | 125             |

| Fee per Phase        |                     |
|----------------------|---------------------|
| Pre Bid              | \$ -                |
| Bidding/Mobilization | \$ 64,178           |
| Construction         | \$ 1,060,770        |
| Closeout             | \$ 197,800          |
| Post Construction    | \$ 31,160           |
| <b>Total</b>         | <b>\$ 1,383,908</b> |

| Reimbursable Expenses              |                 |
|------------------------------------|-----------------|
| Site Office                        | \$ -            |
| Travel                             | \$ -            |
| Per Diem                           | \$ -            |
| Meals                              | \$ -            |
| Reproduction                       | \$ -            |
| Misc Expenses                      | \$ 8,000        |
| <b>Total Reimbursable Expenses</b> | <b>\$ 8,000</b> |



## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,964,387.00 ("Maximum Contract Amount"), as set forth in greater detail in the Compensation Summary table below.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **Exhibit B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**. Exhibit B-1 supersedes Section 9 of CONTRACTOR's Proposal in its entirety.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Exhibit B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Reimbursable expenses are to be billed at 0% markup and will only be reimbursed by the County if authorized in writing in advance by the County.

**COMPENSATION SUMMARY**

|    |   |                       |
|----|---|-----------------------|
|    | CONTRACTOR'S Compensation for the Services shall be:  |                       |
| a. | <b>Compensation for Base Services</b>   | <b>\$1,853,940.00</b> |
|    |   |                       |
| b. | <b>Allowance for Reimbursable Expenses</b>  | <b>\$5,000.00</b>     |
|    |   |                       |
| c. | Supplementary Services Allowance ("SSA"), expenditure of which may only be authorized by the County in writing pursuant to duly executed <b>Change Order(s)</b> issued during the Term in accordance with Sections 36 and 37 of this Agreement. | <b>\$105,447.00</b>   |
|    | <b>MAXIMUM COMPENSATION AMOUNT (sum of a + b + c)</b>   | <b>\$1,964,387.00</b> |

**EXHIBIT B-1  
SCHEDULE OF FEES**

| Hourly Rates                               | SB County Rates |
|--|-----------------|
| CEO  | n/a             |
| President                                  | n/a             |
| Executive Vice President                   | n/a             |
| Senior Vice President                      | n/a             |
| Vice President                             | n/a             |
| Project Director/Project Executive         | 200             |
| Senior Project Manager                     | 195             |
| Project Manager                            | 195             |
| Senior Accounting Manager                  | 195             |
| FF&E Project Manager                       | 195             |
| Assistant Project Manager/Project Engineer | 155             |
| Project Accountant                         | 155             |
| Project Coordinator                        | 155             |

|  |                |
|--|----------------|
| Project Executive                          | Cameron Carey  |
| Project Manager                            | Fil Kozachuk   |
| Project Manager - Systems                  | Adam Jones     |
| Project Manager - MEP                      | Dave Norton    |
| Project Manager - Estimating               | Joe Lauer      |
| Assistant Project Manager/Project Engineer | Ethan Peterson |
| Senior Accounting Manager                  | Bridgit Taylor |

RFQ 19014 SB Probation Tg Fee Schedule REV 4.22.2024  
TynanGroup Fee Sheet

|   | 2023            |                 |                 | 2024            |                 |                 | 2025            |                 |                 | 2026            |                 |                 | 2027            |                 |                 | TOTALS |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--------|
|   | Q1<br>Jan - Mar | Q2<br>Apr - Jun | Q3<br>Jul - Sep | Q1<br>Jan - Mar | Q2<br>Apr - Jun | Q3<br>Jul - Sep | Q1<br>Jan - Mar | Q2<br>Apr - Jun | Q3<br>Jul - Sep | Q1<br>Jan - Mar | Q2<br>Apr - Jun | Q3<br>Jul - Sep | Q1<br>Jan - Mar | Q2<br>Apr - Jun | Q3<br>Jul - Sep |        |
| Project Engagement 60 months<br>Fulltime per quarter 520 hours<br>Fulltime per month 140 hours<br>1/2 time per quarter 260 hours<br>1/4 time per month 65 hours |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Phase   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Management  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Hours   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Executive   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager - by design   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager - MEP   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager - E/CM/DM/CM  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Assistant Project Manager/Project Engineer  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Senior Accounting Manager   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| <b>Total Man-Hours</b>  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| <b>Budget</b>   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Executive   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager - by design   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager - MEP   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Project Manager - E/CM/DM/CM  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Assistant Project Manager/Project Engineer  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| Senior Accounting Manager   |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |
| <b>Total Construction Management</b>  |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |                 |        |

| Hourly Rates                               | SB County Rates |
|--|-----------------|
| CEO  | 175             |
| VP/President                               | 150             |
| Senior Vice President                      | 125             |
| Senior Project Manager                     | 100             |
| VP/President                               | 175             |
| Project Executive/Market Executive         | 200             |
| Senior Project Manager                     | 150             |
| Project Manager                            | 100             |
| Senior Accounting Manager                  | 125             |
| Project Manager                            | 100             |
| Assistant Project Manager/Project Engineer | 75              |
| Project Accounting                         | 100             |
| Project Accounting                         | 100             |

| Fee per Phase        |                     |
|----------------------|---------------------|
| Pre-Bid              | \$ -                |
| Bidding/Mobilization | \$ 64,178           |
| Construction         | \$ 1,900,770        |
| Closure              | \$ 197,823          |
| Post Construction    | \$ 31,160           |
| <b>Total</b>         | <b>\$ 2,203,931</b> |

| Reimbursable Expenses              |                 |
|------------------------------------|-----------------|
| Risk Office                        | \$ -            |
| Travel                             | \$ -            |
| Per Diem                           | \$ -            |
| Relocation                         | \$ -            |
| Professional                       | \$ -            |
| Misc. Expenses                     | \$ 6,000        |
| <b>Total Reimbursable Expenses</b> | <b>\$ 6,000</b> |

Form 4-22-2024

The hourly rates are inclusive of cell phones and phone charges, mileage, auto/fuel, laptop computers, all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses required to perform the Base Services. Rates are fixed for the term of this Agreement.

**EXHIBIT C**  
**Indemnification and Insurance Requirements**  
**(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

**11. Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.