

# Board Contract Summary

BC 23-218

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year .....	FY 2023-24 - FY 2025-26
D2.	Department Name .....	Flood Control
D3.	Contact Person .....	Andrew Raaf
D4.	Telephone .....	(805) 568-3437

K1.	Contract Type ( <i>check one</i> ): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose.....	Maintenance of revegetation sites for the Santa Maria River Realignment Project
K3.	Department Project Number.....	23GU01
K4.	Original Contract Amount.....	\$297,000 (\$270,000 plus contingency \$27,000)
K5.	Contract Begin Date.....	12/12/23
K6.	Original Contract End Date .....	6/30/24
K7.	Amendment? (Yes or No).....	Yes
K8.	- New Contract End Date .....	December 31, 2026
K9.	- Total Number of Amendments .....	2
K10.	- This Amendment Amount.....	\$440,000 (\$400,000 plus contingency of \$40,000)
K11.	- Total Previous Amendment Amounts.....	N/A
K12.	- Revised Total Contract Amount .....	\$737,000 (\$670,000 plus contingency \$67,000)

B1.	Intended Board Agenda Date .....	12/3/24
B2.	Number of Workers Displaced ( <i>if any</i> ) .....	N/A
B3.	Number of Competitive Bids ( <i>if any</i> ).....	N/A
B4.	Lowest Bid Amount ( <i>if bid</i> ) .....	N/A
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? ( <i>If Yes, cite Paragraph</i> ).....	Federal Clauses added

F1.	Fund Number .....	2460
F2.	Department Number.....	054
F3.	Line Item Account Number.....	7510
F4.	Project Number ( <i>if applicable</i> ) .....	23GU01
F5.	Program Number ( <i>if applicable</i> ) .....	3005
F6.	Org Unit Number ( <i>if applicable</i> ).....	
F7.	Payment Terms.....	net 30

V1.	Auditor-Controller Vendor Number.....	681535
V2.	Payee/Contractor Name.....	Enviroscaping, Inc.
V3.	Mailing Address.....	340 Pine Avenue
V4.	City State (two-letter) Zip (include +4 if known).....	Goleta, CA 93117
V5.	Telephone Number .....	805-683-6196
V6.	Vendor Contact Person .....	Lalo Mora
V7.	Workers Comp Insurance Expiration Date .....	6/1/25
V8.	Liability Insurance Expiration Date .....	6/1/25
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff).....	

V11 Company Type (*Check one*):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.  
 10/24/2024 | 6:23 PM PDT

Date: \_\_\_\_\_ Authorized Signature: Kimberly Ruiz

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**AMENDMENT NO. 2 TO THE  
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH  
Enviroscaping, Inc. for Maintenance of Revegetation Sites for the Santa Maria River  
Realignment Project (Project No. 23GU01)  
(BC No. 23-218)**

Pursuant to Paragraph 30 of the Agreement for Services of Independent Contractor (hereinafter AGREEMENT) entered into on December 12, 2023, as BC No. 23-218 between the Santa Barbara County Flood Control and Water Conservation District (hereafter COUNTY), and Enviroscaping, Inc. having its principal place of business 340 Pine Avenue, Goleta, CA 93117 (hereinafter CONTRACTOR), the COUNTY and CONTRACTOR amend the AGREEMENT as follows:

1. **Paragraph 3 (SCOPE OF SERVICES) of the AGREEMENT is hereby amended to read:**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A and EXHIBIT A1 attached hereto and incorporated by reference.

2. **Paragraph 4 (TERM) of the AGREEMENT is hereby amended to read:**

CONTRACTOR shall commence performance on December 12, 2023 and end performance upon completion, but no later than December 31, 2026 unless otherwise directed by COUNTY or unless terminated earlier.

3. **Exhibit A, Statement of Work is hereby amended to add:**

Services as described in the Statement of Work attached to this Amendment #2 as **EXHIBIT A1**, incorporated by this reference.

4. **Exhibit B, paragraph A, B, and C are hereby amended to read**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$670,000**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1 and Attachment B2**. The total amount of this contingency fund is 10% of the agreement amount or **\$67,000**.
- C. 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 and EXHIBIT A1** 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 **Attachment B1 and Attachment B2** (Schedules of Fees). Invoices submitted for payment that are based upon **Attachment B1 and Attachment B2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A and EXHIBIT A1**.

In all other respects, the AGREEMENT remains unchanged and in full effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Ex Officio Clerk of the Board of Directors of  
the Santa Barbara County Flood Control and  
Water Conservation District

By:

\_\_\_\_\_  
Deputy Clerk

**SANTA BARBARA COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT:**

By:

\_\_\_\_\_  
Steve Lavagnino, Chair,  
Board of Directors

Date:

\_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Chris Sneddon  
Public Works Director

By:

DocuSigned by:  
*Walter Rubalcava*  
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**CONTRACTOR:**

**Enviroscaping, Inc.**

By:

DocuSigned by:  
*Elisabeth Mora*  
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Authorized Representative

Name:

Elisabeth Mora  
\_\_\_\_\_

Title:

office Manager  
\_\_\_\_\_

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:

Signed by:  
*Rachel Van Mullem*  
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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:

DocuSigned by:  
*C. Schaffer*  
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Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By:

Signed by:  
*Greg Milligan*  
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Risk Management

## **Exhibit A1**

### **FOR MAINTENANCE OF REVEGETATION @THE SANTA MARIA RIVER IN GUADALUPE**

For the period of January 1, 2025 through December 31, 2026

- Maintenance of emergency revegetation areas installed in Nov/Dec 2023 under separate contract. Weed control may extend beyond the planted areas if directed to address potential weed infestations.
- Maintenance of approx: 17 acres.
- Monthly (approximately) maintenance, inspecting the sites and addressing woody obstructive vegetation and invasive weeds, mainly castor bean, hemlock, arundo, and/or tamarisk, with weed-whackers, hand pulling and/or herbicide spot treatment, under guidance from Flood Control District staff.
- Irrigation system maintenance/repair if needed.
- Occasional installation of new container plants or cuttings to replace perished plants.
- Seed distribution and light raking for seed installation.
- Monthly maintenance may be reduced or eliminated in inclement weather.
- Estimated 2 man crew, 5 days per week with 1 haul truck and 1 Utility vehicle.

## Attachment B2

Rates for the period of January 1, 2025 through December 31, 2026:

Hourly Rate for construction/construction maint Laborer:	\$159.00 per hour
Hourly Rate for Supervisor for construction/construction maintenance:	\$159.00 per hour
Hourly Rate for landscape maintenance:	\$ 42.00 per hour
Haul Trucks:	\$135.00 per day
Skid Steer:	\$400.00 per day
Utility vehicle (4X4):	\$120.00 per day

If heavy equipment work is mobilized then construction rates would be implemented.

**Estimated total per month \$26,000.00**