

Board Contract Summary

BC 16 - 056

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 2015-16
D2.	Department Name	Flood Control
D3.	Contact Person	Andrew Raaf
D4.	Telephone	568-3445

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	revegetation and maintenance services
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 275,000
K5.	Contract Begin Date	7/1/15
K6.	Original Contract End Date	6/30/16
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	July 7, 2015
B2.	Number of Workers Displaced (if any)	N/A
B3.	Number of Competitive Bids (if any)	2
B4.	Lowest Bid Amount (if bid)	Enviroscaping
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	added Section 33, Exhibit B (E) per CC

F1.	Fund Number	2610
F2.	Department Number	054
F3.	Line Item Account Number	7701
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	3003
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	net 30

V1.	Auditor-Controller Vendor Number	681535
V2.	Payee/Contractor Name	Enviroscaping, Inc.
V3.	Mailing Address	140 S. Los Carneros Way
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	6/1/15
V8.	Liability Insurance Expiration Date	6/1/15
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.

Date: 5-12-15 Authorized Signature: [Signature]

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and among the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), the Santa Barbara Flood Control & Water Conservation District, a political subdivision of the State of California (hereafter COUNTY and Enviroscaping, Inc. with an address at 340 Pine Avenue, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY 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

Andrew Raaf at phone number (805) 568-3445 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Lalo Mora at phone number (805) 683-6196 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Mr. Thomas D. Fayram, Santa Barbara County Flood Control and Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Lalo Mora, Enviroscaping, Inc., 340 Pine Avenue, Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. 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 agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 1, 2015 and end performance upon completion, but no later than June 30, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance 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 and which is delivered to

the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation 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 its 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 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.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. 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 standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not 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. 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. 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.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information 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 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, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

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 the obligations herein.
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 funds are not otherwise available for payments 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 its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the 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 to 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 full price under this Agreement nor for profit on unperformed portions of service. 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, 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

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties 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, executed by the parties to this Agreement and by no other means. Each party waives their 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

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. 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. 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 of the Exhibits shall prevail over those in the numbered sections.

33. REGISTRATION

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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Agreement for Services of Independent Contractor among the County of Santa Barbara, the Santa Barbara County Flood Control & Water Conservation District, and Enviroscaping, Inc.

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: _____
Janet Wolf, Chair, Board of
Directors

Date: _____

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA

By: _____
Janet Wolf, Chair, Board of
Directors

Date: _____


RECOMMENDED FOR APPROVAL:

County of Santa Barbara and Santa
Barbara County Flood Control &
Water Conservation District

By: 
Scott McGolpin
Public Works Director

CONTRACTOR:

Enviroscaping, Inc.

By: 
Authorized Representative

Name: GERARDO MORA

Title: PRESIDENT

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 
Risk Management

Statement of Work

enviroscaping, inc.

340 Pine Avenue, Goleta, CA 93117
(805) 683-6196 · FAX (805) 692-1877
EMAIL enviroscapinginc@cox.net
www.enviroscapinginc.net

February 5, 2015

Santa Barbara County Public Works Department
130 Victoria Street, Suite 200
Santa Barbara, CA 93101

**Proposal for Blanket Revegetation and Maintenance Contract for Santa Barbara County
Public Works Department Flood Control Division, Resource Recovery and
Waste Management Division, and Roads Division**

We are pleased to submit this cost proposal to the Santa Barbara County Flood Control District to provide revegetation and maintenance services for the numerous revegetation sites throughout Santa Barbara County. As you know I (Lalo Mora) began working with the Flood Control District in 1995 as the Operations Manager for another landscape company and was responsible for the management of the District's revegetation program associated with specific site contracts and the original blanket revegetation contract awarded in 1998. Since 1995 We have been responsible for managing the installation and maintenance of more than one-hundred District restoration sites. After starting my own company, Enviroscaping, I was awarded the Blanket Revegetation and Maintenance Contract from 2001 to 2015. In addition to the District's routine maintenance revegetation sites, We managed large-scale restoration projects associated with Arroyo Hondo Preserve, Coal Oil Point Reserve, ARCO property near the Bacara, Rocky Nook Park, Goleta West Slough and Carpinteria Salt Marsh. We have also done restoration work for Waste Management (Baron Ranch, Foxen Canyon, S.B. County Transfer Station, Tajiguas landfill), Public Works Roads Division (Jalama Road, Jonata Road, Nojoqui Road...), Arcadis, Endelos, Stantec, Secor and SAIC. In addition to our work with the District, we have provided revegetation and hillside stabilization services for Home Owners Associations and private residents who are required by the County to restore their properties with native plants. We work closely with many local Biologists, such as; Wayne Ferren, Darlene Chirman, John Storrer, Tamara Klug, Larry Hunt, Vince Semonsen, and Mark de la Garza. All of whom continually refer clients to Enviroscaping, Inc. to provide revegetation and stabilization services to satisfy the County's mandate for restoration services.

Our office is located in Goleta and we currently employ 45 individuals. Our managers are on call 24/7, and we have an outstanding response time.

We have the capability to provide digital photographs and monitoring reports of sites for documenting purposes. We are currently providing monitoring reports and pictures to the City of Santa Barbara for two restoration sites

We stay up to date on new water conservation products and practices. Phil Mora (Project Manager) is a certified water manager through the CLCA and he is an active member in the Partners in Water Conservation. We also attend Santa Barbara Native Plant Consortium meetings and work closely with Santa Barbara Natives and Growing Solutions (local native plant nurseries).

I look forward to the opportunity to continue providing revegetation services for the Public Works Departments. I feel the combination of my restoration experience and in-depth

enviroscaping, inc.

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knowledge of the District's program will result in the continuation of a successful revegetation program for each of the three Departments. We take great pride in our customer service. We are very flexible in our scheduling at any time of the year and respond rapidly to the County's requests. Our experience in this line of work allows us to deliver great results in a very efficient manner.

- **Planting Methods:**

Container plants will be planted in holes twice the size of their container, carefully removing wrapping and binding materials without breaking the soil loose from the roots and loosening the soil beyond the planting hole. This will allow the roots to expand easily and contribute more quickly to plant growth. The depth of the hole will be shallower than the root ball in order to keep the soil from rotting the stem or trunk and the cambium layer of the plant, which will be fatal. Plants will be planted on a slight mound with the crown of the plant approximately one inch above the soil level. The soils in most creek embankments are rich in nutrients and therefore do not require amendments. In debris basins where the topsoil has been removed, soil amendments are recommended. In poor soil conditions, one fertilizer tablet per one gallon container, two tablets per 5 gallon container or as recommended by the manufacturer along with 25% to 50% nitrogen fortified wood shavings and Grow Power Plus fertilizers containing micro-nutrients will be placed in each planting hole. When planting on slopes, creating basins or terraces will help improve the success rate, plants should be watered on a weekly basis. Cuttings from plants will be placed immediately in water. Prior to planting, cuttings will need to be soaked in water for 1-2 days. It is imperative that the cuttings be planted in an upright position in the correct direction, with removal of lateral branches and leaves. Another method is to dig a shallow trench, back-fill with soil then water.

- **Plant/Cutting/Seed Collection and Planting:**

We have provided these services for many of our restoration clients. Our knowledge of the local native plant species allows us to be very efficient in these processes. We collected, de-awned and had a seed viability test done for 30lbs. of *Nasella pulchra* for the revegetation at the San Marcos Foothills Preserve. Transplantation and cuttings were done at Baron Ranch, Arroyo Hondo and various other sites. Handling, transporting and storage is very important during these processes.

- **Watering Methods:**

When installing drip irrigation, new plantings will have a water basin created around them and first be watered by hand to remove any air pockets around the root ball or cuttings. The next step is to flatten out the basins and install two drippers for both one and five-gallon plants more for larger plants. Drippers will be kept away from the stem or trunk but close enough t so the root ball receives the water. Five gallons of water per plant, per week is recommended depending on weather and soil conditions. The best way to monitor the water needs of the plant is to use a soil probe along with visual inspection of the plants general health. With many years of experience in the field we can look at a plant and recognize whether the plant is healthy taking into consideration the stage of growth the plant is in. For example, *Sambucus* are

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semi-deciduous but lose their leaves in late summer where an inexperienced person would mistake this for an unhealthy plant.

- **Experience with Bio-technical Bank Stabilization:**

Both my crew members and I have extensive experience using bio-technical bank stabilization techniques. We recently completed the installation of jute and coconut fiber netting for erosion control at the Arroyo Hondo Preserve, Montecito Debris Basin and County Parks Mesa Property. I supervised the installation of jute and coconut fiber netting for Flood Control projects on San Jose and San Pedro Creeks. We also hydroseeded and hand-broadcasted native seeds for the County Parks Department. Additional bio-technical methods such as live stakes and live fascines (willow waddles) were highly successful at the Santa Barbara County Roads Department project at Ballard Canyon. I am confident that my bio-technical stabilization experience will enhance the district's ability to meet revegetation goals.

- **Exotic Plant Removal:**

We have worked with the City of Santa Barbara Creeks Division at various sites removing and treating *Arundo donax*. During this process it is very important to apply (paint) an herbicide (usually Aquamaster due to the proximity of water/creeks) right after it has been cut. We have multiple other sites where we have been removing (bagging and properly disposing of) Cape Ivy, Onion weed, Pampas grass, Euphorbia (a newly introduced invasive species to this area), Star Thistle and Caster bean. We have the ability to remove trees (such as Acacia, Ash, Eucalyptus...) up to 25' tall.

- **Experience with Brush Layering:**

We installed and maintain brush layering at Shale Creek and others and are currently maintaining two sites in San Jose Creek as well as Las Vegas Creek.

- **Ability to Apply Herbicides:**

I hold a Pesticide Applicator's License and provide my crew members with all required safety equipment and trainings. I am a Community Advisor for the Integrated Pest Management Program (IPM).

- **Ability to Run Heavy Equipment:**

We removed 4 acres of Pampas grass from the Los Carneros mitigation bank using a large scale excavator. I have four employees who currently have the ability and experience in using heavy equipment including excavators, back hoes, bulldozers and dump trucks.

- **Use of a water truck:**

We have a 300 gallon, four wheel drive water truck to access the tight corridors in many of the work sites. We can rent a 2000 gallon water truck for the larger sites and when an extra large water truck is required we contract with A-1 Water.

- **Irrigation Design and Installation:**

California Contractor's License #797595 - Pesticide Applicator's License #36360

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EMAIL enviroscapinginc@cox.net

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We are capable of designing and installing a variety of irrigation systems for difficult restoration sites. We designed and installed drip irrigation systems at Carpinteria Salt Marsh, San Marcos Preserve, Lake Los Carneros, Jalama Road, Jonata Road, Foxen Canyon, Arroyo Hondo, Alisal Guest Ranch, Goleta Beach Park, 660 Toro Canyon Rd, Mariposa Reina, Vieja Villas and micro spray and overhead spray systems at the Santa Rosa Debris Basin, San Marcos Preserve, 1105 San Antonio Creek Road and Baron Ranch.

- **Plant/Cuttings Storage:**

We have the ability to store and water more than 1000 plants and/or cuttings in our locked yard, at no additional charge.

- **Ability to Construct, Install and Maintain Protective Cages:**

We have constructed and installed; Vaca cages, Rodent cages, Gopher baskets, Oak seedling cages with shade canopies, Rope and Stake fences, and temporary construction fences.

- **Creative problem solving:**

No project is ever the same, our knowledge in this line of work has allowed us to be successful for many years in many different situations. An example of this is a project in Gypsy Canyon. We ran a waterline across a 20 ft deep and 60 ft wide ravine to a revegetation site. We accomplished this by utilizing techniques that we had used in the past.

- **Large scale Revegetation sites:**

Carpinteria Salt Marsh - 34 acres (Land Trust of Santa Barbara)

Arroyo Hondo Preserve – 30 acres (Land Trust of Santa Barbara)

Coal Oil Point Reserve – 40 acres (University of California Santa Barbara)

San Marcos Foothills Preserve – 25 acres (Watershed Environmental)

- **Native Restoration Sites:**

Land Trust of Santa Barbara - Carpinteria Salt Marsh

Michael Feeny - Executive Director - (805) 966-4520

A restoration project requiring native revegetation including wetland, riparian and chaparral species, weed abatement and follow-up maintenance for 34 acres.

Venoco Inc. - State Lease 421 Wetland Mitigation Plan

Mark de la Garza – Owner, Watershed Environmental - (805) 934-5035

A restoration project requiring riparian revegetation, weed abatement and follow-up maintenance.

City of Santa Barbara Clean Water Agency @ City Parks

George Johnson - Water Agency Program Specialist - (805) 568-3546

A restoration project requiring native revegetation including wetland, riparian and chaparral species, weed abatement and follow-up maintenance.

enviroscaping, inc.

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EMAIL enviroscapinginc@cox.net

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Santa Barbara County Department of Public Works @ Jalama Road

Morgan Jones - Senior Engineering Environmental Planner - (805) 568-3059

A restoration project requiring native revegetation including riparian and chaparral species, weed abatement and follow-up maintenance.

Foxen Canyon Landfill Oak Tree Replacement

Joddi Leipner - Senior Engineering Environmental Planner - (805) 882-3614

A restoration project to install and maintain 200+ oak trees with protective cages.

Summerland Height Home Owners Association

Bob Bartlein - Bartlein & Company - (805) 569-1121

A restoration project to restore stipa fields requiring native revegetation including riparian and chaparral species, weed abatement and follow-up maintenance.

Watershed Environmental @ Maxwell Property and Mariposa Reina

Mark De La Garza – Owner - (805) 934-5035

Restoration projects requiring native revegetation including riparian and chaparral species, weed abatement, drip irrigation design and follow-up maintenance.

- **Rough estimate for watering and light maintenance of (<100 plants):**

Santa Barbara area location: 2 laborers for 1 hour \$57.00 (without water truck)

2 laborers for 1 hour \$78.88 (with water truck)

Santa Maria area location: 2 laborers for 3 hours \$171.00 (without water truck)

2 laborers for 3 hours \$236.63 (with water truck)

- **Rough estimate for travel time to Guadalupe site:**

2 laborers for 1 hour, 15 minutes \$71.25 (without water truck)

2 laborers for 1 hour, 15 minutes \$98.60 (with water truck)

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 \$ 275,000.
- 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 **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- 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 **Attachment B1** 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. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

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TABLE 1.

Hourly Rates for Labor & Equipment

Hourly Rate for Labor:	\$ 28.50
Hourly Rate for Irrigation Labor:	\$ 72.00 per hour
Water Truck:	\$175.00 per day
Hauling Costs:	\$125.00 up to 40 cubic yards
Disposal Costs:	\$ As Per County Fee
Tractor Mower:	\$ 75.00 per hour
Tractor Operator:	\$ 80.00 per hour
Haul Trucks:	\$130.00 per day
Supervisor:	\$ 40.00 per hour
Chain Saw Operator:	\$ 30.00 per hour
Materials:	30% Mark-Up

Since the contract is based on a time and materials basis, we can do as much or as little as the County would like.

AN AGREEMENT BETWEEN COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT AND *enviroscaping, inc.* IS HEREBY ACCEPTED:

Proposal Presented by: Mark Ma Date: 2-9-15

Title: President

Proposal Accepted by: _____ Date: _____

Position: _____

Upon approval, please return a signed copy to Enviroscaping, Inc. Thank You.

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

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, his 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents 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. **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.