

**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

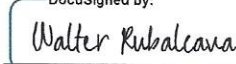
Date:

12-3-24

**RECOMMENDED FOR APPROVAL:**

Chris Sneddon  
Public Works Director

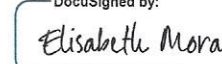
By:

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**CONTRACTOR:**

**Enviroscaping, Inc.**

By:

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Authorized Representative

Name:

Elisabeth Mora

Title:

Office Manager

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

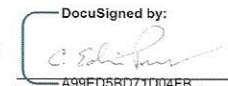
By:

Signed by:  
  
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Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:

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Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By:

Signed by:  
  
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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**