

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Enviroscaping, Inc. having its principal place of business at 485 Venado Drive, Santa Barbara, CA 93111 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Maureen Spencer at phone number (805) 568-3437 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Mr. Thomas Fayram, Santa Barbara County Flood Control & Water Conservation District, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Mr. Lalo Mora, Enviroscaping, Inc., 485 Venado Drive, Santa Barbara, CA 93111

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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, 2011 and end performance upon completion, but no later than June 30, 2012 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

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

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

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____
Chair, Board of Directors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR:
ENVIROSCAPING, INC.

By: _____
Deputy

By: *Hal M*
Title: *President*

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: *Dennis Marshall*
Deputy

By: *Robert W Geis*
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: *Ray Aromatorio*

EXHIBIT A
STATEMENT OF WORK
enviroscaping, inc.

140 S. Los Carneros Way, Goleta, CA 93117

(805) 683-6196 · FAX (805) 692-1877

EMAIL enviroscapinginc@cox.net

www.enviroscapinginc.net

April 27, 2011

Santa Barbara County Public Works Department
Attn: Andrew Raaf
123 E. Anapamu Street
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**

I am 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 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 I 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 2010. In addition to the District's routine maintenance revegetation sites, I managed large-scale restoration projects associated with Arroyo Hondo Preserve, Coal Oil Point Reserve, Atascadero Creek, Maria Ygnacio Debris Basin, Montecito Debris Basin, Santa Rosa Creek, Ocean Meadows Golf Course, Rocky Nook Park, Lake Los Carneros and Carpinteria Salt Marsh. I have also done restoration work for Waste Management (Baron Ranch, Foxen Canyon, S.B. County Transfer Station, Tajiguas landfill) and Public Works Roads Division (Jalama Road, Jonata Road, Nôjoqui Road...). In addition to my work with the District, I 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. I work closely with many local Biologists, such as; Darlene Chirman, John Storrer, Tamara Klug, Larry Hunt, Vince Semonsen, and Mark de la Garza. All of which continually refer clients to Enviroscaping, Inc. to provide revegetation and stabilization services to satisfy the County's mandate for restoration services.

Included in this proposal are some photographs depicting work at various job locations as well as photographs of our equipment that is available to provide services. We have the capability to provide digital photographs of sites for documenting purposes.

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 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. 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 a root hormone solution for 30 minutes. 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 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 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 are currently working 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:**

We are capable of designing and installing a variety of irrigation systems. We designed and installed a drip irrigation systems at Lake Los Carneros, Jalama Road, Jonata Road, Foxen Canyon, Arroyo Hondo and micro spray and overhead spray systems at the Santa Rosa Debris Basin, 1105 San Antonio Creek Road and Baron Ranch.

- **Plant Storage:**

We have the ability to store and water more than 1000 plants 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.

- **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 Feeney - 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.

Santa Barbara County 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.

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 \$54.00 (without water truck)

2 laborers for 1 hour \$75.88 (with water truck)

Santa Maria area location: 2 laborers for 3 hours \$162.00 (without water truck)

2 laborers for 3 hours \$227.63 (with water truck)

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, 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 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 presentation.
- 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 Department of Public Works Engineering Division, 123 East Anapamu Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. These wage rates are not included in the Proposal and Contract (Example) for the project. 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>.

TABLE 1.

Hourly Rates for Labor & Equipment

Hourly Rate for Labor:	\$ 27.00
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

All of the rates will remain unchanged; we understand the difficulty our County is facing during these tough economic times. 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:  Date: 5-2-11

Title: President

Proposal Accepted by: _____ Date: _____

Position: _____

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

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the

policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.