

# CHANGE ORDER

Distribution to:

- OWNER:           ■ Vista Del Mar Union
- ARCHITECT:     ■ Shannon Jessica  
                          Ashley & Vance Eng.
- CONTRACTOR:   ■ County Sanitation Co.
- INSPECTOR:     ■ Tom Little Inspections

**PROJECT: Vista Del Mar Union School District  
Wastewater Improvement Project**

9467 San Julian Road  
Gaviota, CA 93117

**Change Order No.....1**

**Date:                    January 24, 2022**

**District's Project No:**

**Engineer's Project No:           21689**

**DSA Application No:             03-121467**

**DSA File No:                    42-25**

**Contract Date:           September 9, 2021**

**TO CONTRACTOR**

County Sanitation Company  
415 East Montecito Street,  
Santa Barbara, CA 93101

**You are directed to make the following changes in this Contract as described in 'ATTACHMENT 'A' on the attached pages for each item description of changes.**

Not valid until signed by the Owner, Architect and Contractor. Signature of the Contractor indicates his agreement herewith, including any adjustment in Contract Sum or Contract Time.

The original Contract Sum:	\$ 219,000.00
Net Change by previously authorized Change Orders:	\$ 0.00
The Contract Sum prior to this Change Order was:	\$ 219,000.00
The Contract Sum will be <u>increased</u> by this Change Order amount:	\$ 152,724.00
The new Contract Sum amount is:	\$ 371,724.00
The Contract Time will be <u>increased</u> by [ 0 ] Days per this Change Order.	

**ENGINEER**

**Ashley & Vance Engineering**  
1413 Monterey Street  
San Luis Obispo, CA 93401

**CONTRACTOR**

**County Sanitation Co.**  
415 East Montecito Street,  
Santa Barbara, CA 93101

*Authorized:*

**OWNER**

**Vista Del Mar Union SD**  
9467 San Julian Road  
Gaviota, CA 93117

*(Signature)*

BY Jessica Shannon

DATE \_\_\_\_\_

*(Signature)*

BY \_\_\_\_\_

DATE \_\_\_\_\_

*(Signature)*

BY Dr. Lois Peterson

DATE \_\_\_\_\_

## Attachment A

### Description of Proposed Owner Directed Changes:

During drilling, required water testing by the soils engineer showed that the well performance exceeded the County's allowable range for being used as disposal wells without supplemental treatment. The plans have been updated to include supplemental treatment per County of Santa Barbara requirements. Supplemental treatment includes a new AdvanTex AX-Max package Wastewater Treatment System by Orenco. The treatment system is installed following the previously proposed 6,000 gallon septic tank, with effluent from the septic tank flowing by gravity down to the treatment system which will be partially buried, and includes aeration and recycle of wastewater over fixed film media inside the treatment tank to reduce contaminants (nitrogen). Discharge from the Ax-Max treatment system is under pressure and includes a pump that will lift treated effluent to the discharge wells for infiltration. The treatment system includes a pump, therefore new electrical conduit/lines will be installed from the existing lift station. In addition, a 1" water line will be plumbed to the treatment system so that a 3/4" hose bib can be utilized for periodic wash-down of the treatment media.



Corporate Office: 415 E. Montecito St., Santa Barbara  
Locations in Santa Barbara, Santa Ynez & Ventura  
805/682-3568 805/688-5513 805/644-9449

Fax : 805/966-9715

CA LIC # 375514 (Plumbing, Sanitation & Pipeline Contractor)

Proposal & Contract  
(Home Improvement)

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor before any work may be started.

SUBMITTED TO: Vista Del Mar Union School District  
JOB LOCATION: 9467 San Julian Road

CONTACT NAME : Lois

APPROXIMATE START DATE upon arrival of  
(after signed contract received): treatment tank  
DAYS TO COMPLETE: 5 additional days  
(APPROXIMATE)

HOME #:  
WORK #:  
CELL #:  
FAX #:  
EMAIL:

Description of the Project and Description of the Significant Materials to be Used and Equipment to be Installed

CHANGE ORDER AS FOLLOWS PER NEW PLANS JANUARY 2022

Change from Xerxes 6000 gallon septic tank to Mid state 6000 gallon septic tank per plans. Installation of new Orenco Axmax 125-21 treatment system set below seepage pits on property. Piping from treatment tank to seepage pits will now be pressurized instead of gravity fed with automatic diverter and distribution assemblies separating pits Includes replacement of 4" sewer piping from exit point of school at existing 2 way clean outs to proposed tank so that piping can be raised in elevation. Approximately 20' of 4" pipe from the existing house to be replaced from pump basin up stream as well. Pipe to be re routed so that tank can be set at shallower depth. Includes pressure water cleaning of sewer pipe at exit point of school to under school.

Add \$950 if one 20' length of ductile iron is used at road crossing. Ductile iron should be installed if potable water pipe is crossed within 12" of sewer pipe. EXCLUDES ELECTRICAL--PLANS NEED TO BE PROVIDED FOR CORRECT WIRING GAUGES Includes additional Bond for below amount Excess soil to be spread on dirt road and in area of pits as directed by School

Contractor will not be responsible for damage to landscaping, sprinkler system(s), driveway(s), settling, or under ground utilities. Owner shall locate all property lines and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property. Contractor assumes no liability for percolation test performed and makes no representation as to soil condition. Contracting party waives any and all liability against contractor arising from and agrees to hold contractor harmless from failure of a septic system due to inadequate percolation.

CONTRACT PRICE : \$ 152,724.00 change. New total price \$371,724

Payment is due upon completion of job. We request that the homeowner (or representative) be present on the final day of construction to make payment and verify satisfactory completion of job.

COUNTY SANITATION COMPANY, INC. PROPERTY OWNER

Date : 01/14/22

Date: \_\_\_\_\_

Signature : \_\_\_\_\_

By: Todd C. Hodgins - President

Name : \_\_\_\_\_

The law requires that the contractor give you a notice explaining your right to cancel. Initial the check box if the contractor has given you a 'Notice of the Three-Day Right to Cancel'

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) : This contractor carries CGL.

WORKER'S COMPENSATION INSURANCE : This contractor carries Workers' compensation insurance for all employees. Feel free to contact our office at 805/682-3568 to obtain copies of our insurance.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB) : CSLB is a state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgements that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: VISIT CSLB's website at www.cslb.ca.gov CALL CSLB at 1-800-321-CSLB (2752) WRITE CSLB at PO BOX 26000, Sacramento, CA 95826

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS: Extra work & change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the contract. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

MECHANICS LIEN WARNING: Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice'. This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to Preliminary Notices you receive. PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier. For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).

Remember, if you do nothing your risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

# NOTICE OF RIGHT TO CANCEL

## Notice of Cancellation

You may cancel this transaction, without any penalty or obligation, within three business days from the date signed by you.

If you cancel, any property traded in, any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

County Sanitation Company, Inc.  
PO BOX 576  
Summerland, CA 93067

Not later than midnight of three days from the date contract was signed by you.

I hereby cancel this transaction (date) \_\_\_\_\_  
Signature \_\_\_\_\_