

## Staff Report

### April 14, 2020

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**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Brit Snipes, Town Engineer  
**DATE:** April 14, 2020  
**RE:** Contract Amendment with Martin Brothers Construction for Rachel Lane Drainage Improvements

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#### **Recommendation**

Staff recommends the Town Council adopt the attached resolution and authorize the Town Manager to enter into a first contract amendment with Martin Brothers Construction for the Rachel Lane Drainage Improvements. This contract amendment will increase the contract amount to include the additional work required during construction and will bring Martin Brothers Construction total allowable compensation under the contract to \$240,456.14.

#### **Issue Statement and Discussion**

The Town of Loomis entered into a contract with Martin Brothers Construction in October 2019, to provide the Rachel Lane Drainage Improvements. The original contract amount was \$204,450.

During construction additional work was required to complete construction. This additional work is specified in two change orders

##### **Change Order 1**

Additional work required to remove and dispose of extremely dense root network and repair irrigation systems in the amount of \$16,000.

##### **Change Order 2**

Additional work associated with voids under the storm drain pipe because it was completely rusted, a water service that was in conflict with the new storm drain pipe and additional sidewalk, in the amount of \$ 20,006.14

Staff is prepared to answer any questions you may have.

#### **CEQA Requirements**

There are no CEQA implications associated with the recommended action.

#### **Financial and/or Policy Implications**

Funding for this contract will be from Transportation Funds.

#### **Attachments**

- A. Resolution
- B. Martin Brothers Contract Amendment

## TOWN OF LOOMIS

### RESOLUTION NO. 20 -

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS  
AMENDING THE SEPTEMBER 3, 2019 CONTRACT FOR THE RACHEL LANE DRAINAGE  
IMPROVEMENTS BETWEEN THE TOWN OF LOOMIS AND MARTIN BROTHERS  
CONSTRUCTION, INC.**

**WHEREAS**, the Town and Martin Brothers, Inc. ("Martin Brothers") entered into a Contract for the Rachel Lane Drainage Improvements, in October 2019 ("Contract"); and

**WHEREAS**, during the course of construction the project, additional work was required in order to provide for unanticipated conditions resulting in two change orders; and

**WHEREAS**, Change Order 1 additional work required to remove and dispose of extremely dense root network and repair irrigation systems in the amount of \$16,000; and

**WHEREAS**, Change Order 2 additional work associated with voids under the storm drain pipe because it was completely rusted, a water service that was in conflict with the new storm drain pipe and additional sidewalk, in the amount of \$ 20,006.14

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Contract as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$204,450 with \$240,456.14.
- II. Remaining Terms Unaffected:  
Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 14th day of April, 2020 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAINED:**  
**ABSENT:**

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Mayor Jan Clark-Crets

ATTEST:

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Charleen Strock, Town Clerk

**AMENDMENT NO. 1  
TO THE CONTRACT FOR RACHEL LANE DRAINAGE IMPROVEMENTS BETWEEN THE  
TOWN OF LOOMIS AND MARTIN BROTHERS CONSTRUCTION  
DATED OCTOBER 2019**

This Amendment No. 1 to the Contract for the Rachel Lane Drainage Improvements between the **Town of Loomis** ("Town") and Martin Brothers Construction, which was entered into in October 2019, is made and entered into this 10 day of March 2020 (the "Effective Date").

**RECITALS**

**WHEREAS**, the Town and Martin Brothers, Inc. ("Martin Brothers") entered into a Contract for the Rachel Lane Drainage Improvements, in October 2019 ("Contract"); and

**WHEREAS**, during the course of construction the project, additional work was required in order to provide for unanticipated conditions resulting in two change orders; and

**WHEREAS**, Change Order 1 additional work required to remove and dispose of extremely dense root network and repair irrigation systems in the amount of \$16,000; and

**WHEREAS**, Change Order 2 additional work associated with voids under the storm drain pipe because it was completely rusted, a water service that was in conflict with the new storm drain pipe and additional sidewalk, in the amount of \$ 20,006.14

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Contract as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$204,450 with \$240,456.14.
- II. Remaining Terms Unaffected:  
Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment as of the Effective Date.

**Town of Loomis**

**Martin Brothers Construction Inc.**

By: \_\_\_\_\_  
Sean Rabe, Town Manager

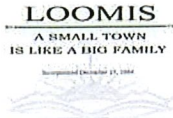
By: \_\_\_\_\_

Approved as to form:

Attest:

By: \_\_\_\_\_  
Jeffrey Mitchell, Town Attorney

By: \_\_\_\_\_  
Charleen Strock, Town Clerk



## Contract Change Order No. 1

**PROJECT:** Town of Loomis, Rachel Lane Storm Drain Replacement Project

**To:** Martin Brothers Construction

You are directed to make the following changes in the Contract, as follows:

#	Description	Cost
1	Perform additional work to remove and dispose of extremely dense root network under entire sidewalk marked for replacement on Rachel Lane. Remove roots to bottom of new sidewalk section. Extend root removal 4-6" from tree-side edge of sidewalk to make room for root barrier. If requested by the adjacent property owner, repair irrigation damaged during the root removal, or place 2" sleeve under sidewalk. Roots can be expected consistently under all sidewalk marked for removal and may be up to 14" in diameter or higher.  Total payment for these items = \$16,000.00  This payment includes all work associated with these items, and no additional payment is warranted.	\$16,000.00
Total:		\$16,000.00

Total cost includes all mark-ups, surcharges and sales tax.

Approval Recommended By: Justin Kable, P.E. – Resident Engineer

The original Contract Sum was.....	\$ 204,450.00
Net change by previous Change Orders.....	\$ 0.00
The Contract Sum prior to this change.....	\$ 204,450.00
The Contract Sum will be (INCREASED) by this Change Order.....	\$ 16,000.00
The new Contract Sum including this Change Order will be .....	\$ 220,450.00
The Contract Time will be changed by this Change Order by .....	No Change
The current Date of Completion is (after other CCOs and weather impacts).....	No Change
The Date of Completion as of the date of this Change Order is therefore.....	No Change

**Martin Brothers  
Construction**

Address:  
8801 Folsom Blvd,  
Suite 260  
Sacramento, CA  
95826

**City Manager  
Sean Rabé**

Address:  
3665 Taylor Road  
Loomis, CA 95659

**Town Engineer  
Brit Snipes**

Address:  
3665 Taylor Road  
Loomis, CA 95659

**Resident Engineer  
Justin Kable, P.E.**

Address:  
11025 Trade Center  
Drive,  
Suite 120  
Rancho Cordova, CA  
95670

By:

By:

By:

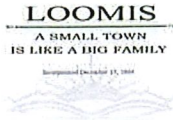
By:

Date:

Date:

Date:

Date:



## Contract Change Order No. 2 (FINAL)

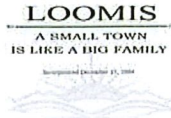
**PROJECT:** Town of Loomis, Rachel Lane Storm Drain Replacement Project

**To:** Martin Brothers Construction

You are directed to make the following changes in the Contract, as follows:

#	Description	Cost
1	<p><b><u>Payment Adjustment at Force Account:</u></b></p> <p>In accordance with Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," and Section 9-1.04, "Force Account," of the Standard Specifications, compensate the contractor for additional costs incurred after discovering that the 36" pipe to be lined with CIPP (per a planned material substitution) was rusted out at the bottom, and had settled into a 6-12" void under the pipe. CIPP was no longer possible with this condition. The downtime was necessary to evaluate the situation and change the scope back to the original contract plan of removing and replacing the 36" pipe down Rachel Ln.</p> <p>As determined necessary by the engineer, provide all additional labor, material, equipment, tools, and incidentals during the downtime.</p> <p>Payment Adjustment at Force Account = \$835.02</p> <p>This change order does not affect the controlling activity. No time adjustment is warranted.</p>	\$835.02
2	<p><b><u>Payment Adjustment at Force Account:</u></b></p> <p>In accordance with Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," and Section 9-1.04, "Force Account," of the Standard Specifications, compensate the contractor for additional costs incurred after discovering that a PCWA water service line was laying directly on top of the 36" pipe to be replaced. This location would conflict with the new 36" pipe alignment, and minimum spacing would not be possible. Downtime was necessary to contact and wait for PCWA workers who later arrived on the site and routed the service above the new pipe.</p> <p>As determined necessary by the engineer, provide all additional labor, material, equipment, tools, and incidentals during the downtime.</p> <p>Payment Adjustment at Force Account = \$5,423.72</p> <p>This change order does not affect the controlling activity. No time adjustment is warranted.</p>	\$5,423.72
3	<p><b><u>Extra Work at Force Account:</u></b></p> <p>As determined necessary by the engineer, remove and replace additional deteriorated HMA pavement around the edges of the storm drain replacement trench (outside the sawcut boundaries of the project). All work shall be performed in accordance with the Contract Documents.</p> <p>Extra Work at Force Account = \$4,683.40</p> <p>This change order does not affect the controlling activity. No time adjustment is warranted.</p>	\$4,683.40
4	<p><b><u>Increases in Bid Items at Bid Item Prices:</u></b></p>	\$9,064.00





	Item 7 Install Sidewalk: 88 lf @ \$75/lf = \$6,600.00 Item 10 Remove Concrete Sidewalk: 352 sf @ \$7/sf = \$2,464.00  Increases in Bid Items at Bid Unit Prices: \$9,064.00  This change order does not affect the controlling activity. No time adjustment is warranted.	
5	<b>Payment Adjustment at Agreed Lump Sum</b> In lieu of sliplining the entire 30" CMP pipe with a 24" liner (Item 5) and removing and replacing 6 lf of the 36" CMP pipe (Item 6), use Cured-in-Place Pipe (CIPP) as designed and stamped by a California P.E. This is a no cost change that constitutes full payment, including markups, for this change.  Payment Adjustment at Agreed Lump Sum: \$0.00  This change order does not affect the controlling activity. No time adjustment is warranted.	\$0.00
Total:		<b>\$20,006.14</b>

Total cost includes all mark-ups, surcharges and sales tax.

Approval Recommended By: Justin Kable, P.E. – Resident Engineer

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11025 Trade Center  
Drive,  
Suite 120  
Rancho Cordova, CA  
95670

By:

By:

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