



Utility Committee Meeting

AGENDA

May 5, 2009

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [Discussion / Approval - Blasting Holly Hill Sewer Rehab Project](#)

III. ADJOURN



Utility Committee Meeting

AGENDA

May 5, 2009

Item:

Discussion / Approval - Blasting Holly Hill Sewer Rehab Project

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Controlled Blasting - Holly Hill](#)

[Holly Hill Kesco Quote](#)

PROPOSAL

Wednesday, April 22, 2009

Controlled Blasting, Inc.

3025 Jones Mill Road
Norcross, GA 30071

1 (800) 237-6075 (770) 448-4099 FAX (770) 446-2085

Company Name	City of Monroe	Job Number	
Address	215 North Broad Street, P.O. Box 728	Project	Breadlove Drive Sewer Outfall
City	Monroe	State	GA
Postal Code	30855-	Job Location	Monroe, GA
Caller	Rodney	Owner	City of Monroe
Office Phone	(770) 286-5362	Fax Number	(770) 286-5347
Mobile Phone	(404) 427-3482	Pager	
Other Phone			

Explosives cost per pound		Trench rock/cubic yard	\$19.50	<i>yd³</i>
Blasting Caps each		Trench rock pay width	5 ft	<i>minimum or pipe diameter 12" or contr. req. (greater of)</i>
Boulder Buster Cartridges each		Trench rock min. pay cut	5 feet/inches	<i>1 ft</i>
Monitoring Cost	\$350.00	Trench rock/Manhole undercut	12 inches	
Insurance Cost as percent of job	%	Manhole diameter pay width	24 inches	<i>1 Manhole diameter</i>
Hand Drill and/or Blast rate	<i>per hour</i>	Linear foot price		<i>foot</i>
Hand Drill and/or Blast minimum	<i>hr(s)</i>	Mass rock/cubic yard		<i>yd³</i>
Track Drill and/or Blast Rate	<i>per hour</i>	Mass rock min. pay cut		<i>feet/inches 1 ft</i>
Track Drill and/or Blast Min.	\$2,750.00	Mass rock undercut		<i>inches</i>
Lump Sum price	<i>job/mobilization</i>	Line Drill/Testing	\$275.00	<i>hour</i>

List Hazards and Special Information

Contractor to provide dirt cover and traffic control as needed for blasting safety. Payment due within 35 days of invoice date. After 45 days from original invoice date interest shall accrue at the rate of 1.5% per month prorated to CBI's payment receipt date. No retainage to be withheld. Hand drill work performed outside of cut guarantee below billed as hourly work. Work performed to correct improper cuts may be billed hourly. If trench box required and width required is greater than width described for trench paywidth above than substitute trench box width + 24 inches for paywidth above. Contractor may need to provide washed 89 or 67 stone for wet borehole stemming.

Track Drill mobs @ \$750.00 each, Seismic Monitoring/Pre-blast Surveys/Permits @ \$350.00 each. Contractor to provide 6' dirt cover where needed, cuts, traffic control, stemming gravel, & access. All Handrill or Dental work adj. to utils. @ T&M rates.

Special Conditions and Guarantees Wednesday, April 22, 2009

(a) Contractor will be expected to provide dirt cover as necessary for blasting safety and as required by Georgia State Law. (b) Contractor to locate all utilities and have them staked so that driller and blaster may safely do their job. (c) If we are given proper cuts, in the form of cut stakes or engineered cut sheets with station numbers on a minimum of 50 foot centers our work is guaranteed. Verbal cuts or take-offs from plans are not acceptable. They are, at times, adequate for the job, but we cannot guarantee their validity. (d) Insurance Certificates will be issued upon request. (e) Pricing provided in this Proposal and associated Attachments are effective for 30 days from Proposal date above.

(e) Guarantee. All work will be completed in a professional manner according to industry standards. All work requiring a return to the job site will be handled in a prompt manner. (f) NO BACK CHARGES will be accepted relating to loss time or waiting time for the drilling and blasting to be completed.

Controlled Blasting, Inc.
Authorized Signature _____

Acceptance of Proposal

In consideration of the services to be provided by Controlled Blasting, Inc. and as an inducement to do so, we the undersigned hereby guarantee and firmly bind ourselves to pay the sum for which the contractor above named becomes liable by virtue of the services provided by Controlled Blasting, Inc. This proposal shall serve as notice to proceed with the project as named above.

CompanyName City of Monroe
Signature _____
Authorized Signature

Unit Price Working Agreement

**Kesco Dynamics, Inc. (Kesco)
City of Monroe (Contractor)
15" Rehab Sewer
April 30, 2009**

<u>Item</u>	<u>Dimensions</u>	<u>Quantity*</u>	<u>Price</u>
Trench Rock	6' Pay Width / 8-9' depth +/-	???	\$25.00 CY
Seismic Monitoring	N/A	Per Machine	\$250.00 Day
Pre-Blast Surveys	Residential Only	???	\$300.00 Per
Mobilization	N/A	1 ea.	\$750.00 Per

* Quantity is estimate only.

Terms:

1. Kesco shall furnish and pay for all drills, explosives, insurance, and any and all permits required by federal and state rules and regulations.
2. Kesco agrees to provide the personnel in order to accomplish the above said job in a timely manner, as well as be performed with the utmost professionalism.
3. Kesco shall fragment rock material to a size of 36 inch minus.
4. Kesco shall provide insurance coverage of (i) \$1,000,000 General Liability – (ii) General Aggregate; \$1,000,000 Automobile; and (iii) \$4,000,000 Excess Liability - Each Occurrence and Aggregate. Additional insurance coverage is available upon request and invoiced as an extra item.
5. Kesco shall provide and Contractor shall pay for Pre-Blast Surveys and Seismic Monitoring as necessary.
6. Contractor shall provide and maintain access to work area. The blasting area must be prepared in such a manner as to not inhibit the normal movement of the drill, drill support truck, and the explosives bulk truck.
7. Contractor shall provide and Kesco shall pay for a maximum of 3 sets of grading and utility plans, and Kesco may request the plans in electronic format for the purpose of quantification and invoicing.
8. Contractor shall provide adequate staking to achieve required sub grade / pipe invert.
9. Contractor shall provide aggregate material for borehole stemming as required. The aggregate material must be a clean (89) or (57) size to properly confine the explosives to the borehole.
10. Contractor shall provide traffic control if necessary and shall help locate all on-site equipment and personnel to a safe distance from blasting area. Safe distance varies per blast and will be defined by the Explosives Technician on-site at time of blast.
11. Contractor shall provide a minimum of six feet of earthen cover as required by law for "close proximity" blasting within 750 feet of structures. At the Explosives Technician discretion more than the state minimum amount of cover may be necessary.
12. Contractor shall grade to an elevation of a maximum six feet above solid rock material. Any boulders encountered during this excavation shall be the responsibility of the Contractor. At the Explosives Technician discretion more than the state minimum amount of cover will be necessary.
13. Blasting mats are available as necessary: Mat charge per mat per day is \$200.00 (2 days/10 mats minimum). Mat mobilization is \$500.00 per load of 10. If Contractor provides earthen cover as required, Kesco may opt to provide mats to the project to be used in addition to the earth cover. If so, there will be no charge to the Contractor for mats.
14. Track drill blasting near existing utility lines whereas the horizontal distance between the outside diameter of the proposed pipe and the outside diameter of the existing lines is less than or equal to the proposed pipe invert depth plus four-feet (our sub drill depth), is likely to cause damage to the existing line (e.g. if the proposed pipe invert depth is 16 feet, then damage is possible to any existing utilities within 20 horizontal feet of the proposed pipe). Any existing utility lines located within this distance will have to be relocated or damage to these lines needs rest with the Contractor. As



- another alternative, Kesco and the Contractor can negotiate a price for Kesco to perform hand drill work in these areas, in which case Kesco would assume full responsibility for damage.
15. Payment depth is from highest rock elevation per borehole to one foot below grade elevation for mass rock and to one foot below invert for trench rock. Quantification of actual cubic yards or square yards drilled and blasted will be as follows: $(\# \text{ of Holes} \times \text{Burden} \times \text{Spacing} \times \text{Rock Depth}) \div 27 = \text{Payable Cubic Yardage for Mass Rock \& Gut Rock. } (\text{Length} \times \text{Width} \times \text{Rock Depth}) \div 27 = \text{Payable Cubic Yardage for Trench Rock \& Structure Rock. } (\text{Length} \times \text{Rock Depth}) \div 9 = \text{Payable Square Yards for Pre-Split Rock}$
 16. The Blaster and the Contractor's representative will verify all yardages after each blast. The Contractor's representative must sign the Blast Report and Field Invoice at the time indicating acceptance of payable yards (square or cubic).
 17. Contractor's representative shall verify elevation and depths of boreholes prior to blasting in areas where there is no tolerance for excessive rock excavation below sub grade / pipe invert (e.g. footings, culverts, walls and foundations). Kesco shall not be held responsible for any remedial work needed to meet the design of the project due to excessive rock excavation. Kesco and the Contractor can negotiate a price for Kesco to perform any remedial work needed in addition to this contract.
 18. Trench underneath the mass areas should be laid out and blasted at the same time due to cost and safety issues. If trench underneath the mass is not laid out and Kesco has to come back and blast the trench in areas where the mass has been blasted, there will be a 20% adding on to the trench price. (e.g. \$25.00 per yard will increase to \$30.00 per yard).
 19. Additional test drilling required is \$250.00 per hour at the request and direction of the Contractor.
 20. The minimum invoice amount per track drill mobilization is \$5,200.00 and per hand-drill-crew is \$2,500 per day.
 21. Prior to commencing drilling and blasting under this contract or contract documents, Contractor and Kesco and any other party Contractor deems appropriate shall meet to prepare and review the drilling and blasting schedule. This schedule shall be complete in all respects and shall not be changed absent prior written consent of Kesco.
 22. The Contractor, without invalidating the contract, may change the work set out in Kesco's sub-contract including additions, deletions or other revisions. In each instance, the fee payable to and time for Kesco to perform shall be adjusted accordingly. Such changes in the subcontract shall be authorized by written change order signed by the Contractor and Kesco. The cost or credit to the Contractor from a change in the Work shall be determined in advanced and in writing by mutual agreement of the Contractor and Kesco, taking into consideration Kesco's cost of labor, material, equipment, overhead and profit.
 23. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the contract documents or from those conditions ordinarily found to exist result in more than 15% percent of the labor or materials provided in this bid, then the fee payable to Kesco and the time in which Kesco has to perform the work shall be equitably adjusted.
 24. Claims by the Contractor against Kesco are subject to the following terms: All claims, and disputes asserted by the Contractor against Kesco arising out of this Bid or the contract documents including but not limited to set offs or charge backs shall be communicated to Kesco in writing within ten (10) days of the act or omission giving rise to the proposed set off or chargeback. Such notice shall include in detail the following: (i) the amounts being claimed; (ii) all known facts that support Contractor's claim and reference; (iii) copies of all documents supporting the claim; (iv) reference to the applicable provision (s) of the Contract Documents, if any, that support Contractor's claim; (v) all notes correspondence, memoranda, emails and the like that relating to events that form the basis of the dispute; Failure to provide a claim set forth in this paragraph to Kesco shall result in the Contractor waiving its right to back charge, off set or otherwise reduce payment to Kesco.
 25. All claims, disputes or other matters in question between the parties to this Agreement shall be submitted to non-binding mediation. If mediation does not resolve the claim or dispute, then jurisdiction and venue shall be had in the Superior Court of Cherokee County, Georgia or in a United States District Court for the Northern District of Georgia. The court shall award the prevailing party's attorneys fees and costs.
 26. Within ten (10) days of final completion and submission of the applicable payment request to the Owner, Contractor agrees to make final payment in full to Kesco.
 27. Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due until paid at the rate of 1.5% per month.

- 28. The above pricing schedule assumes that Kesco payment terms are net thirty days and that zero percent retainage will be withheld.
- 29. This bid does not include any cost for payment or performance bonds. A bond will be obtained if requested and will be invoiced as an extra item.

By signature both parties agree to the terms as set forth:

Contractor: _____ Date: _____

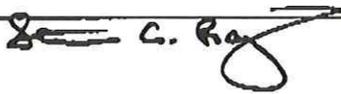
Its: _____

Kesco Dynamics, Inc.: _____ Date: _____

Its: _____

Steve A. Ray / 404.732.5426

April 30, 2009

Kesco Dynamics, Inc.:  _____ Date: _____

Its: Project Manager