ENGINEERING DEPARTMENT

ADDENDUM TO THE CONTRACT

for

DOWNTOWN SEAWALK – BRIDGE TO GOLD CREEK

Contract No. E16-011

ADDENDUM NO.: **TWO**

CURRENT BID OPENING DATE:
October 6, 2015
2:00 p.m. Local Time

PREVIOUS ADDENDA: ONE

ISSUED BY: City and Borough of Juneau
ENGINEERING DEPARTMENT
155 South Seward Street
Juneau, Alaska 99801

PREVIOUS BID OPENING DATE:
September 29, 2015
2:00 p.m. Local Time

DATE ADDENDUM ISSUED: Sept 24, 2015

The following items of the contract are modified as herein indicated. All other items remain the same. This is a faxed addendum. A confirming copy will not be mailed to you. This addendum has been issued and is posted online. Please refer to the CBJ Engineering Contracts Division webpage at: http://www.juneau.org/engineering_ftp/contracts/Contracts.php

INFORMATION TO BIDDERS: A clarification document will be forthcoming.

PROJECT MANUAL:

Item No. 1 SECTION 00030 - NOTICE INVITING BIDS. DEADLINE FOR BIDS.

Change the date of the Deadline for Bids ***from*** September 29, 2015, ***to*** October 6, 2015. The time and place for opening bids remains Room 224 of the Municipal Building, 155 S. Seward St., Juneau, AK.

Item No. 2: SECTION 00310 - BID SCHEDULE. ***Replace*** with the attached revised SECTION 00310 - BID SCHEDULE, labeled Addendum No. 2.

Item No. 3: SECTION 00852 – PERMITS. ***Add*** the following to Paragraph 1.1A:

"The CBJ has requested and received verbal notification that a permit modification will be issued before award of this contract for Special Condition 11, which will be altered to allow for work to be performed at all tidal stages. In addition, the CBJ has received verbal notification that the Access Pad shown on Drawings between the shoreline and Habitat Island can be temporarily filled to higher than existing elevations provided that the Access Pad is restored to existing elevations as shown on the Drawings. This condition will also be included in the permit modification. If the successful bidder has other proposed methods of performing the work that may require additional permit modifications, CBJ will assist the contractor as possible in

acquiring those permit modifications. However, the contractor should not rely on additional permit modifications being allowed for their bid."

Item No. 4: SPECIAL PROVISIONS, SECTION 01010 - SUMMARY OF WORK. ***Add*** the following Paragraph 1.2A.4:

"4. The WORK included in the contract is divided into the Basic Bid and Additive Alternate No. 1. The delineation between these work items is shown on the Drawings."

Item No. 5: SPECIAL PROVISIONS, SECTION 01010 - SUMMARY OF WORK. ***Replace*** Paragraph 1.4A with the following revised Paragraph 1.4A:

"A. The WORK hereunder shall be constructed under a Unit Price contract based on the quantities as determined by the specified measurement and payment methods defined in these Drawings and Specifications and the prices bid by the CONTRACTOR. The WORK may be awarded as a Basic Bid, or as a Basic with Additive Alternate(s)."

Item No. 6: SPECIAL PROVISIONS, SECTION 01010 - SUMMARY OF WORK. ***Add*** the following Paragraph 1.6C:

"C. The Bridge Park Sculpture and Water Feature have been designed and are being fabricated by others. Drawings and specifications of these items are provided to the Bidders as Attachment 2 to Addendum No. 2. The CONTRACTOR'S work related to the sculpture and water feature is included in Pay Items 3300.1, 3300.2, and 15000.1 and generally described as follows:

1. Installation of the concrete foundation and vault to support the whale sculpture. Embedded items in this structure related to the water feature shall be purchased from Wesco Fountains, Inc. and installed by the CONTRACTOR. The base plate for the sculpture will be furnished and installed by the CONTRACTOR. The sculpture will be installed by others.

2. Installation of the concrete pool and drain channels for the whale sculpture. Embedded items in this structure related to the water feature shall be purchased from Wesco Fountains, Inc. and installed by the CONTRACTOR.

3. Installation of the site piping for water feature for the whale sculpture. The piping shall connect to slab and wall penetrations in the whale sculpture vault and drain channel and terminate at the future pump/filter room. Purchase of the water feature embedded (or "pour") items from Wesco Fountains, Inc, shall be included in the CONTRACTOR's bid price for Pay Item 15000.1 at the price indicated in Wesco Quotation JHP19505, dated 3-11-15, provided to Bidders as Attachment 3 to Addendum No. 2.

4. Installation of the sculpture pool finishes shown on the Wesco drawings is not included in this contract and will be performed by others. This work includes:

a. Colored cementitious micro topping finish on topping concrete grout bed.
b. All granite curbs and cladding and associated embedments.
c. Pebble tile trough base and associated setting bed.
d. All associated caulking and accessories."

Item No. 7: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.37B. ***Revise*** "Pay Item No. 2710.2" to read "Pay Item No. 2710.3".

Item No. 8: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.38B. ***Revise*** "Pay Item No. 2710.2" to read "Pay Item No. 2710.4".

Item No. 9: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.41B. ***Revise*** "Pay Item No. 2711.1" to read "Pay Item No. 2711.2".

Item No. 10: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.42B. ***Revise*** "Pay Item No. 2711.1" to read "Pay Item No. 2711.3".

Item No. 11: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.43B. ***Revise*** "Pay Item No. 2711.1" to read "Pay Item No. 2711.4".

Item No. 12: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.54A. ***Add*** the word "alder" before the words "pullup plants".

Item No. 13: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.65B. ***Add*** the following:

"This item will be used where the Engineer determines that softer than anticipated soils are encountered resulting in greater than anticipated migration of imported fill material into the existing subgrade. Contractor shall propose suitable fabric for conditions encountered."

Item No. 14: SPECIAL PROVISIONS, SECTION 01025 - MEASUREMENT AND PAYMENT, Paragraph 2.73A. ***Add*** the following:

"This Pay Item shall include all Work shown in the area of the Undersea Garden, except Usable Excavation, Select Borrow, and Whale Tail Benches, which shall be paid for under other pay items."

Item No. 15: SPECIAL PROVISIONS, SECTION 02202 - EXCAVATION AND EMBANKMENT.

Delete Article 2.8. Article 2.8 from Erratum 13 shall govern.

Revise the Nordic Abrasion value in Article 2.9, Paragraph G from 18 to 22.

Revise the Nordic Abrasion value in Article 2.10, Paragraph G from 18 to 22.

Revise the Article number for USABLE MATERIAL FROM EXCAVATION from 1.2 to 2.11.

Delete Paragraph C from erratum 13 and ***replace*** with the Paragraph C included in the Special Provisions.

Delete Article 3.4 Paragraphs D and E. Article 3.4 Paragraphs D and E from Erratum 13 shall govern.

Delete Articles 3.6 and 3.7. Articles 3.7 and 3.8 from Erratum 13 shall govern.

Item No. 16: SPECIAL PROVISIONS. ***Replace*** SECTION 02370 - SHORE RESTORATION, with the attached revised SECTION 02370 – SHORE RESTORATION, labeled Addendum No. 2.

Item No. 17: SPECIAL PROVISIONS, SECTION 02398 - PIER TIMBERWORK. ***Replace*** the title of Article 2.2 Paragraph E with the following:

"E. Glued-Laminated Timber, Seawalk"

Item No. 18: SPECIAL PROVISIONS, SECTION 02398 - PIER TIMBERWORK, Article 2.2. ***Add*** Paragraph F:

"F. Glued-Laminated Timber, Bus Shelter and Picnic Shelter

1. Species: Douglas Fir-Larch.
2. Preservative: Copper Naphthenate.
3. Preservative Retention: 0.4 pcf.
4. Preservative Specification: AWPA Standard U1, Use Category UC3B."

Item No. 19: SPECIAL PROVISIONS, SECTION 02458 - STEEL PIPE PILES, Article 1.2, Paragraph B. ***Replace*** with the following revised Article 1.2 Paragraph B:

"B. Bid: Base the Bid on number and type of piles indicated with lengths as shown on the drawings. CONTRACTOR may furnish piles in longer lengths than the lengths indicated if desired to facilitate fabrication and installation."

Item No. 20: SPECIAL PROVISIONS, SECTION 02512 - MASONRY UNIT PAVING, Paragraph 2.1A. ***Replace*** with the following Paragraph 2.1 A:

"A. Granite Pavers shall be "2 ¼" x 8" x 8" and 2 ¼" x 12" x 12", with thermal finish, as manufactured by Yellow Mountain Stoneworks, or approved equal."

Item No. 21: SPECIAL PROVISIONS. ***Add*** the following SECTION 02801 – ASPHALT CONCRETE PAVEMENT, ***after*** SECTION 02710 – SEEDING.

"**SECTION 02801 – ASPHALT CONCRETE PAVEMENT**

PART 1 – GENERAL

ARTICLE 1.1 DESCRIPTION

Revise *paragraph B as follows:*

"B. Asphaltic concrete mix for this Project for this project shall be Type II-A, Class B. See Table 02801-1."

Revise TABLE 02801-1, ASPHALTIC CONCRETE MIX REQUIREMENTS, *as follows:*

Design Parameters	Class A	Class B
Voids in total mix, percent	2.5 – 4.0%	2.5 – 4.0%
Percent oil content	6.0 – 6.8%	6.0 – 6.8%

PART 3 – EXECUTION

ARTICLE 3.13 ACCEPTANCE SAMPLING AND TESTING

Add *the following paragraph:*

"K. For each lot of asphalt pavement produced, at least two (2) samples shall be taken by the CONTRACTOR for purposes of acceptance testing by the OWNER. The CONTRACTOR shall split the sample with the OWNER to retain a portion for their own use. The sample shall be taken according to proper sampling methods, from the asphalt pavement on the grade.

Based on the averaged results of the acceptance testing, a deduction from the asphalt pavement pay item may be made at the following amounts:

#200 Sieve: the greater of either 1.0% the contract price for asphalt pavement placed within the sampled lot or $500 per each 0.1% outside the job mix design tolerance, not exceeding 6% maximum, of the percent passing the #200 sieve.

Asphalt Content: the greater of either 1.0% the contract price for asphalt pavement placed within the sampled lot or $500 per each 0.1% outside the allowable job mix design asphalt content tolerance. The allowable asphalt content tolerance for this Contract shall be +/- 0.4% of the target job mix design asphalt content and shall not exceed the asphalt oil content limits specified in this Contract.

The pay deductions for exceeding the job mix design tolerances does not constitute acceptance of a mix that does not meet the specifications. Further acceptance testing will be performed to determine if the asphalt pavement specifications have been met. No payment for asphalt pavement will be made for asphalt pavement exceeding job mix design tolerances, or not meeting asphalt pavement specifications, until additional testing determines whether the asphalt pavement meets all other specifications.

For the purposes of this Contract, one lot of asphalt pavement is defined as 500 tons, or a single day's asphalt pavement production of at least 100 tons.

END OF SECTION"

Item No. 22: SPECIAL PROVISIONS, SECTION 02870 - SITE FURNISHINGS, Article 2.1.A. ***Replace*** Product Description 2 with the following revised Product Description:

"2. Free Standing Curved Benches: Type B

Maglin LXM1500-SC-IPELR-4 with IPE slat seat and powder coated cast aluminum frame. Frame color to be selected by Project Engineer from manufacturer's full range of color options. Legs: Style 1 Armless LXM1500-E1."

Item No. 23: SPECIAL PROVISIONS, SECTION 02870 - SITE FURNISHINGS, Article 2.1.A. ***Replace*** Product Description 9 with the following revised Product Description:

"9. Whale Tail Bench:

Aluminum Whale Tail Bench by Blastworks Art & Sign, or approved equal. 6' wide x 6' long x 20" seat height. Installation Method: Underground Hidden Mount / Slab Not Visible as per manufacturer's specifications and modified with brick paver installation over hidden slab.

Provide a clear coated Level 2 (sanded to 120gr) Finish.

http://blastworks.ca/whale-tail-bus-bench/cast-aluminum-bus-benches.html; (250) 713-1665."

Item No. 24: SPECIAL PROVISIONS, SECTION 03300 – CAST-IN-PLACE CONCRETE. ***Add*** the following Paragraph 2.13:

"2.13. WATERSTOPS

A. Flexible PVC Waterstops: CE CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

1. Profile: Ribbed with center bulb.
2. Dimensions: 6 inches by 3/8 inch thick (150 mm by 10 mm thick); nontapered

B. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch (19 by 25 mm)."

Item No. 25: SPECIAL PROVISIONS, SECTION 03303 – SIDEWALK, CURB AND GUTTER, Part 2 - PRODUCTS, Article 2.1 Materials. ***Add*** the following paragraph:

"C. Detectable tiles shall be federal yellow "Cast In Place System" from Armor Tile, or approved equal."

Item No. 26: SPECIAL PROVISIONS, SECTION 05120 - STRUCTURAL STEEL FRAMING. ***Delete*** Article 2.6, Paragraph A.

Item No. 27: SPECIAL PROVISIONS, SECTION 07410 - STANDING SEAM METAL ROOF PANELS.

Article 2.2, Paragraph C. ***Add*** the words "minimum thickness" following the word "Gauge".

Article 2.2 Paragraph D. ***Add*** the words "or 16"" following the word "12"".

Article 2.2, Paragraph F. ***Add*** the following words after the sentence ending in the word "line":

"Provide a finish capable of meeting the required 5 year warranty."

DRAWINGS

Item No. 28: Cover Sheet Drawing G-000. ***Add*** the following at the end of the Sheet Index:

"The Whale Project Water Feature by Wesco Fountains, Inc., dated 9/14/16 (27) Sheets."

Item No. 29: Drawing G-004. ***Add*** the following Notes 6 and 7:

"6. Any damage to public right-of-ways, including but not limited to West 8th and West 9th Streets, shall be repaired promptly to provide continuous, unimpaired use of the right-of-ways by the public. Repairs shall provide a driving surface of equal or greater quality to that which existed before construction commences.

7. The access pad to the habitat island shown on C-204 may be temporarily filled to higher elevations during construction to facilitate access during high tides. Any temporary fill material placed above existing ground surfaces shall be removed to final elevations indicated on the Civil Drawings."

Item No. 30: Drawing, G-004. ***Revise*** the note which reads "Access Pad, See C-206" ***to read*** "Access Pad, See C-204".

Item No. 31: ***Replace*** the following Drawings with the attached revised Drawings labeled Addendum No. 2:

General: L-003, A-003, E-001

Bridge Park: C-102, C-103, C-104,
L-101, L-102, L-103, L-104, L-132, L-133, L-151, L-152, L-154, L-156
S-102, S-131, S-151
E-101, E-151

Seawalk: L-201, L-202, L-207, L-208, L-231, A-232

Item No. 32: Drawing L-153, Sections B and C. ***Replace*** the notes which read ""1-3/4" Polymeric Sand Bed" with notes which read ""1-3/4" Bedding Sand".

Item No. 33: Drawing A-104, Detail 4. ***Add*** note which reads: "Provide a 2'-0" diameter concrete footing to a minimum of 4'-0" below grade at each post location, typical 6 places. Post anchors shall be 5/8" diameter F1554 Gr 55 galvanized with minimum 6" embed. Provide minimum 6-#4 vertical bars, 2-#4 hoops in the top 5", and #4 hoops at 10" on-center for the balance."

Item No. 34: Drawing S-152, Section 12. ***Revise*** the note which reads "Conc deck w/ HSS beam per plan, base plate and anchor bolts per D/-" ***to read*** "Conc deck w/ HSS beam per plan, base plate and anchor bolts per 13/-".

Item No. 35: Drawing S-203. ***Add*** the following note:

"Contractor may submit alternative sloped deck framing design to the Engineer for review and acceptance. Alternative designs shall meet applicable functional and structural design requirements."

Item No. 36: Drawing S-206. ***Revise*** the note which reads "Welded Moment Conn" ***to read*** "Welded Moment Conn, see 1/S-251, sim".

Item No. 37: Drawing S-253, Section 4. ***Revise*** the note which reads "W12x40" ***to read*** "W12x45".

Item No. 38. Drawing S-258. ***Add*** the following Note 11:

"11. All piling shall be hot dipped galvanized above the elevation of the Pile Seat Plate. The Pile Seat Plate and piling below the Seat Plate shall be furnished as uncoated steel."

Item No. 39. ***Add*** WESCO Fountains Incorporated Drawings, labeled Project #3145, The Whale Project Water Feature (27 sheets).

By: _____
for Greg Smith,
Contract Administrator

Total number of pages contained within this Addendum: 85

SECTION 00310 - BID SCHEDULE

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUN
				DOLLARS	CENTS	DOLLARS
BASIC BID						
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum	
1550.1	Traffic Control	Lump Sum	All Req'd	Lump	Sum	
1570.1	Erosion and Sediment Control	Lump Sum	All Req'd	Lump	Sum	
2201.1	Clearing and Grubbing	SY	1,300			
2202.1	Usable Excavation	CY	900			
2202.2	Unusable Excavation	CY	220			
2202.3	Select Borrow	Ton	1,940			
2202.4	8-Inch Minus Shot Rock Borrow	Ton	15,100			
2202.5	18-Inch Minus Shot Rock Borrow	Ton	60,100			
2202.6	Mining Area Restoration & Road Cleaning Guarantee	Contingent Sum	All Req'd	Contingent	Sum	$ 10,000
2202.7	Individual Mining Plan	Lump Sum	All Req'd	Lump	Sum	
2204.1	2-Inch Minus Shot Rock	Ton	1,040			
2204.2	Base Course, Grading D-1	SY	2,910			
2205.1	Class IV Rip Rap	CY	2,200			
2370.1	36-Inch Minus Rounded Boulders	Ton	9,850			
2370.2	10-Inch Minus Cobble	Ton	800			
2370.3	Stone Steps Over Rip Rap	Ton	75			
2370.4	Intertidal Stepping Stones	Ton	80			
2370.5	Cobble, Gravel, Soil Mix	CY	2,400			
2370.6	Gravel, Soil Mix	CY	2,600			
2370.7	Shell Hash Fill	CY	15			
2370.8	Tide Pool	Lump Sum	All Req'd	Lump	Sum	
2398.1	Pier Timberwork, Elevated Deck	SF	22,000			
2398.2	Pier Timberwork, At-Grade Deck Island	SF	7,250			
2398.3	Pier Timberwork, At-Grade Deck Bridge Park	SF	4,675			
2401.1	Sanitary Sewer Service Laterals	Lump Sum	All Req'd	Lump	Sum	
2458.1	Steel Pipe Piles	EA	68			
2501.1	12-Inch Pipe Culvert	LF	190			
2501.2	6-Inch Underdrain	LF	330			
2502.1	Storm Drain Manhole, Type I	EA	1			
2502.2	Catch Basin, Type III	EA	1			
2502.3	Trench Drain	LF	92			
2515.1	Masonry Unit Pavers, Granite	SY	200			
2515.2	Masonry Unit Pavers, Brick	SY	1,500			
2603.1	Fire Hydrant Assembly	EA	1			

Company Name _____

SECTION 00310 - BID SCHEDULE

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUN
				DOLLARS	CENTS	DOLLARS
2605.1	1-Inch Water Services	Lump Sum	All Req'd	Lump	Sum	
2702.1	Construction Surveying	Lump Sum	All Req'd	Lump	Sum	
2710.1	Lawn Seed Mix	SY	884			
2710.2	Low Marsh Seed Mix	SY	2,600			
2710.3	Lower Low Marsh Seed Mix	SY	400			
2710.4	High Marsh Seed Mix	SY	2,421			
2710.5	Riparian Seed Mix	SF	500			
2711.1	Topsoil	CY	2,164			
2711.2	Planting Soil	CY	400			
2711.3	Bark Mulch	CY	218			
2711.4	Planting, Coniferous Tree 5'-6' container	EA	77			
2711.5	Planting, Coniferous Tree 1 gal. Container	EA	37			
2711.6	Planting, Deciduous Tree 3" Caliper	EA	7			
2711.7	Planting, Deciduous Tree 1.5" Caliper	EA	9			
2711.8	Planting, Deciduous Tree 4'-5' Container	EA	15			
2711.9	Planting, Deciduous Tree 5 gal. Container	EA	47			
2711.10	Planting, Plant 2 gal. Container	EA	291			
2711.11	Planting, Plant 1 gal. Container	EA	2,646			
2711.12	Planting, Plant 4" pot. Container	EA	6,517			
2711.13	Planting, Plant 10" Plug.	EA	11,635			
2711.14	Planting, Bulbs	EA	320			
2711.15	Planting, Livestakes	EA	1,192			
2711.16	Habitat Snag	EA	25			
2711.17	Habitat Log	EA	13			
2711.18	Habitat Log/Rootwad	EA	20			
2711.19	Anchored Habitat Log	EA	70			
2711.20	Anchored Habitat Root Wad	EA	2			
2711.21	Transplant native herbaceous species	EA	25			
2711.22	Transplant Alkali grass	SF	5,400			
2711.23	Landscape Boulders	Ton	20			
2711.24	Tree Grate	EA	3			
2711.25	Jute Mesh	SY	800			
2714.1	Stabilization Fabric	SY	2,000			
2714.2	Geogrid	SY	1,000			
2716.1	Storm Culvert Removal	Lump Sum	All Req'd	Lump	Sum	
2717.1	Storm Structure Removal	Lump Sum	All Req'd	Lump	Sum	
2718.1	Project Sign Assembly	Lump Sum	All Req'd	Lump	Sum	

Company Name _____

SECTION 00310 - BID SCHEDULE

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUN
				DOLLARS	CENTS	DOLLARS
2720.1	Painted Traffic Markings	Lump Sum	All Req'd	Lump	Sum	
2801.1	A.C. Pavement, Type II-A, Class B	Ton	320			
2806.1	Remove Existing Asphalt Surfacing	SY	515			
2870.1	Site Furnishings, Bench Type A	EA	16			
2870.2	Site Furnishings, Bench Type B	EA	16			
2870.3	Site Furnishings, Bench Type C	EA	10			
2870.4	Site Furnishings, Picnic Table Type A	EA	1			
2870.5	Site Furnishings, Picnic Table Type B	EA	1			
2870.7	Site Furnishings, Table Type A	EA	14			
2870.8	Site Furnishings, Chair Type A	EA	28			
2870.9	Site Furnishings, Trash Receptacle Type A	EA	11			
2870.10	Site Furnishings, Bike Rack Type A	EA	2			
2870.12	Site Furnishings, Removable Bollard	EA	2			
2870.13	Site Furnishings, Bollard	EA	0			
2870.15	Site Furnishings, Drinking Fountain	EA	1			
3300.1	Concrete Foundation for the Whale Sculpture	Lump Sum	All Req'd	Lump	Sum	
3300.2	Concrete Pool and Drain Channels for the Whale Sculpture	Lump Sum	All Req'd	Lump	Sum	
3300.3	Cast in Place Concrete, Seatwalls	Lump Sum	All Req'd	Lump	Sum	
3300.4	Cast in Place Concrete, Concrete Paving Header	Lump Sum	All Req'd	Lump	Sum	
3303.1	Concrete Sidewalk 4-Inches Thick	SY	340			
3303.2	Detectable Tile	SF	32			
3303.3	Curb and Gutter, Type I	LF	610			
5120.1	Structural Steel Framing, Elevated Deck	Lump Sum	All Req'd	Lump	Sum	
5500.1	Guardrail Type 1	LF	2,164			
5500.2	Guardrail Type 2	LF	524			
5500.3	Guardrail Type 3	LF	115			
5500.4	Guardrail Type 4	LF	75			
5500.5	Restroom Screen Wall	Lump Sum	All Req'd	Lump	Sum	
5500.7	Bus Shelter	Lump Sum	All Req'd	Lump	Sum	
6201.1	Boat Deck Furnishings	Lump Sum	All Req'd	Lump	Sum	
6201.2	Barrier Fence - Pine Rail	Lump Sum	All Req'd	Lump	Sum	
13312.1	Tensioned Fabric Structure at Boat Deck	Lump Sum	All Req'd	Lump	Sum	
15000.1	Water Feature Piping for the Whale Sculpture	Lump Sum	All Req'd	Lump	Sum	
16000.1	Electrical Service, Distribution and Lighting	Lump Sum	All Req'd	Lump	Sum	
			TOTAL BASE BID			

Company Name _____

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUN
				DOLLARS	CENTS	DOLLARS
ADDITIVE ALTERNATE NO. 1						
Part A: Seawalk						
2202.3-1A	Select Borrow	Ton	100			
2204.1-1A	2-Inch Minus Shot Rock	Ton	150			
2204.2-1A	Base Course, Grading D-1	SY	550			
2398.3-1	Pier Timberwork, At-Grade Deck	SF	325			
2515.1-1	Masonry Unit Pavers, Granite	SY	28			
2515.2-1	Masonry Unit Pavers, Brick	SY	395			
2711.1-1A	Topsoil	CY	36			
2711.2-1A	Planting Soil	CY	25			
2711.3-1A	Bark Mulch	CY	16			
2711.7-1A	Planting, Deciduous Tree 1.5" Caliper	EA	3			
2711.1-1A	Planting, Plant 2 gal. Container	EA	99			
2711.11-1A	Planting, Plant 1 gal. Container	EA	147			
2711.12-1A	Planting, Plant 4" pot. Container	EA	62			
2711.14-1A	Planting, Bulbs	EA	20			
2711.17	Habitat Log	EA	1			
2711.16	Habitat Snag	EA	3			
2711.23	Landscape Boulders	Ton	2			
2801.1-1	A.C. Pavement, Type II-A, Class B	Ton	45			
2870.1-1	Site Furnishings, Bench Type A	EA	3			
2870.5-1	Site Furnishings, Picnic Table Type B	EA	2			
2870.6-1	Site Furnishings, Picnic Table Type C	EA	2			
2870.7-1A	Site Furnishings, Table Type A	EA	6			
2870.8-1A	Site Furnishings, Chair Type A	EA	12			
2870.9-1A	Site Furnishings, Trash Receptacle Type A	EA	4			
2870.11-1	Site Furnishings, Bike Rack Type B	EA	1			
2870.14-1	Site Furnishings, Park and Camp Grill	EA	1			
2870.16-1	Site Furnishings, Whale Tail Bench	EA	3			
2870.16-1	Electrical Service, Distribution and Lighting	Lump Sum	All Req'd	Lump	Sum	
3300.3-1	Cast in Place Concrete, Seatwalls	Lump Sum	All Req'd	Lump	Sum	
3300.4-1	Cast in Place Concrete, Concrete Paving He	Lump Sum	All Req'd	Lump	Sum	
5500.1-1	Guardrail Type 1	LF	176			
5500.6-1	Picnic Shelter	Lump Sum	All Req'd	Lump	Sum	
16000.1-1	Electrical Service, Distribution and Lighting	Lump Sum	All Req'd	Lump	Sum	

Company Name _____

SECTION 00310 - BID SCHEDULE

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUN
				DOLLARS	CENTS	DOLLARS
Part B: Park						
2202.3-1B	Select Borrow	Ton	100			
2204.1-1B	2-Inch Minus Shot Rock	Ton	150			
2204.2-1B	Base Course, Grading D-1	SY	550			
2605.1-1	1-Inch Water Services	Lump Sum	All Req'd	Lump	Sum	
2710.1-1	Lawn Seed Mix	SY	1,416			
2711.2-1B	Planting Soil	CY	185			
2711.3-1B	Bark Mulch	CY	6			
2711.7-1B	Planting, Deciduous Tree 1.5" Caliper	EA	3			
2711.8-1B	Planting, Deciduous Tree 4'-5' Container	EA	1			
2711.1-1B	Planting, Plant 2 gal. Container	EA	43			
2711.11-1B	Planting, Plant 1 gal. Container	EA	26			
2860.1-1	Undersea Garden	Lump Sum	All Req'd	Lump	Sum	
2860.2-1	Undersea Garden, Salvaged Boat Installatio	EA	1			
2860.3-1	Undersea Garden, Skiff Installation	EA	1			
2870.12-1	Site Furnishings, Removable Bollard	EA	2			
2870.13-1	Site Furnishings, Bollard	EA	4			
				TOTAL BID PRICE - ADD ALT NO 1		

Company Name _____

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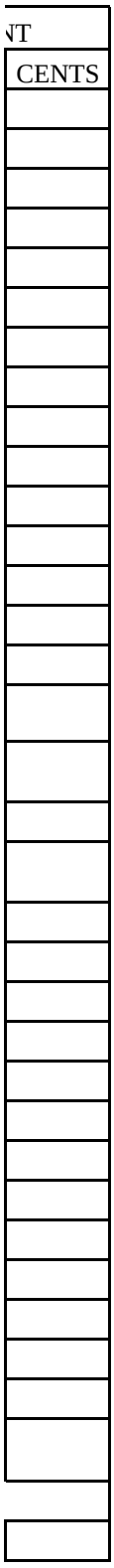
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SECTION 02370 – SHORE RESTORATION

PART 1 - GENERAL

1.1. DESCRIPTION

A. This section covers shore restoration work constructed on top of Shot Rock embankment and existing shoreline. The work includes furnishing labor, equipment and materials necessary to place shore restoration elements. Materials for shore restoration shall be supplied to the site and installed per the Drawings and as specified. Shore restoration materials are placed above a Shore Base Layer constructed of Shot Rock.

B. All arrangements must be made prior to start of construction for rights-of-way, for adequate investigation and exploration, utility locations, and for selection, development, and operations to supply materials for this contract of the weights, sizes, shape, and quality specified herein. Inspection for acceptance of individual materials will be at the construction site.

1.2. RELATED DOCUMENTS

A. The provisions and intent of the Contract, including the General Conditions, Supplementary General Conditions, General Requirements and other Special Provisions apply to this work as if specified in this section.

1.3. APPLICABLE PUBLICATIONS

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

1. American Society for Testing and Materials (ASTM)

   a. C88—Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
   b. C127—Specific Gravity and Absorption of Coarse Aggregates
   c. C131—Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
   d. C136—Sieve Analysis of Fine and Coarse Aggregates
   e. C144—Aggregate for Masonry Mortar
   f. D422—Particle-Size Analysis of Soils
   g. C535—Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
   h. D2488–09a—Standard Practice for Identification of Soils (Visual-Manual Method)
   i. D2938—Unconfined Compressive Strength of Intact Rock Core Specimens.
   j. D4992—Evaluation of Rock to be used for Erosion Control

2. Alaska Department of Transportation and Public Facilities (DOTPF)

   a. DOTPF—Standard Specifications for Highway Construction, 2015 Edition

3. U.S. Army Corps of Engineers Handbook for Concrete and Cement (CRD-C)

   a. CRD-C 148-69—Method of Testing Stone for Expansive Breakdown on Soaking in Ethylene Glycol
   b. CRD-C 144-92—Resistance of Rock to Freezing and Thawing

1.4. DEFINITIONS

A. Cobbles: Naturally rounded stone material. Construction requires grading.

B. Boulders: Rounded, subrounded, or subangular large stone material with gradation specified herein. Construction requires special placement and grading. Boulders may originate from natural or quarried sources, but at least 2,000 tons shall be of natural origin having rounded or subrounded angularity.

C. Gravel: Naturally rounded stone material. Construction requires grading.

D. Particle Angularity: Angularity of particle can be described as angular, subangular, subrounded, or rounded in accordance with standard criteria (ASTM D2488).

E. Subangular: Particles have relatively plane sides with rounded edges.

F. Subrounded: Particles have nearly plane sides but have well-rounded corners and edges.

G. Rounded: Particles have smoothly curved sides and no edges.

1.5. SUBMITTALS

A. The following items shall be submitted to the Engineer for review in accordance with Section 00700 – General Conditions:

1. All pertinent source and existing test records (for example, material quality testing results, gradation, and shape) from the material source shall be submitted to the Engineer for review. Documentation shall include the following:

    a. Name and location of material source, and name and telephone number of supplier.
    b. Existing laboratory test results for test procedures listed in Part 2 of this Technical Specification.
    c. Such test records will be evaluated to help determine if materials from that source can meet quality standards as hereinafter specified.

2. Weigh Scale Certification. Prior to the use of any scale under this contract, the Contractor shall submit details on the location and construction of the scale and a copy of the certification of the scale's accuracy from the local weights and measures regulating agency.
3. Barge Displacement Certification. Each barge displacement table submitted shall have its accuracy certified by a person or firm, other than the Contractor, customarily performing this service and who has been approved by the Engineer. Each table submitted shall show the name and/or number of the barge, barge dimensions, barge Engineer, name of the fabricator, certification, and date of certification of the person or firm preparing the table.
4. Weekly Activities Report: The Contractor shall provide a daily record of construction activities and shall include the following:

    a. Report shall document the percent of project completion, limits of shore material placement, and adverse weather conditions or other problems that cause problems for each day in which there are scheduled onsite work activities.
    b. The report shall be submitted to the Engineer at the end of each week.

5. Shipment Log Sheets. On the work day following shipment of shore material listed under unit pricing, the Contractor shall submit a copy of the log of all

shipments from the material source(s). The log sheets shall include information regarding placement or stockpiling of the shipments, and what shipments were sampled. The Daily Log sheet and its format shall be approved by the Engineer prior to the shipment of any stone, cobble, gravel, or sand materials.

6. Weigh Bills. For materials accounted under unit pricing certified weigh bills shall be provided to the Engineer at the time the weighed material is delivered. Certified weigh bills for each load of shore materials delivered to the project site under unit pricing shall include certification of weight, the time of weighing, time of delivery, and serial number and description of delivery truck or barge.
7. Material Testing Results during Construction
8. Shore Construction Plan. Shore construction plan is part of the Site Work Plan that includes the means of transporting and stockpiling materials, proposed construction methods, sequences of work and coordination items.
9. Progress Survey Data

1.6. JOB CONDITIONS

A. Character of subgrade material at Project Site: Information on existing physical conditions at the project site is available as specified in Paragraph 4.2 of the General Conditions and Paragraph SGC 4.2 of the Supplemental General Conditions. See Geotechnical Report for additional information.

B. Construction surveys during construction are the responsibility of the Contractor.

C. Job conditions are anticipated to be challenging with work in intertidal zones with potentially soft substrates, changing water levels, and exposure to waves.

PART 2 – PRODUCTS

2.1. MATERIAL SOURCES

A. The Contractor is responsible for obtaining a source for all of the materials that are not available from usable excavated material in accordance with these Specifications. The name and location of the material source the Contractor proposes for supplier of the products shall be submitted to the Engineer within fourteen (14) days after Contractor receives the Notice to Proceed.

B. The Engineer will evaluate these sources as potential suppliers and determine if they are qualified for consideration under these Specifications. Evaluation will be conducted based on a review of existing test results and a physical inspection of source material at the proposed source location. If the primary source is determined to be unqualified, subsequent sources shall also be evaluated at the Contractor's expense.

C. The Contractor shall select materials from an existing commercial source for which all operating permits have been obtained prior to bid opening. The Contractor shall confirm availability of an adequate and acceptable material source based on quantity, quality, production rate, and particle shape and gradation standpoints prior to submitting their bid. The Engineer has determined that acceptable sources are available for at least a portion of the Boulder, Gravel and Cobbles in the Juneau area. Two such sources include: Montana Creek Pit operated by Alaska Juneau Contractors and Lemon Creek dredge material screened by Aggpro. Subangular Boulders can be obtained from other quarry sites that comply with these specifications.

D. Acceptance of any source by the Engineer, including those sources named in this specification, does not relieve the CONTRACTOR of meeting the specifications for the materials proposed to be supplied from that source.

2.2. MATERIAL SOURCE QUALITY TESTING AND ACCEPTANCE

A. General

1. The acceptability of materials for shore restoration to be provided by the Contractor will be determined by laboratory tests and material certification results provided by the Contractor and by Engineer field review of proposed source. All costs of tests shall be borne by the Contractor and shall be incidental to placing materials. The Contractor shall submit existing laboratory test documentation to the Engineer immediately afterward and within fourteen (14) days following Contractor's receipt of Notice to Proceed.
2. The Contractor shall submit test results (physical tests), as listed in Paragraph 2.5, from a laboratory that has been validated by the Engineer, in accordance with the tests specified herein and which are representative of the materials to be used on the project. Existing testing records submitted to the Engineer shall not be older than 36 months prior to the date of Notice to Proceed.
3. When satisfactory test records are not available, the proposed materials shall be subjected to all such tests as are necessary to determine that the materials are durable and suitable for use in the work. These new tests shall be conducted in accordance with requirements outlined in Paragraph 2. 5.
4. Should the Contractor's documentation not include previous satisfactory laboratory test results, material certification documentation, or fail to satisfy the Engineer, samples of all types of materials not having satisfactory documentation that are proposed for use in construction shall be selected in the presence of the Engineer and delivered to the testing lab for testing. These samples shall be delivered to the testing lab within seven (7) days after receipt of notification of insufficient or unsatisfactory lab tests.
5. In the event any material in the sample fails to pass the required tests, subsequent tests for that material type shall also be conducted at the Contractor's expense. Samples shall be delivered to the testing lab within seven (7) days after receipt of notification of insufficient or unsatisfactory lab tests. No contract extension will be granted for specified submittal and testing time or because materials fail to meet the specification requirements.
6. Materials failing to meet the specified requirements or as determined by the Engineer to be in non-conformance during onsite inspections shall be removed from the project site at the Contractor's expense.
7. No materials shall be placed until those materials have been reviewed for use in construction by the Engineer at the delivery or approved stockpile site.
8. Testing of physical properties will be required throughout the duration of the contract in which the Contractor supplies shore materials as outlined in Paragraph 2.4.

2.3. MATERIAL QUALITY

A. All Gravel, Cobbles, and Boulders used for any Product described hereinafter shall be clean materials that are dense, hard, sound, close grained, durable, naturally occurring rock products, shall not slake or deteriorate on exposure to the action of water or atmosphere, and shall be free from overburden material and have no man-made or environmental contaminants. Materials shall be processed to remove clay, loam, alkali, organic matter, or other deleterious matter prior to delivery to the project site

2.4. PROJECT SITE SAMPLING FOR CONTRACTOR SUPPLIED MATERIALS

A. The Contractor shall be responsible for the collection and testing of Boulder, Gravel and Cobble samples taken at the material delivery site (barge loading site, prior to loading, if delivered by barge; project site if delivered by truck) during construction.

B. Samples shall not be taken from the exposed, exterior of the material pile. Samples shall be taken from a location below the surface of the material pile.

C. Gradation test samples for Boulders, Gravel and Cobbles shall be taken only for initial material acceptance.

D. The Contractor shall notify the Engineer at least 24 hours prior to collection of all samples taken for testing.

2.5. TESTING OF CONTRACTOR SUPPLIED BOULDER, COBBLE AND GRAVEL MATERIALS

A. The amount of deleterious substances in the material shall not exceed the following values: Particles of specific gravity less than 1.95 shall not exceed 1.0 percent by weight. Acceptance shall be based on visual inspection by the Engineer. If rejected by the Engineer, the Contractor may submit test data verifying compliance with this specification.

B. All materials specified in this section shall have the following testing work completed.

1. Gradation Testing

a. Testing Requirements: The material supplier shall provide certification or laboratory test results for the proposed material in accordance with test methods AASHTO T111 and WAQTC FOP for TM1. If laboratory test results are not available for the proposed material, gradation shall be determined according to measurement procedure described below.

b. The Contractor shall select, in the presence of the Engineer, a representative quantity of material at least 200 pounds in weight. The measurement procedure consists of dumping the selected quantity on a flat surface and sorting and measuring the individual particles contained in the load. Sorting of particles into separate piles shall be according to length category of the particle's intermediate axis. The weight of each sorted pile of cobble material will be reported in the form of cumulative weight of the material smaller than size categories listed for the respective materials in Article 2.7.

C. In the event that the Engineer rejects any Boulder material based on lack of previous test data or physical inspection, the following quality testing may be required as directed by the Engineer:

1. Physical Testing

a. Costs of tests shall be borne by the Contractor and shall be incidental to placing materials. All tests shall be conducted by an independent laboratory acceptable to the Engineer. The Contractor shall notify the Engineer of the results of laboratory tests. Satisfactory Contractor documentation of laboratory test results on stone sample will not constitute approval of all rock in the quarry and will not in any way change the Contractor's responsibility for obtaining, developing, and

maintaining a satisfactory source of stones. Throughout the duration of this contract, the Engineer may sample and test stones delivered to the construction site and proposed for use in the construction. Samples of stone shall consist of 5 to 10 pieces with a total weight of not less than 200 pounds with an average weight of 10 pounds per piece for each rock type proposed for use as revetment stone. No single piece shall weigh more than 100 pounds. The presence of the Engineer during selection of samples of stones will not relieve the Contractor of the responsibility to secure representative samples from the quarry for testing.

b. The test results reported by the laboratory will be considered as exact results for unit weight, absorption, abrasion, accelerated expansion, or other necessary supplemental tests, regardless of any permissible variance that may be established by test procedures in determining the acceptability of stone furnished under this contract. Test procedures to be utilized and required values are as follows:

Test	Required Value	Test Method
Specific Gravity	>2.65	ASTM C127
Water Absorption	<2.7%	ASTM C127
Sodium Sulfate Soundness	<10% loss (after 5 cycles)	ASTM C88
L.A. Abrasion	<20% loss (after 500 revolutions)	ASTM C535
Unconfined Compressive Strength	>12,000 psi	ASTM D2938

2.6. INSPECTION

A. Material Source. The borrow source shall be inspected by the Contractor in order to assure that the materials to be delivered to the site will meet the appropriate specifications.

B. Project Site. Truckloads or barges of imported material shall be visually inspected by the Contractor upon delivery to the site. Materials shall be inspected for presence of foreign, recycled or reprocessed material. The Engineer may at any and all times perform an independent inspection. Material may be rejected if identified as substandard or test results show it to be substandard. Materials may be segregated for testing based on appearance.

2.7. MATERIAL GRADATION

A. General

1. Contractor proposed material, meeting the specified gradations, may be derived from blending multiple products meeting the specified quality requirements. A written description of the proposed material shall be submitted at least fourteen (14) days prior to the start of construction for approval by the Engineer. The written description shall include name, location, and telephone number of proposed source of materials and the gradation of all source components and description of proposed material manufacturing process.
2. If a blended material is proposed, the source components shall be mixed at the source location. A sample of blended material shall be manufactured and

approved by the Engineer at the source location at least seven (7) days prior to the start of construction.

3. Gradation tests shall be accomplished at the source. Tests by weight shall be made by the Contractor in the presence of the Engineer. The Contractor shall notify the Engineer not less than three (3) days in advance of each test for gradation.

B. 36" Inch Minus Boulder Gradation

1. Boulders shall be clean, rounded to subangular stone material (river run or processed glacial outwash deposits, quarried material if accepted by Engineer) free from objectionable materials. Each stone shall not have a longest dimension greater than three times its shortest dimension. Boulders shall have such characteristics that it will meet the following requirements for gradation for the in-place condition:

36 Inch Minus Rounded Boulders:

Stone Weight (lbs.)	Percent Smaller by Weight
3,000	100
1,700	85
850	50
350	15
125	5

2. The Contractor shall consider breakage during material handling, delivery and installation in order to provide the specified in-place stone gradations.

3. Gradation shall be tested by weighing not less than 30 representative stones. A minimum of one gradation test shall be performed for 3,000 tons of stone and for each product type.

C. Cobble and Gravel Gradation

1. The Gravel and Cobble shall conform to the following size gradation for the in-place condition of the constructed shore:

a. 3-Inch Minus Rounded Gravel

Shall be clean, naturally occurring, rounded to subrounded stone material (river run or processed glacial outwash deposits) free from objectionable materials. Rounded Gravel shall have such characteristics of size and shape that it will meet the following requirements for gradation:

Sieve Size	Percent Passing
3 inch	100
1 ½ inch	80-100
1 ¼ inch	5-80
¾ inch	0-5
All percentages are by weight.	

b. 10-inch Minus Cobble

Shall be clean, naturally occurring, rounded to subrounded stone material (river run or processed glacial outwash deposits) free from objectionable materials. Cobbles shall have such characteristics of size and shape that it will meet the following requirements for gradation:

Sieve Size	Percent Passing
10 inch	100
6 inch	50-90
5 inch	15-50
3 inch	15 (max)
All percentages are by weight.	

c. Cobbles and gravel shall be rounded stone material with at least 95 percent of the individual particles having shape proportions such that the length of the longest axis is less than 3 times the length of the shortest axis. Cobbles shall have naturally rounded edges. No more than 5 percent of the cobbles shall be fractured or with angular edges.

2.8. COBBLE, GRAVEL, SOIL MIX

A. Shall be a well-blended mix of 10” inch minus cobbles, 3” inch minus rounded gravel, and planting soil. 10” minus cobble and 3” minus rounded gravel shall be as specified above. Planting Soil shall be as specified in section 02711 Landscape Planting.

Material	**Percentage by Volume**
10” Minus Cobble	40
3” Minus Rounded Gravel	40
Planting Soil	20

2.9. GRAVEL SOIL MIX

A. Shall be a blended mix of 3” minus rounded gravel, and planting soil. 3” minus rounded gravel shall be as specified above. Planting soil shall be as specified in section 02711 Landscape Planting.

Material	**Percentage by Volume**
3” Minus Rounded Gravel	40
Planting Soil	60

2.10. SHELL HASH FILL

A. Shall be locally sourced clam and mussel shells clean dry and crushed. Crushed size shall be 1” minus.

B. Acceptable shells shall be razor clams, mussels and the like.

C. Source for shell hash shall be from a local seafood vendor or restaurant. Provide submittal for Engineer approval.

2.11. COMPACTED CLAY

A. Provide and install blue clay as part of the tide pool installation as shown on the drawings

PART 3 – EXECUTION

3.1. SITE PREPARATION

A. The area to receive the materials will be inspected by the Engineer, and no material shall be placed thereon until that area has been approved.

3.2. WORK LAYOUT

A. Project layout shall be in accordance with the applicable requirements of Section 02702 and the Standard Specifications.

B. An accurate method of horizontal and vertical control shall be established by the Contractor before shore construction begins. The Contractor shall lay out the work using the control points provided on the Drawings.

3.3. SURVEYS

A. The Contractor is responsible for all construction surveying as specified in Section 02702 of the Standard Specifications, as amended and supplemented in the contract documents. Survey Conference will be part of the Pre-Construction Conference specified in Section 01000 General Requirements. At the Pre-Construction Conference, the Contractor’s chief surveyor shall meet with the Engineer to discuss survey procedures, methods, and equipment to be used for the Contractor’s surveys. Additional horizontal or vertical control references, not shown on the drawings and required by the surveyor, will be arranged for providing to the Contractor at this time.

3.4. GENERAL MATERIAL PLACEMENT

A. Material shall be transported and placed from barges or trucks as shown on the Drawings.

B. Placing of materials shall be suspended when adverse wave, weather, and water level conditions will not allow proper placement. The contractor will not be paid for any material placed and lost due to adverse weather.

C. The Contractor shall take care to not damage existing structures or features which are to remain after Shore Restoration is complete. The Contractor shall repair damage that is caused by the Contractor to structures or features which are intended to remain after completing Shore Restoration at the Contractors own expense. The Contractor shall conduct a condition survey of existing structures, which includes photographic records of existing structures, prior to start of construction.

D. Material shall not be placed outside the respective material placement limits. The Contractor will not be paid for any material placed outside the placement limits as indicated on the Contract Drawings. Material placed outside the lines and grades on the Contract Drawings shall be removed at the direction of the Engineer.

E. The Contractor shall consider this general description of work when developing the construction schedule and sequence of work.

F. Compaction of cobble and gravel Shore Restoration material is not required. Compact Cobble Gravel Soil Mix and Gravel Soil Mix by making a minimum of 2 passes with a tracked excavator or grader. Compaction of 36" Minus Boulders requires special placement procedures, as described in this Section.

G. Materials shall be installed to specified grades and elevations at locations shown on the Drawings.

3.5. SPECIAL PLACEMENT

A. All materials shall be placed in a manner that minimizes disturbance to the shot rock Base Layer and to the native bottom surface. Take special care not to disturb Alkali Grass and other vegetation to save and protect in accordance with the Contract Drawings.

B. Stone shall be delivered to the project site for installation by methods that will minimize multiple re-handling of the materials to minimize breakage. Acceptance of stone gradations will be provided by the Engineer based on in-place materials. If excessive breakage occurs so that in-place required gradations are not being provided, the installed material may be rejected by the Engineer which require the Contractor to remove and replace the installed materials.

C. The 36" Minus Boulders shall be placed in Regions #1 and #5 of the Habitat Island and in existing shoreline restoration areas as shown on the Drawings. Subangular shaped boulders may be used in Region #5 and other locations as directed by the Engineer. A minimum of 2,000 tons of rounded to subrounded boulders shall be placed in Region #1 on the habitat island and in locations along the shoreline enhancement area as directed by the Engineer.

1. Boulders shall be mechanically placed and embedded in the native bottom surface and embedded and interlocked into the shot rock base in such manner that will produce a well-keyed mass of stone with maximum level of stone interlocking.
2. Placement of stone shall start at the toe of the structure and progress up the slope, diagonally across the face of the structure. Placing of stone by methods that will likely cause segregation of various sizes will not be permitted. Stone shall be firmly set and well supported by underlying and adjacent stones to resist displacement and provide a uniform and compact section.
3. All stone shall be placed by clamshell bucket, stone grab, excavator bucket with thumb, or by some other method that will not drop or cast the stone, but shall release the stone in such a manner that they shall be properly interlocked with the

underlying or adjacent stones to resist displacement. Rearranging of individual stones may be required to the extent necessary to secure the results specified. Any area in the completed maintenance construction which contains objectionable segregation of stone sizes shall be excavated, removed from the site of the work, and replaced with specified material.

4. Mechanically compact finished areas of placed stone using an excavator bucket or similar technique approved by the Engineer. Stone shall not be placed when the placement area is inundated by water. No other overlying or interstitial material such as gravel, cobble, or soil shall be placed on or within the stone until stone placement is complete and approved by the Engineer. Equipment shall not track across the finished boulder surface.

D. The installation of material shall be constructed to form a uniform layer having a final thickness (as specified on the Drawings). The finished top profile shall be within the tolerances specified herein. Final acceptance of finished shore surface will be determined from post-construction and progress surveys.

E. The Contractor shall utilize placement methods that will minimize the potential for re-suspending bottom sediment and excessive mixing of the Shore restoration material with the bottom surface sediment.

F. Equipment may be used for final shore grading but shall not operate where the constructed surface is inundated by water.

G. See environmental permits in Section 00852 for other requirements.

3.6. TOLERANCES

A. Vertical

1. A tolerance of plus 0.3 foot or minus 0.3 foot from the surface plane of the surface shown in the Drawings will be allowed for placement of material. Either extreme of such tolerance shall not be continuous over an area greater than 200 square feet.
2. A tolerance of plus 0.5 foot or minus 0.5 foot from the surface plane of the island or shore surface shown in the Drawings will be allowed for placement of 36” Inch Minus Rounded Boulders. Either extreme of such tolerance shall not be continuous over an area greater than 200 square feet.

B. Horizontal

1. The horizontal location tolerance of the material placement, as measured along the crest of constructed shore will be 3 feet laterally in a 300 foot long section of shore as specified on the Drawings.
2. The horizontal location tolerance of the Island, as measured along the contours will be 3 feet laterally in a 50 foot long section of Island as specified on the Drawings

3.7. INSPECTION

A. Slope lines, grades, and placement of material will be inspected by the Engineer and placed material may be tested for size gradation by the Engineer. The Engineer will perform inspection of the material prior to material placement. However, this inspection does not relieve the Contractor from responsibility of performing the in-place inspection. The Engineer will also review the results of the quality control surveys. The Engineer

may conduct independent check surveys which the Contractor shall provide access and time to complete prior to placement of subsequent material types.

3.8. MISPLACED MATERIAL

A. Should the Contractor, during the execution of the work, lose, dump, throw overboard, sink or misplace any material, dredge, barge, machinery, or appliance, the Contractor shall be solely responsible for its recovery. The Contractor shall give immediate verbal notice, followed by written confirmation, of the description and location of such obstructions to the Engineer and shall mark and buoy such obstructions until they are removed.

B. In the event that material is placed outside the limits shown on the Contract Drawings, the Contractor shall be responsible for retrieval of the material or procurement of alternate material (of equal volume). The Contractor shall be responsible for costs associated with damage caused by material placement outside of the limits shown on the Contract Drawings, as well as costs associated with the procurement of alternate material as necessary. Alternate material proposed by the Contractor shall be approved by the Engineer prior to placement in the Project.

C. Should the Contractor refuse, neglect, or delay compliance with this requirement, such obstructions may be removed by the Engineer or its agents, and the cost of such operations may be deducted from any money due the Contractor, or may be recovered from his bond. The liability of the Contractor for the removal of a vessel wrecked or sunk without his fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of 3 March 1899 (33 U.S.C. 410 et seq.).

3.9. FINAL EXAMINATION

A. Upon completion of the work, the Engineer will perform a post-construction survey of the areas designated for filling according to this Technical Specification to determine acceptance of the Work. The Contractor shall not demobilize any construction equipment from the site until approval has been given by the Engineer.

END OF SECTION

CUSTOM FOUNTAIN PROPOSAL

8/3/2015

WESCO fountains INCORPORATED
THE ART OF WATER
3440 Technology Dr. • N. Venice, FL 34275 • (941) 484-8224 • Fax: 484-9302 www.wescofountains.com

PREPARED FOR

The Whale Project
155 South Seward St
Juneau, AK 99801

Attn: Rorie Watt
Project: **WHALE PROJECT**
JUNEAU, AK

Date: 3/11/2015
Quotation Number: **JHP19505**
Sales Representative: JOHN PHILLIPS

Telephone: 907-586-0877
Fax: 336-574-1916

Re: Fountain Description: Voltage/Phase: 208/3

This quotation is for the fountain's pour items and components that are to be installed in the whale itself. See proposal JHP19310R1 for remaining equipment items to complete the job.

Equipment supply quotation for The Whale Fountain shown in WESCO Fountains drawings dated 2/14/2014. All equipment carried in this quotation matches the equipment list shown on WF-H7.

WESCO Fountains is pleased to offer the following proposal:

ITEM#	PART#	QTY	
1	WNB-800/SS/C	1	**Item 23 of WF-H7.** WESCO Fountains WNB-800/SS/C Penetration Coupling. Manufactured from schedule stainless steel and supplied with waterstop flange, discharge flange fitting, and bonding lug. 8" pipe connection.
2	WNA-300/C	1	**Item 24 of WF-H7.** WESCO Fountains WNA-300/C Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange, discharge flange fitting, and bonding lug. 3" NPT connection.
3	W- FOG BRACKETS	12	**Item 25 of WF-H7.** WESCO Fountains custom fog system mounting brackets fabricated from type 316 stainless steel.
4	WFA-180/C	8	**Item 26 of WF-H7.** WESCO Fountains WFA-180/C Main Drain Sump. 18" square with molded parts for pipe connection. (1) 6", & (2) 2" schedule 80 PVC pipe with external flange connections. Manufactured from fiberglass with gel coat finish on interior surfaces. Supplied with waterstop flange & includes vent.
5	WFB-180/R	8	**Item 27 of WF-H7.** WESCO Fountains WFB-180/R Riser Style Sump Grate. 18" square. Made from 3/4" stainless steel angle with 3/16" perforated stainless steel screen. Designed to sit inside molded flange in sump.

6	WFA-240/C	4	**Item 28 of WF-H7.** WESCO Fountains WFA-240 Main Drain Sump. 24" square with molded parts for pipe connection. (1) 8", & (1) 2" schedule 80 PVC pipe with external flange connections. Manufactured from fiberglass with gel coat finish on interior surfaces. Supplied with waterstop flange.
7	WFA-240/EC	1	**Item 29 of WF-H7.** WESCO Fountains WFA-240/EC Sump Pump Sump. 24" square by 24" deep with molded parts for schedule 80 PVC pipe with external flange connections. Manufactured from fiberglass with gel coat finish on interior surfaces. Supplied with waterstop flange.
8	WFB-240	5	**Item 30 of WF-H7.** WESCO Fountains WFB-240 Sump Grate. 24" square. Made from 3/4" stainless steel angle with 3/16" perforated stainless steel screen. Designed to sit inside molded flange in sump.
9	WEE-152/C	6	**Item 31 of WF-H7.** WESCO Fountains WEE-152/C Front Access Only Skimmer. Manufactured from high impact cycolac plastic and supplied with floating weir, removable debris basket, and bronze face plate. 1 1/2" flange connection. For 10" Wall application.
10	WEG-150	8	**Item 32 of WF-H7.** WESCO Fountains WEG-150 Vacuum Fitting. Brass construction with removable closure plug. 1-1/2" pipe size.
11	WEC-300	2	**Item 33 of WF-H7.** WESCO Fountains WEC-300 Overflow Standpipe. Brass and copper construction. Supplied complete with base with waterstop flange, removable standpipe and vented dome. 3" FPT connection. 24" long.
12	WNA-200	8	**Item 36 of WF-H7.** WESCO Fountains WNA-200 Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 2" NPT connection.
13	WNA-050	58	**Item 39 of WF-H7.** WESCO Fountains WNA-050 Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 1/2" NPT connection.
14	WED-800/SS/C	4	**Item 41 of WF-H7.** WESCO Fountains WED-800/SS/C Outlet Fitting. Manufactured from stainless steel and supplied with waterstop flange. 8" pipe connection. Complete with adjustable stainless steel diverter plate and 8" flange connection.
15	WEF-155	17	**Item 42 of WF-H7.** WESCO Fountains WEF-155 Slotted Inlet. Brass construction with adjustable eyeball nozzle. 2" M.I.P. X 1-1/2" F.I.P. connections.

16	WDB-201/C	1	**Item 43 of WF-H7.** WESCO Fountains WDB-201/C Recessed Style Level Sensor. Supplied with integral junction. Body is manufactured from high impact ABS, cover is bronze, and unit includes (2) reed relay float switches with maximum 2" adjustment. 12 vac at switches. 3/4" conduit connection. Equipped with P.C. control circuit and refill manifold.
17	WCB-113	5	**Item 45 of WF-H7.** WESCO Fountains WCB-113 Junction Box. Flush mounted underwater j-box. Cast bronze construction with (1) 3/4" conduit connection and supplied complete with (3) cord compression seal fitting for light/pump. U.L. Listed.
18	WCB-112	2	**Item 46 of WF-H7.** WESCO Fountains WCB-112 Junction Box. Flush mounted underwater j-box. Cast bronze construction with (1) 3/4" conduit connection and supplied complete with (2) cord compression seal fitting for light/pump. U.L. Listed.
19	WAP-108/SS/C	1	**Item 48 of WF-H7.** WESCO Fountains WAP-108/SS/C Custom Fabricated Stainless Steel Discharge Manifold. 8" stainless steel pipe, type 304 SS, with 'T' inlet and flange. 108" overall length. Manifold feeds sixteen (16) 1" outlets and six (6) 2" outlets. All outlets will be fitted with stainless steel NPT threaded nipples fully welded to the main manifold body; all outlet nipples to be fitted with stainless steel ball valves. Ball valves are 316 SS body with 304 SS handle.
20	WNA-300/SS/C	2	**Item 49 of WF-H7.** WESCO Fountains WNA-300/SS/C High Pressure Hose Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 3" flange connection; one end includes flange cap with welded stainless steel NPT nipple, to facilitate connection of high-pressure hose through penetration, from dry 3" conduit into underwater basin. Two (2) sizes for Whale Project: - WNA-300/SS/C x 0375 - 3/8" nipple - WNA-300/SS/C x 075 - 3/4" nipple
21	WNA-075	7	**Item 52 of WF-H7.** WESCO Fountains WNA-075 Slab Penetration. Manufactured from stainless steel and supplied with waterstop flange and bonding lug. 3/4" NPT connection.

PRICING SUMMARY

Subtotal	$50,453.11
Sales Tax	
Shipping/Handling	$2,500.89
TOTAL	**$52,954.00**

Comments:

Construction and start up support are highly recommended. These services are available for an incremental fee of $1000 per person per day (including travel days) plus travel expenses.

Shipping and Handling quoted here is an approximate total and will be billed as direct cost.

GOODS AND SERVICES SOLD BY WESCO FOUNTAINS, INC. ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON WESCO FOUNTAINS, INC. UNLESS AGREED TO IN WRITING BY AN OFFICER WESCO FOUNTAINS, INC.. IN THE EVENT THE FOLLOWING TERMS AND CONDITIONS CONFLICT WITH ANY OTHER AGREEMENT AND/OR CONTRACT DOCUMENT, THE FOLLOWING TERMS AND CONDITIONS SHALL CONTROL. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF WESCO FOUNTAINS, INC.'S TERMS AND CONDITIONS.

WESCO Fountains, Inc. requires a fifty (50%) deposit payable upon issuance of Purchase Order from Client, with the balance due upon delivery of the goods. WESCO Fountains, Inc. shall not have any obligation to commence manufacturing of any Purchase Order and further reserves the right to stop manufacturing and processing of any Purchase Order unless or until such deposit is paid. All fountain components must be PAID IN FULL before leaving the United States of America. A letter of Intent will release a work order for AutoCAD drawings to begin, if required. A fifty percent deposit is required before drawings are released.

PRICE: Prices in effect are the date of this quotation and valid for 90 days; otherwise, prices in effect at the time of shipment of goods or performance of services shall prevail. All prices quoted by WESCO Fountains, Inc. are subject to change without notice. Prices do not include any present or future sales, use, excise, value-added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by Buyer. A standard shipping charge is applied to each invoice for goods to cover the material preparation, packaging, freight and/or any additional costs associated with each shipment based on the value and/or weight of the shipment. Additional charges for local delivery may also apply.

DELIVERY: Unless otherwise noted, all sales of goods are made f.o.b. point of shipment and, in all cases, title to such goods shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. EXCEPT AS OTHERWISE PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY STATE AND/OR FEDERAL LAW, WESCO FOUNTAINS, INC. MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE ARE HEREBY EXCLUDED. WESCO Fountains, Inc. components and product lines (excluding light bulbs and lenses) are warranted for ONE (1) year from date of purchase to be free from defects and/or faulty workmanship. The liability is expressly limited to the repair or replacement of such parts by WESCO Fountains, Inc. where, in their opinion, damage is caused by defect and not misuse. Without limiting the generality of the foregoing, the following shall be regarded as causes beyond control; act of God, weather conditions, explosion, flood, fire or accident. This warranty does not include labor charges involved in removing or replacing such equipment or freight to and from the factory. All saltwater, brackish water, chemically unbalanced water or any other corrosive water conditions found to be present will VOID all warranties.

LIMITATION OF LIABILITY: WESCO Fountains, Inc.'s liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof, or connected with any goods or services supplied hereunder, or the operation or use of goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of the cause or fault giving rise to any such claim for loss or damage. WESCO Fountains, Inc. shall not be liable, whether as a result of breach of contract, warranty, tort, or any other grounds for incidental, special, or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of goods or associated products, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of third-parties for such damage.

MATERIAL SUBSTITUTIONS: Unless specifically restricted on a purchase order, WESCO Fountains, Inc. reserves the right to interchange an equivalent available product in place of the product ordered where the interchangeability of the product is based on form, fit, and function. This quotation is very general and the actual material(s) or layout may be subject to change once it is reviewed through the engineering process. We have found it not practical to itemize the many miscellaneous supplies and materials used on each project. To do so would considerably add to our cost and labor charges.

INSURANCE: WESCO Fountains, Inc. will furnish a standard Certificate of Insurance, if required, for the purchase of materials or services. If additional insurance is required an extra fee will be added to the purchase price.

PROMOTION: WESCO Fountains, Inc. reserves the right to photograph, film and/or video our workmanship and products for on-site documentation and for use in promotional materials including, but not limited to, printed collateral, advertisements, multimedia, Internet and CD/DVD-ROM.

CANCELLATION AND RETURNS: Buyer may cancel an order by mutual agreement based upon payment to WESCO Fountains, Inc. of reasonable and proper cancellation charges. Goods shall not be returned by Buyer without WESCO Fountains, Inc.'s prior written authorization and payment by Buyer of a minimum restocking charge of 25%. Authorized returns shall be returned at Buyer's sole expense, freight prepaid. There are NO returns of special order or made-to-order items. No returns shall be accepted following 15 days after delivery. No credit will be issued for shipping charges or other special expenses.

FORCE MAJEURE: WESCO Fountains, Inc. shall not be liable for failure to deliver or for delay in delivery or performance due to: (i) a cause beyond its reasonable control; (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or, (iii) any other commercial impracticability. If such a delay occurs, delivery or performance shall be extended for a period equal to the time lost by reason of delay.

ASSIGNMENT: Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior express written consent of WESCO Fountains, Inc.

WAIVER AND DISPUTE RESOLUTION: The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent nonperformance of any such term or condition by the other party. The interpretation and enforcement of this contract, as well as all transactions related to or arising out of this contract shall be governed by the laws of the State of Florida, United States of America, excluding conflict of law rules. All claims or disputes arising out of this contract or from the performance or breach thereof, or connected with any goods or services supplied hereunder shall be resolved by submission of the same to the American Arbitration Association ("AAA"), to be settled in binding arbitration using the Construction Industry Arbitration Rules, as established and promulgated by the AAA in effect at the time of submission to the AAA. Judgment on the award rendered in arbitration may be confirmed in any court having jurisdiction thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

ATTORNEY'S FEES: In the event WESCO Fountains, Inc. finds it necessary to retain services of any attorney in order to obtain Buyer's performance hereunder, or to recover for damages brought about by Buyer's action, lack of action, or failure to perform hereunder, Buyer will pay to WESCO Fountains a reasonable amount as and for attorney's fees. In the event any action is instituted under the provisions of this contract and WESCO Fountains, Inc. is, or is made, a party to such action, Buyer shall pay to WESCO Fountains a reasonable sum as attorney's fees in the event WESCO Fountains, Inc. is declared to be the prevailing party in such action. In the event of arbitration, the arbitrator(s) shall have the authority to render an award of reasonable attorney's fees, and shall have the authority to determine such issues as entitlement and amount attorney's fees awarded as part of its determination.

INDEMNITY: Seller agrees to indemnify and/or hold harmless WESCO from liability for damages to persons or property caused in whole or in part by any act, omission, or default of the Seller arising from this Agreement. As used herein, the term damages shall mean any and all losses sustained by WESCO, including, but

without limitation, any liens, judgments, claims, costs, attorneys' fees, interest, incidental and consequential damages, lost profits, additional home office or project overhead, and/or professional fees. Notwithstanding the foregoing, the monetary limitation on the extent of this indemnification provided to WESCO shall be in the amount of twice the contract amount or $1 million per occurrence whichever is greater. The obligations to indemnify under this agreement shall apply to all damages caused in whole or in part by any act, omission, of: (a) Seller, or (b) any of the Seller's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The provisions of Florida Statute § 725.06, as modified by Chapter No. 2001-211 (SB-428), shall apply and to the extent that this paragraph is in any way inconsistent with that provision, said statute shall govern.

ENTIRE AGREEMENT: This contract, including the terms and conditions contained herein, embodies the entire agreement between the parties and no other agreements, instruments or papers, oral or otherwise except those set forth in this contract shall be deemed to exist or bind any of the parties hereto relating to the subject matter hereof.

SEVERABILITY: All terms, conditions, stipulations, covenants, promises and agreements contained in this contract shall be considered severable in the event one or more of them shall be determined hereafter by a court of competent jurisdiction to be invalid. WESCO Fountains and Buyer mutually intend that this contract, except for any portion thereof so declared invalid, shall be considered valid in the event it is otherwise sufficiently definite and certain.

• Acceptance According To WESCO's Terms and Conditions •

If the previously listed proposal and terms are acceptable to you please sign below and return to WESCO Fountains, Inc. Our fax number is (941) 484-9302.

Accepted this _____ **day of** _____, 2014.

Accepted by (print name): _____ of

The Whale Project (signature): _____.

Proudly Made in the U.S.A.