



**Washington State
Department of Transportation**

Douglas B. MacDonald
Secretary of Transportation

Washington State Ferries
2901 3rd Avenue, Suite 500
Seattle, WA 98121-3014

206-515-3400
TTY: 1-800-833-6388
www.wsdot.wa.gov/ferries

W. Michael Anderson
Assistant Secretary of Marine Operations
Executive Director

DATE: DECEMBER 8, 2006

TO: INTERESTED PARTIES

**RE: NEW 144 – AUTO FERRIES
DESIGN - BUILD CONTRACT NO. 00-6674**

ADDENDUM NO. 22

This is to inform you of the following updates and changes to the Request for Proposals (RFP) for the above-referenced project:

RFP VOLUME III, PHASE III CONTRACT PROVISIONS

Part 3, Design - Build Contract

Article 1, Definitions, Abbreviations and Interpretation of Terms

**Article 10, Working and As-built Drawings, as Amended by Addendum No. 18 dated
September 15, 2006**

Article 17, Contract Changes

RFP VOLUME IV, TECHNICAL SPECIFICATION

Section 1, General Requirements

Section 1C, Naval Architecture

Section 100, Technical Documentation

All other terms and conditions remain unchanged. All qualified proposers will be required to acknowledge receipt of this Addendum on the Bid Form. All Addenda will become a part of the Contract.

Sincerely,

David H. Humphreys
Vessel Project Engineer
New 144-Auto Ferries Project
Washington State Ferries

Attachment



**ATTACHMENT
TO ADDENDUM NO. 22**

**RFP VOLUME III
PHASE III CONTRACT PROVISIONS
PART 3, DESIGN - BUILD CONTRACT**

Article 1, Definitions, Abbreviations and Interpretation of Terms

Subarticle 1.1, Definitions

Page 6 of 107, lines 33 through 40, replace with the following paragraph describing Working Drawings:

"**Working Drawings** shall mean those detailed design drawings, sketches, calculations, etc., identified in Volume IV, Technical Specification as Phase III Detailed Design and Construction Drawings, plus any other documents or drawings, not specifically excluded from this definition, that are added to the Master Drawing Schedule by the Contractor, and prepared by the Contractor during Phase III. The Working Drawings shall be for the purpose of completing the detailed design, gaining Authoritative Agency approval, and providing direction to installing workers that will insure compliance with Contract Documents. Documents prepared by the Contractor depicting shop fabrication details relating to component production such as pipe spools, lofting packages, steel cut sheets and nesting sheets, are excluded from this definition of Working Drawings, unless specifically included in the Master Drawing Schedule by the Contractor. "Block-by-block" construction drawings and similar composite drawings are unacceptable as Working Drawings for this Contract and are specifically excluded from this definition. WSF review of Working Drawings does not relieve the Contractor of responsibility for meeting Contract requirements. Working Drawings shall be prepared in accordance with Volume IV, Technical Specification to a level of detail to permit review by WSF and Authoritative Agencies and to facilitate timely completion of the Contract Work."

**Article 10, Working and As-Built Drawings
As Amended by Addendum No. 18 dated September 15, 2006**

Page 30 of 107, beginning at line 26 through Page 31 of 107, ending at line 27, replace with the following paragraphs which change "approval" of drawings to "review". Subarticle 10.5 contains a new sentence.

"10.1. When submitting Working Drawings for review, the Contractor shall state the latest date on which it wishes to have the Working Drawings returned with WSF's comments. WSF shall endeavor to return the Working Drawings by that specified date or within twenty-one (21) days from the receipt of those Working Drawings at the WSF Project Office, whichever event last occurs. It may occur that the volume of submittals could overwhelm WSF resources, so WSF has the right to compel the Contractor to identify

and prioritize the Working Drawings that are most likely to impact the Contractor's critical path for the Contract Work. The Contractor shall respond to a request for prioritization of Working Drawing review within four (4) days of receiving such a request. Any such response should include appropriate schedules that will demonstrate the prioritization sequence. The parties shall negotiate a revised schedule for non-priority Working Drawing review.

Production work, including prefabrication, shall not be started on any structure, system, or subsystem until such time as Working Drawings and/or other drawings and submissions required by the Contract Documents that are relevant to that production work have been submitted, and returned with the either the comment "Reviewed" or "Reviewed, and Returned with Comment" by WSF. Any production work undertaken by the Contractor without authority to proceed pursuant to the terms of this Article will: (i) not be eligible for Progress Payments, and (ii) be at the Contractor's risk, including any and all costs of delays or disruptions resulting from performance of the work prior to WSF review.

Any WSF failure to return Working Drawings to the Contractor within twenty-one (21) days after receipt thereof, or such later date designated by the Contractor, shall not be grounds for an adjustment to the Contract Price or Contract Time. The Contractor's sole remedy shall consist of its right to compel a response by providing WSF with notice to proceed without drawing review. Should WSF fail to respond to that notice within seven (7) days after the receipt of that notice by WSF, then the Contractor shall have the right to proceed with all relative work as if the submitted Working Drawings were returned with the comment "Reviewed" without any other comments. If the Contractor does proceed upon due notice, the Contractor is not relieved of its obligations to comply with the intent of the Contract Documents and the requirements of the Authoritative Agencies.

Except as agreed to by WSF, Drawings submitted earlier than scheduled do not start the review period; nor does submittal with significant errors, omissions, and or reservations constitute submittal for the purposes of this Article.

- 10.2. The WSF Representative will respond to each Working Drawing submitted. The WSF Representative will not unreasonably withhold review due to format issues or other discrepancies, errors or omissions of minor importance. The WSF Representative will have final authority to determine if any drawing issue is of minor importance. Any review by WSF or failure of the WSF Representative to find errors or omissions in the Contractor's calculations, specifications, or drawings shall not in any manner relieve the Contractor of its responsibilities under the Contract Documents.
- 10.3. Review by the WSF Representative of the Contractor's Working Drawings does not relieve the Contractor of responsibility to comply with the Contract Documents or for the accuracy of dimensions and details, locations or interferences; nor does mutual agreement of dimensions or details, locations or interferences relieve the Contractor of the responsibility for the conformity and compliance of his Working Drawings with the Contract Documents and with the requirements of the Authoritative Agencies.

- 10.4. Detail requirements for Working Drawings and Working Drawings certified as As-Built Drawings are described in the Technical Specification. Working Drawings certified as As-Built Drawings shall be submitted to WSF within thirty (30) days of the Delivery Date for each Vessel."

Article 17, Contract Changes
Subarticle 17.4

Page 45 of 107, lines 1 through 21, replace with the following revised paragraphs:

"17.4 The equitable adjustment in the Contract Price for Change Order Work shall be as agreed between the parties; provided that in the event no agreement can be reached the equitable adjustment shall be limited to the costs allowed under Article 17.6.1 through 17.6.8 subject to the other limitations of Article 17. The equitable adjustment shall be determined as follows:

If the parties are able to agree, the price will be determined by using:

1. A negotiated composite hourly rate agreed to between the parties pursuant to Article 17.6.10; and/or
2. Other unit prices, if provided for under the Contract, or otherwise agreed to by the parties, and/or
3. Other agreed upon costs.

In such event, the agreed upon price shall be reflected in a Change Order executed by both parties and shall constitute a full and final accord and satisfaction of all claims and issues of any form relating to the Change Order.

If the parties cannot agree, the price will be determined by WSF using:

1. Unit Prices, if provided for under the Contract, and/or
2. Costs allowed under Article 17.6.1 through 17.6.8 subject to any limitations noted in Article 17."

Article 17, Contract Changes
Subarticle 17.6.9

Page 51 of 107, lines 1 through 4, replace the paragraph with the following revised paragraph:

"17.6.9 Costs Not Allowed. Unless otherwise agreed by WSF in a duly and properly executed Change Order, the Contractor shall only be entitled to an adjustment in the Contract Price on account of Change Order Work for the costs/fees specifically allowed under Articles 17.6.1 through 17.6.8. No other costs/fees or markups of any kind shall be allowed."

Article 17, Contract Changes
Subarticle 17.6.10

Page 51 of 107, lines 6 through 15, replace the paragraph with the following revised paragraph:

"17.6.10 Negotiated Change Order Composite Hourly Rate (Composite Hourly Rate). Within thirty (30) days of execution of the Contract, the Contractor shall provide a proposed, Composite Hourly Rate for purposes of pricing Change Order Work. The proposed Composite Hourly Rate shall include cost components similar to the cost components set forth in Articles 17.6.1 through 17.6.8 or other components the Contractor customarily and reasonably believes will be necessarily incurred by it in connection with any Change Order Work. The Contractor shall also provide accounting, financial or other support and documentation for its proposed rate upon request by WSF. The Contractor's proposal shall further be subject to audit at WSF's election. The parties shall negotiate in good faith and attempt to reach agreement on a Composite Hourly Rate. If the parties are able to reach agreement, the Composite Hourly Rate shall be memorialized in a written Change Order duly and properly executed by the parties. Said rate shall be applicable to all Change Order Work, both additive and deductive, for a period of 12 months. The rate shall be applied to the direct labor hours necessitated by the changed Work. Thirty (30) days prior to the expiration of any respective 12 month period, the parties shall attempt to renegotiate a new Composite Hourly Rate using the process previously designated in this Article 17.6.10. If the parties are not successful in either reaching an agreement on a new rate or agreeing to an extension of the old rate, upon conclusion of the respective 12 month period in effect at the time, the Composite Hourly Rate shall be deemed to have expired and all further change order pricing shall be in accordance with Article 17.6.9 until such time, if at all, that the parties are able to reach agreement on another Composite Hourly Rate."

RFP VOLUME IV - A (1 OF 2)
TECHNICAL SPECIFICATION

Section 1, General Requirements
Subsection 1.9, Materials and Workmanship

Page 1-7, lines 32 and 33, replace "Unless otherwise specified, all machinery, structure and outfit is to be designed to withstand the resultant forces from the following conditions of service environment:" with the following:

"Unless otherwise specified, or required by the Authoritative Agencies requirements, all non-electrical machinery, structure and outfit shall be designed and installed to withstand, at a minimum, the resultant forces from the following conditions of service environment:".

Page 1-8, lines 1 and 2, replace items 1. and 2. with the following:

1. Permanent list of fifteen (15) degrees.
2. Permanent trim of seven and one-half (7 1/2) degrees."

Page 1-8, after line 4, add the following two paragraphs:

"All Electrical equipment shall be designed and installed to operate for the particular location and environment in which it is to be used, and at a minimum meet the requirements of 46 CFR §111.01-19. Switchgear electrical and electronic appliances and remote controls shall remain in their last set position up to an inclination of forty-five degrees (45°). Additionally, electrical equipment necessary for the maneuvering, navigation, and safety of the Vessel or its personnel shall be designed and installed to, at a minimum, meet the requirements of 46 CFR §111.01-19.

Should there be conflict between the conditions of service environment requirements of the Authoritative Agencies and the Technical Specification, the more stringent shall prevail."

Section 1C, Naval Architecture
Subsection 1C.9, Lines of Hull Form

Page 1C-9, beginning at line 33 through Page 1C-10, ending at line 20, replace with the following paragraphs. The first two paragraphs contain editorial or clarifying changes, the third paragraph adds a new sentence.

"The shape of the hull shall conform to the Phase II Technical Proposal and all lines shall be carefully and thoroughly faired by the Contractor. All templates, battens, etc., shall be prepared in such a manner that the completed Vessel will conform to the Contract Lines Plan's dimensions. Upon completion of the Vessel, the Contractor shall furnish As-Built computer mold loft off-sets in reproducible form for WSF's files.

In the event the Contractor elects to use computer fairing in lieu of the computer mold loft, the Contractor must first submit for review to the WSF Representative a lines plan faired by the computer and drawn by a computer-actuated plotter at the 1/2 inch scale for half-breadth and shear plans and 3/4 inch scale for body plan and with all waterline, buttock lines, diagonals, and sections as shown on **FIGURE 1A-1**, Lines Plan, as set forth in the *WSF OPTIONAL HULL FORM* Subsection in Section 1A of the Technical Specification. In addition, the Contractor shall provide the computer printout of offset data on stations on the Phase II Technical Proposal lines plan. The permitted fairing deviation is no more than 0.5 inches from the Phase II Technical Proposal lines plan and is to be measured in a plane normal to the slope of the lines at the offset. No production or shop fabrication work shall proceed based upon templates, numerical control tapes for steel cutting, or offsets on frame lines produced for the hull form until this basic computer-developed lines plan has been reviewed by WSF for conformance to the Technical Specification.

The lines of the hull shall be carefully faired, adhering closely to the lines and offsets furnished in the Phase II Technical Proposal. If, in the course of fairing, any significant discrepancies in the offsets as given on the drawing are brought to light, this fact shall be called to the attention of the WSF Representative immediately for resolution at the Contractor's expense. Once the faired lines plan and offset data described above has been reviewed by WSF, samples of numerical control packages and/or frame offset data may be requested by the WSF Representative and, if so requested, shall be made available by the Contractor to demonstrate their conformance to the reviewed lines plan."

RFP VOLUME IV - B (2 OF 2) TECHNICAL SPECIFICATION

Section 100, Technical Documentation

Subsection 100.3, General

Page 100-3, line 3, replace "approved" with "reviewed". Line 8, following "WSF" add the word "reviews".

Subsection 100.12, Structural, Mechanical, Electrical, and Plumbing Systems Interference Control

Page 100-38, line 29, add new sentence beginning with "below:"

"below. **FIGURE 100-1** is intended to present only a process for use on a system-by-system basis in a priority order. This figure will not be used by WSF to establish or revise deliverable and/or WSF review requirements beyond those required elsewhere in the RFP documents or this Technical Specification. This process is not intended to preclude the Contractor from developing the Detailed Design documents and Working Drawings in a manner consistent with the Contractor's build strategy."

Page 100-41, beginning at line 1 through line 17, replace with the following paragraphs which include clarifications in the first paragraph and adds two new paragraphs.

"Using SCOP and the sequence priorities as set forth in this Section, the Contractor shall produce a stand alone CAD generated interference control composite drawing deliverable for the first Vessel, and an updated drawing deliverable for each follow-on Vessel of the Contract. Developed using the priority order shown in **TABLE 100-1**, these deliverables, in their final form, shall include all structural, mechanical, electrical, and plumbing systems, and their interference free interface, laid out by deck level for the entire Vessel. The composite drawings shall be produced and delivered as set forth in this Subsection, and shall be scheduled so as to be produced and reviewed prior to Working Drawing final preparation and submittal, to allow for their usage during final Working Drawing preparation. Working Drawings for each Vessel system **will not** be accepted for review **prior** to WSF review of the interference free composite drawing version that includes that Vessel system and at least all previous Vessel systems in the priority order shown in **TABLE 100-1**. The composite drawings shall be given the same status as any deliverable in the Master Drawing Schedule (MDS) and scheduled to meet the requirements of this Subsection. The composite drawing shall include Plan, Section, and Elevation views in a 2-D or 3-D format, with Detail views added as necessary. All systems shall be drawn to scale, and depicted and located accurately to present the actual installations on board. Drafting practices and drawing requirements shall meet the Engineering and Working Drawing Preparation requirements of this Section, Section 1, and Section 87 of the Technical Specification.

A 3-D CAD "product model" prepared using current versions of "**ShipConstructor**®", or equal, software may be substituted for the composite drawing requirements above, if the Contractor can demonstrate it conforms to all the ships systems sequence requirements, and other detailed requirements specified above and elsewhere in this Technical Specification. If the Contractor chooses to use a 3-D CAD product model, five (5) copies of all necessary viewing software and training in the software's use for up to ten (10) WSF users shall be provided by the Contractor before delivery of the initial model. The detailed product model shall be delivered to WSF on two (2) copies of appropriate digital media, as agreed to by the WSF Representative. Prior to WSF completion of initial review of all Working Drawings for the first ferry, the "product model" shall be maintained up to date and submitted at least monthly, with two (2) copies provided to WSF. Upon the initial delivery of the "product model" and upon each update, a joint "fly-by" review and critique shall be conducted by the Contractor for the WSF Representative and up to five (5) other WSF-designated attendees. The Contractor shall prepare a record of the review and document action items and comments from the "fly-by," submitting a draft of minutes from the review to the WSF Representative within five days of each session.

While the composite drawing, and/or 3-D "product model" required above and any other shop or fabrication drawings may be prepared on a "block-by-block" basis to conform to the Contractor's build strategy, the Working Drawings shall be prepared and submitted for review as ship-wide drawings, sub-divided only as required and/or allowed elsewhere in this Technical Specification."

Subsection 100.14, Engineering & Working Drawings and Calculation Preparation

Page 100-44, line 12, delete "or Approval". At line 17, delete "or Approval".

Page 100-46, line 18, delete "approval". At line 23, replace "approved" with "reviewed". At line 33, replace "approval" with "review".

Page 100-47, line 11, delete "and/or approval".

Subsection 100.15, Review of Drawings and Engineering Calculations

Page 100-47, line 30, replace "twenty (20)" with "twenty-one (21)".

Page 100-48, line 3, delete "and approval". At line 4, replace "twenty (20)" with "twenty-one (21)".

Page 100-49, lines 3 and 4, delete "or approval". At line 12, delete "or approval". At line 14, delete "or approval". At line 19, delete "or approval".

Subsection 100.16, As-Built Drawings

Page 100-49, line 35, replace "approved" with "reviewed".

Page 100-50, line 1, replace "approval" with "review" in two places.

(END)