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

Washington State Department of Transportation

Douglas B. MacDonald
Secretary of Transportation

DATE: **SEPTEMBER 15, 2006**

TO: **INTERESTED PARTIES**

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

ADDENDUM NO. 18

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

RFP VOLUME II, PHASE II TECHNICAL PROPOSAL REQUIREMENTS
Section 1, General Information

RFP VOLUME III, PHASE III CONTRACT PROVISIONS
Article 2, Scope of Work
Article 10, Working and As-Built Drawings
Article 53, Milestones

RFP VOLUME IV, TECHNICAL SPECIFICATION
Section 20, Plumbing Fixtures and Accessories

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
Washington State Ferries

Attachment

ATTACHMENT
TO ADDENDUM NO. 18

1. Revise RFP Volume II, Section 1, paragraph 1.9, "Design Responsibility", page 5 of 19, by replacing the last sentence on lines 34 – 35 with the following:

   "The development of the Technical Proposals and resulting design and design details are the sole responsibility of the Proposer except to the extent otherwise provided in the Optional Hull Form paragraph following."

2. Revise RFP Volume II, Section 1, paragraph 1.10, Optional Hull Form, by replacing the entire paragraph on pages 5 of 19 and 6 of 19with the following new paragraph:

   "1.10 OPTIONAL HULL FORM

   Included within the Technical Specification is an optional hull form ("WSF Optional Hull Form") for the Vessels' hull only, which is furnished solely for informational purposes. Test data relating to the WSF Optional Hull Form is available upon request. Use of any aspect of the WSF Optional Hull Form, whether in whole or in part, shall be at the sole discretion of each Proposer. If the Contractor's Technical Proposal commits to use the WSF Optional Hull Form as the proposed design hull form, WSF will take full responsibility, subject to the limitations and requirements herein, that the hull lines as depicted in RFP Volume IV, Technical Specification, Figure 1A-1 meet the requirements of the Technical Specification. WSF will also take responsibility for the following vessel characteristics (based on the hull lines as depicted in Figure 1A-1): the vessel sea trial speed and powering performance characteristics, and wake wave pattern. If the Contractor's Technical Proposal commits to providing the rudders and steering machinery and systems specified in the Technical Specification without requesting substitution of "or equals", WSF will take responsibility for maneuvering performance meeting the requirements of the Technical Specification as long as the steering machinery, systems and rudders are installed, commissioned and adjusted in accordance with the manufacturer's specifications and performing as specified during sea trials. The Contractor, by using the WSF Optional Hull Form, shall be responsible for delivering the vessel with a Light Ship Weight of no greater than 3,535 Long Tons, a Light Ship Vertical Center of Gravity (VCG) of no higher than 29.33 feet above the base line, a Light Ship Longitudinal Center of Gravity (LCG) within 0.40 feet fore or aft of amidships and a Light Ship Transverse Center of Gravity (TCG) within 0.40 feet on either side of the centerline. WSF will furnish electronic versions of the WSF Optional Hull Form documents contained in the Technical Specification. Proposers may use these documents subject to the limitations noted above and any further limitations noted on the WSF Optional Hull Form drawings."

3. Revise RFP Volume III, Part 3, Design - Build Contract, "Scope of Work" Article, by inserting, on page 16 of 107, after paragraph 2.2, after line 7, a new sub-paragraph as follows:

"2.2.1 Notwithstanding the provisions of this Article 2.2 or any other provision of the Contract, if the Contractor's Technical Proposal commits to use the WSF Optional Hull Form as the proposed design hull form, WSF will take full responsibility, subject to the limitations and requirements herein, that the hull lines as depicted in RFP Volume IV, Technical Specification, Figure 1A-1 meet the requirements of the Technical Specification. WSF will also take responsibility for the following vessel characteristics (based on the hull lines as depicted in Figure 1A-1): the vessel sea trial speed and powering performance characteristics, and wake wave pattern. If the Contractor's Technical Proposal commits to providing the rudders and steering machinery and systems specified in the Technical Specification without requesting substitution of "or equals", WSF will take responsibility for maneuvering performance meeting the requirements of the Technical Specification as long as the steering machinery, systems and rudders are installed, commissioned and adjusted in accordance with the manufacturer's specifications and performing as specified during sea trials. The Contractor, by using the WSF Optional Hull Form, shall be responsible for delivering the vessel with a Light Ship Weight of no greater than 3,535 Long Tons, a Light Ship Vertical Center of Gravity (VCG) of no higher than 29.33 feet above the base line, a Light Ship Longitudinal Center of Gravity (LCG) within 0.40 feet fore or aft of amidships and a Light Ship Transverse Center of Gravity (TCG) within 0.40 feet on either side of the centerline."

4. Revise RFP Volume III, Part 3, Design - Build Contract, "Working and As-Built Drawings" Article, by replacing the entire Article on pages 30 and 31 of 107 (which was incorrectly numbered) with the following new Article which extends to the Contractor a different remedy for WSF failure to return Working Drawings timely:

"10. WORKING AND AS-BUILT DRAWINGS

10.1. When submitting Working Drawings for approval, the Contractor shall state the latest date on which it wishes to have the Working Drawings returned with WSF's comments and/or approval. 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, reviewed, and approved 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 approval.

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 approvals. 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 approved without any 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 review each Working Drawing submitted. 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. Approval 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."

5. Revise RFP Volume III, Part 3, Design - Build Contract, "Milestones" Article, by replacing the paragraph 53.3, lines 7 to 12 on page 106 of 107, with the following new paragraph:

"53.3 If any major milestone event is not accomplished by the date listed, and the failure to accomplish any such milestone event does not arise from a cause for which the Contractor is entitled to an extension of Contract Time under the "Extension of Time" Article, such failure may (if it is considered to jeopardize the Delivery Date) be deemed to constitute a failure to perform this Contract in accordance with its terms within the meaning of the "Termination for Default" Article."

6. Revise RFP Volume IV, Technical Specification, Plumbing Fixtures and Accessories Section, page 20-15, by replacing the contents of lines 18 through 21 with the following:

"A. Fixture Catalog Sheets

Fixture Catalog Sheets shall be representative of all fixture types to be provided. Catalog specification sheets including quality and weight information, and operation and installation instructions (if applicable), shall be provided as clear, legible and complete copies of the manufacturer's published information, in color, if the original is in color."

(END)