

1 **Department of Transportation**  
2 **Olympia, Washington 98504**  
3 October 22, 2010  
4  
5

6 ATTENTION: All Short-listed Proposers  
7

8 **Request for Proposals**  
9 SR 99 Bored Tunnel Alternative Design-Build Project  
10

11 **Addendum No. 19**  
12

13 The **Instructions to Proposers** is amended as follows:

- 14 1. In Addendum No. 8 (Section 3.3.6), page 3, lines 2 and 3, delete “A mutually  
15 agreed upon DMS will become the basis of the Proposal.”
- 16 2. In Addendum No. 8 (Section 3.3.6), page 3, lines 16 and 17, delete “all  
17 Deformation Mitigation .... during Proposal development.” and replace with  
18 “a listing of all DMS Submittals approved during Proposal development and  
19 indicates those approved DMS concepts that are included in the Proposal.”
- 20 3. In Addendum No. 8 (Section 3.3.6), page 3, lines 19 and 20, delete “Price  
21 Proposal item “Advance Mitigation – Group B Structures and Utilities”.” and  
22 replace with “Total Proposal Price.”
- 23 4. On page 37, Section 3.3.8 **Appendix A - Proposer Information and**  
24 **Certifications**, line 35, delete “December 31, 2016.” and replace with  
25 “November 1, 2016.”
- 26 5. In Addendum No. 17 (Form B), page 1, delete lines 31 through 33.
- 27 6. On pages B-1 through B-3, **Form B Price Proposal**, replace form in its  
28 entirety with the attached file (*Revised bid items, added measurement and*  
29 *payment statements, and deleted Washington Contractor License Number and*  
30 *Federal ID Number fill-ins*).
- 31 7. On page O-1, Form O **WSDOT Form 271-015 Subcontractor List**, delete  
32 line 47.

33 The **Contract** for this Project is amended as follows:

- 34 1. In Addendum No. 8 (Section 5.7.1.3), page 3, delete lines 36 and 37.
- 35 2. On page 16, Section 5.7.1.3 **Extraordinary Intervention Work**, lines 1 and  
36 2, delete “Unused amounts in the Shared Contingency .... the provisions of  
37 Article 13.”

- 1           3.    On page 16, Section 5.7.1.3 **Extraordinary Intervention Work**, add the  
2           following paragraph after line 2:

3                     In the event that funds remain in the Shared Contingency Allowance  
4                     after Physical Completion of the Work, unused amounts in the Shared  
5                     Contingency Allowance shall be paid to the Design-Builder in  
6                     accordance with the provisions of Article 13.

- 7           4.    In Addendum No. 17 (Section 5.7.6), page 3, delete lines 1 through 4.

- 8           5.    On page 18, Section 5.7.6 **Change Orders for Differing Site Conditions**,  
9           line 7, add “Compensation will be allowed for extended Site overhead and  
10           profit, but not for home office overhead directly or indirectly associated  
11           with Differing Site Conditions.” after “conditions.”

- 12          6.    Section 5.9, as amended, is deleted in its entirety and replaced with the  
13          following:

14                     **5.9        Deformation Mitigation and Repair**

15                     The provisions of this Section 5.9 concern Structures and Utilities identified  
16                     in TR Section 2.52 or otherwise determined to be within the Zone of  
17                     Influence in accordance with TR Section 2.52. With respect to Utilities, the  
18                     provisions of this Section 5.9 are subject to Section 7.2.1.2.

19                     **5.9.1     Design-Builder’s Responsibility**

20                     Design-Builder shall perform all Deformation Mitigation Measures required  
21                     by the Contract Documents and such other Deformation Mitigation  
22                     Measures that it deems necessary or prudent under the circumstances,  
23                     without entitlement to any additional compensation except as specified in  
24                     Sections 5.9.2, 5.9.3 and 5.9.4.

25                     **5.9.2     Grouting Operations**

26                     Labor and material cost for Grouting Operations shall be paid by WSDOT  
27                     pursuant to Section 10.1.2 at the applicable unit priced rate determined as  
28                     specified in Section 10.1.2.

29                     **5.9.3     Use of Deformation Mitigation and Repair Fund for Certain  
30                     Advance Mitigation and Impacts of Deformation Within  
31                     Tolerances**

32                     WSDOT has established a Deformation Mitigation and Repair Fund to pay  
33                     for up to \$20,000,000 of direct costs of Deformation Mitigation Measures  
34                     for Group B Structures and Utilities, and certain costs resulting from the  
35                     occurrence of Deformation. This fund will be available to make payments  
36                     to Design-Builder under this Section 5.9.3 and under Section 5.9.4, as well  
37                     as to make payments to other contractors performing Additional  
38                     Deformation Work and/or property owners affected by Deformation.  
39                     Unused amounts in the Deformation Mitigation and Repair Fund shall be

1 shared by Design-Builder and WSDOT in accordance with the provisions of  
2 Article 13.

3 **5.9.3.1 Deformation Mitigation Measures, Group B Structures and**  
4 **Utilities**

5 Design-Builder will be entitled to reimbursement from the Deformation  
6 Mitigation and Repair Fund for its direct costs of Deformation Mitigation  
7 Measures for Group B Structures and Utilities that are not identified in the  
8 Contract Documents but that Design-Builder deems necessary or prudent to  
9 perform prior to start of or concurrently with tunnel construction in the area,  
10 excluding costs of design work. Upon Design-Builder's compliance with  
11 all applicable requirements of this Section 5.9 and Article 11, and subject to  
12 the limitations contained therein, Design-Builder shall have the right to  
13 receive one or more Change Orders for such costs, up to the amount  
14 available in the Deformation Mitigation and Repair Fund. Costs of  
15 Grouting Operations will be paid directly by WSDOT as specified in  
16 Section 5.9.2 and are not payable from the Deformation Mitigation and  
17 Repair Fund. Once the Deformation Mitigation and Repair Fund has been  
18 fully expended, Design-Builder shall be responsible for all remaining costs  
19 of such work (excluding costs of Grouting Operations to be paid by  
20 WSDOT under Section 5.9.2).

21 **5.9.3.2 Mitigation and Repairs Due to Deformation of Structures and**  
22 **Utilities Within Tolerances**

23 This Section 5.9.3.2 concerns Deformation within the allowable  
24 Deformation tolerance specified for a Structure or Utility as set forth in TR  
25 Section 2.52 that occurs at any time prior to Physical Completion with  
26 resultant property damage to such Structure or a Utility, despite Design-  
27 Builder's performance of Deformation Mitigation Measures as described in  
28 Section 5.9.1 if applicable. If such Deformation occurs, Design-Builder  
29 shall perform Additional Deformation Work as directed by WSDOT. In  
30 such event WSDOT shall prepare a scope of work and issue a Change Order  
31 for the Additional Deformation Work pursuant to Section 11.2 to cover the  
32 cost of the Additional Deformation Work, excluding costs of Grouting  
33 Operations. WSDOT shall also grant a time extension under Section 11.3  
34 for any Critical Path delay associated with the performance of the  
35 Additional Deformation Work. In lieu of directing Design-Builder to  
36 perform the Additional Deformation Work, WSDOT may, in its sole  
37 discretion, (a) retain other contractors to perform such work, or (b) elect not  
38 to perform such work and instead make payments to owners of Structures or  
39 Utilities damaged as a result of Deformation.

40 Once the Deformation Mitigation and Repair Fund is fully expended,  
41 WSDOT shall remain responsible for the costs of Additional Deformation  
42 Work as described in this Section 5.9.3. Each Change Order for Additional  
43 Deformation Work shall state whether it will be paid from the Deformation

1 Mitigation and Repair Fund. Costs of Grouting Operations will be paid  
2 directly by WSDOT as specified in Section 5.9.2 and are not payable from  
3 the Deformation Mitigation and Repair Fund.

4 Any Additional Deformation Work necessary with respect to Group B  
5 Category #1 Utilities will be performed by the affected Utility Owners and  
6 will not be considered included in the Work. The costs of such Additional  
7 Deformation Work will not be not payable from the Deformation Mitigation  
8 and Repair Fund.

9 **5.9.4 Mitigation and Repairs Due to Deformation of Structures and**  
10 **Utilities Outside of Tolerances**

11 **5.9.4.1 Design-Builder Responsibility**

12 This Section 5.9.4 concerns Deformation that exceeds the allowable  
13 Deformation tolerance specified for a Structure or Utility as set forth in TR  
14 Section 2.52 that occurs at any time prior to Physical Completion with  
15 resultant property damage to such Structure or Utility. Subject to  
16 Section 5.9.4.3, if such Deformation occurs, Design-Builder shall, as  
17 directed or approved by WSDOT, perform all Deformation Mitigation  
18 Measures and repair any damage to affected Structures and Utilities  
19 (including Group B Category #1 Utilities) arising out of or related to the  
20 Deformation, at Design-Builder's sole expense except as otherwise  
21 provided in Section 5.9.4.2. Design-Builder shall confer with WSDOT in  
22 developing the scope and extent of the necessary Deformation Mitigation  
23 Measures and property damage repairs. Design-Builder and WSDOT shall  
24 work cooperatively with the owner of the Structure or Utility in defining  
25 and scheduling performance of such work. In lieu of directing Design-  
26 Builder to perform said work, WSDOT may, in its sole discretion, (a) retain  
27 other contractors to perform such work, or (b) elect not to perform such  
28 work and instead make payments to owners of Structures or Utilities  
29 affected by the Deformation.

30 If funds remain available in the Deformation Mitigation and Repair Fund as  
31 of the date that WSDOT directs or approves performance of work by  
32 Design-Builder under this Section 5.9.4, Design-Builder shall have the right  
33 to receive a Change Order, subject to the limitations specified in Article 11,  
34 allowing compensation for such work up to the amount remaining available  
35 in such fund as determined by WSDOT.

36 In determining whether funds are available in the Deformation Mitigation  
37 and Repair Fund to pay for a Change Order under this Section 5.9.4,  
38 WSDOT will deduct all amounts previously allocated by WSDOT (a) to  
39 pay for Deformation Mitigation Measures for Group B Structures and  
40 Utilities, (b) to pay for Additional Deformation Work, whether to be  
41 performed by Design-Builder or by others, and (c) to make payments to  
42 property owners in lieu of repairs.

1 Upon depletion of the Deformation Mitigation and Repair Fund, or where  
2 work or damages addressed in this Section 5.9.4 are caused by the breach of  
3 contract or fault or negligence, or act or failure to act of any DB-Related  
4 Entity, the Design-Builder shall be responsible for all costs for such work or  
5 damages including paying compensation in lieu of mitigation and repair  
6 work as agreed to by owners of Structures or Utilities affected by the  
7 Deformation. Such work to be performed by Design-Builder will be  
8 identified in a no-cost Change Order.

9 Design-Builder shall not be entitled to a time extension for any Critical Path  
10 delay resulting from performance of work required under this Section 5.9.4.

11 Costs of Grouting Operations will be paid directly by WSDOT as specified  
12 in Section 5.9.2 and are not payable from the Deformation Mitigation and  
13 Repair Fund.

#### 14 **5.9.4.2 Additional Deformation After Authorization of Repair Work**

15 Subject to Section 5.9.4.3, if, after WSDOT has directed or approved  
16 performance of Additional Deformation Work under Section 5.9.3, the  
17 Structure or Utility in question is affected by Deformation outside of the  
18 allowable Deformation tolerance for such Structure or Utility as set forth in  
19 TR Section 2.52, the respective responsibilities and obligations of the  
20 parties shall be governed by Section 5.9.4.1, except that WSDOT shall  
21 remain responsible for the cost of any Additional Deformation Work  
22 performed by Design-Builder and previously authorized under  
23 Section 5.9.3, and any time extensions previously granted under  
24 Section 5.9.3 shall remain valid.

#### 25 **5.9.4.3 Limitation on Responsibility**

26 Subject to the limitations in Section 11.7 (other than Section 11.7.1(d)),  
27 Design-Builder's unreimbursed expenditures under Sections 5.9.4.1 and  
28 5.9.4.2 (i.e. expenditures not reimbursed by WSDOT, insurance proceeds or  
29 otherwise) shall be taken into account in determining whether the cap on  
30 liability set forth in Section 15.16 has been reached. In the event that said  
31 cap on liability is reached prior to completion of all work under  
32 Sections 5.9.4.1 and 5.9.4.2, Design-Builder shall have no further obligation  
33 hereunder to perform such work at its own expense or to make  
34 reimbursements to third parties. In such event, WSDOT shall have the right  
35 to require Design-Builder to continue to perform such work at WSDOT's  
36 expense, or may elect to have such work performed by others at WSDOT's  
37 expense.

38 At regular progress meetings, Design-Builder shall advise WSDOT  
39 regarding work performed under Sections 5.9.4.1 and 5.9.4.2. If at any  
40 point the total unreimbursed expenditures under such sections exceeds  
41 \$50,000,000, Design-Builder shall thereafter provide periodic written  
42 statements to WSDOT regarding total expenditures. Such statements shall

1 be provided concurrently with invoices submitted under Section 10.2, and  
2 shall be provided on a quarterly basis unless WSDOT requests Design-  
3 Builder to provide statements more frequently. Promptly following receipt  
4 of a written request from WSDOT, Design-Builder shall provide WSDOT  
5 with detailed backup for the stated amount.

- 6 7. Section 10.1 **Compensation**, as amended, is deleted in its entirety and  
7 replaced with the following:

8 **10.1 Compensation**

9 As full compensation for the Work and all other obligations to be performed  
10 by Design-Builder under the Contract Documents, WSDOT shall pay to  
11 Design-Builder Total Compensation equal to the sum of (1) the Lump Sum  
12 Amount as described in Section 10.1.1, (2) an amount for unit priced Work  
13 as described in Section 10.1.2, (3) amounts payable from the Escalation  
14 Fund as described in Section 10.1.3, (4) amounts payable from the Bond  
15 and Insurance Fund as described in Section 10.1.4; (5) amounts payable  
16 from the South U-Section Fund described in Section 10.1.5; and  
17 (6) amounts payable under Change Orders issued under Article 11. Design-  
18 Builder acknowledges and agrees that the Total Compensation covers:

- 19 (a) performance of each and every portion of the Work in accordance  
20 with the Contract Documents and all applicable Laws;
- 21 (b) all designs, equipment, materials, labor, insurance and bond  
22 premiums, home office, jobsite and other overhead, profit and  
23 services relating to Design-Builder's performance of its obligations  
24 under the Contract Documents (including all Work, Warranties,  
25 equipment, materials, labor and services provided by Subcontractors  
26 and intellectual property rights necessary to perform the Work);
- 27 (c) the cost of obtaining, complying with and maintaining all  
28 Governmental Approvals (except for approvals which are the  
29 responsibility of WSDOT, as specifically provided elsewhere in the  
30 Contract Documents); and
- 31 (d) payment of any taxes, duties, and permit and other fees and/or  
32 royalties imposed with respect to the Work and any equipment,  
33 materials, labor, or services included therein.

- 34 8. In Addendum No. 17 (Section 10.1.3), page 13, add the following section  
35 after line 3:

36 **10.1.5 South U-Section Fund**

37 WSDOT has established a South U-Section Fund in the amount of  
38 \$50,000,000 for the purpose of compensating the Design-Builder for the  
39 Work to design and construct the open-cut section south of the South  
40 Portal, referred to as the South U-Section. Amounts in this fund shall be

1 deemed earned based on progress of Work on the South U-Section. The  
2 amount payable each month shall be determined by multiplying the total  
3 value of the South U-Section Fund by the percent completion value of  
4 the applicable Contract Schedule activities as determined at the Progress  
5 Meetings described in Section 10.2.2. The South U-Section Fund will  
6 be payable under the item “Design-Build Work – South U-Section” as  
7 set forth in Appendix 1. Payments made under this Section 10.1.5 shall  
8 constitute full compensation for all South U-section Work including  
9 applicable taxes.

- 10 9. In Addendum No. 17 (Section 10.4.1), page 14, line 10, delete  
11 “\$403,000,000” and replace with “\$400,000,000”
- 12 10. In Addendum No. 17 (Section 10.4.1), page 14, line 11, delete  
13 “\$705,000,000” and replace with “\$700,000,000”
- 14 11. In Addendum No. 17 (Section 10.4.1), page 14, line 12, delete  
15 “\$984,000,000” and replace with “\$1,000,000,000”
- 16 12. In Addendum No. 17 (Section 10.4.1), page 14, line 13, delete  
17 “\$1,231,000,000” and replace with “\$1,275,000,000”
- 18 13. In Addendum No. 17 (Section 10.4.1), page 14, line 14, delete  
19 “\$1,300,000,000” and replace with “\$1,350,000,000”
- 20 14. On page 41, Section 10.8 **State Taxes**, line 14, delete “Lump Sum Amount  
21 and unit prices include” and replace with “Total Compensation includes”
- 22 15. On page 63, Article 13 **Contract Incentives**, add the following heading  
23 after line 1:

24 **13.1 Shared Contingency Allowance**

- 25 16. On page 63, Article 13 **Contract Incentives**, line 2, delete “WSDOT and ”
- 26 17. On page 63, Article 13 **Contract Incentives**, line 3, delete “equally share  
27 in” and replace with “will be entitled to receive 75 percent of”
- 28 18. In Addendum No. 17 (Article 13), page 15, line 36, add “WSDOT will  
29 retain the remaining 25 percent.” after “Allowance.”
- 30 19. On page 63, Article 13 **Contract Incentives**, line 8, add the following  
31 sections:

32 **13.2 Deformation Mitigation and Repair Fund**

33 Design-Builder will be entitled to receive 75 percent of any amount  
34 remaining in the Deformation Mitigation and Repair Fund following  
35 Physical Completion of the Work and WSDOT’s determination of all  
36 amounts owing to Design-Builder under Change Orders payable from the  
37 fund. WSDOT will retain the remaining 25 percent. Design-Builder’s  
38 share of the unused funds in the Deformation Mitigation and Repair Fund  
39 shall be added to the Total Compensation by Change Order and shall be due  
40 and payable at the same time as the Final Payment.

1                   **13.3     Completion Incentive**

2                   **13.3.1   Incentive for Completion Prior to Substantial Completion**  
3                   **Deadline**

4                   If Design-Builder achieves Substantial Completion of the Project prior to  
5                   the Substantial Completion Deadline, Design-Builder shall be entitled to an  
6                   incentive of \$100,000 per day, up to a maximum of \$25,000,000, for  
7                   (a) each day that the actual date of Substantial Completion precedes the  
8                   Substantial Completion Deadline plus (b) \_\_\_\_\_ [*\$100,000 per day for the*  
9                   *difference between 1,905 and the number of days specified in Section 4.2*].  
10                  [*For example, if Section 4.2 sets the completion deadline at 1,850 days, the*  
11                  *blank would be filled in with \$5,500,000 which is \$100,000 times 55.*]

12                  **13.3.2   Incentive for On-Time Completion or Late Completion Within**  
13                  **Specified Period** [*include the provision only if Section 4.2 specifies*  
14                  *less than 1,905 days*]

15                  If Design-Builder achieves Substantial Completion before the date that is  
16                  \_\_\_\_\_ days [*the difference between 1,905 and the number of days*  
17                  *specified in Section 4.2*] after the Substantial Completion Deadline, Design-  
18                  Builder shall be entitled to an incentive of \$100,000 per day, up to a  
19                  maximum of \$25,000,000, for each day that the actual date of Substantial  
20                  Completion precedes said date. If an incentive is payable under  
21                  Section 13.3.1, no incentive would be payable under this Section 13.3.2.  
22                  [*For example, if Section 4.2 sets the completion deadline at 1,850 days, the*  
23                  *blank would be filled in with 55. Under this scenario, if completion occurs*  
24                  *20 days after the Substantial Completion Deadline (including any*  
25                  *extensions of that deadline allowed under Article 11), the incentive would*  
26                  *be \$3,500,000 (\$100,000 times 35 days which is 55 minus 20).*]

27                  **13.3.3   Payment of Incentive**

28                  Incentive payments owing under this Section 13.3 shall be added to the  
29                  Total Compensation by a Change Order and shall be due and payable at the  
30                  same time as the Final Payment.

31                  **13.3.4   No Effect on Liquidated Damages**

32                  Design-Builder's right to receive incentive payments owing under this  
33                  Section 13.3 shall not affect its obligation to pay Liquidated Damages under  
34                  Article 17.



- 1           20. On page 70, Article 15 **Termination for Convenience**, add the following  
2 sections after line 27:

3                   **15.16 Aggregate Cap On Liability**

4                   **15.16.1 General**

5                   Subject to the exclusions set forth in Section 15.16.2, the entire liability  
6 of Design-Builder for any damages arising from Design-Builder's  
7 performance or non-performance of any Work under the Contract  
8 Documents, regardless of the form of action (whether in contract, tort  
9 including negligence, indemnification, strict liability or otherwise, and  
10 including all Liquidated Damages assessable under the Contract  
11 Documents), shall not exceed the caps specified below and WSDOT  
12 releases Design-Builder from all liability in excess of the specified  
13 caps:

- 14                   (a) \$500,000,000 with respect to breach of Design-Builder's  
15 obligation to complete the Project and perform warranty  
16 work for the Total Compensation in accordance with the  
17 Contract;
- 18                   (b) \$500,000,000 with respect to breach of Design-Builder's  
19 obligation to make payments to all laborers, mechanics, and  
20 subcontractors and material suppliers, and all persons who  
21 supply such person or persons, or subcontractors, with  
22 provisions and supplies for the carrying on the Work that are  
23 permitted to seek payment under RCW 39.08; and
- 24                   (c) \$100,000,000 with respect to any and all other causes  
25 (including unreimbursed expenditures relating to  
26 Deformation as described in Section 5.9.4.3).

27                   **15.16.2 Exclusions**

28                   The caps on liability specified in Section 15.16.1 exclude:

- 29                   (a) any type of damage or loss to the extent it is covered by  
30 insurance (i) required to be carried pursuant to Article 20, or  
31 (ii) which Design-Builder is deemed to have self-insured  
32 pursuant to Article 20;
- 33                   (b) any liability for damages and losses to the extent arising from  
34 fraud or willful misconduct by a DB-Related Entity, and/or  
35 criminal acts (other than violation of a criminal law based  
36 upon strict liability or negligence) by Design-Builder; and
- 37                   (c) any liability for damages and losses to the extent arising  
38 from criminal acts (other than violation of criminal law based  
39 upon strict liability or negligence) by a DB-Related Entity  
40 other than the Design-Builder to the extent said liability for

1 damages and losses are covered by (i) insurance of any  
2 nature carried by a DB-Related Entity regardless of whether  
3 said insurance is required to be carried pursuant to Article 20  
4 and (ii) bonds provided by any DB-Related Entity other than  
5 the Design-Builder.

- 6 21. On page 13 of 24, Appendix 2 **Abbreviations and Definitions**, line 36,  
7 Section 3 **Definitions**, delete “such” between “period,” and “Intervention”
- 8 22. In Addendum No. 17 (Appendix 2), page 17, line 39, delete “on” and  
9 replace with “of”
- 10 23. In Addendum No. 7 (Appendix 2), page 2, add the following definition after  
11 line 22:  
12 **South U-Section** means all Work from the south project limit as described  
13 in the Basic Configuration to the begin Cut-and-Cover as shown in TR  
14 Appendix M1.
- 15 24. In Addendum No. 4 (Appendix 2), page 28, line 37, add “Information” after  
16 “Utility”

17 The **Technical Requirements (Chapter 2)** for this Project is amended as follows:

- 18 1. On page 2.1-8, TR Section 2.1.2.4 **Construction Office**, add the following  
19 paragraph after line 16:  
20 As an option to TR Section 2.1.2.4.1, the 23<sup>rd</sup> and 24<sup>th</sup> floors of office  
21 space at the Wells Fargo building located at 999 – 3<sup>rd</sup> Avenue, Seattle  
22 are available for use by the Design-Builder. The floors are currently  
23 configured for approximately 100 people per floor (approximately  
24 22,000 SF per floor). WSDOT Project personnel would occupy  
25 approximately 0.5 floor in the building and the remaining 1.5 floors are  
26 available for Design-Builder use for the duration of the Project.  
27 WSDOT would be responsible for its own office space, equipment,  
28 parking, and consumables, and will also provide, at no cost to the  
29 Design-Builder, janitorial service, electricity, water and gas in the space  
30 allocated to the Design-Builder. The Design-Builder would be  
31 responsible for its own consumables, equipment, and parking and any  
32 additional tenant improvements they seek. It is envisioned that Design-  
33 Builder and WSDOT construction personnel would be assigned to an  
34 on-site Construction Office once field work began and the requirements  
35 for TR Section 2.1.2.4.1 would be applicable for this site, but with fewer  
36 WSDOT personnel.
- 37 2. On page 2.16-2, Section 2.16.1 **General**, add “Type 316 stainless steel may  
38 be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
39 after line 37.

- 1           3.    On page 2.18-2, Section 2.18.1 **General**, add “Type 316 stainless steel may  
2           be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
3           after line 27.
- 4           4.    On page 2.19-1, Section 2.19.1 **General**, add “Type 316 stainless steel may  
5           be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
6           after line 9.
- 7           5.    On page 2.33-1, Section 2.33.1 **General**, add “Type 316 stainless steel may  
8           be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
9           after line 16.
- 10          6.    On page 2.34-1, Section 2.34.1 **General**, add “Type 316 stainless steel may  
11          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
12          after line 38.
- 13          7.    On page 2.37-1, Section 2.37.1 **General**, add “Type 316 stainless steel may  
14          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
15          after line 29.
- 16          8.    On page 2.39-1, Section 2.39.1 **General**, add “Type 316 stainless steel may  
17          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
18          after line 39.
- 19          9.    In Addendum No. 15 (Section 2.39.4), page 1, line 32, delete “one-hour”  
20          and replace with “two-hour”
- 21          10.  In Addendum No. 15 (Section 2.39.4.7.8), page 2, line 17, delete “one-hour”  
22          and replace with “two-hour”
- 23          11.  On page 2.40-1, Section 2.40.1 **General**, add “Type 316 stainless steel may  
24          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
25          after line 13.
- 26          12.  On page 2.41-1, Section 2.41.1 **General**, add “Type 316 stainless steel may  
27          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
28          after line 9.
- 29          13.  On page 2.42-2, Section 2.42.1 **General**, add “Type 316 stainless steel may  
30          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
31          after line 6.
- 32          14.  On page 2.45-1, Section 2.45.1 **General**, add “Type 316 stainless steel may  
33          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
34          after line 15.
- 35          15.  On page 2.47-1, Section 2.47.1 **General**, add “Type 316 stainless steel may  
36          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
37          after line 24.
- 38          16.  On page 2.49-1, Section 2.49.1 **General**, add “Type 316 stainless steel may  
39          be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
40          after line 24.

- 1           17. On page 2.51-1, Section 2.51.1 **General**, add “Type 316 stainless steel may  
2           be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
3           after line 25.
- 4           18. On page 2.54-2, Section 2.54.1 **General**, add “Type 316 stainless steel may  
5           be replaced with Type 304 stainless steel at the Design-Builder’s option.”  
6           after line 8.
- 7           19. In Addendum No. 8 (Section 2.58.1), page 8, delete lines 18 through 28, and  
8           replace with the following bullet:
- 9                           • Seattle City Light, 115kV Transmission Line Relocation;  
10                           Expected duration: September 2011 to March 2012. Seattle City  
11                           Light (SCL) intends to replace the existing SCFF cables  
12                           currently attached to the Viaduct from approximately S. Yesler  
13                           Way to the Union Substation. This SCL work is expected to be  
14                           completed and ready for transfer of power by March 1, 2012.  
15                           Work will consist of duct bank, vault, and cable installation. See  
16                           Appendix U17.G, Seattle City Light Standards, SCL 115kV  
17                           Transmission Standards.

18 The **TR Appendix** for this Project is amended as follows:

- 19           1. Appendix A1 **List of RFP Documents**, replace with the attached file.
- 20           2. Appendix U17.G **Seattle City Light 115kV System Requirements**, replace  
21           with the attached file (*Changes include clarification of scope of work for*  
22           *work between Yesler Street and King Street (described under Description,*  
23           *Conceptual Adjustment Plan, page 1)*).

24 Proposers shall furnish the Secretary of Transportation with evidence of the receipt of  
25 this Addendum. This Addendum will be incorporated in the contract when awarded and  
26 when formally executed.

27                           **Brian D. Nielsen, P.E.**  
28                           **Engineering Manager**  
29                           **SR 99 Bored Tunnel Alternative**  
30                           **Design-Build Project**