
Eastern Upper Peninsula Transportation Authority

Request for Proposals

Construction of An Ice Class 92' Passenger/Vehicle Ferry

Addendum No. 1

Issued: May, 7th 2021

Pg. 1 of 37.

Paragraph 1 Revise the Bid Completion date from 2:00 p.m. May 21, 2021 to *2:00 p.m. June 25, 2021.*

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Paragraph 2 Omit the first sentence and retain only the second sentence as follows:

Pricing must be made on the EUPTAB Request for Proposal Bid Form (form attached).

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Paragraph 4 Replace with the following:

The successful bidder will be required to furnish a Performance Bond in the full amount of the contract price as security for the faithful performance of this contract or an equivalent form of Surety acceptable to the EUPTAB. The surety on the bond shall be a duly authorized surety company if so used. The successful bidder shall also furnish EUPTAB with Certificates of Insurance showing evidence of the minimum insurance coverages that are required under the contract. The successful bidder will also, before Delivery, discharge all claims, liens, or rights in rem of any kind against the Vessel, including any claims for taxes and shall indemnify and save Owner harmless with respect thereto. The Contractor shall undertake for the benefit of the Owner to lift any liens or encumbrances and pay any taxes and claims arising prior to or as a result of Delivery, or through or from the Contractor its suppliers or subcontractor promptly upon receipt of notice of such lien, encumbrance, tax or claim.

Addendum Number 1 Cont.

Pg. 2 of 37:

Revise Proposal Due Date to *June 25, 2021, 2:00 p.m. E.S.T.*

Revise Notification of intent to award to *July 2021.*

Revise Contract Signature\Notice to Proceed (NTP) to *July 2021.*

Revise Completion Date to “Approximately one (1) year from the NTP or as agreed upon”. It is highly desirable to have the vessel in service no later than early fall 2022.

Pg. 7 of 37; Sect. B.

In the definition of *Contract Delivery Date* add to the last sentence “or the date agreed upon with EUPTA”.

Pg. 8 of 37 Sect. B

Definition of *Payment Bond*, Omit

Definition of Proposal Guaranty, Omit

Pg. 9 of 37; Sect. C.5.

Add to the end of the first sentence “or the date agreed upon with EUPTA”.

Pg. 11 of 37; Sect. 5.

Omit the second sentence “A 5% retainer will be withheld from each billing until final acceptance of the project” and replace with “5% of the final *Delivery and Acceptance*” payment will be with held for 45 days or until all punch list items have been corrected, which ever is later”.

Pg. 12 of 37; Sect. 8.

Omit this section as it is addressed otherwise in the contract.

Pg. 13 of 37; Sect 2.

Revise to read as follows:

Delays due to unforeseen causes beyond the control and without the fault or the negligence of the Contractor, include but are not limited to Acts of God, acts of the public enemy, acts of the State or Federal Government, adverse weather conditions including frozen water or ice conditions in lakes, rivers or launch wells, needed for launching and navigation under this contract, strikes, labor disputes, criminal acts, casualty or other loss of disruption to contractors work force , facilities, equipment or inventories or acts of war or terrorism, priority emergency orders from governmental agencies beyond the control of the Contractor.

Addendum Number 1 Cont.

Pg. 13 of 37; Sect. J.2.

Replace the first sentence with the following:

“The work will be done under the supervision of the Owner and in accordance with the Contract, Plans and Specifications”.

And add, “All work and practices will be conducted in good shipbuilding practice as agreed upon by both the Contractor and the Owner”.

Omit all other parts of this section.

Page 15 of 37; Sect. K.5

Omit the second and third sentence that reads “The Owner’s Representative may at any time. . . .” and “These shall be furnished by the Contractor. . . .”

Page 16; Sect. N

Replace this section with the following:

“Title to all the Contract work, and all material, inventory and equipment to be installed in or placed on board the Vessel, for use in the performance of the Contract work and the Shipyard’s as-built drawings and all work and materials and equipment dedicated to the Contract work shall initially be with the Builder only to the extent such value exceeds payments to date by Owner upon Delivery payment. All work, materials and equipment paid for by Owner shall belong to the Owner, but this paragraph shall not annul, modify or change the risk -of-loss provisions set forth elsewhere in the is Contract. Upon Delivery and final payment, any and all remaining title rights, not already earlier vested in Owner shall pass to Owner.

Pg. 19 of 37; Sect. X

Omit the words “must submit weekly certified payroll statements”.

Pg. 29 of 37;Sect. H.1

Revise to read as follows:

EUPTAB will require Bidders to file with their RFP a statement certifying sufficient financial resources to successfully fulfill the contract responsibilities and deliver the vessel built in accordance with contract documents and within the agreed upon time frame.

Pg. 34 of 37; Sect. X.1.

Omit the following words of the section:

“and the Michigan Department of Transportation. . .” and “and audit. . .”

Addendum Number 1 Cont.

Pg. 35 of 37; Sect. BB.1.

Add at the end of the section the words “ except claims resulting from the negligence or willful acts or omissions of said indemnitee, its agents or employees”.

Sect. BB.2. Omit the words “including the design of the project” and “ operation”.

Sect. EE. Omit in its entirety.