

M5270 – On-Call Marine Repair Service RFP

Addendum No. 1

July 13, 2026

The terms and conditions of the RFP shall remain otherwise unchanged except as specifically provided by this Addendum No. 1.

1. All references to a “Submission Deadline” of July 17, 2026 in the RFP, including but not limited to the cover page and Part I(D)(5)(a), shall change to indicate a “Submission Deadline” of July 24, 2026.
2. Appendix E of the Form Contract attached to the RFP as Exhibit 5 is hereby altered as follows:
 - a. A new Sections (i)(3)(d) is hereby added after Section (i)(3)(c) as follows:

(d) **US Long Shore & Harbor Workers’ Compensation Act.** If the Contractor or its subcontractors work involves floating equipment, barges or floats, or performs marine-related construction, the Contractor, and/or as applicable, its subcontractors, shall purchase and maintain additional US Long Shore & Harbor Workers’ insurance in statutory amounts.
 - b. A new Section (i)(4) is hereby added after Section (i)(3) as follows:

- (4) **Protection and Indemnity Insurance** including Jones Act coverage with a limit of not less than **Five Million Dollars (\$5,000,000)**. Such insurance shall provide coverage at a minimum for loss of life, personal injury and illness of crew, passengers and third-party individuals, damage to cargo on board, damage to piers, docks, buoys and other fixed or floating objects and damage to other vessels and their cargo; Hull and Machinery coverage with a limit of not less than full replacement value of the vessel covering all loss or damage to the vessel from any cause of loss in connection with permitted activity.

To the extent applicable, during the performance of any construction work, restoration or alteration, **“All Risk” Builder’s Risk Insurance** written on a completed value (non-reporting) basis in an amount sufficient to prevent **[CONTRACTOR]** and the Trust from becoming coinsurers under provisions of applicable policies of insurance covering the perils insured under the ISO special causes of loss form extended coverage, including fire, vandalism, malicious mischief, collapse, water damage, and transit and theft of building materials, with deductible reasonably approved by the Trust, as well as during transit and at any off-site storage location intended for use with respect to the **[Site/Premises]**, naming the Trust and **[CONTRACTOR]** as their

respective interests may appear. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation.

If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the **[CONTRACTOR]** shall maintain in full force and effect throughout the term hereof, Contractor's **Pollution Liability Insurance** with limits of not less than **Three Million Dollars (\$3,000,000)**, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically damaged. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Trust arising from **[CONTRACTOR]**'s work.

a. If coverage is written on a claims-made policy, the **[CONTRACTOR]** warrants that any applicable retroactive date precedes the effective date of the **[CONTRACT]**; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two (2) years from the time work under the **[CONTRACT]** is completed.

b. If the **[CONTRACT]** includes disposal of materials from the job site, the **[CONTRACTOR]** must furnish the Trust with evidence of Pollution Legal Liability insurance, in an amount satisfactory to the Trust, that is maintained by the disposal site operator for losses arising from the disposal site accepting waste under the **[CONTRACT]**.