



**SPECTRA**  
BY COMCAST SPECTACOR

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**TO:** Bid Responders

**FROM:** Clark Hughes

**DATE:** January 22, 2020

**SUBJECT: JWBWH WEST HALL SWITCH GEAR REPLACEMENT – ADDENDUM #3**

**00620 Insurance (REVISED)**

The Contractor shall procure and maintain, until Acceptance and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work, insurance for liability for damages imposed by law and assumed under the Contract, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. Within five (5) business days of the Notice of Award, the Contractor shall furnish to the Owner a certificate or certificates of insurance together with declaration pages, in a form satisfactory to the Owner, showing that the Contractor has complied with this Subsection. Insurance binders are not acceptable as a form of insurance certificate. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to the Architect and Owner by certified mail. All certificates, notices, or declaration pages shall be submitted to the Architect (Attention: {Concord Engineering, 2311 Atlantic Avenue, Atlantic City NJ 08401}) and Owner (Attention: Clark Hughes, Spectra Venue Management, 2301 Boardwalk, Atlantic City, NJ 08401). Within five (5) days of commencing Work, the Contractor shall furnish the Owner with a certified copy of each policy of insurance, including the provisions establishing premiums.

Contractor shall obtain and maintain the types of insurance and minimum limits of liability as follows:

- 1. Comprehensive General Liability Insurance.** The minimum limit of liability shall be \$5,000,000 per occurrence as a combined single limit for bodily injury and property. Any excess or umbrella policy obtained by the Contractor so that the minimum limit of liability is provided shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above-required Comprehensive General Liability policy shall name the Owner, its officers, and employees, Casino Reinvestment Development Authority, its officers and employees, and the Casino Licensees and the City of Atlantic City, New Jersey, and their respective governing bodies, as additional insureds.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage. Moreover, such policy shall be endorsed so as to delete any exclusions applying to property damage liability arising from explosions or arising from damage to underground utilities and collapse of foundations.

The insurance policy shall be endorsed to include contractual liability coverage, premises/operations coverage, products/completed operations coverage, broad form property damage coverage, independent contractor's coverage, and personal injury coverage.

The Contractor shall provide documentation from the insurance company that indicates the cost, if any, of naming the Owner, its members, officers, employees, and other parties as additional insureds.

2. **Comprehensive Automobile Liability Insurance.** The policy shall cover owned, non-owned, and hired vehicles with minimum limits of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage, together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equals or is greater than \$5,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.
3. **Owner's and Contractor's Protective Liability Insurance.** The Contractor shall provide a separate Owner's and Contractor's Protective Liability Insurance Policy. The minimum limit of liability shall be \$5,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy is to be written for the benefit of the Owner, its members, directors, officers and employees, and they are to be named as the insured. The Casino Licensees and the City of Atlantic City, New Jersey are to be additional insureds.
4. **Workers Compensation and Employer's Liability Insurance.** Workers Compensation Insurance shall be provided according to the requirements of the laws of the State of New Jersey, and shall include an all states endorsement to extend coverage to any State that may be interpreted to have legal jurisdiction. Employer's Liability Insurance shall be provided with the following minimum limits:
  - a. \$100,000 each accident
  - b. \$100,000 Disease each employee
  - c. \$500,000 Disease aggregate limit

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor does it preclude the Owner from taking such other actions as are available to it under any other provisions of this Contract or otherwise at law.

All proof of insurance submitted to the Owner shall clearly set forth all exclusions and deductible clauses. Standard exclusions will be allowed provided they are not inconsistent with the requirements of this Subsection. Allowance of any additional exclusions is at the discretion of the Owner. Regardless of the allowance of exclusions or deductions, the Contractor shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of the Contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the Owner is continuously in possession of evidence of the Contractor's insurance according to the foregoing provisions.

In the event the Contractor fails or refuses to renew its insurance policy, or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Subsection, the Owner

may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the Owner. The Owner may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. Alternately, the Owner may default the Contractor and direct the Surety to complete the Project. During any period when the required insurance is not in effect, the Architect may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of Contract Time is not due on account thereof. Payment for any of the required insurance for this Project is included in the Total Contract Price, and Contractor shall not be entitled to any further or additional compensation in regard to fulfilling the requirements of this Subsection.

Cc: Jim McDonald  
Eric Taggard  
Marie Remer

**Spectra Venue Management Website | [SpectraExperiences.com](http://SpectraExperiences.com)**