

**TO:** Responders

**FROM:** Clark Hughes

**DATE:** May 9, 2025

**SUBJECT:** ATLANTIC CITY CONVENTION CENTER.JIM WHELAN BOARDWALK HALL  
COMMERCIAL ARCHITECTS – AS NEEDED – ADDENDUM #1

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Responders,

**Question:**

1. Public Works Contractor Registration Certificate – traditionally applies to contracts where prevailing wage is required (for example, some surveying contracts, but not to architects), is this a prevailing wage contract? Works Contractor Registration Certificate – traditionally applies to contracts where prevailing wage is required (for example, some surveying contracts, but not to architects), is this a prevailing wage contract?

**Answer:**

Public Works Certificate does not apply.

**Global Spectrum Contract modification requests:**

3.c. references the indemnification provision, section 14. That indemnity includes an upfront duty to defend, is not proportional and is not limited to our negligence. This makes the requirement overly broad and uninsurable. Would the client consider removing the defense obligation in 3c and 14 and replacing “...arising out of or relating to the Consultant’s act, failure to act, or omission..” with “...to the extent caused by the Consultant’s negligent act, error or omission...”

Request declined

9. Would the client consider adding a clause to allow the Consultant to terminate the agreement for material breach by the client?

Request declined

11. insurance. Some of the wording causes concern from our brokers. Would the client consider replacing “authorized” with “eligible” and “A” with “A-”. Also, our policies do not include an endorsement requiring the carrier to notify our clients of cancellation, change or non-renewal. Would the client consider making this an obligation on the Consultant rather than the

underwriter? Our auto insurance does not include coverage for “owned” vehicles because we don’t have any. Would the client consider removing the requirement for coverage for owned vehicles? In order to ensure compliance with our Professional Liability policy wording, would the client consider removing the separation of coverage for the organization and any licensed professional retained by the organization? Our policy does not have this separation but does include “director, officer, manager, member or employee, including a leased worker and a temporary worker, of the **Named Insured** solely while acting on behalf of the **Named Insured**”. Regarding the requirement to receive a certified copy of our policies including premium information, we consider our insurance policies to be confidential and proprietary and do not routinely provide them to clients. Would the client consider removing this requirement?

Request declined

19. IP. Regarding section 19, Rights in Work Product, would the client consider including a payment obligation as a pre-requisite to their ownership of rights in the work product produced by the Consultant? The client shouldn’t own something they don’t pay for. And in 19e., could the client elaborate on what they mean by this – “Consultant warrants that it has the lawful right to release Work Product of other clients to the CDRA.” Of course, taken literally, this isn’t the case and we don’t have this right from our other clients. Would the client consider removing the first sentence in 19e?

Request declined

Would the client consider including a clause such as the following to ensure a fair and reasonable way to manage the contractually assumed risk under the agreement: In recognition of the relative risks and benefits to both Client and Consultant, Client agrees, to the fullest extent permitted by law, to limit the liability of either party to the other for any and all claims, losses, costs, damages of any nature whatsoever or expenses from any cause or causes, including attorneys’ fees and costs, so that the total aggregate liability of either party to the other shall not exceed the lesser of Consultant’s Professional Services Fee or 500,000 US Dollars. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising.

Request declined

**END OF ADDENDUM #1**

Cc: Jim McDonald  
Jason Resetar