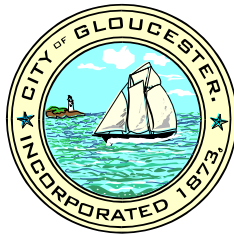


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CITY OF GLOUCESTER

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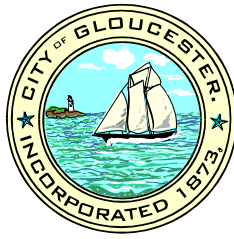
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TO: **All Interested Parties**
 FROM: **Stacey Capone**
 DATE: **February 27, 2023**

Reason(s) for Addendum: This addendum is being issued to respond to the questions asked via email.

Question #1	<p>As written, the City’s indemnification language is overly broad, extends beyond proportionate share and subjects the Contractor to uninsurable claims. Would the City be amenable to modifying this language as follows upon any contract award?</p> <p style="text-align: center;">INDEMNIFICATION AND INSURANCE REQUIREMENTS</p> <p>To the fullest extent permitted by law, the Contractor shall fully indemnify, defend and hold harmless the City of Gloucester, including its officers and employees, from any and all suits, claims, demands, liabilities, liens and causes of action, including any costs, expenses or fees of attorneys or experts, for or on account of any injury to persons, damage to property, fines, penalties, assessments or any loss of whatever kind or nature arising out of or in consequence of the performance of the Contractor under this Contract, to the extent caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by him or anyone for whose acts the Contractor may be liable, regardless of whether it is caused in part by a party indemnified hereunder. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.</p>
Response	<p>The City may agree to add “However, the contractor agrees to indemnify and hold the City harmless when any allegations, claims, notice or acts giving rise to such claims occur or are made”.</p>

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For the contractor:

For the City:

Company Name		City of Gloucester MA
Authorized Signature		Stacey Capone
Title/Printed Name		Purchasing Agent
Date		

Note: All bidders must sign and submit with bid package. Failure to include signed form may disqualify the bid as incomplete.