

Town of Ridgefield  
Office of the Purchasing Manager  
**Addendum Number 2**  
Bid Number 26-10  
*Request for Quotes*  
*Performance-Based Energy Services*

To All Bidders:

The required Hold Harmless agreement is amended as follows;

**1. *The following language is added;* Notwithstanding the foregoing, Contractor's obligations under this Hold Harmless Agreement shall not extend to costs, losses, damages, detriments, claims, demands, or charges that arise out of the sole gross negligence or willful misconduct of the indemnified parties.**

**HOLD HARMLESS AGREEMENT**

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

Notwithstanding the foregoing, Contractor’s obligations under this Hold Harmless Agreement shall not extend to costs, losses, damages, detriments, claims, demands, or charges that arise out of the sole gross negligence or willful misconduct of the indemnified parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this on the \_\_\_\_\_ day of \_\_\_\_\_

Signed, Sealed and Delivered in  
the Presence of:

Signed:

\_\_\_\_\_  
Notary Public  
HOLD HARMLESS