



Legislation Text

File #: 01118, **Version:** 1

Fiscal Note

The 2005 Fire Dept. Operating Budget anticipates continuation of the current contract. The City's existing insurance policy protects the City from the risk imposed by the indemnification and insurance provisions.

Title

Approving City acceptance of a contract with the State of Wisconsin Department of Commerce for the City of Madison Fire Department to provide professional services for tank systems.

Body

The Fire Department is currently providing professional services under contract with the State of Wisconsin Department of Commerce. This contract expires on June 30, 2005. The Fire Department has been notified of the award of another contract to provide professional services for plan review and approval of tank systems and to conduct required inspections. The term of every contract is July 1 2005 through June 30, 2006. The contract may be extended for up to three one-year periods.

Contract language as to indemnification and insurance provisions does not comply with the City's standard policy for contracts. The language is contained in Section I (R) of the contract.

NOW THEREFORE BE IT RESOLVED that City approve acceptance of the contract awarded by the State of Wisconsin Department of Commerce.

BE IT FURTHER RESOLVED THAT the City approve the following indemnification and insurance provisions contained in Section I (R) of the contract:

Disclaimer of Liability and Hold Harmless Provision. Neither the Department, nor any of its officers employees shall be held liable for any improper or illegal, intentional, negligent incorrect performance of the Contract by the Contractor. The Contractor further AGREES TO INDEMNIFY AND HOLD HARMLESS the Department and all of its employees from any loss, liability, costs (including court costs) and attorneys' fees, for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of services, loss of profits or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the performance and/or non-performance of the Contract by the Contractor.

BE IT STILL FURTHER RESOLVED that the Mayor and Clerk are authorized to execute any contract documents.