

ORDINANCE NO. 13 -82

BY: [Signature]

To authorize the Mayor and Auditor to enter into a contract with the CENTRAL OHIO INSPECTION SERVICES to provide electrical safety inspections for the City and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO:

Section 1: That the City of Bexley has been without electrical safety inspection service since January 1, 1982.

Section 2: That the Assistant Service Director, City of Bexley, has investigated and evaluated the various options available to the City for electrical safety inspection services and, after due consideration, recommended to this Council that the City enter into a contract with the Central Ohio Inspection Services.

Section 3: That the Mayor and Auditor are hereby authorized to enter into a contract, as recommended, with the Central Ohio Inspection Services, for a period of February 24, 1982 through December 31, 1983, for the services set forth in the contract; a complete copy of which is attached hereto for reference.

Section 4: That this ordinance is an emergency ordinance necessary for the preservation of the public peace, health, and safety, said emergency being that the contract agreement is necessary before such services can be provided and that the City has been without this necessary service since January 1, 1982, and this ordinance shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: March 8, 1982

[Signature]
President of Council

Attest: [Signature]

Clerk of Council

Approved: March 8, 1982

[Signature]
David H. Madison, Mayor

1st reading Feb 23, 1982
2nd reading March 8, 1982
suspended and adopted

ELECTRICAL INSPECTION SERVICE AGREEMENT

This agreement is for electrical inspection services between the City of Bexley, State of Ohio, (hereinafter called the City), and Central Ohio Inspection Services, (hereinafter called the Inspector):

WHEREAS, the City is planning to retain the services of an electrical inspector certified by the State of Ohio, to perform field inspections during construction; and in consideration of certain amounts hereinafter specified to be paid to the Inspector, the parties agree as follows:

The City hereby hires the Inspector for, and the Inspector agrees to perform, the services herein specified.

Inspector agrees to provide such services in a professional manner by a certified electrical safety inspector.

Inspector shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property and over the work being performed.

Inspector shall indemnify and hold harmless the City from any action which may result from Inspector's negligence and improper work.

Inspector is and shall at all times be an independent contractor. Inspector shall at no time be deemed an employee of the City nor shall the City be deemed to be a partner or associate of the Inspector in the conduct of its business, nor shall the City be liable for any debts or liabilities incurred by the Inspector.

This Agreement shall remain in effect one year and shall automatically be renewed for a period of one year unless either party notifies the other in writing by November 30 of the current year of its intent to terminate this Agreement.

The fees for electrical inspection services to be charged by the Inspector shall be as follows:

80% of normal permit fees collected by the City
Minimum Fee of \$10.00 per trip.

If more than one inspection is necessary because of faulty construction or an additional trip is caused by improper address or locked premises, an additional charge of \$16.00 minimum per trip not to exceed double the inspection fee will be made for each inspection, to be ultimately paid by Applicant.

The City shall collect all fees due from permit applicants. Inspector will invoice the City for inspection services rendered on a bi-weekly basis (subject to change based on volume).

CENTRAL, OHIO INSPECTION SERVICES

By

~~W. E. Palmer~~

Accepted:

By:

Date: March 9, 1982