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OHIO TURNPIKE COMMISSION

Certified Copy of Resolution No. 72-1952 Providing for Schedule of Payments to Consulting Engineers; Acceptance and Certificate

I, A. J. Allen, Secretary-Treasurer of the Ohio Turnpike Commission, do hereby certify that the following is a true copy of the aforesaid resolution which was duly adopted at a meeting of the Commission, duly called for and convened and held on August 29, 1952, at which a quorum was at all times present and voting:

WHEREAS the contract between the Commission and J. E. Greiner Company with respect to the consulting engineering services to be rendered by said Company which is embodied in its written offer to the Commission under date of September 27, 1951, and the Commission's acceptance dated October 2, 1951, specifies what compensation shall be payable to J. E. Greiner Company for its said services and the basis which said compensation shall be computed, and said contract further provides that the compensation payable thereunder will be payable in monthly installments based upon a schedule of payments mutually agreeable to the Commission and the consulting engineers;

WHEREAS at the time the aforesaid contract was entered into, the Commission had no funds and did not know when or whether it would have funds and, therefore, it was at that time virtually impossible to adopt the schedule of payments required by the contract;

WHEREAS the Commission now has funds available, services have been rendered by said consulting engineers under said contract continuously since October 2, 1951, and are required to be rendered continuously henceforth until the completion of Ohio Turnpike Project No. 1; and

WHEREAS the Commission is now able to determine and agree upon a schedule of payments which will be agreeable to it;

NOW THEREFORE BE IT

RESOLVED that, if J. E. Greiner Company shall accept the

arrangements embodied in this resolution and shall, in writing, certify that in its opinion the total of any payments which will have been made to it under the following schedule and arrangements will not, as of any given time, exceed an amount equal to reasonable compensation for services which are required by the aforesaid contract to be rendered, and which actually will have been rendered, by said consulting engineers as of such time, then monthly payments shall be made under said contract to J. E. Greiner Company as follows:

1. On or before September 15, 1952, there shall be paid a sum of money equal to 11% of the estimated aggregate compensation to be paid under paragraphs 26 and 27 of the aforesaid contract; provided, however, that in determining the amount of such "estimated aggregate compensation," the estimated costs of restaurants and service stations shall not be included.
2. For the 11-month period commencing on September 1, 1952 and ending on July 31, 1953, there shall be paid on or before the 15th day of each of October, November and December 1952, and January, February, March, April, May, June, July and August of 1953, a sum of money equal to 3% of the estimated aggregate compensation to be paid under paragraphs 26 and 27 of the aforesaid contract; provided, however, that in determining the amount of such "estimated aggregate compensation," the estimated costs of restaurants and service stations shall not be included.
3. On or before the 15th day of September 1953 and on or before the 15th day of each month thereafter, until the total amount payable under the contract shall have been paid, there shall be paid a sum of money equal to 2% of the estimated aggregate compensation to be paid to said consulting engineers under paragraphs 26 and 27 of said contract; provided, however, that in estimating the amount of such "estimated aggregate compensation," the estimated costs of restaurants and service stations shall be included; and provided further that whenever all the work required of said consulting engineers under said contract shall have been completed, then all remaining amounts due to said consulting engineers under said contract shall be accelerated and a final bill shall be rendered by them to the Commission. Said final bill shall specifically set forth the aggregate amount of compensation due under each item of said contract, the total amount paid on account, and the balance due, and said balance shall be paid within 15 days from the date of submission of said final bill, provided it be found to be correct and accurate.

FURTHER RESOLVED that the term "estimated aggregate compensation" as used above in this resolution shall (subject to the provisions of the next following paragraph) be determined in each case by applying the percentages set forth above to the estimated "construction cost" and the estimated "cost of utility adjustments" of Ohio Turnpike Project No. 1 as the same are set forth in the "Engineering Report, The Ohio Turnpike, Prepared for the Department of Highways of the State of Ohio" by J. E. Greiner Company and dated August 15, 1951; subject to the proviso that estimated costs of restaurants and service stations (which are not included in the aforesaid report) shall be as estimated or approved by the chief engineer of the Commission;

FURTHER RESOLVED that on March 31, 1953, and each three months thereafter, the Commission's chief engineer shall review, in the light of information then available to him, the aforesaid estimated construction costs and estimated costs of utility adjustments and shall make such revision in the total amount of each thereof as appears to him to be necessary, and such revised amounts shall be used as the basis for computing "estimated aggregate compensation" with respect to all monthly payments to be made to the consulting engineers thereafter, and until changed by him as a result of any subsequent such review by the chief engineer; and within ten days after the dates specified above for such reviews by the chief engineer, he shall, in writing, inform J. E. Greiner Company of the results of his review; and

FURTHER RESOLVED that upon J. E. Greiner Company's acceptance thereof, this resolution and such acceptance shall be a part of the aforesaid contract accepted on October 2, 1951.

WITNESS my hand and the seal of the Ohio Turnpike Commission, August 29, 1952.

A. J. Allen, Secretary-Treasurer

Acceptance and Certificate

J. E. Greiner Company hereby accepts the schedule^{and} arrangements embodied in the foregoing resolution and certifies that, in its opinion the total of the payments which will have been made to it thereunder will not, as of any given time, exceed an amount equal to reasonable compensation for services which are required.

by the aforesaid contract to be rendered, and which actually will have been rendered,
by J. E. Greiner Company as consulting engineers under the aforesaid contract as of
such time.

This the 29th day of August, 1952.

J. E. GREINER COMPANY

By E. J. Donnelly, Partner