

## OHIO TURNPIKE COMMISSION

Resolution No. 43 - 1955 Authorizing Waiver  
of Certain Notices by Contracting Engineers

WHEREAS the Commission has entered into contracts with each of the "Contracting Engineers" for Ohio Turnpike Project No. 1, each of which contracts bears the title "Engineering Agreement";

WHEREAS said engineering agreements contain provisions whereby additional fees are payable in the event the Contracting Engineer is required, by order of the Commission, to make any changes in work already satisfactorily performed by the Contracting Engineer;

WHEREAS each such agreement further provides that no such fee shall be payable unless the Contracting Engineer shall deliver to the Commission within fifteen days after the completion of said extra services a demand in writing for the additional fee, together with an itemized accounting of the salary cost incurred in performing said extra services and directly chargeable thereto;

WHEREAS in certain instances it appears to have been impractical for the Contracting Engineer concerned to make such submission within said fifteen days due to the complex nature of the billing required, and in such instances the detailed information required to support the demand could be furnished and submitted within said fifteen days, if at all, only at the expense of the Contracting Engineer's performance of other more urgent obligations imposed upon the Contracting Engineer by the engineering agreements;

WHEREAS it further appears that in some such instances, and also in other instances in which there may be less apparent reason for delay in submission of the aforesaid demands, supported as required, within said fifteen days, it is clear that extra work within the meaning of ¶6 of each of said agreements has been authorized and has been performed, and that to refuse payment thereof would result in the retention by the Commission of benefits to it from such services without compensation to the Contracting Engineer who conferred them;

WHEREAS any convenience which would have resulted to the Commission in being apprised at an earlier date of the extent of its obligations to pay for the performance of such extra work in such instances would have been of only minor importance, as compared with the importance of a refusal to pay for services authorized and satisfactorily rendered, and the Commission has not in the instances referred to been otherwise prejudiced by the failure to submit the demand and supporting data within said fifteen days; and

WHEREAS the Commission's consulting engineer and chief engineer have brought the aforesaid situation to its attention, and have recommended that it grant authority to waive said requirement for the submission within the stipulated period of said demand and supporting data, and the Commission's general counsel has advised it that it may legally grant such authority;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director be, and he hereby is, authorized from time to time and upon the conditions hereinafter set forth to waive the requirement of ¶6 of each of the Commission's "Engineering Agreements" that the Contracting Engineer, within fifteen days after the completion of extra services performed pursuant to said ¶6, deliver to the Commission a demand in writing for an additional fee together with an itemized accounting of the salary cost in performing said extra services and directly chargeable thereto; and

FURTHER RESOLVED that the executive director shall waive said requirement <sup>only</sup> upon recommendation of the consulting engineer, and, <sup>only</sup> in the opinion of the executive director, it shall have been impractical for the contracting engineer to have submitted the aforesaid demand in writing and itemized accounting within said fifteen days or the Commission has not been prejudiced by the failure to submit same within said time.