

OHIO TURNPIKE COMMISSION

Resolution No. 69-1955 Pertaining to Final
Payment to Contractors in Certain Instances
Not Heretofore Provided For

WHEREAS in some instances contractors having contracts with the Commission for the construction of one or more portions of the Ohio Turnpike, including contractors having contracts for the construction of bridges or buildings, as well as roadway-construction contractors, have not completed the work specified under the contracts to be completed by the day or days therein mentioned as being the time for the completion of such work;

WHEREAS in a number of such instances, the Commission has been advised by its contracting engineer responsible for the supervision of the work concerned and by its consulting engineer and its chief engineer that it has not been damaged by the fact that said work has not been fully completed within the time specified therefor, as mentioned above; and

WHEREAS the Commission's consulting engineer, chief engineer, and executive director have recommended that final payment be made under such contracts without deduction of any amount for damages, in any such cases in which it shall appear, at the time that final payment is proposed to be made, that the Commission shall not have been damaged;

NOW, THEREFORE, BE IT

RESOLVED that the Commission's executive director and general counsel, acting jointly, may, upon the recommendation or concurrence of the consulting engineer, direct that final payment be made under any of the commission's roadway-construction, bridge-construction, or building-construction contracts, notwithstanding any delays which may have occurred in the performance thereof; provided that, in any case in which they shall deem it necessary or desirable, the executive director and general counsel may require that such final payment be accompanied by a written reservation, in form satisfactory to general counsel, of the Commission's rights to damages for breach by the contractor of the contract.