

OHIO TURNPIKE COMMISSION

Resolution No. 7 -1956 Waiving Certain Requirements With Respect to Compensation For Extra Services -- Design Section D-16

WHEREAS the Commission entered into a contract with the J. E. Greiner Company as contracting engineer for design section D-16, Ohio Turnpike Project No. 1, said contract being entitled "Engineering Agreement";

WHEREAS §6 of said contract contains a provision whereby said contracting engineer is required to submit a demand for additional fees payable thereunder within 15 days after the rendition of the services for which said additional fees are payable, together with an itemized accounting of the salary cost incurred in performing said services;

WHEREAS said contracting engineer performed extra work within the meaning of said contract, with respect to the redesign of the Maumee River Bridge, which redesign was ordered by the Commission through no fault of said contracting engineer;

WHEREAS said contracting engineer did not submit said demand and accounting within the time prescribed as hereinabove stated, but the Commission nevertheless did receive the benefit of the extra work for which additional fees are otherwise payable, and the Commission is advised by its chief engineer and executive director that the Commission was not prejudiced by the delay in submission of said demand and accounting, which was heretofore submitted although not within said 15 days, and there is no dispute with respect to the amount of said additional fees;

WHEREAS the Commission desires to pay for said services, which were satisfactorily rendered, as it has done in other such instances in which the submission of similar demands and accountings by contracting engineers within the time prescribed has proved to be impracticable, or in any event has been found to have caused no prejudice to the Commission; and

WHEREAS the Commission's executive director and chief engineer have recommended that it make such payment and its general counsel has advised it that it may legally do so;

NOW, THEREFORE, BE IT

RESOLVED that the Commission finds that the J. E. Greiner Company, contracting engineer for design section D-16 of the Ohio Turnpike, was ordered to and did render extra services for which additional fees are payable under its engineering agreement with the Commission in the amount of \$2,026.84, and that the Commission has suffered no prejudice as a result of said contracting engineer's failure to submit a demand and accounting for such fees within 15 days following the rendition of said services; and

FURTHER RESOLVED that the Commission pay, and it hereby directs its comptroller to pay, the invoice heretofore submitted for said additional fees in an amount not to exceed said \$2,026.84, upon receipt of said invoice bearing the approval of the chief engineer and upon fulfillment of the other prerequisites to the payment of an amount due under a contract, notwithstanding the failure of the said contracting engineer to submit a demand and accounting for said fees within 15 days after the rendition of the extra services to which they relate.