

OHIO TURNPIKE COMMISSION

Resolution No. 16-1956 Authorizing Supplemental
Agreement with J. E. Greiner Company

WHEREAS the Commission has heretofore, on September 21, 1951, entered into a contract with the J. E. Greiner Company, a partnership, which provided for the rendition by said company of certain services as consulting engineers;

WHEREAS a dispute has arisen between the Commission and the J. E. Greiner Company with respect to the time when the services of the J. E. Greiner Company are completed under the terms of said contract;

WHEREAS the J. E. Greiner Company has, notwithstanding such dispute, been continuing the performance of the services provided for in said contract and without conceding that they are obligated so to do; and

WHEREAS the Commission and the said J. E. Greiner Company now desire to supplement and amend said contract;

NOW, THEREFORE, BE IT

RESOLVED that the chairman be, and he hereby is, authorized to enter into a supplemental agreement for a term not to exceed one year from and after January 1, 1956, with the said J. E. Greiner Company which may provide for the performance by said company of any or all of the services stipulated to be performed by "Consulting Engineers" in the Trust Agreement dated June 2, 1952, by and between the Ohio Turnpike Commission and The Ohio National Bank of Columbus, as trustee, and The National City Bank of New York (now The First National City Bank of New York), as co-trustee, and which may provide for the continued performance of any or all of the services specifically provided for in the contract between the Commission and the said J. E. Greiner Company dated September 21, 1951;

FURTHER RESOLVED that the total compensation payable under said agreement shall not exceed the amount of \$4,000 per month for the months of January through June, inclusive, 1956, the amount of \$5,000 per month for the months of July through September, 1956, and the amount of \$5,000 per month for the months of October through December, 1956; provided, moreover, that any such contract may contain a provision for renegotiation of the amount of compensation for the months of October through December, 1956, upon notice to the Commission by the J. E. Greiner Company prior to September 1, 1956, and for termination on September 30, 1956, in default of agreement between the parties upon such renegotiation prior to said date; and provided further that any such agreement may provide for the furnishing of office space to said J. E. Greiner Company as consulting engineers in the administration building at Berea, Ohio or in the headquarters building in Columbus, Ohio; and provided further that in addition to the above compensation, said contract may obligate the Commission to reimburse the J. E. Greiner Company for its out-of-pocket direct expenses incurred in performing the services required of the consulting engineers under Article V, §501, of the aforesaid trust agreement, provided, however, that the maximum amount of such reimbursable expenditures shall be stated by the J. E. Greiner Company in advance of making any such expenditures and shall be reimbursed by the Commission only to the extent that such expenditures are approved by the Commission in advance; and

FURTHER RESOLVED that said agreement may contain such specific provisions for accomplishing the general objectives of this resolution, not inconsistent therewith, as shall be deemed by the chairman to be desirable, and that the chairman be, and he hereby is, authorized to do any and all things necessary to carry out the terms of this resolution and of the agreement hereby authorized to be entered into.

(TUMBLE)