

OHIO TURNPIKE COMMISSION

Resolution Authorizing Acceptance of Proposal
for Consulting Engineering Services

WHEREAS the J. E. Greiner Company - Ohio, a partnership comprised of Frank T. Callahan of Tampa, Florida, James E. Sawyer of Baltimore, Maryland, and William R. Fleischman of Berea, Ohio, as partners, is presently performing the duties of consulting engineers in connection with the maintenance and operation of the Ohio Turnpike under an agreement with the Ohio Turnpike Commission which expires by its own terms on December 31, 1978; *81*

WHEREAS the duties of the J. E. Greiner Company - Ohio under said agreement are those duties required of the consulting engineers in connection with the maintenance and operation of the Ohio Turnpike by the trust agreement dated June 1, 1952 between the Ohio Turnpike Commission and The Ohio National Bank of Columbus, as trustee, and The National City Bank of New York (now Citibank, N.A.), as co-trustee;

WHEREAS the J. E. Greiner Company - Ohio has submitted to the Commission a proposal for an agreement for the continuation of its services in the aforesaid capacity, together with suggestions as to the possible desirability or need for a separate agreement covering actions different from those provided for in, or outside the scope of, the aforesaid agreement which may be required in the event of the retirement of the Commission's bonded indebtedness;

WHEREAS the J. E. Greiner Company - Ohio and the Commission desire to enter into a new agreement for the continuation of engineering services related to maintenance and operation of the Ohio Turnpike for a three-year period beginning January 1, 1978 and expiring December 31, 1981, unless sooner terminated by mutual agreement or in accordance with terms to be incorporated therein providing for its termination in the event that the services to be provided are no longer required by the trust agreement due to the retirement of the debt secured by said trust agreement, or unless such agreement shall be terminated by cancellation upon reasonable notice as may also be provided for therein;

WHEREAS the parties further desire to provide that they may enter into an agreement at a future date for the performance of actions by the J. E. Greiner Company - Ohio relating to the termination of its services in the event of completion, including imminent completion, of retirement of the Commission's bonded indebtedness, and that the aforesaid agreement for the maintenance and operation shall not constitute any impediment to the execution of such an additional agreement at a future date if deemed appropriate by the parties, and that such additional agreement may be in addition to or in substitution for the agreement for consulting engineering services relating to the maintenance and operation hereby authorized; and

WHEREAS said J. E. Greiner Company - Ohio has informed the Commission that it has been advised that the compensation which it has proposed for the performance of its services is within the guidelines established by the President of the United States, and that should such advice be incorrect, the J. E. Greiner Company - Ohio will voluntarily reduce its charges to the Ohio Turnpike Commission so as to effect such compliance to the extent that such charges to the Ohio Turnpike Commission are proportionately related to excess increases causing the failure of compliance;

NOW, THEREFORE, BE IT

RESOLVED that the executive director be, and hereby he is, authorized to enter into an agreement for the continuation of the employment of the J. E. Greiner Company - Ohio as consulting engineers in connection with the maintenance and operation of the Ohio Turnpike as required in the trust agreement dated June 1, 1952 between the Ohio Turnpike Commission and The Ohio National Bank of Columbus, as trustee, and The National City Bank of New York (now Citibank, N.A.), as co-trustee;

FURTHER RESOLVED that while such agreement shall be in effect the compensation of the consulting engineers under such agreement shall be \$10,500 per month during 1979, \$11,250 per month during 1980 and \$12,000 per month during 1981; and

13,200
14,500
15,900

see notes
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FURTHER RESOLVED that said agreement shall be generally in the form heretofore used for such agreements, with such changes as shall be deemed by the Commission's executive director and general counsel to be necessary or appropriate to accommodate the approaching retirement of the Commission's bonded indebtedness, including one or more provisions relating to the termination of the services of the consulting engineers as hereinabove mentioned, and also with an appropriate additional provision for the revision of the compensation of the consulting engineers in the event that it should be determined that the presidential guidelines have been inadvertently exceeded in the proposal of the consulting engineers.

(Resolution No. 13-1978 adopted December 19, 1978)

Copies hereof distributed 12/20/78 to:

- Commission Members
- Executive Director
- Deputy Executive Director-Chief Engineer
- Director of Administrative Services
- Purchasing Agent
- J. E. Greiner Co. - Ohio (2)
- Director of Operations
- Director of Information & Research(25)
- Squire, Sanders & Dempsey
- Comptroller