

12/17/81

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, 1981;

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, (now BancOhio National Bank), 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, 1982 and expiring December 31, 1984, 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

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, (now BancOhio National Bank), 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 \$13,200 per month during 1982, \$14,500 per month during 1983, and \$15,900 per month during 1984; and

FURTHER RESOLVED that said agreement shall be generally in the form heretofore used for such agreements, and shall include appropriate provisions 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.

(Resolution No. **18** - 1981 adopted December 17, 1981)