

MINUTES OF THE TWO HUNDRED AND TWENTY-SIXTH MEETING
March 4, 1969

Pursuant to bylaws the Ohio Turnpike Commission met in regular session in the conference room of the Ohio Department of Highways building at 139 East Gay Street in Columbus, Ohio at 11:00 A.M. on March 4, 1969 with the key members of the staff; a representative, Mr. H. A. Harnden, of the Consulting Engineers; a representative, Mr. P. Joseph Sesler, of the Trustee; and others in attendance.

The meeting was called to order by the Chairman, the roll was called, and the attendance was reported to be as follows:

Present: Redman, Chastang, Teagarden, Wilson, vice P. E. Masheter, Shocknessy.

Absent: None.

The Chairman announced that a quorum was present. He said Mr. P. E. Masheter, the Ohio Director of Highways, was being represented by Mr. Wilson in accordance with the opinion of General Counsel to the Commission.

A motion was made by Mr. Chastang, seconded by Mr. Redman, that the minutes for the meeting of February 4, 1969 which had been examined by the Members and on which the corrections suggested by the Members had been made be approved without reading.

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Chastang, Redman, Teagarden, Wilson, Shocknessy.

Nays: None.

The Chairman said the minutes stood adopted with all Members voting in the affirmative.

The Chairman reported that the February traffic was very high, setting a record for the month of February. He said the revenue was \$2,160,000, which was \$146,000 more than the previous best February, that of 1968 which had 29 days.

The Chairman reported also that the Trustee purchased \$170,000 in bonds since the last meeting, making the total of bonds retired \$101,139,000. He said the bonds outstanding totaled \$224,861,000.

The Chairman reported also that there were no fatal accidents on the turnpike in February.

The Chairman reported also that at the last meeting he mentioned some criticism the Commission had had from The Journal of Lorain, Ohio. He said that since then the Members had received a copy of the Chairman's letter to Representative Donald J. Pease of the Ohio General Assembly who had made an inquiry pursuant to the publicity. He read Representative Pease's reply to that letter as follows:

"February 20, 1969

"James W. Shocknessy, Chairman
Ohio Turnpike Commission
682 Prospect Street
Berea, Ohio 44017

"Dear Mr. Shocknessy:

"Just a note to thank you for your very complete and extensive reply to my letter about food service on the turnpike. I have not contacted the Lorain Journal, so I don't know what the attitude of the editor is toward the facts you present, but I certainly was impressed with the thoroughness of the material. I very much appreciate the great amount of time you must have spent compiling it.

"Sincerely yours,

/s/ Donald J. Pease

DONALD J. PEASE
State Representative
75th House District

"DJP/blb"

The Chairman said the letter was compiled by the Executive Director and the Director of Information and Research and other

members of the staff and he congratulated them on the superb job they had done. He said the letter completely annihilated the criticism. He said Senator John H. Weeks of the Ohio General Assembly had said the same thing in his letter addressed to the Chairman under date of February 11, 1969.

The Chairman reported with respect to the Interstate Coordinators' Conference that it had been decided that visits would be made by representatives of the Conference, including representatives of the Bureau of Public Roads, to each of the fourteen Ohio metropolitan-area study groups.

The Chairman said that in the absence of questions the report of the Chairman was accepted as offered. He said the report of the Secretary-Treasurer, Mr. Chastang, would be received.

The Assistant Secretary-Treasurer, John Soller, reported for the Secretary-Treasurer that since the last meeting the following had been sent to all Members:

1. Traffic and Revenue Report for January 1969.
2. Financial Statements as of January 31, 1969.
3. Draft of the minutes of the February 4, 1969 meeting.

In response to a question by Mr. Chastang, Mr. Soller said that Ohio Turnpike bonds purchased in February were obtained at prices ranging from 85 to 85-1/4.

The Chairman said the report of the Secretary-Treasurer was accepted as offered. He said the report of the Committee on Budget and Finance would be received.

The chairman of the Committee on Budget and Finance, Mr. Redman, reported that he would have a comparison between budgeted and actual expenses during 1968 to present at the next meeting.

A resolution increasing compensation of Executive Director was moved for adoption by Mr. Redman, seconded by Mr. Teagarden, as follows:

RESOLUTION NO. 2-1969

"WHEREAS it is the wish of the Commission to take note of, and

give recognition to, the excellent service which the executive director is providing the Commission;

"NOW, THEREFORE, BE IT

"RESOLVED that the salary of the executive director of the Commission, Mr. Russell S. Deetz, be \$22,000 per annum effective March 1, 1969."

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Redman, Chastang, Teagarden, Wilson, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members voting in the affirmative. The resolution was identified as No. 2-1969.

The Chairman addressed the Executive Director and said the action of the Commission was to let him know that the Commission was satisfied with what he had done in the seven months he had been on the job. He said the Commission wanted to encourage him to continue with the good work. The Executive Director thanked the Commission.

The Chairman said the report of the Committee on Budget and Finance was accepted as offered. He said the report of the Committee on Service Plazas would be received.

The chairman of the Committee on Service Plazas, Mr. Teagarden, reported that in order to learn how customers at the turnpike restaurants felt about the food service operations the Department of Patron Services conducted a study by soliciting comments from patrons on a business reply card. He said that over a two-week period members of that department visited the restaurants and passed out cards which invited the patrons to comment on the quality of food, employee courtesy, restaurant cleanliness, rest room cleanliness and whether or not portions were adequate. He said the patrons were also asked to make suggestions and/or comments regarding the restaurant operations.

Mr. Teagarden said further that 25 cards were handed out at each restaurant and distribution was staggered so a reading would be made on different days and at different hours. He said the 310 returns from the

400 card survey showed that, of the patrons frequenting turnpike restaurants, 95 percent thought the quality of food was satisfactory or better; 99 percent indicated that employee courtesy was satisfactory or better; 99 percent indicated the cleanliness of the restaurant was satisfactory or better; and 91 percent felt that portions were adequate. He said only 6 percent of the cards had comments adverse to restaurant prices, and 6 percent of the cards had comments which praised the turnpike restaurant operations. He said a few of those comments were: "Cheerful service, this adds so much when partaking of food;" "Have always found Howard Johnson's satisfactory;" "People were nice and food was good;" "Everything was excellent;" "One of the best, if not the best, restaurants on the pike and that's from Detroit to New York!"

Mr. Teagarden said further that the survey indicated that there were many patrons who were satisfied with the turnpike restaurants.

In response to a question by Mr. Chastang, the Executive Director said the critical comments on the cards concerned basically prices of food and, in a few cases, the presentation of food; i. e., eggs which were fried hard when they were wanted soft. He said cleanliness was generally reported to be good.

Mr. Teagarden reported also that the Committee on Service Plazas had started a review of the current restaurant contracts with the idea of developing a list of items which should be included in the new contracts to be awarded in 1970. He said that with the experience gained over the past thirteen years, it was felt that certain changes could be made in the contracts which would benefit the turnpike restaurant patron.

Mr. Teagarden reported also that the "shopper" was continuing her periodic inspections of the restaurants and her reports indicated that conditions in the main were favorable. He said the areas where problems were observed seem to be in the presentation and appearance of food. He said that when a problem was found, it generally related to poor supervision by the unit manager. He said that when the shopper's reports were forwarded to the restaurant operators, immediate corrective measures were taken.

The Chairman said that in the absence of further questions, the report of the Committee on Service Plazas was accepted as offered. He said the report of the Committee on Employee Relations would be received.

The chairman of the Committee on Employee Relations, Mr. Teagarden, reported that on February 17, 1969 a two-hour meeting was held at the Commission's Administration Building with all staff members and field supervisory employees in toll collection, maintenance, and traffic and safety in attendance for a discussion of the recently revised Employee Manual. He said the meeting was presided over by the Executive Director with William C. Hartman of Squire, Sanders & Dempsey, Legal Advisor to the Commission's Committee on Employee Relations, explaining in detail most sections of the Manual. He said specific emphasis was placed upon understanding, interpretation and application of the working rules and the grievance procedure. He said a question and answer period was included, allowing further clarification of the Manual.

Mr. Teagarden said further that the Executive Director had advised him that that was the first meeting ever held that brought together all department heads, staff members and field supervisory employees in toll collection, maintenance, and traffic and safety, and that the meeting not only served an informative purpose but also as a get-acquainted opportunity between supervisory personnel of the various departments, sections and field installations.

Mr. Teagarden said further that it was the opinion of the Committee and also of the Executive Director that meetings of that nature should be held on occasion. He said they led toward uniformity and gave those supervisors who had not yet had certain personnel problems an opportunity to learn the experience of others in handling them.

The Chairman said he thought the Commission was going to do very well with its employee relations. He said copies of the Commission's Employee Manual had been sent to the Governor and to a number of public officials, including Representative Robert E. Levitt of the Ohio General Assembly. He said he thought it could be said without fear of contradiction that the Ohio Turnpike Commission was the one agency of the State government that had maintained a consistent labor relations policy over a period of years. He said the Commission had had a grievance procedure for more than fourteen years. The Chairman said he thought the Commission had had an enlightened approach to public employment always. He said he was very proud of the record that the Commission had of maintaining fair and just conditions for its employees. He said he thought if all agencies of government had instituted a program of employee relations as early as the Commission did there would not have been so much dissent currently among public employees.

The Chairman thanked Mr. Teagarden for the report of the Committee on Employee Relations and said it was accepted as offered. He said the Executive Director would offer the report of the Committee on Safety.

The Executive Director displayed photographs of the median guard rail installed on an experimental basis between Mileposts 126 and 127. He said the installation was completed on February 7 except for restoration of adjacent grass areas disturbed or destroyed by construction work. He said those areas would be seeded in the early spring. He said there had not been a single instance of a vehicle striking the barrier.

The Executive Director reported for the Committee also that an article in the Columbus (Ohio) Evening Dispatch of March 2, 1969 reported that 1968 annual accident statistics issued by the International Bridge, Tunnel and Turnpike Association, Inc. showed that the ratio of deaths per 100,000,000 vehicle miles of travel averaged 2.7 for all toll roads and that the Ohio Turnpike bettered the national average with a ratio of 2.6.

The Chairman said that in the absence of questions, the report of the Committee on Safety was accepted as offered. He said the report of the Executive Director would be received.

The Executive Director reported that at the meeting of the Commission in February he reported that the 1969 resurfacing program on the Ohio Turnpike included five projects and that he expected to be ready to recommend award of contracts at the March meeting of the Commission.

The Chairman interjected to say he had had a call from the president, Walter C. Mercer, of The Ohio National Bank of Columbus, the Trustee for Ohio Turnpike bondholders, a couple of weeks before asking whether the Commission could postpone receipt of bids on one of the contracts until a bidder who had been in touch with him could get a chance to bid. The Chairman said he told Mr. Mercer that the contracts had been advertised and that the Commission was not going to cancel an advertisement on such a request. He said Mr. Mercer was new on the job or he would not have posed the question. He said he told Mr. Mercer that when he got a request that was not customarily the Trustee's area to refer it to the Commission, and to tell any contractor who called the Trustee that the Trustee was not concerned with the management of the turnpike and that such an inquiry should be made directly to the Executive

Director in Berea. The Chairman said that was what he would do and what he would expect the Trustee to do. Mr. Chastang said that was what all the Members did. He said the Members did not deal directly with anyone.

The Executive Director said further that bids were opened on the five resurfacing projects on February 25. He said that on Project No. RMP 59-69-1, which covered original construction sections C-44 and C-45 between Milepost 63.1 and Milepost 71.2 a distance of 8.1 miles in Wood County, two bids were received. He said the low bid was submitted by The Wm. L. Schloss Paving Company of Cleveland, Ohio in the amount of \$1,211,410.00. He said the low bid was 4.7 percent above the Commission's estimate of \$1,155,808.00.

The Executive Director said further that the Consulting Engineers had examined the bids and recommended an award to the low bidder. He said the Chief Engineer had concurred in the recommendation of the Consulting Engineers. He said the General Counsel had examined all bids and related documents and had advised that the Commission might lawfully award a contract to the low bidder. He said that, accordingly, it was his recommendation to the Commission that favorable action be taken on the resolution prepared for the purpose of making an award of Contract No. RMP 59-69-1 to the Wm. L. Schloss Paving Company of Cleveland, Ohio in the amount of \$1,211,410.00.

A resolution awarding Contract RMP 59-69-1 was moved for adoption by Mr. Wilson, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 3-1969

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-44 and C-45, between Milepost 63.1 and Milepost 71.2 in Wood County, Ohio, which contract is designated Contract RMP 59-69-1, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon to the Commission with respect to said analysis and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all of the aforesaid bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the bid of The Wm. L. Schloss Paving Co., Cleveland, Ohio, for the performance of said Contract RMP 59-69-1, is, and is by the Commission determined to be, the lowest of all said bids for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The Wm. L. Schloss Paving Co., Cleveland, Ohio, in the amount of \$1,211,410.00 for the performance of Contract RMP 59-69-1 be, and hereby it is, determined to be the lowest and best of all said bids and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them respectively, (3) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Wilson, Chastang, Redman, Teagarden, Shocknessy.

Nays: None.

The Chairman said the resolution stood adopted with all Members voting in the affirmative and the contract would be awarded under its

terms. The resolution was identified as No. 3-1969.

The Executive Director reported also that on Project No. RMP 59-69-2, which covered original construction sections C-28, C-29 and part of C-31 between Milepost 118.1 and Milepost 127.3 a distance of 9.2 miles in Erie County, three bids were received. He said the low bid received was submitted by Northern Ohio Paving Company of Twinsburg, Ohio in the amount of \$1,358,636.00 which was 1.0 percent over the Commission's estimate of \$1,345,142.00.

The Executive Director said further that the Consulting Engineers had examined the bids and recommended an award to the low bidder. He said the Chief Engineer had concurred in the recommendation of the Consulting Engineers. He said the General Counsel had examined all bids and related documents and had advised that the Commission might lawfully award a contract to the low bidder. He said that, accordingly, it was his recommendation to the Commission that favorable action be taken on the resolution prepared for the purpose of making an award of Contract No. RMP 59-69-2 to Northern Ohio Paving Company of Twinsburg, Ohio in the amount of \$1,358,636.00.

A resolution awarding Contract RMP 59-69-2 was moved for adoption by Mr. Wilson, seconded by Mr. Teagarden, as follows:

RESOLUTION NO. 4-1969

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-28 and C-29 and a part of original Construction Section C-31, between Milepost 118.1 and Milepost 127.3 in Erie County, Ohio, which contract is designated Contract RMP 59-69-2, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon to the Commission with respect to said analysis and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all of the aforesaid bids for said contract were solicited

on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the bid of Northern Ohio Paving Company, Twinsburg, Ohio, for the performance of said Contract RMP 59-69-2, is, and is by the Commission determined to be, the lowest of all said bids for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of Northern Ohio Paving Company, Twinsburg, Ohio, in the amount of \$1,358,636.00 for the performance of Contract RMP 59-69-2 be, and hereby it is, determined to be the lowest and best of all said bids and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them, respectively, (3) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes; Wilson, Teagarden, Chastang, Redman, Shocknessy.

Nays: None.

The Chairman said that the resolution stood adopted with all Members voting in the affirmative and the contract would be awarded

according to the terms of the resolution. The resolution was identified as No. 4-1969.

The Executive Director reported also that on Project No. RMP 59-69-3, which covered original construction sections C-25, C-26 and part of C-27 between Milepost 132.0 and Milepost 140.0 a distance of 8.0 miles in Erie and Lorain Counties, two bids were received. He said the low bid received was submitted by Northern Ohio Paving Company of Twinsburg, Ohio in the amount of \$1,207,658.00 which was 3.8 percent over the Commission's estimate of \$1,163,555.50.

The Executive Director said further that the Consulting Engineers had examined the bids and recommended an award to the low bidder. He said the Chief Engineer had concurred in the recommendation of the Consulting Engineers. He said the General Counsel had examined all bids and related documents and had advised that the Commission might lawfully award a contract to the low bidder. He said that, accordingly, it was his recommendation to the Commission that favorable action be taken on the resolution prepared for the purpose of making an award of Contract No. RMP 59-69-3 to Northern Ohio Paving Company of Twinsburg, Ohio in the amount of \$1,207,658.00.

A resolution awarding Contract RMP 59-69-3 was moved for adoption by Mr. Wilson, seconded by Mr. Redman, as follows:

RESOLUTION NO. 5-1969

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-25 and C-26 and a part of original Construction Section C-27, between Milepost 132.0 and Milepost 140.0 in Erie and Lorain Counties, Ohio, which contract is designated Contract RMP 59-69-3, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received and were duly opened and read as provided in the published notice for said bids, and said bids are before this meeting;

"WHEREAS said bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon to the Commission with respect to said analysis and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all of the aforesaid bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the bid of Northern Ohio Paving Company, Twinsburg, Ohio, for the performance of said Contract RMP 59-69-3, is, and is by the Commission determined to be, the lowest of all said bids for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of Northern Ohio Paving Company, Twinsburg, Ohio, in the amount of \$1,207,658.00 for the performance of Contract RMP 59-69-3 be, and hereby it is, determined to be the lowest and best of all said bids and is accepted, and that the chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to all bidders for the aforesaid contract, other than said successful bidder, of the bid security furnished by each of them, respectively, (3) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (4) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Wilson, Redman, Chastang, Teagarden, Shocknessy.

Nays: None.

The Chairman said that the resolution stood adopted with all

Members voting in the affirmative and the contract would be executed according to its terms. The resolution was identified as No. 5-1969.

The Executive Director reported also that on Project No. RMP 59-69-4, which covered original construction sections C-11 and C-12 between Milepost 186.7 and Milepost 196.2 a distance of 9.5 miles in Portage County, one bid was received. He said the bid received was submitted by The McCourt Construction Company of Akron, Ohio in the amount of \$1,684,401.40, which was 13.3 percent over the Commission's estimate of \$1,486,474.15. He said that although that bid exceeded the estimate by a greater margin than was the case in the contracts already described it was believed to be a good bid reflecting increased cost due to local conditions not considered in the estimate as would be reported to the Commission by the Consulting Engineers in connection with their recommendation for award.

The Executive Director said further that in consideration of that bid he and the resident engineer of the Consulting Engineers, H. A. Harnden, by telephone discussed it with Mr. Masheter. He said they reviewed all of the major unit bid prices and compared them with unit bid prices on other contracts and also unit bid prices bid by the same contractor on a project that was awarded to him in 1968. He said it was Mr. Masheter's statement that the engineers would not recommend something to the Commission that was not right.

The Executive Director said further that the Consulting Engineers had examined the bid and had recommended an award to the lone bidder. He said the Chief Engineer had concurred in the recommendation of the Consulting Engineers. He said the General Counsel had examined the bid and related documents and had advised that the Commission might lawfully award a contract to the lone bidder.

The Executive Director said further that it was his recommendation, in light of the recommendation of the Consulting Engineers, that favorable action be taken on the award of Contract RMP 59-69-4 to The McCourt Construction Company of Akron, Ohio in the amount of \$1,684,401.40.

The Consulting Engineers recommended the award of Contract RMP 59-69-4 to The McCourt Construction Company at its total bid price in a letter addressed to the Chief Engineer of the Commission, F. A. Dutton, under date of February 26, 1969 as follows:

"C-1137 - Contract RMP 59-69-4

"February 26, 1969

"TO : F. A. Dutton, Chief Engineer
Ohio Turnpike Commission

"FROM : H. A. Harnden
J. E. Greiner Company

"SUBJECT : Ohio Turnpike
Repairs and Resurfacing
Original Construction Sections C-11 and C-12
Milepost 186.7 to 196.2
Contract RMP 59-69-4
Recommendation of Award

"On February 25, 1969 the Commission received the following single bid for the subject contract:

| <u>Bidder</u> | <u>Total Bid Price</u> |
|----------------------------------|------------------------|
| The McCourt Construction Company | \$1,684,401.40 |

"The bidder, The McCourt Construction Company, has satisfactorily performed work for the Commission on previous contracts of a similar nature.

"We recommend that this contract be awarded to The McCourt Construction Company on the basis of the unit price bid received.

/s/ H. A. Harnden
"H. A. Harnden

"cc: F. S. Cresswell
W. O. Nelson"

The Consulting Engineers in a letter addressed to the Commission's Executive Director, Mr. Deetz, under date of March 3, 1969 justified the recommendation of award of Contract RMP 59-69-4. The letter follows:

"C-1137 - Contract RMP 59-69-4

"March 3, 1969

"TO : R. S. Deetz, Executive Director
Ohio Turnpike Commission

"FROM : H. A. Harnden
J. E. Greiner Company

"SUBJECT : Ohio Turnpike
Repairs and Resurfacing
Original Construction Sections C-11 and C-12
Milepost 186.7 to 196.2
Contract RMP 59-69-4
Recommendation of Award

"You have requested that we justify the recommendation of award we have made for the subject contract in an amount which is substantially more than our preliminary estimate of the cost of construction.

"As engineers our methods of estimating construction costs are substantially different from those used by contractors. Contractors keep accurate cost accounts for the purposes of estimating future work. At the time of bidding these are modified by labor rates currently in effect and by material prices which are usually obtained by them just prior to bidding. Equipment prices and rentals are also considered for each job bid. Availability of materials, length of haul for materials, plant site costs and other factors are estimated.

"Our estimates can only be based on unit prices previously bid on similar work. In the present resurfacing contracts we used 1968 average unit prices, rounded upward, because of our knowledge of general price increases. The average prices for the major items of work in these contracts were rounded upward by 3% to 5%. We now know that prices have increased more than this amount. Minimum labor rates included in the 1969 contracts which were furnished to the Commission by the Ohio Industrial Relation (sic) Commission just before these contracts were advertised are 10% higher than the minimum rates included in the 1968 contracts. Contractors advise us that material prices are also approximately 10% more than they were in 1968 largely due to labor rate increases. Equipment prices show a similar increase in cost.

"The cost indices of the United States Bureau of Public Roads and

Engineering News-Record recently published indicate construction costs have increased in like amounts.

"It now appears to us with this information, which was not readily available to us at the time we made our estimate, that last year's prices should have been increased by 10% approximately. This would have made our cost estimates for all of the resurfacing projects more realistic and generally in agreement with the bids received. In addition to this, we find that the situation in the area of the subject contract is even more critical than others.

"General Motors Corporation is constructing a large addition to its Lordstown Plant and have absorbed labor from all the surrounding areas. The contractors presently working on Interstate Highway I-80 and I-80S and State Route 45 in this vicinity are having great difficulty in obtaining labor. Utility companies in this area likewise are having great difficulty in obtaining labor for utility relocations necessitated by the highway construction. As a consequence, the contractors are forced to pay even higher labor rates than is generally the case on other parts of the Turnpike.

"If the bid on this contract was rejected and the contract readvertised at this time, it is our opinion that the prices would not be lower. If the bid was rejected and the contract readvertised next year we are confident the prices would be higher.

"For these reasons we felt we were justified in recommending the award of this contract on the basis of the unit prices bid.

/s/ H. A. Harnden

"H. A. Harnden

"cc: F. S. Cresswell
W. O. Nelson"

A resolution awarding Contract RMP 59-69-4 was moved for adoption by Mr. Wilson, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 6-1969

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-11 and C-12, between Milepost 186.7 and Milepost 196.2 in Portage County, Ohio, which contract is designated Contract RMP 59-69-4, and proof of said advertising is before the Commission;

"WHEREAS at the bid opening for the performance of said contract there was but one bid received, which was duly opened and read as provided in the published notice for said bid, and said bid is before this meeting;

"WHEREAS said bid has been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon to the Commission with respect to said analysis and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS all bids for said contract were solicited on the basis of the same terms and conditions, and the same specifications, with respect to all bidders and potential bidders, and the bid of The McCourt Construction Company, Akron, Ohio, for the performance of said Contract RMP 59-69-4, is, and is by the Commission determined to be, the lowest, being the only bid received for the performance of said contract, and is by the Commission determined, on the basis of the aforesaid analyses and recommendations, to be a satisfactory bid for the performance of said contract, and the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.04 of the Revised Code of Ohio and to the terms, conditions, and specifications in the legal notice applicable thereto, and, accordingly, the Commission is authorized to accept said bid as the lowest and best bid, being the only bid received, for the performance of the work required under said contract and of the incidental obligations thereof; and

"WHEREAS the Commission is satisfied with the capacity of said bidder to perform its obligations pursuant to its proposal;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The McCourt Construction Company, Akron, Ohio, in the amount of \$1,684,401.40 for the performance of Contract RMP 59-69-4 be, and hereby it is, determined to be the lowest and best, being the only bid received, and is accepted, and that the

chairman and executive director, or either of them, be, and each of them hereby is, authorized, (1) to execute a contract with said successful bidder in the form heretofore prescribed by the Commission, pursuant to the aforesaid bid, and upon the condition that said successful bidder shall furnish a performance bond as heretofore approved by the Commission, (2) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and said performance bond furnished, and (3) to take any and all action necessary or proper to carry out the terms of said bid and of said contract."

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Wilson, Chastang, Redman, Teagarden, Shocknessy.

Nays: None.

The Chairman said he wanted to make a note that the Members discussed the matter of the award at some length before a vote was taken. He declared the resolution adopted with all Members voting in the affirmative, and the contract accepted according to the terms of the resolution. The resolution was identified as No. 6-1969.

In response to a question by Mr. Chastang concerning the advisability of awarding two contracts - RMP 59-69-2 and RMP 59-69-3 - to one contractor, Mr. Harnden said that the Consulting Engineers and the engineers on the staff of the Commission did have some concern about the ability of Northern Ohio Paving Company to execute the contracts awarded to it within the allotted contract time and therefore discussed that matter with representatives of the company at a conference. He said the company had done work satisfactory to the Commission on single contracts previously and during the conduct of that work had had another organization working on a job for the Ohio Department of Highways in the Columbus area. He said the Columbus work had been completed and the company could therefore bring the crew involved to the Ohio Turnpike so that they would actually have two organizations working with two sets of supervisors on the Ohio Turnpike jobs. He said those who attended the conference were convinced the company had the equipment and apparently had commitments on materials and were satisfied that the company could handle the two jobs.

The Executive Director reported also that on Project No. RMP 59-69-5, which covered original construction sections C-3 and C-4

between Milepost 223.9 and Milepost 230.6 a distance of 6.7 miles in Mahoning County, one bid was received. He said the bid received was submitted by The City Asphalt and Paving Company of Youngstown, Ohio in the amount of \$1,398,469.00, which was 29.7 percent over the Commission's estimate of \$1,078,546.25. He said the bid appeared to be excessive.

The Executive Director said further that the Consulting Engineers had examined the bid and had recommended rejection of the lone bid. He said the Chief Engineer had concurred in the recommendation of the Consulting Engineers. He said the General Counsel had advised that the Commission might reject the lone bid on the contract.

The Executive Director said further that it was his recommendation that the Commission take favorable action on the resolution prepared for the purpose of rejecting the lone bid submitted on Project RMP 59-69-5 by The City Asphalt and Paving Company of Youngstown, Ohio in the amount of \$1,398,469.00 as being excessive.

In response to a question by the Members the Executive Director said a decision would be made at a later date on whether to readvertise Contract RMP 59-69-5 during the summer or fall. He said in the meantime the pavement would be maintained by the Commission's maintenance personnel. He said that if the contract should be awarded later in 1969 he might propose that the pavement remedial work - repair of concrete pavement, drains, and so forth - be performed during the fall with asphalt paving to be performed in the spring of 1970.

A resolution rejecting proposal for Contract RMP 59-69-5 was moved for adoption by Mr. Wilson, seconded by Mr. Redman, as follows:

RESOLUTION NO. 7-1969

"WHEREAS the Commission has duly advertised, according to law, for bids for a contract for the repair and resurfacing of original Construction Sections C-3 and C-4, between Milepost 223.9 and Milepost 230.6 in Mahoning County, Ohio, which contract is designated Contract RMP 59-69-5, and proof of said advertising is before the Commission;

"WHEREAS at the bid opening for the performance of said contract there was but one bid received, which was duly opened and read as provided in the published notice for bids, and said bid is before this meeting;

"WHEREAS said bid has been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon with respect to said analysis and they, and also the Commission's executive director, have made their recommendations predicated thereon;

"WHEREAS the Commission, having been fully advised through said reports and recommendations, considers that the prices bid for the performance of the work under said contract appear to be unusually high, and that it would not be in the interest of the Commission to award a contract predicated upon said bid; and

"WHEREAS the Commission has been advised by its general counsel that it may legally reject said bid;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The City Asphalt & Paving Co., Youngstown, Ohio, in the amount of \$1,398,469.00, being the only bid received for the performance of Contract RMP 59-69-5, be, and hereby it is, rejected as being excessive, and the executive director is authorized to notify the bidder in writing of said action, and to return to the bidder the bid security furnished by it; and

"FURTHER RESOLVED that the executive director be, and hereby he is, authorized to cause said contract to be readvertised, if and as he sees fit, and to report the results thereof to the Commission."

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Wilson, Redman, Chastang, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members voting in the affirmative. The resolution was identified as No. 7-1969.

The Executive Director reported also that at the meeting on June 9, 1964 the Commission authorized the Executive Director to negotiate with the Director of Highways, State of Ohio, the terms of an agreement for constructing a connection of Interstate Route 90 with the Ohio Turnpike at a point in Lorain County approximately 3.7 miles westward of the Lorain-Elyria (No. 8) Interchange on the turnpike. He said the agree-

ment was currently in a form acceptable to the Director of Highways and to the staff of the Commission and to the Consulting Engineers. He said the agreement was similar to the agreement executed for the connection of Interstate Routes 80 and 80-S with the Ohio Turnpike in Mahoning County which was currently under construction. He said it provided that all costs of the construction of the highway project should be paid by the State and of the toll plaza project should be paid by the Commission.

The Executive Director said further that the highway project included the construction of one bridge over and across the turnpike to carry the eastbound traffic of I-90, the modification of the existing West Ridge Road bridge to let the westbound I-90 ramp pass under, and the construction of two speed change lanes. He said there would be some interference with turnpike traffic when work was being performed on the superstructure of the bridges and when the speed change lanes were being constructed adjacent to the turnpike driving lanes. He said that when work was in progress on the superstructure of the bridges over a turnpike roadway that roadway would be closed and traffic would be maintained over temporary crossovers and one lane of the opposite directional roadway.

The Executive Director said further that the plans for the highway project provided that the contractor should complete the grading for the toll plaza project one year in advance of the completion of the project which would allow ample time to construct the toll plaza. He said the project was scheduled for sale September 9, 1969. He said plans and specifications for the toll plaza project were being prepared by the Consulting Engineers.

The Executive Director said further that he recommended that favorable action be taken on a resolution authorizing the execution of the agreement with the State of Ohio acting by and through the Director of Highways.

A resolution approving contract with the State of Ohio for the construction of an interchange between the Ohio Turnpike and Interstate Route 90, with the required connecting approaches, in the vicinity of Milepost 142.0 in Lorain County, Ohio was moved for adoption by Mr. Chastang, seconded by Mr. Teagarden, as follows:

RESOLUTION NO. 8-1969

"WHEREAS the Commission has heretofore, on June 9, 1964 given its formal approval to a connection of Interstate Route 90 with

the Ohio Turnpike at an approximate location in Lorain County, leaving the precise location to be determined by the Director of Highways of the State of Ohio;

"WHEREAS at the same time the Commission's executive director was authorized to negotiate with the Director of Highways of the State of Ohio the terms of a contract for such proposed construction;

"WHEREAS representatives of the State of Ohio and of the Ohio Turnpike Commission have considered and discussed the method of such proposed construction, including an interchange and necessary structures and access roads, and such consideration and discussion have culminated in a form of agreement covering the manner of doing the work, the portion of the work to be done by each of the parties, and the portion of the costs and expenses to be borne by each;

"WHEREAS said form of agreement between the Commission and the Director of Highways, who is authorized on behalf of the State of Ohio to carry forth such projects, is before this meeting; and

"WHEREAS the Commission's executive director and chief engineer and consulting engineer have reviewed said form of agreement and recommended its execution by the Commission, and said form of agreement has been reviewed and approved by the Commission's general counsel;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission's executive director be, and hereby he is, authorized to enter into an agreement with the State of Ohio as approved by general counsel substantially in the form presented to this meeting."

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Chastang, Teagarden, Wilson, Redman, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members voting in the affirmative. The resolution was identified as No. 8-1969.

The Executive Director reported also that at the meeting of the

Commission in October 1968 he reported that because of the ever-increasing volume of traffic through Interchange No. 10, Strongsville-Cleveland, where connection was made with Interstate Route 71 an additional toll lane was needed and that he would complete arrangements with the Consulting Engineers to prepare plans and specifications for the project. He said preliminary plans and specifications had been received and they had been reviewed by the Commission's staff. He said it was expected that all documents would be in final form and the project advertised for bids within ten days. He said it was hoped that a contract could be awarded and work started early in April.

The Executive Director said further that for the year 1968 the traffic entering and exiting through the toll plaza totaled 4,925,000 vehicles representing an increase of 49 percent over the year 1967. He said the traffic figures for the first month of 1969 showed a continuing growth at the interchange, reflecting a 38 percent increase over January 1968. He said January was also the second month that Strongsville-Cleveland Interchange exceeded Eastgate (No. 17) Terminal as the busiest of the seventeen toll plazas. He said the growth that was being experienced at Interchange No. 10 to a degree might be of a temporary nature. He said that when Interstate Route 80 and Interstate Route 90 were constructed westerly from Cleveland to connect with the turnpike there should be a loss of a substantial portion of this traffic to the new routes. He said that also when Interstate Route 271 was connected to Interstate Route 71 north of Medina the turnpike would lose that traffic from I-71 northbound which was currently using the turnpike between Interchanges 10 and 12 (Akron) as a connecting link between the two routes.

The Executive Director said further that with the construction of the additional lane the interchange would have six toll lanes, consisting of one entrance lane, one reversible lane and four exit lanes and in addition thereto would have two temporary lanes that could be used for relief on peak volume days. He said it might become necessary to construct an additional temporary lane and also to improve the alignment of the existing temporary lanes to accommodate better a continuing increase in traffic as indicated by the January comparison. He said no relief could be expected during the summer of 1969 by the construction of other routes and perhaps no significant relief for several years. He said there would be some problems in handling traffic through the toll plaza on peak days; however, all personnel directly concerned had been alerted to the potential traffic situation and were prepared to handle it.

The Executive Director reported also that on February 26 a coil of steel struck and demolished the end column of the median pier of the bridge carrying Dean Road over the Ohio Turnpike at Milepost 132.5 when a westbound truck that was hauling the coil struck the guard rail in front of the pier. The damaged column allowed the bridge deck to sag about two inches. He said that following an inspection by the Commission's Chief Engineer and the County Engineers of both Erie and Lorain Counties, the bridge was closed to traffic. He said arrangements were made immediately thereafter with Mosser Construction, Inc. of Fremont, a contractor experienced in that type of bridge repair work, to shore up the bridge. He said the truck was leased by The Youngstown Cartage Co. and it was insured by the St. Paul Fire and Marine Insurance Company.

The Executive Director said further that, following inspections by the trucking company and its insurance carrier, Mosser Construction, Inc. was authorized to repair the bridge. He said repair work would consist of the removal and reconstruction of one column and one-half of the cap of the median pier. He said the repairs should be at no cost to the Commission nor involve any interference to turnpike traffic. He said he estimated the cost of the repairs at \$12,000 or more.

In response to questions the Executive Director said the guard rail in front of the pier deflected the tractor and threw the semi-tractor and trailer aside and into the median and allowed the coil of steel to leave the trailer and strike the pier. He said it was thought that the driver fell asleep and drifted off the road and the chains that secured the coil were sheared off by the impact, allowing the coil to be free.

The Executive Director introduced the Commission's Superintendent of Maintenance, Francis Staib. He said Mr. Staib was the first employee in the maintenance department and served as foreman of the Eastgate Section (the first 22-mile section of the turnpike which was opened December 1, 1954). He said Mr. Staib had been very instrumental in developing the snow and ice control program on the turnpike.

The Chairman said Mr. Staib had a long record of good performance and that Mr. Staib and Mr. Deetz had had a long association. He said he did not think any organization in government or out of government had a better esprit than the Commission did. He said it was exceptional. He said the Commission had held its people.

Mr. Staib said it had been a pleasure to be associated with the Ohio Turnpike Commission over the years and particularly with Mr. Deetz.

The Chairman said that in the absence of further questions the report of the Executive Director was accepted as offered. He ascertained there would be no reports on behalf of the Director of Highways or by the General Counsel, or further by the Consulting Engineers, or by the Director of Information and Research.

A resolution ratifying actions of administrative officers was moved for adoption by Mr. Teagarden, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 9-1969

"WHEREAS the executive director, chief engineer, general counsel, assistant general counsel, secretary-treasurer, assistant secretary-treasurer, comptroller, and the director of information and research of the Commission, have by various written and oral communications fully advised the members of the Commission with respect to their official actions taken on behalf of the Commission since the Commission's last meeting on February 4, 1969, and the Commission has duly reviewed and considered the same;

"NOW, THEREFORE, BE IT

"RESOLVED that all official actions taken by the aforesaid administrative officers of the Commission on its behalf since the Commission's meeting on February 4, 1969 hereby are ratified, approved and confirmed. "

A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Teagarden, Chastang, Redman, Wilson, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members voting in the affirmative. The resolution was identified as No. 9-1969.

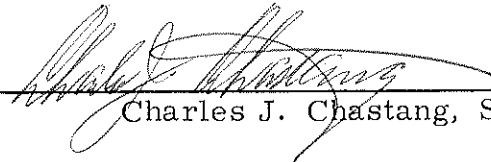
There being no further business to come before the Commission, a motion was made by Mr. Chastang, seconded by Mr. Redman, that the meeting adjourn subject to call of the Chairman. A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

Ayes: Chastang, Redman, Wilson, Teagarden, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 12:27 P. M.

Approved as a correct transcript of the proceedings
of the Ohio Turnpike Commission



Charles J. Chastang, Sec. - Treas.