

MINUTES OF THE TWO HUNDRED AND THIRTY-SEVENTH MEETING
March 3, 1970

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 3, 1970 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, Masheter, Shocknessy.

Absent: None.

The Chairman announced that a quorum was present.

A motion was made by Mr. Teagarden, seconded by Mr. Chastang, that the minutes for the meeting of February 3, 1970 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: Teagarden, Chastang, Redman, Masheter, Shocknessy.

Nays: None.

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

The Chairman reported that February was the twenty-third consecutive month when the income was greater than for the corresponding months of previous years.

The Chairman reported also that since the last meeting Governor Rhodes had gone to Cleveland and said that Interstate Route 290 would be indefinitely postponed. He said that was an important happening. He said the weather had been so horrible that the Interstate Coordinators' Conference had not made as much progress as otherwise might have been made but progress

would be made from then on. He said the Conference's activity with respect to two new bridges across the Ohio River in Cincinnati was progressing.

The Chairman reported also that he was still getting compliments on the Commission's Annual Report. He said he was especially glad to say that everybody thought the report was better than ever before and there had been a remarkable reaction to its Ohio Canal theme. He said there had been more comments on that, he thought, than on any theme ever used.

The Chairman reported also that the Commission was still fighting the fight of speeding trucks. He said The Plain Dealer (of Cleveland, Ohio) had an article which the trucking industry and the Ohio Department of Highway Safety took exception to. He said The Plain Dealer thought the Patrol was soft on trucks and used the Commission's own statistics to prove that. He said the newspaper called him and asked if he wanted to make a comment and he said "No, the Commission has nothing to do with policing but the Commission provides for policing and if the newspaper wanted a comment it should call the Superintendent of the Ohio State Highway Patrol, Col. Robert M. Chiaramonte, or the Director of the Department of Highway Safety, Mr. Warren C. Nelson, about any policy with respect to policing."

The Chairman said the report of the Chairman would be recorded as offered. He said the report of the Secretary-Treasurer would be received.

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

1. Traffic and Revenue Report for January 1970.
2. Financial Statements as of January 31, 1970.
3. Draft of the minutes of the February 3, 1970 meeting.
4. Detail of investment transactions for February 1970.

The Assistant Secretary-Treasurer reported also that on February 7 Standard & Poor's upgraded the Ohio Turnpike bonds from "A" to "AA", saying, in part, ". . . when compared to several similar undertakings, the Ohio Turnpike has established an enviable record." He said that while it was pleasant to be well considered, the improvement in rating could result in the Trustee having to pay a higher price for bonds bought for redemption. He said the price had moved up two points since the change in rating but he did not know that it was because of the change.

The Assistant Secretary-Treasurer reported also that he had just been notified of a nine percent increase in Brink's, Inc. charge to the Commission for picking up money and tickets, effective April 1. He said the \$450 a month increase was on top of another \$450 a month increase effective a year prior. He said that in three years the price had increased from \$3,150 a month to \$5,450, or 73 percent. He said there was no other company offering the service in northern Ohio so the only alternative was to do the job with the Commission's own personnel and equipment. He said the matter would be given immediate study by the staff.

In response to questions by the Members, the Assistant Secretary-Treasurer said the Commission currently did not carry insurance on the money collected by Brink's because Brink's carried the insurance. He said further that he knew of no other organization which might perform the service which Brink's offered. He said further he had made a study two years before of use of Commission personnel and equipment to collect money but the decision was to continue with Brink's. The Chairman said he was not enthusiastic about the Commission doing the work. He said the exposure was too awfully great.

The Chairman said that in the absence of further questions the report of the Secretary-Treasurer would be recorded 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 operating expenses for the month of January were \$100,740 over budget allocation for the period. He said the administration and insurance account was \$5,496 over, the operations account was \$99,317 over, and the trust indenture account \$4,073 under. He said there were three salary pay periods and heavy snow and ice control cost during the month.

The Chairman said the report of the Committee on Budget and Finance would be 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 the Committee convened on February 24 for a final review of its work on the proposed new restaurant contract before sending copies to the Commission Members. He said General Counsel was asked at that time to finalize the language of the contract and to send each Member a copy for review. He said that since time was becoming an important factor it would be appreciated if each Member would review the contract document and note his suggestions for changes or additions thereon and return the marked copy to General Counsel no later than March 18. He said that in

the absence of comment from any Member, the Committee would assume he had no suggestions and would proceed to act only on the suggestions received. Mr. Teagarden said the Committee would like to finalize the contract documents and make distribution thereof to the Members a few days prior to the April meeting of the Commission. He said that, should that be accomplished, the Committee would then present the contract documents at the April meeting of the Commission for approval and authorization to advertise for bids.

Mr. Teagarden reported also that the shopper activity during February was limited to one trip which included visits to three of the four restaurants operated by Ogden Foods, Inc. He said the shopper indicated that old or stale food was served at two of the three restaurants visited. He said the report was discussed immediately with the regional supervisor of the restaurant company and steps were initiated by the operator to avoid similar complaints in the future. He said both shoppers had indicated they would increase their activities as soon as the weather improved.

Mr. Teagarden reported also that in February the Governor of Ohio, the Chairman of the Ohio Turnpike Commission, and the Director of the Ohio Department of Highways each received a telegram signed by both the president and the business manager of the Hotel, Motel, Restaurant Employees and Bartenders Union, Local #10. He said the telegram called upon the Commission to notify all bidders that the union represented all the employees currently working for the Gladieux Corporation and Ogden Foods, Inc. on the turnpike and that the labor contract currently in effect for those parties contained a successorship provision which would bind any successor to honor the terms of the existing collective bargaining agreement.

Mr. Teagarden said further the matter was referred to the Commission's special counsel, Squire, Sanders & Dempsey, who studied the agreement and advised: "We believe that prospective bidders on the new restaurant contracts should be advised of the receipt by the Commission of this telegram and recommend that the telegram be attached to the Terms and Conditions of Bidding and that there be included in the Terms and Conditions of Bidding the following paragraph: 'Attached hereto is a copy of a telegram received by the Ohio Turnpike Commission under date of February 16, 1970. The Commission expresses no opinion as to the validity of either the factual representations or the legal claims made in this telegram, but believes that prospective bidders should be advised of the claim which has been made.'"

In response to questions, Mr. Teagarden said the claim was being made part of the notice to bidders. The Chairman said he thought the prospective bidders were entitled to that notice because they could very readily come

back and say that was a condition of which they were not aware. Mr. Redman said he read a couple of the shopper's reports when they were forwarded to him in Florida and he pretty nearly flew back. Mr. Teagarden said those reports were of the operation by Ogden Foods, Inc. which Gladieux Food Services, Inc. currently claimed they had nothing to do with. Mr. Redman asked what was going to be done about such reports.

The Chairman said he told the Committee to advise the president of the Gladieux Food Services, Inc., Mr. Virgil A. Gladieux, that on the basis of performance the Commission might disqualify him as a bidder. Mr. Teagarden said there was no excuse for the conditions cited by the shopper. He said he had made the same statement several times and had told Mr. Gladieux in person that, if he would pay a decent and respectable wage to his managers at his various establishments, he would get better qualified people who would do a better job. He said he did not think Mr. Gladieux had paid much attention to his statement. He said he thought the problem lay with both food and management but that management was responsible for what happened at the service plazas.

The Chairman said he did not think the Members had ever come to a meeting and been thoroughly satisfied with the Gladieux operation. He asked whether there had ever been a time when the Commission could say it was thoroughly satisfied with that operation. The Executive Director, Russell S. Deetz, replied in the negative. The Chairman said that in view of that he did not see how the Commission could legitimately face another ten years of such operation. He said it was a question of whether or not the Commission would be conscientiously justified in awarding to that bidder in the event he should bid. He said he was just not at all sure. Mr. Teagarden said he had information that Ogden Foods, Inc. was quite concerned about the new contract and wanted to be a bidder on it.

The Executive Director said Ogden Foods, Inc. and Gladieux Food Services, Inc. had separated. Mr. Teagarden said Ogden Foods, Inc. was operating the four central restaurants and he thought that when one was talking about Gladieux one might as well consider Ogden along the same pattern. The Chairman said he was considering the ten restaurants as they had been operated in the period of the existing contracts. He said he just did not distinguish between who was who among the identities because it was the service the Commission had received from the whole system.

Mr. Teagarden said that in further answer to Mr. Redman's question he thought the new restaurant contracts to be put out for bidding would take care to a greater extent of some of the things that had been omitted in the old contracts. He said the Committee did its very best to place in the new contracts everything that was possible to put in that would protect the Commission and at the same time not take advantage of a bidder.

The Chairman said that in the absence of further questions the report of the Committee on Service Plazas would be accepted as offered. He ascertained that there would be no report by the Committee on Employee Relations. He said the report of the Committee on Safety would be offered by the Executive Director.

The Executive Director reported for the Committee on Safety that the prior week nine patrolmen were assigned to the Turnpike District of the Ohio State Highway Patrol from the 85th class of the Highway Patrol Academy. He said the District currently had a full complement totaling 91 patrol officers and six radio communication officers. He said that, incidentally, upon invitation from the Superintendent of the Highway Patrol, the General Counsel, Lockwood Thompson; the Comptroller, Mr. Soller; the Deputy Executive Director, James D. Hartshorne, and he attended the graduation exercises of the 85th class. He said it was a most impressive ceremony with the Director of the Ohio Department of Highways, Mr. Masheter, speaking for the Governor.

The Executive Director reported also for the Committee that the past week the Turnpike District received delivery of an aircraft pursuant to the Commission's supplemental agreement with the Director of the Department of Highway Safety for aircraft surveillance of the Ohio Turnpike. He said the agreement would commence on March 1, 1970 and was to extend initially for a six-month experimental period. He said that while the original estimate of the Highway Patrol referred to an hourly lease cost of \$7.25 it was subsequently changed to \$8.00, remaining a reasonable cost for the service. He said hanger space was obtained at Progress Airport in Fremont, which would be the base of operation, at a cost of \$35 a month instead of the \$100 per month earlier estimated in his memorandum to the Members under date December 23, 1969.

The Executive Director said further that the addition of the nine patrolmen and the use of an aircraft and VASCAR would permit more extensive surveillance of traffic on the turnpike and, hopefully, further reduction in the incidence of traffic accidents.

The Executive Director reported also for the Committee that early in January it became evident that the painted center-line delineation on the turnpike was being lost especially in the recently resurfaced asphalt sections and to a lesser extent in the remaining cement-concrete sections. He said that condition existed not only on the turnpike but also on state, county and municipal highways and streets throughout northern Ohio. He said contributory factors causing the paint lines to deteriorate more rapidly were believed to be the increased number of snow and ice storms requiring

greater use of chemicals and more frequent plowing; the emulsive effect of the new asphalt surface on the paint; and increased traffic crossing and re-crossing the center line with a definite wearing action.

The Executive Director said further that February 14, a cold but clear and dry day, the center-line touchup painting program was begun. He said that since that date nearly 260 miles of directional roadway center line had been repainted. He said that was the earliest the program had ever been started. He said it was made possible by nearly two years of development work by the Commission's Superintendent of Traffic and Safety, Charles Radyk, with heaters so installed on the pavement striper as to heat the paint to about 95 degrees for delivery at the spray gun. He said the painting was done on days when the temperature ranged from 15 degrees to 40 degrees. He said the lines appeared just as brilliant as if they had been applied at or above 50 degrees, the previous minimum temperature for painting. He said observation as recent as the prior day showed no evidence of abnormal wear to the line.

The Chairman said 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 the Commission had received a copy of a letter from F. C. Turner, Federal Highway Administrator, to Director Masheter under date of January 23, 1970. He said Mr. Turner advised therein that the 35-mile portion of the Ohio Turnpike from the interchange at State Route 10 in Lorain County to the interchange at State Route 14 in Portage County had been added to the National System of Interstate and Defense Highways as part of I-80. He said that was the section of the turnpike between Interchange No. 9 (North Olmsted-Cleveland) and Interchange No. 13 (Streetsboro) that was excluded in the designation of the interstate system in Ohio. He said that by letter under date of September 19, 1968 the Commission had asked Director Masheter to renew its request, originally initiated in November 1961, that that section of the turnpike be added to the interstate system.

The Executive Director said further that Director Masheter pursued the Commission's request to its conclusion, for which he wished to thank him. He said the continuation of I-80 on the turnpike through the area described would represent savings in travel time and as much as nine miles in distance for many travelers. He said that, had I-80 remained on its original location through southwestern Cleveland and several of the City's suburbs, travelers following an I-80 routing would have found themselves on a portion of the Cleveland outerbelt, a highway which was expected to be very heavily traveled.

The Executive Director reported also that bids were again received on Contract 53-69-3 which provided for the modification and resurfacing of the parking areas and driveways at Vermilion Valley and Middle Ridge Service Plazas in Lorain County. He said bids on that contract were rejected at the January 6, 1970 meeting of the Commission because of the high cost of the work. He said that prior to readvertisement of the contract the plans and specifications were revised to provide resurfacing of the existing entrance driveways with asphalt concrete in lieu of the realignment of the driveway and the use of Portland cement-concrete pavement. He said that the contract included an expansion of the existing truck parking area, regrading and resurfacing of sections of the existing parking areas, installation of drain inlets and pipes, relocation of existing light standards, maintenance of traffic and other incidental work.

The Executive Director said further that four bids on the contract were received ranging from a low of \$234,616.85 to a high of \$289,707.23. He said the low bid was \$103,406.19 less than the low bid rejected at the January meeting. He said that, accordingly, he had awarded Contract RMP 53-69-3 to Griffith Blacktop, Inc. of Lorain, Ohio on its low bid in the amount of \$234,616.85, based on unit bid prices and estimated quantities.

The Executive Director reported also that at the meeting of the Commission in January he reported that the 1970 pavement renewal program included four contracts and that he expected to be ready to recommend award of contracts at the March meeting of the Commission. He said bids were opened on the four contracts on February 26. He said the contracts included the removal and replacement of portions of the existing pavement, construction of edge of pavement drainage facilities, construction of temporary crossovers, placement of a minimum of 3½ inches of asphalt-concrete pavement in three courses, raising existing guard rail, maintenance of traffic and other incidental work on both roadways of each contract zone. He said the contracts permitted bidding in the alternative on using the designated points of access or temporary access drives to be constructed at the contractor's expense.

The Executive Director said further that on Contract RMP 59-70-1, which covered original construction sections C-42 and C-43 between Milepost 71.2 and Milepost 80.7, a distance of 9.5 miles, in Wood, Ottawa, and Sandusky Counties, two bids were received. He said the low bid was submitted by S. E. Johnson Company of Maumee, Ohio in the amount of \$1,585,488.00. He said the low bid was less than estimate and the unit prices looked reasonable. He said 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 General Counsel had examined all bids and related documents and had advised the Commission it 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 RMP 59-70-1 to the S. E. Johnson Company of Maumee, Ohio in the amount of \$1,585,488.00 based upon unit bid prices and estimated quantities.

A resolution awarding Contract RMP 59-70-1 was moved for adoption by Mr. Masheter, seconded by Mr. Redman, as follows:

RESOLUTION NO. 7-1970

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-42 and C-43, between Milepost 71.2 and Milepost 80.7 in Wood, Ottawa and Sandusky Counties, Ohio, which contract is designated Contract RMP 59-70-1, 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 S. E. Johnson Company, Maumee, Ohio, for the performance of said Contract RMP 59-70-1, 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 S. E. Johnson Company, Maumee, Ohio, in the amount of \$1,585,488.00 for the performance of Contract RMP 59-70-1 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: Masheter, 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. 7-1970.

The Executive Director reported also that on Contract RMP 59-70-2 which covered original construction sections C-31 and C-32 between Milepost 111.7 and Milepost 118.1, a distance of 6.4 miles, in Erie County, two bids and one alternate bid were received. He said the low bid was the alternate bid submitted by Northern Ohio Paving Company of Twinsburg, Ohio in the amount of \$1,196,300.00. He said the bid was one-half of one percent over estimate and the unit bid prices looked all right.

The Executive Director said further 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 General Counsel had examined all bids and related documents and had advised the Commission it 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 RMP 59-70-2 to the Northern Ohio Paving Company of Twinsburg, Ohio on its alternate bid in the amount of \$1,196,300.00, based upon unit bid prices and estimated quantities.

In response to a question by Mr. Redman, the Executive Director said the cost per mile of the four contracts was really very difficult to compare because of the differences in the contracts. He said there was so much more concrete-repair work at the eastern end of the turnpike than there was at the western end. He said Contracts RMP 59-70-1 and RMP 59-70-2 had very little concrete-repair work compared to Contracts RMP 59-70-3 and RMP 59-70-4.

A resolution awarding Contract RMP 59-70-2 was moved for adoption by Mr. Masheter, seconded by Mr. Redman, as follows:

RESOLUTION NO. 8-1970

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-31 and C-32 between Milepost 111.7 and Milepost 118.1 in Erie County, Ohio, which contract is designated Contract RMP 59-70-2, 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 59-70-2, 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 \$1,196,300.00 (alternate bid) for the performance of Contract RMP 59-70-2 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: Masheter, 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. 8-1970.

The Executive Director reported also that on Contract RMP 59-70-3, which covered original construction sections C-16, C-17 and C-18 between Milepost 164.7 and Milepost 173.0, a distance of 8.3 miles, in Cuyahoga and Summit Counties one bid and an alternate bid were received. He said the low bid was the alternate bid submitted by The Wm. L. Schloss Paving Co. of Cleveland, Ohio in the amount of \$1,788,565.00. He said the low bid was 13.1 percent over estimate and some of the unit bid prices looked excessive. He said the Consulting Engineers had examined the bids and recommended rejection of the bid and the alternate bid. He said the Chief

Engineer had concurred in the recommendation of the Consulting Engineers. He said General Counsel had examined all bids and related documents and had advised the Commission it might lawfully reject all bids. He said that, accordingly, it was his recommendation to the Commission that favorable action be taken on the resolution prepared for the purpose of rejecting the bid and alternate bid submitted on Contract RMP 59-70-3 by The Wm. L. Schloss Paving Co. of Cleveland, Ohio as being excessive.

In response to a question by the Chairman, the Executive Director said he proposed to modify the specifications to permit work in the fall of the year. He said there would be no work during the months of July and August and then the contractor would work in the fall of the year. He said it was planned to readvertise the contract immediately.

A resolution rejecting proposal for Contract RMP 59-70-3 was moved for adoption by Mr. Masheter, seconded by Mr. Redman, as follows:

RESOLUTION NO. 9-1970

"WHEREAS the Commission has duly advertised, according to law, for bids for a contract for the repair and resurfacing of original Construction Sections C-16, C-17 and C-18, between Milepost 164.7 and Milepost 173.0 in Cuyahoga and Summit Counties, Ohio, which contract is designated Contract RMP 59-70-3, and proof of said advertising is before the Commission;

"WHEREAS at the bid opening for the performance of said contract there was but one bidder whose bid and alternate bid were duly opened and read as provided in the published notice for bids, and said bid and alternate bid are before this meeting;

"WHEREAS said bid and alternate bid have 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 excessive, and that it would not be in the interest of the Commission to award a contract predicated upon said bid or alternate bid; and

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

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The Wm. L. Schloss Paving Co., Cleveland, Ohio, in the amount of \$1,814,630.00, as well as its alternate bid, being the only bids received for the performance of Contract RMP 59-70-3, be, and hereby they are, 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: Masheter, 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. 9-1970.

The Executive Director reported also that on Contract RMP 59-70-4, which covered original construction sections C-5 and C-6 between Milepost 214.1 and Milepost 223.3, a distance of 9.2 miles, in Trumbull and Mahoning Counties one bid and an alternate bid were received. He said the low bid was the alternate bid submitted by The McCourt Construction Co. of Akron, Ohio and The City Asphalt and Paving Co., Joint Venture, in the amount of \$2,185,355.00. He said the low bid was 5.8 percent over estimate; however, the unit bid prices all appeared to be reasonable. He said 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 General Counsel had examined all bids and related documents and had advised the Commission it 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 RMP 59-70-4 to The McCourt Construction Co. of Akron, Ohio and The City

Asphalt and Paving Company, Joint Venture, on its alternate bid in the amount of \$2,185,355.00, based upon unit bid prices and estimated quantities.

Mr. Teagarden said the bid figured out about \$237,000 per mile and the Commission had rejected the bid on Contract RMP 59-70-3 which was on the basis of \$220,000 per mile. The Executive Director said the difference was in the amount of concrete-repair work. He said there was so much more of the concrete repair work in the heavier volume sections on the east end of the turnpike. He said when the concrete was badly cracked and deteriorated it was removed and replaced and if it was not deteriorated full depth then the surface was just taken off and a skin patch applied. He said bad sections were taken out to get a good base before the asphalt was placed on top. The Chairman said the turnpike would end up with what the Commission said 15 years before it would eventually have: a concrete base with an asphalt top. He said that was what the Commission testified to in the so-called asphalt case.

Mr. Teagarden said he assumed there was a different labor situation on the eastern end of the turnpike which involved paying higher prices for labor. The Executive Director said the labor situation was entirely different in that area.

A resolution awarding Contract RMP 59-70-4 was moved for adoption by Mr. Masheter, seconded by Mr. Redman, as follows:

RESOLUTION NO. 10-1970

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repair and resurfacing of original Construction Sections C-5 and C-6, between Milepost 214.1 and Milepost 223.3, in Trumbull and Mahoning Counties, Ohio, which contract is designated Contract RMP 59-70-4, and proof of said advertising is before the Commission;

"WHEREAS at the bid opening for the performance of said contract there was but one bidder whose bid and alternate bid were duly opened and read as provided in the published notice for bids, and said bid and alternate bid are before this meeting;

"WHEREAS said bid and alternate bid have 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 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 alternate bid of The McCourt Construction Co., Akron, Ohio, and The City Asphalt and Paving Co., Joint Venture, for the performance of said Contract RMP 59-70-4, is, and is by the Commission determined to be, the lowest bid received for the performance of said contract, and said alternate bid appears to be satisfactory, and the Commission has been advised by its general counsel that said alternate 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 alternate 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 McCourt Construction Co., Akron, Ohio, and The City Asphalt and Paving Co., Joint Venture, in the amount of \$2,185,355.00 (alternate bid) for the performance of Contract RMP 59-70-4 be, and hereby it is, determined to be the lowest and best 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: Masheter, 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. 10-1970.

The Executive Director reported also that currently there were three construction contracts in progress ranging from two percent to 99 percent complete and four other contracts for which final papers were being processed. He said the contract for the construction of the toll plaza at the interchange between the turnpike and Interstate Route 80 and 80S in Mahoning County was about 95 percent complete. He said the finish grading and some interior building items remained to be performed. He said it was expected that the work would be accomplished by late spring. He said no work had been performed on the other two contracts during the past month. He said that on the one resurfacing contract all work was suspended until spring, and the other contract, which was for installation of hot water heaters at two service plazas, continued to be affected by the delay in delivery of equipment by the manufacturer.

The Executive Director reported also that at the February 3 meeting of the Commission he advised of the United States Weather Bureau's request for permission to install two antennas on the radio tower and to place a transmitter and a receiving unit in the radio room at the Amherst Maintenance Building in order to provide a UHF-FM continuous broadcast for dissemination of weather information in the Cleveland-Sandusky-Akron-Canton area. He said an agreement drafted by the Weather Bureau which provided that the Bureau pay the Commission the sum of \$25.00 per month for use of the Commission's facilities was currently being reviewed. He said that amount would more than offset the Commission's costs, which would be limited to the electric power consumed in operating the transmission equipment. He said the Consulting Engineers advised that installation of the antennas to be installed by the Weather Bureau would not result in any threat to the structural integrity of the tower. The Members indicated that they were agreeable to proceeding with the agreement.

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

The Chairman welcomed the Commission's Purchasing Agent, Forest E. Fletcher, who was present. He said the Commission was pleased any time that any member of its staff came to its meeting. He said Mr. Fletcher could carry the message back that the Commission did pay some attention to what went on.

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

RESOLUTION NO. 11-1970

"WHERE AS the executive director, deputy 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 3, 1970, 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 3, 1970 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, Masheter, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members voting in the affirmative. The resolution was identified as No. 11-1970.

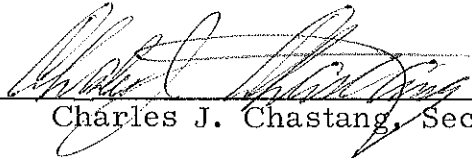
There being no further business to come before the Commission, a motion was made by Mr. Chastang, seconded by Mr. Redman, that the meeting adjourn until April 7, 1970 subject to call of the Chairman. A vote by ayes and nays was taken and all Members responded to roll call. The vote was as follows:

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

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 12:17 P.M.

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



Charles J. Chastang, Secretary-Treasurer