

MINUTES OF THE TWO HUNDRED AND SIXTY-SIXTH MEETING
February 6, 1973

Pursuant to bylaws the Ohio Turnpike Commission met in regular session in the conference room of the Ohio Department of Transportation building at 139 East Gay Street in Columbus, Ohio at 11:00 a.m. on February 6, 1973 with the key members of the staff; a representative, Harvey A. Harnden, of the Consulting Engineers; a representative, P. Joseph Sesler, of the Trustee; members of the press, 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: Richley, Chastang, Shocknessy.

Absent: Teagarden, Anderson.

The Chairman announced that a quorum was present. The Chairman said Mr. Teagarden was ill in Florida and Mr. Anderson was also in Florida. He said Mr. Anderson had asked to be excused before it was known that Mr. Teagarden could not attend.

A motion was made by Mr. Chastang, seconded by Mr. Richley, that the minutes for the meeting of December 5, 1972 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 present responded to roll call. The vote was as follows:

Ayes: Chastang, Richley, Shocknessy.

Nays: None.

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

The Chairman reported that the Annual Report for 1972 had been completed and it had been delivered on the 31st of January to the office of the Governor by the Executive Director, Allan V. Johnson, and the Chairman. The Chairman said that the report had been received by Mr. John E. Hansan, Chief of Staff in the Governor's office, because the Governor was out of his office and had designated Mr. Hansan to receive the report. The Chairman read a letter from Mr. Hansan as follows:

"State of Ohio
Office of the Governor

"February 1, 1973

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

"Dear Mr. Shocknessy:

"Thank you for bringing to the Governor's office the 1972 Annual Report of the Ohio Turnpike Commission. It was nice to meet you in person.

"When the renovation (sic) of the Governor's office is complete, I hope you will return and give us your opinion.

"Sincerely yours,

"JOHN E. HANSAN
Chief of Staff"

The Chairman directed that Mr. Hansan's letter be filed with the Turnpike report. The Chairman said the report was delivered also, as provided by law, to the President Pro Tem of the Ohio Senate and to the Speaker of the Ohio House of Representatives by delivery to their offices. He said the report was, as usual, on time. He said the report was the work of the Executive Director; the Executive Assistant to the Chairman, James D. Hartshorne, and the Director of Information and Research, Talbot Harding and the other members of the staff at Berea. He said it was again in a simplified form, the form which had been used for the 1971 report which had been well accepted. The Chairman said he had had a telephone call from The (Cleveland) Plain Dealer asking how much had been saved and that they had forgotten that money had been saved on the 1971 report. The Chairman said the 1972 report cost \$2,532.20 as against \$2,559.46 for the 1971 report so it had cost even less. He said that much of the work had been done in the Turnpike's own offices and that in previous years the report had cost as much as \$18,000 when it was a souvenir report. The Chairman said he did not believe the Commission was any longer in the position of having to sell the Turnpike project as it had been for many years when the Commission was merchandising travel on the Turnpike. He said that the Commission felt all it needed to do was to comply with the conditions of the statute and that was what had been done.

The Chairman reported also that since the December meeting a member of the General Assembly had introduced a bill to change the name of the Ohio Turnpike and the Chairman had written a letter to the author of the bill advising him that the Turnpike was well named and that the Chairman thought it would

be better for the Turnpike to continue to be known as the Ohio Turnpike. The Chairman read the letter as follows:

"17 South High Street
Columbus, Ohio 43215
"January 8, 1973

"The Honorable Ronald H. Weyandt
The Ohio House of Representatives
The State House
Columbus, Ohio 43215

"Dear Representative Weyandt:

"I have learned of the bill introduced by you in the Ohio General Assembly which, if enacted into law, would provide that the Ohio Turnpike bear my name. I am profoundly honored by your proposal and am deeply grateful that you would consider my work worthy of such high recognition but I can only say that I think the Ohio Turnpike is most aptly named, in embodying in its name all the history and glory of our beloved state and the recognition by its name of the true builders and creators of the Ohio Turnpike, the people of Ohio, whose reputation for integrity undergirded its financing and who throughout the life of the Turnpike have always sustained and supported it, and the other members of the Ohio Turnpike Commission, and the noble news media of Ohio and myriads of other good people.

"The Ohio Turnpike in a great measure belongs to the people of our whole nation and is well named and proudly named 'The Ohio Turnpike' for the state within whose borders it lies and for Ohio's sturdy people. Many nobler deeds than any of mine have gone unsung, or less sung than mine, and my native Ohio already has been kind and generous to me, and so with such humility as I am capable of manifesting and with all respect and gratitude to you for your bill I must say that any deeds of mine worth remembering I leave to posterity's fair judgment. I close with my kindest regards to you and with the hope of meeting you sometime that I might express my thanks personally.

"I am sincerely

"Very truly yours,

"James W. Shocknessy
Chairman

"cc The Honorable A. G. Lancione
The Honorable Theodore M. Gray
Members of Ohio Turnpike Commission
Mr. Allan V. Johnson, Executive Director"

The Chairman said he had a gracious reply from the author of the bill and that the reply had been acknowledged. The Chairman said he had received a large number of letters and the author of the bill received letters, copies of some of which had been sent to him. The Chairman said some letters had been sent by their authors to all the Members of the Commission. He said Robt. S. Beightler (Maj. Gen., U.S.A., Ret.), Frank C. Dunbar and Nationwide Insurance Company had all written letters. He said all the writers were very kind but he hoped the subject would not be brought up for a while.

The Chairman said that Tom Healy of an organization called ArtMobiles, had written a letter congratulating the Commission on the conduct of the Ohio Turnpike. He said the letter, which was dated December 25th, should be made part of the record, as follows:

"December 25, 1972

"The Director,
The OHIO TURNPIKE,
Columbus, Ohio.

"Sir:

"This holiday message of good cheer and a firm handshake to you and all the people who are responsible for the operation of the Turn-Pike, Ohio style.

"I have many occasion to use the Turnpike. I am constantly impressed with the efficiency and courtesy of the people in the booth, not to overlook their friendliness.

"My esthesia is always heightened by your very clean and well kept roads, berms, fences trees and grass.

"Of even more importance to my personal safety is the outstanding way in which you 'Sign' your roads when doing anything that might prove hazardous or unfamiliar to the driver. I am sure that you read the highly complimentary editorial in the Toledo Blade about your snow removal program. Yes those things are noticed and appreciated.

"Yes, all of you can be proud of the job that you are doing for the taxpayer and motoring public.

"And a hot cup of coffee to you too.

"Very Sincerely,

"Tom Healy. "

The Chairman said the Executive Director had replied to Mr. Healy on January 2. He said that there had been an editorial in the Cincinnati Post & Times-Star on January 18 congratulating the Ohio Turnpike for continuing to be one of the best advertisements for superhighways by helping to keep down the nation's appalling death toll. He directed the editorial be included in the minutes as follows:

"Safe driving

"The Ohio Turnpike continues to be one of the best advertisements for the role of superhighways in helping keep down the nation's appalling traffic death toll.

"There was not a single fatal accident on the 'pike during the five-day Christmas holiday period, during which more than 325,000 drivers used the road.

"And for the New Year's weekend, for the 18th straight year since the Ohio Turnpike opened, there were no traffic deaths."

The Chairman said there had been an article in the Elyria Chronicle-Telegram on January 18 outlining Turnpike link-ups. The Chairman said he had nothing to say about it and he did not know where it had come from. He asked the Director of Transportation if he knew the origin of the article. Mr. Richley said he did not know but he had seen the article and it may have been the result of a staff meeting of the Department of Transportation. The Chairman said he was merely taking note of the fact that such an article had appeared.

The Chairman reported also that revenues for the year 1972 were \$42,103,507 or \$2,270,779 more than 1971.

The Chairman reported also that he had something from the Ohio Petroleum Marketers Association which appeared in the bulletin of that Association and was signed by Roger F. Dreyer, the Executive Vice President. The Chairman directed that the letter be included in the minutes as follows:

"LAST LAUGH!

"January, 1973

"Beautiful!

"Absolutely beautiful.

"This is my message to the press in Ohio and the Chairman of the Ohio Turnpike Commission for killing the recently proposed two-cent increase in the gasoline tax.

"Had we assumed our historic position and come right out deadset against the increase, the press would have needled us unmercifully. We took no position until very late to study all the aspects of the total transportation picture in Ohio. When no one came forth with a proper case of need, we opposed the increase. We issued a statement -- one of the few state organizations to do so (see front cover).

"The press was led by the nose down a primrose path by the Chairman of the Turnpike Commission and in so doing, killed the gasoline tax for several years. Greatest job of 'news' managing and deception I have ever seen.

"I am impressed.

"I am also deeply grateful.

"The gasoline tax bill was given a glorious and marvelous paper funeral courtesy of the press.

"Beautiful!

"Absolutely beautiful.

"Roger F. Dreyer
Executive Vice President"

The Chairman said that that had not been his purpose and the Director of Transportation knew that so he was not going to bother about the matter but he was taking note of it.

The Chairman reported also that he had before him an article from Engineering News Record of January 25, 1973 saying that D. Louis Tonti, the former Executive Director of The New Jersey Highway Authority had pleaded guilty to one count of a 47 count Federal indictment charging conspiracy to commit bribery and extortion in connection with contracts with companies doing work on the Garden State Parkway. He said he mentioned the matter because New Jersey had been held up from time to time as a model to follow.

The Chairman reported also that Transport Topics of January 15, 1973 had published an article that had reference to the bill that Governor William Cahill had presented to the New Jersey legislature to accomplish some of the same purposes which had been proposed by what the Chairman often called the iniquitous bill which had been introduced in the summer of 1972 in the Ohio General Assembly. He said that Transport Topics had mentioned in the article that the strength of the New Jersey Turnpike had been illustrated by the sale of its four-year notes in 1971 when the Turnpike Authority had been able to issue \$125, 500, 000 4-5/8% notes at a net interest of 4.96.

The Chairman said he had suggested to the Executive Assistant to the Chairman, James D. Hartshorne, that he call the attention of the editor of the Transport Topics to the fact that the New Jersey Turnpike Authority had borrowed \$155,000,000 in the summer of 1972 which had cost the Turnpike Authority approximately 6%.

The Chairman reported also that a letter had just been received from Computer Systems Engineering. The Chairman said the letter requested a meeting with the Commission for the purpose of reviewing the toll audit matter. The Chairman said he could see no reason to confer with Computer Systems Engineering because the contract had already been awarded and signed. In response to a question by Mr. Chastang, the Chairman said that although the letter had been dated January 22 it had not been received until February 5. The Chairman said the Computer Systems Engineering proposal was not in compliance with the specifications but he wanted the record to show that the letter had been received. He directed, with the concurrence of the Commission, that the Executive Director write that no purpose could be accomplished by having a meeting.

Mr. Richley advised the Executive Director to be sure that the Commission not only answered the letter but answered specifically the points raised in the bottom of the first sheet and top of the second sheet of the letter. The Chairman said that one letter might be sent to Computer Systems Engineering but that thereafter CSE could go to the courts. He said there was no reason to carry on an extensive correspondence with their lawyers. The Chairman directed that the Executive Director give copies of his reply to CSE to all the Members.

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

The Assistant Secretary-Treasurer, Allan V. Johnson, reported for the Secretary-Treasurer, Mr. Chastang, that since the last meeting the following had been sent to all Members.

1. Traffic & Revenue Reports for November and December, 1972.
2. Financial Statements as of November 30 and December 31, 1972.
3. Draft of the minutes of the December 5, 1972 meeting.
4. Summary of Bond Purchases.
5. Detail of Investment Transactions which took place in December 1972 and January 1973.

6. Cost and Budget Report - Year 1972
7. Report on Concessionaires - 1972
8. Accountants' Report, Financial Statements, December 31, 1972.
9. Annual Report.

The Chairman said the Annual Report had been made the subject of comment in the press of the State, and that some of the comment was very interesting.

The Chairman said the report of the Secretary-Treasurer was accepted as offered. He ascertained there would be no report from the Committee on Budget and Finance or from the Committee on Service Plazas. He said a letter had been received from a patron and that someone should call on her. He said the report of the Committee on Employee Relations would be received.

The Executive Director reported for the chairman of the Committee on Employee Relations, Mr. Teagarden, that the revised Employee Manual which reflected all the discussions that took place during 1972 had been distributed. He said he had copies of the Manual for the Members present and that the additions and changes had been underlined in red.

The Chairman said the report of the Committee on Employee Relations was accepted as offered. He ascertained there would be no report from the Director of Transportation. He said the report of the Committee on Safety would be received.

The chairman of the Committee on Safety, Mr. Johnson, said there had been four fewer deaths in 1972 than in 1971. He said that since the Commission meeting in December there had been only two fatal accidents and that there had been no fatal accidents over the Christmas or New Year's holidays and that the Cincinnati Post and Times-Star had recognized that fact with an editorial. The Executive Director said that one of the fatal accidents occurred when a camper crossed the median and flipped over. He said a woman who was riding in the camper was thrown out onto the roadway and was struck by several vehicles. He said the other accident occurred when an 18 year old boy who was changing a tire for another patron was struck by a vehicle driven by a sleepy driver. He said the New Year's holiday period had been free of fatal accidents for 17 years in succession and he wanted to point out that the Christmas and the New Year periods included five days in every case.

The Chairman said that the Christmas and New Year's holiday experience proved his contention that during periods of stress when drivers are alert the safety record improves. Mr. Johnson said that the camper involved in the accident had been top-heavy and that luggage had been loaded on its top.

The chairman of the Committee on Safety reported also that painting of centerlines would commence later in the week, weather permitting. The Director of Transportation asked whether the Turnpike used thermoplastic striping at interchange areas. Mr. Johnson said that thermoplastic striping was being used on the mainline. He said the Commission had begun the program two years ago and that it had done about 25 miles of centerline in the last two years in zones of heaviest traffic. He said the experience was being evaluated because one section was a year old and the other was two years old and would be looked at very carefully after the winter was over. He said he was concerned about the effect of studded tires on pavement marking and pavements. He asked the Director of Transportation if the State was using thermoplastic striping. Mr. Richley said the Division of Highways was using thermoplastic striping especially in the urban areas of high traffic volumes. He said it was dangerous for workmen to do centerlining of any kind in such areas and that the thermoplastic centerlining lasted a full two years which was equivalent to four paint stripings. He said that the material contained reflective beads and was much thicker than paint. He said it was more expensive than paint but the advantage of thermoplastic was that it minimized the number of exposures the Division's workmen had to danger and also minimized disruptions of traffic.

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 signed the contracts on the toll audit matter. He said one of the contracts was between the Commission and Electron-Ohio, Inc. and Magneguide Corporation, joint venturers, for designing, equipping and installing of the new toll audit system. He said the contract was quite complicated and consisted of five phases. He said the contract was executed on January 29, 1973 and that the company was in full swing. He said the second contract was between the Commission, Electron-Ohio, Magneguide and RCA Services for the maintenance of the system. He said that contract had also been executed. He said he would like to commend Francis K. Cole, Assistant General Counsel, for his work on the contracts and other staff members, including William G. Gerber, Comptroller, who had worked closely with Mr. Cole and the Executive Director on the matter. He said he would like to mention that Mr. Gerber had been appointed as the Ohio Turnpike Commission Project Coordinator and would be responsible for the Commission's day-to-day communications with the companies involved. The Chairman directed that Mr. Gerber's appointment be confirmed in a letter and that copies of it be sent to the Commission Members.

The Executive Director reported also that he had been invited to attend a panel discussion held by the International Bridge, Tunnel and Turnpike Association to discuss developments in new toll audit systems. He said the panel discussion was to be held in Williamsburg, Virginia, on February 21. He said the Ohio Turnpike Commission was the leader in developing a new system and

that all other toll roads were interested in what the Ohio Turnpike Commission was doing. He said that although the Ohio Turnpike Commission was not a member of the Association, he had agreed to attend the panel discussion.

The Chairman said the Ohio Turnpike Commission would pay the Executive Director's expenses to the meeting. He said it was needless to say that the Executive Director would not take an honorarium. He said the Executive Director of the Ohio Turnpike Commission was not like the former Ohio Director of Finance who got his expenses paid.

The Executive Director reported also that a contract had been executed with the J. E. Greiner Company to make a study of improvements needed on the Turnpike in order to make it acceptable to the Director of Transportation when it became toll free. He said the agreement with J. E. Greiner Co. was effective February 1 and that it had begun work. He said he had held a discussion with the Director of Transportation on how to obtain the information from the Department of Transportation that would be needed and that Mr. Harnden had informed him before the meeting that some of the J. E. Greiner Co. personnel assigned to the project would be in Berea later in the week. He said he would work with Bobby F. Everhart, Deputy Director of Transportation Planning in order to get the study under way. He said the agreement called for completion of the study in 12 months except that it also provided that after all the information was gathered, a review would be made to see if the length of the study could be shortened. He said the contract also provided that J. E. Greiner Co. would submit monthly progress reports and that important elements of the study would be reviewed by the Commission committee which had been appointed in December and consisted of Mr. Richley, Mr. Chastang and the Executive Director.

The Executive Director reported also that there were resurfacing contracts before the Commission. He said that on February 2 the Commission had received bids on four contracts and that there were three awards to be made and one bid to be rejected. He said that bids were taken on an alternate basis to provide either limestone or crushed slag in the surface course. He said that every project that had ever been awarded by the Turnpike for resurfacing had included crushed slag because of its superior skid resistant quality even though it was more expensive. He said that consistent with past practice all the contracts to be recommended would be on the basis of the alternate for crushed slag in the surface course. He said the Commission also had included alternates in three of the proposals to provide certain guard rail where it existed in the limits of the contracts. He said the bids provided for the replacement of cable rails with rail that complied with current Interstate safety standards and that in the bids to be recommended the guard rail was included.

The Executive Director said further that the first contract was designated Contract RMP 59-73-1 and 1A and that the limits were from Milepost 0 to Mile-

post 0.4 and also Milepost 5.7 to Milepost 14.8, for a total of 9.5 miles in Williams County. The Executive Director said the contract had been recommended by the Chief Engineer, Frank A. Dutton, and by the Consulting Engineers, the J. E. Greiner Co., for award to the low bidder, S. E. Johnson Co. of Maumee, Ohio, both projects 59-73-1 and 1A including the alternate for the crushed slag surface course in the total amount of \$1,568,291.15. The Executive Director said that he too recommended the award on that basis.

Mr. Chastang asked how many bids had been received on that project. The Executive Director said that there were two bids and that the amount bid was 4.4 per cent below the estimate the Turnpike staff had made. The General Counsel, Lockwood Thompson, said that the folders in front of the Members showed the bids on the four contracts and that they were the original documents.

A resolution awarding Contract RMP 59-73-1 & 1A to the S. E. Johnson Company of Maumee, Ohio in the amount of \$1,568,291.15 as outlined in the specifications was moved for adoption by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 1-1973

"WHEREAS the Commission has duly advertised, according to law, for bids for the repair and resurfacing of original Construction Sections C-59, C-60 and C-61, from Milepost 5.7 to Milepost 14.8, and also for bids for the repair and resurfacing of original Construction Section C-62 from Milepost 0.0 to Milepost 0.4, all in Williams County, Ohio, and proof of said advertising is before the Commission;

"WHEREAS the contract for the work to be performed in original Constuction Sections C-59, C-60 and C-61 has been designated Contract RMP 59-73-1;

"WHEREAS the contract for the entire work, including the work of said Contract RMP 59-73-1 and the work to be performed in original Construction Section C-62 has been designated Contract RMP 59-73-1 & 1A;

"WHEREAS separate unit prices have been solicited and tendered for the work to be performed in original Construction Section C-62 under the designation Contract RMP 59-73-1A;

"WHEREAS alternate bids for the performance of all of the aforesaid work have been solicited and tendered upon the basis of the use of crushed slag in lieu of other specification material in the surface course;

"WHEREAS bids have been received from two bidders for said contracts, including such alternate bids, 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 and alternate bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon with respect to said analyses and they, and also the Commission's executive director, have made their recommendations predicated upon such analyses;

"WHEREAS all bids for said contracts 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 Contract RMP 59-73-1 & 1A, including the alternate for the use of crushed slag in the surface course, being in the amount of \$1,505,327.00 for the performance of Contract RMP 59-73-1, and in the amount of \$62,964.15 for the inclusion of the additional work to be performed in Construction Section C-62, designated in the proposal as Contract RMP 59-73-1A, and in the total amount of \$1,568,291.15 is, and is by the Commission determined to be the lowest and best of all bids and alternate bids for the performance of the work for which bids were solicited, taking into account the superior material provided for under the alternate bids and the determination, which is hereby made, that it is in the best interest of the Commission to perform the work provided for in Construction Section C-62 pursuant to said bids;

"WHEREAS 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 of all bids and alternate bids for the performance of the work for which bids were solicited and of the incidental obligations of the contract; 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 alternate bid of S. E. Johnson Company, Maumee, Ohio, in the total amount of \$1,568,291.15 for the performance of Contract RMP 59-73-1 & 1A, providing for an asphaltic concrete surface course using crushed slag, is, and hereby is determined to be, the lowest and best of all bids 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 the other bidder of its bid security, (3) to direct the return to said successful bidder of its bid security when the aforesaid contract has been duly executed and its 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 present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. He said the contract would be executed according to the terms of the resolution. The resolution was identified as No. 1-1973.

The Executive Director said further that the second contract was designated as RMP 59-73-2 and that it was between Milepost 48.6 and Milepost 55.5, in Lucas County, a distance of 6.9 miles. He said the low bidder on the contract utilizing the alternate crushed slag and guard rail specifications was Arthur S. Langenderfer, Inc, of Toledo, Ohio. He said the contract had been recommended for award by the Chief Engineer, and by the Consulting Engineers. He said the contract price was 5.3 per cent below the estimate made by the Commission staff and that he recommended it be awarded. He said there were three bids on that contract.

A resolution awarding Contract RMP 59-73-2 to the Arthur S. Langenderfer, Inc. of Toledo, Ohio in the amount of \$1,099,093.60 was moved by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 2-1973

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repairs and resurfacing of original Construction Sections C-48, C-49 and C-50, between Milepost 48.6 and Milepost 55.5 in Lucas County, Ohio, which contract is designated Contract RMP 59-73-2, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received from three bidders, including bids upon two alternates provided for in the afore-said advertisement; namely, an alternate for an asphalt concrete surface course using crushed slag, and one for the removal and installation of guard rail in accordance with SP 606 of the contract documents in addition to the other work of the contract, and said bids were duly opened and read as provided in the public notice, and said bids are before this meeting;

"WHEREAS said bids and alternate bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon with respect to said analyses 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 Arthur S. Langenderfer, Inc., Toledo, Ohio, for the performance of said Contract RMP 59-73-2, with the asphalt concrete surface course using crushed slag, and the removal and installation of guard rail in accordance with SP 606, in the amount of \$1,099,093.60, is, and is by the Commission determined to be, the lowest and best of all said bids and alternate bids for the performance of said contract, taking into account the superior material provided for, and that it is in the best interest of the Commission to perform the guard rail installation pursuant to the alternate provided for in the solicitation of bids;

"WHEREAS 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 of all bids and alternate bids 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 alternate bid of Arthur S. Langenderfer, Inc., Toledo, Ohio, in the amount of \$1,099,093.60 for the performance of Contract RMP 59-73-2, including the use of crushed slag in the surface course and the removal and installation of guard rail, 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 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 present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. He said the contract would be executed according to the terms of the resolution. The resolution was identified as No. 2-1973.

The Executive Director said further that the third project was designated as Contract RMP 59-73-3 between Milepost 80.7 and Milepost 86.0, a distance of 5.3 miles in Ottawa and Sandusky Counties. He said the low bidder on the alternate using the crushed slag and the guard rail specifications was the S. E. Johnson Company of Maumee, Ohio in the amount of \$859,949.50. He said the contract had been recommended for award by the Chief Engineer and by the Consulting Engineers and he too recommended award. He said the amount was 3.6 per cent below the amount estimated by the Commission's staff.

In response to a question by Mr. Richley, the Executive Director said the completion date on all three contracts was July 1. He said there was no question in his mind that the contractors would be able to complete the contracts on time. He said that prior to making his recommendation to adopt the contracts he had determined the contractors had no outstanding work with the State. He said they had performed satisfactorily in the past and that the staff was satisfied the contractors could perform adequately for the Commission.

A resolution awarding Contract RMP 59-73-3 to the S. E. Johnson Company of Maumee, Ohio in the amount of \$859,949.50 was moved for adoption by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 3-1973

"WHEREAS the Commission has duly advertised, according to law, for bids upon a contract for the repairs and resurfacing of original Construction Sections C-40 and C-41, between Milepost 80.7 and Milepost 86.0 in Ottawa and Sandusky Counties, Ohio, which contract is designated Contract RMP 59-73-3, and proof of said advertising is before the Commission;

"WHEREAS bids for the performance of said contract have been received from three bidders, including bids upon two alternates provided for in the afore-said advertisement; namely, an alternate for an asphalt concrete surface course using crushed slag, and one for the removal and installation of guard rail in accordance with SP 606 of the contract documents in addition to the other work of the contract, and said bids were duly opened and read as provided in the public notice, and said bids are before this meeting;

"WHEREAS said bids and alternate bids have been analyzed by the Commission's consulting engineer and by its chief engineer, and they have reported thereon with respect to said analyses 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 S. E. Johnson Company, Maumee, Ohio, for the performance of said Contract RMP 59-73-3, with the asphalt concrete surface course using crushed slag, and the removal and installation of guard rail in accordance with SP 606 in the amount of \$859,949.50, is, and is by the Commission determined to be, the lowest and best of all said bids and alternate bids for the performance of said contract, taking into account the superior material provided for, and that it is in the best interest of the Commission to perform the guard rail installation pursuant to the alternate provided for in the solicitation of bids;

"WHEREAS 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 of all bids and alternate bids 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 alternate bid of S. E. Johnson Company, Maumee, Ohio, in the amount of \$859,949.50 for the performance of Contract RMP 59-73-3, including the use of crushed slag in the surface course and the removal and installation of guard rail, 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 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 present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. He said the contract would be executed according to the terms of the resolution. The resolution was identified as No. 3-1973.

Mr. Chastang asked whether the contract included the peat area at Milepost 15. The Executive Director said that it did not and that that area would come under contract in 1974. The Chairman said that there had been no report on Milepost 15 for a while. The Executive Director said that the first contract stopped just short of that area at Milepost 14.8 and that the Commission staff was in the process of taking readings and tabulating them to see what the condition was and would have a report soon.

The Executive Director said further that the fourth project had been designated Contract RMP 59-73-4 and that it was between Milepost 230.6 and Milepost 241.2, a distance of 10.6 miles in Mahoning County at the extreme eastern end of the Turnpike. He said this was the first length of mainline which was to be resurfaced for the second time. He said that only one bid had been received, a joint venture of the Northern Ohio Paving Co. and City Asphalt and Paving Co. He said the companies had bid on both crushed slag and guard rail alternates as well as drainage requirements and the bids ran from 41.1 to 68.5 per cent above the Commission's estimate, depending on which alternates were bid. The Executive Director said it was the recommendation of the Chief Engineer, the Consulting Engineers and also his recommendation that the bid be rejected and that the plans and specifications be modified and readvertised.

The Chairman asked what the delay would do to the repaving schedule. The Executive Director replied that it could be in shape to readvertise and would be presented again to the Commission by the next meeting, providing satisfactory bids were received. Mr. Richley agreed that that could be done and asked what kind of modifications were planned for the contract documents. The Executive Director said that one of the things the staff had found was that there were great variations in the bid prices from the staff's estimates of the cost of the drainage provided for in the bid documents. He said the original construction of the Turnpike did not provide for longitudinal underdrains, and whenever a resurfacing contract was let longitudinal underdrains had been provided for wherever it was thought they were necessary. He said that it was not absolutely necessary to provide them throughout the length of roadway

covered by this proposal. The Executive Director said it was intended to modify the plans so that an alternate could be taken on the drainage provision. He said the prices for the longitudinal underdrains were twice as much as had been estimated, and twice those received on the other bids for the other stretches of mainline advertised at the same time. He said the Consulting Engineers and the Commission's own engineers felt that the stretch could be resurfaced without the underdrains if it was necessary to do so.

Mr. Richley asked what was meant by "if necessary". He said either the underdrains were needed or they were not and that he did not understand why alternate bids would be taken on such a basis. The Executive Director said that there were no longitudinal underdrains in the area of discussion. Mr. Richley asked what the basis of determination for the need of longitudinal underdrains was. He said first the need for drains should be determined then the kind, and so on before the question of cost was examined. The Executive Director replied that one of the things to be considered and the thing that would be examined was whether the Commission's own forces might install the underdrains. The Executive Director said there had not yet been time to sit down and analyze the problem thoroughly. Mr. Harnden said the question was whether they were really needed. He said the last time the stretch was resurfaced without them and there were some failures. Mr. Richley asked if they were included in the bid to be rejected. The Executive Director said they were. Mr. Harnden said that perhaps something less would be satisfactory. Mr. Chastang observed that the bid price was substantially higher on the items than was estimated. Mr. Richley said the longitudinal underdrains would be specialty items for a paving contractor and asked what the value of them was. The Executive Director placed the value at about one half million dollars. Mr. Richley suggested that they might be provided for in a separate contract. The Chairman directed that the drains be taken out of the specifications. Mr. Richley observed that the drains amounted to 1/3 of the total cost of the paving contract. The Executive Director said that since the project might cost a half a million dollars more than had been estimated that the matter upset the budget estimate. He said it might be necessary to shorten the length to be resurfaced. Mr. Richley asked if the Commission could do all the longitudinal underdrain work with its own forces. The Executive Director said the Commission forces would be able to do some of it but probably not the whole amount. He said it might be done in a modified fashion, perhaps it would not be needed for the whole length of the project. He said that the project was 10-1/2 miles long and that longitudinal underdrains had been provided for the entire length, but as Mr. Harnden said, it was not likely that there was an absolute need for longitudinal underdrains for the whole length. He said that a good, quick, hard look would be taken in the matter.

Mr. Richley asked whether there were any other large deviations from the estimates. The Executive Director said the only other thing that was out of line was the maintenance of traffic item which was stated as a lump sum.

He said he wished to examine that to find out why it was so high. He said traffic in the area had declined since the opening of I-80.

Mr. Chastang asked whether the companies had bid other proposals and whether they had been within reason or whether they had been high. The Executive Director said they had bid before and had been within reason and had been awarded. The Chairman said the Commission had used Northern Ohio Paving Co. over a period of years. Mr. Harnden said that City Asphalt and Paving Co. had also been a successful Bidder. The Chairman said there was no question about the competence of the two companies. The Executive Director said that if there had been two bids to substantiate that the estimate was wrong things would have been different but the fact that there was only one bid made a difficult problem. The Chairman said it would be impossible to take such a distortion and that somebody was wrong. He said the Commission could not do anything but reject when there was only one bid and that bid was so far above the estimated cost. He asked Mr. Richley if the Department of Transportation would reject under similar circumstances. Mr. Richley said that under most conditions the Department would.

A resolution rejecting proposal for Contract RMP 59-73-4 on which only one bid had been received, a joint venture of the Northern Ohio Paving Company and the City Asphalt and Paving Company, in the amount of \$1,569,506.50, was proposed, and a motion that the staff have the Consulting Engineers modify the contract documents and seek a rebid as soon as possible so that the new bids could be considered at the next meeting of the Commission was made by Mr. Richley, seconded by Mr. Chastang, as follows:

RESOLUTION NO. 4-1973

"WHEREAS the Commission has duly advertised, according to law, for bids for a contract for the repairs and resurfacing of original Construction Sections C-1 and C-2, between Milepost 230.6 and Milepost 241.2 in Mahoning County, Ohio, which contract is designated Contract RMP 59-73-4, 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 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 Northern Ohio Paving Co. and City Asphalt and Paving Co. (a Joint Venture), Youngstown, Ohio, in the amount of \$1,569,506.50, as well as its alternate bid, being the only bids received for the performance of Contract RMP 59-73-4, 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 present responded to roll call. The vote was as follows:

Ayes: Richley, Chastang, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 4-1973. The Chairman said the Secretary-Treasurer would advise the bidder accordingly and the Commission would proceed to seek new bids.

The Chairman said the report of the Executive Director was accepted as offered. He said the report of the General Counsel would be received.

The General Counsel said that in his quarterly report of December 31, 1972 he had reported on the case of Millard C. Stacey vs. the Ohio Turnpike Commission. He said the case was originally filed more than 16 years ago and that it was argued on December 18, 1972 and that on December 29 the court ruled in the favor of the Commission on all 24 causes of action and rendered judgment for the Commission. He said he had to report that an appeal had been taken by Mr. Stacey but that he hoped it would not take as long for the appellate court to reach its decision.

The General Counsel reported also on the matter of sick leave. He said that in discussions with the employees reference had been made to a State

statute concerning sick leave. He said the General Assembly had extended certain privileges to persons who might be retiring or resigning and the Executive Director had approved a similar program for employees of the Turnpike Commission. He said that William C. Hartman of Squire, Sanders & Dempsey, who was advising the Committee on Employee Relations, had recommended that the bylaws be revised before the Commission took any further action. The Chairman directed that the General Counsel prepare such recommended changes as soon as possible. He said that he would like to see all the bylaws brought up to date.

The Chairman said the report of the General Counsel was accepted as offered. He ascertained there would be no report by the Consulting Engineer or by the Director of Information and Research.

The Chairman directed that the Executive Director would advise both Mr. Teagarden and Mr. Anderson by telephone about what had occurred at the meeting and that they had been missed and express the Commission's hope that they were feeling better. He said Mr. Anderson still wished to join in the vote on the toll audit resolution which had taken place at the December meeting and would do so at the next meeting.

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

RESOLUTION NO. 5-1973

"WHEREAS 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 December 5, 1972, 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 December 5, 1972 hereby are ratified, approved and confirmed."

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

Ayes: Chastang, Richley, Shocknessy.

Nays: None.

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 5-1973.

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

Ayes: Chastang, Richley, Shocknessy.

Nays: None.

The Chairman declared the meeting adjourned. The time of adjournment was 12:14 p. m.

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



Charles J. Chastang, Secretary-Treasurer