

## MINUTES OF THE 432ND MEETING OF THE OHIO TURNPIKE COMMISSION

August 18, 1997

Pursuant to the bylaws, the Ohio Turnpike Commission met in regular session in the Administration Building at 682 Prospect Street, Berea, Ohio at 10:15 a.m. on August 18, 1997, with members of the staff: G. Alan Plain, Executive Director; Gino Zomparelli, General Counsel and Deputy Executive Director-External Services; Robert Arlow, Deputy Executive Director-Operations; Anthony DiPietro, Deputy Executive Director-Administration; Andrea Plassard, Acting Comptroller; David H. Ransbury, Chief Engineer; Daniel F. Castrigano, Maintenance Engineer; John Mitchell, Director of Management Information Systems; Richard A. Lash, Director of Safety Services; Robert P. Barnett, Director of Information and Research, and others in attendance.

Present: Umberto P. Fedeli, Ruth Ann Leever, Earl Williams, Gary Joseph, Senator M. Ben Gaeth

Absent: Marilyn R. Baker and Representative Richard Hodges

The Chairman said the minutes of the last Commission meeting of June 23, 1997, had been distributed to the Members for their comments, and he would accept a motion to adopt them without reading.

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

Ayes: Mrs. Leever, Mr. Williams, Mr. Joseph, Mr. Fedeli

Nays: None

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

The Chairman said the meeting was the 432nd meeting of the Commission. He said it was being held at the Commission's headquarters as provided for in the Commission's Code of Bylaws. He said Marilyn Baker was unable to attend the day's meeting. He said Mr. Joseph was at the meeting in place of Mr. Wray and he was authorized to represent and vote for Mr. Wray. He said also that Representative Richard Hodges could not attend the meeting.

The Chairman said there were a number of guests at the meeting and he would ask them to identify themselves as follows: Cleve Brooks, SBK Brooks; Ryan Conners, Conners & Co.; Erin Rainey, ODOT; Mike Kurey, ARCI; David Patch, The (Toledo) Blade; Kathy Petrusis and Debra Janik, Key Bank; Alan Bauccho, A. G. Edwards; Steve Wood and Jim Calpin, Paine Webber; Eric Erickson, The Ohio Co.; Bobby Everhart, URS/Greiner; David Millstone, Squire, Sanders & Dempsey; John Peca, Climaco, Climaco, Seminatore, Lefkowitz & Garofoli Co., LPA; Paul Stubbins, Seasongood & Mayer; Kyle Jones and Michael Hamilton, Jones Technologies; Alan Linger, Sun Oil Co.; Frank Lamb, Huntington Bank; Heidi Jedel, Information and Research Department Secretary; Captain Paul Ash, Ohio State Highway Patrol; Cassaundra Thomas, MBE Coordinator; Pat Patton, Government Liaison Officer; Rob Fleischman, Assistant Chief Engineer; Fred McFall, Host Marriott; Richard Boylan, Boylan &

Associates; Paul Sciria, Sciria & Associates; Bob Brown and Charlie Visconsi, Key Capital Markets; Richard T. Andrews, Choice Construction; Barbara Lesko, Executive Director's Secretary and Diane Pring, General Counsel's Secretary.

The Chairman said various reports would then be received and the Commission would act on a number of resolutions, draft copies of which had been previously sent to the Members and updated drafts were also in the Members' folders.

The Chairman said that, if there were no questions, the report of the Assistant Secretary-Treasurer, Mr. Plain, would be received.

Mr. Plain said that the following listed items had been sent to the Members since the last regularly scheduled meeting of the Commission on June 23, 1997:

1. Weekly Traffic Statistics
2. Traffic Accident Summary for June and July 1997
3. Traffic and Revenue Report for June and July 1997
4. Financial Statement for June and July 1997
5. Draft of Commission Meeting Minutes of June 23, 1997
6. Investment Transactions, June and July 1997
7. Budget and Expense Report for the First Six Months of 1997
8. Turnpike Notes June/July 1997
9. Various News Releases

The Chairman ascertained there would be no reports on Budget and Finance, Audit/Legal or Services Plazas. He said the report on Employee Relations would be received.

Mr. DiPietro said that, as had been indicated in the past, the staff had been in negotiations with the union relative to the part-time Toll Collectors contract which expired on June 30, 1997. He said that on August 8, 1997, the Commission and union went to fact-finding before Mr. Marvin J. Feldman, the fact-finder. He said the staff received his report on August 15, 1997, as a result of the presentation made by the union and the Commission to the fact-finder. He said that based on review of the fact-finder's report, he would make a recommendation that the Commission consider approving it and accepting the fact-finder's report.

Mr. Zomparelli said the Commission would discuss that in executive session.

Mr. DiPietro said that, in addition, he expected to be coming forward next month with a recommendation to the Commission on compensation issues as it pertains to non-bargaining unit administrative employees.

The Chairman told Mr. DiPietro to remember that there was a big correlation between happy customers and happy employees. He said he wanted to make sure the Commission's associates were happy and that was why they took care of our customers.

Mr. DiPietro said exactly.

The Chairman said the report on Employee Relations was accepted as offered. He said the report of the Executive Director would be received.

Mr. Plain said the first resolution he had was for a water line installation and sanitary sewer improvements at the Blue Heron and Wyandot Service Plazas in Sandusky and Ottawa Counties. He said he would read the RESOLVED as follows:

"RESOLVED that the bid of Underground Utilities, Inc. of Monroeville, Ohio, in the amount of \$686,630.00 for the performance of Contract No. 53-97-01, is, and is by the Commission, determined to be the lowest responsive and responsible bid received for the performance of said contract, and is accepted, and that the chairperson and executive director, or either 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; (2) to direct the return to the other bidders of their bid security, when appropriate, and (3) to take any and all action necessary or proper to carry out the terms of said bid and of said contract; and

"FURTHER RESOLVED that Project No. 53-97-01 is designated a System Project under the Commission's 1994 Master Trust Agreement."

Mr. Plain said that, before asking for a motion on the resolution, he wanted to mention that there were six bidders that responded to the invitation. He said the bids ranged from a low of \$686,630.00 to a high of \$1,027,908.00. He said he thought there was a lot of competition. He said the lowest four were very close and there were a couple of high bids in there. He said he recommended that the resolution be adopted and he would need a motion and a second.

A Resolution Awarding Contract No. 53-97-01 was moved for adoption by Mr. Williams, seconded by Mr. Joseph as follows:

#### **RESOLUTION NO. 35-1997**

"WHEREAS, the Commission has duly advertised according to law for bids upon a contract for the waterline and sanitary sewer improvements at the Commission's Blue Heron and Wyandot Service Plazas located in Sandusky and Ottawa Counties, Ohio;

"WHEREAS, the Commission has received bids from six bidders for the performance of said contract;

"WHEREAS, said bids have been reviewed and analyzed by the Commission's maintenance engineer, and he has submitted a report concerning such analysis and his report is before the Commission and the Commission's executive director has made his recommendation to the Commission predicated upon such analysis;

"WHEREAS, the Commission's minority business enterprise coordinator has reviewed the documents submitted by the bidders and has determined that there is satisfactory evidence of compliance with the Commission's Minority Business Enterprise Program;

"WHEREAS, all bids for said contract were solicited on the basis of the same terms and conditions and the same specifications, and the bid of Underground Utilities, Inc. of Monroeville, Ohio in the amount of \$686,630.00 for the performance of Contract No. 53-97-01 has been determined by the Commission to be the lowest responsive and responsible bid received;

"WHEREAS, the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.07, Section 9.312 and Section 153.54, all of the Revised Code of Ohio, and that a performance bond with good and sufficient surety has been submitted by Underground Utilities, Inc.;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of Underground Utilities, Inc. of Monroeville, Ohio, in the amount of \$686,630.00 for the performance of Contract No. 53-97-01, is, and is by the Commission, determined to be the lowest responsive and responsible bid received for the performance of said contract, and is accepted, and that the chairperson and executive director, or either 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; (2) to direct the return to the other bidders of their bid security, when appropriate, and (3) to take any and all action necessary or proper to carry out the terms of said bid and of said contract; and

"FURTHER RESOLVED that Project No. 53-97-01 is designated a System Project under the Commission's 1994 Master Trust Agreement."

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

Ayes: Mr. Williams, Mr. Joseph, Mrs. Leever, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 35-1997.

Mr. Plain said the second resolution he had was for award of Contract 77-97-09. He said the contract involved the repair of slope failures in various places and grading, drainage and asphaltic concrete shoulder pavements from Mileposts 90.53 to 92.47 in Sandusky County. He said there were two bidders who responded to the invitation, The S. E. Johnson Companies of Maumee, Ohio and Great Lakes Construction Co. of Independence, Ohio. He said the bids were very close and about \$100,000.00 apart. He said he would read the RESOLVED as follows:

"RESOLVED that the bid of The S. E. Johnson Companies, Inc. of Maumee, Ohio, in the amount of \$2,233,163.25 for the performance of Contract No. 77-97-09, is, and is by the Commission, determined to be the lowest responsive and responsible bid received for the performance of said contract, and is accepted, and that the vice-chairperson and executive director, or either 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; (2) to direct the return to the other bidders of their bid security, when appropriate, and (3) to take any and all action necessary or proper to carry out the terms of said bid and of said contract; and

"FURTHER RESOLVED that Project No. 77-97-09 is designated a System Project under the Commission's 1994 Master Trust Agreement."

Mr. Plain said he recommended that the resolution be adopted.

The Chairman said he would abstain on the vote. He abstained from all voting pertaining to the Resolution Awarding Contract No. 77-97-09. He also did not participate in any discussion of such resolution.

A Resolution Awarding Contract No. 77-97-09 was moved for adoption by Mrs. Leever, seconded by Mr. Joseph as follows:

**RESOLUTION NO. 36-1997**

"WHEREAS, the Commission has duly advertised according to law for bids upon a contract for third-lane construction which includes slope failure repairs and grading, drainage and asphaltic concrete shoulder pavements from Milepost 90.53 to Milepost 92.47 located in Sandusky County, Ohio;

"WHEREAS, the Commission has received bids from two bidders and for the performance of said contract;

"WHEREAS, said bids have been reviewed and analyzed by the Commission's chief engineer, and he has submitted a report concerning such analysis and his report is before the Commission and the Commission's executive director has made his recommendation to the Commission predicated upon such analysis;

"WHEREAS, the Commission's minority business enterprise coordinator has reviewed the documents submitted by the bidders and has determined that there is satisfactory evidence of compliance with the Commission's Minority Business Enterprise Program;

"WHEREAS, all bids for said contract were solicited on the basis of the same terms and conditions and the same specifications, and the bid of The S. E. Johnson Companies, Inc. of Maumee, Ohio in the amount of \$2,233,163.25 for the performance of Contract No. 77-97-09 has been determined by the Commission to be the lowest responsive and responsible bid received;

"WHEREAS, the Commission has been advised by its general counsel that said bid conforms to the requirements of Section 5537.07, Section 9.312 and Section 153.54, all of the Revised Code of Ohio, and that a performance bond with good and sufficient surety has been submitted by The S. E. Johnson Companies, Inc.;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of The S. E. Johnson Companies, Inc. of Maumee, Ohio, in the amount of \$2,233,163.25 for the performance of Contract No. 77-97-09, is, and is by the Commission, determined to be the lowest responsive and responsible bid received for the performance of said contract, and is accepted, and that the vice-chairperson and executive director, or either 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; (2) to direct the return to the other bidders of their bid security, when appropriate, and (3) to take any and all action necessary or proper to carry out the terms of said bid and of said contract; and

"FURTHER RESOLVED that Project No. 77-97-09 is designated a System Project under the Commission's 1994 Master Trust Agreement."

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

Ayes: Mrs. Leever, Mr. Joseph, Mr. Williams

Nays: None

Abstain: Mr. Fedeli

The Chairman declared the resolution stood adopted with all Members present, except him, voting in the affirmative. The resolution was identified as No. 36-1997.

Mr. Plain said the third resolution concerned the financial condition of the Commission which was required by the Master Trust Agreement. He said the information was attached and certified. He said it was something that had to be done in compliance with the Trust Agreement. He said he would read the RESOLVED as follows:

"RESOLVED that the Commission having reviewed the analysis prepared by the comptroller determines that there will be sufficient Gross Revenues for fiscal year 1997 together with Series Payments, Additional System Payments and Supplemental Payments to meet the requirements of 4.04 (a) of the Trust Agreement and hereby authorizes and directs the comptroller to issue a certificate required by 4.04(b) of the Trust Agreement; and

"FURTHER RESOLVED that copies of such certification and a certified copy of this resolution shall be transmitted to the trustee, the rating agencies and shall be available to any interested party."

Mr. Plain said he recommended that the resolution be adopted.

A Resolution Concerning the Financial Condition of the Commission was moved for adoption by Mr. Williams, seconded by Mr. Joseph as follows:

#### **RESOLUTION NO. 37-1997**

"WHEREAS, §4.04(a) of the Master Trust Agreement ("Trust Agreement") between the Commission and The Huntington National Bank, as trustee, dated February 15, 1994, requires that on or before July 31 of each year the Commission shall complete a review of its financial condition for the purpose of estimating whether the Gross Revenues for such Fiscal Year will be sufficient to provide, together with Series Payments, Additional System Payments and Supplemental Payments, the amounts specified in §4.04(a) of the Trust Agreement;

"WHEREAS, the Commission's comptroller has analyzed the Commission's financial condition and has advised the Commission that on the basis of his analysis the Commission's revenues for fiscal year 1997 will be sufficient to meet the requirements of §4.04(a) of the Trust Agreement and has set forth a detailed statement of the actual and

estimated Gross Revenues, Series Payments, Additional System Payments and Supplemental Payments and a certification of same is before the Commission;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission having reviewed the analysis prepared by the comptroller determines that there will be sufficient Gross Revenues for fiscal year 1997 together with Series Payments, Additional System Payments and Supplemental Payments to meet the requirements of §4.04(a) of the Trust Agreement and hereby authorizes and directs the comptroller to issue a certificate required by §4.04(b) of the Trust Agreement; and

"FURTHER RESOLVED that copies of such certification and a certified copy of this resolution shall be transmitted to the trustee, the rating agencies and shall be available to any interested party."

## TRUST AGREEMENT SECTION 4.04 CALCULATION

Requirement I - GROSS REVENUES:		
ACTUAL FOR 1ST HALF 1997	\$ 74,753,295	
SECOND HALF ESTIMATE	\$ 80,256,351	
ESTIMATE FOR 1997	<u>\$ 155,009,646</u>	Section 4.04 (a) (I) and 4.04 (b)
OM&A PER BUDGET	\$ 72,849,353	Section 4.04 (a) (I) (1)
EXPENSE RESERVE AMT.	\$ 92,466	Section 4.04 (a) (I) (2)
TOTAL FOR 1997	<u>\$ 72,941,819</u>	
EXCESS <DEFICIENCY>	\$ 82,067,827	
Requirement II - SYSTEM PLEDGED REVENUES:		
GROSS REVENUES	\$ 155,009,646	
less: OM&A	\$ <72,849,353>	
less: EXPENSE RESERVE AMT.	<u>\$ &lt;92,466&gt;</u>	
SYSTEM PLEDGED REVENUES	<u>\$ 82,067,827</u>	Section 4.04 (a) (II)
ANNUAL DEBT SERVICE REQUIREMENT		Section 4.04 (a) (II)
1994 bonds	\$ 8,660,016	
1996 bonds	\$ 25,672,297	
DEBT SERVICE RESERVE	\$ -	Section 4.04 (a) (II)
RENEWAL & REPLACEMENT	<u>\$ 12,000,000</u>	Section 4.04 (a) (II)
TOTAL	<u>\$ 46,332,313</u>	
EXCESS <DEFICIENCY>	\$ 35,735,514	
Requirement III - SYSTEM PLEDGED REVENUES		
120% ANNUAL DEBT SERVICE	<u>\$ 41,198,776</u>	
EXCESS <DEFICIENCY>	\$ 40,869,051	



**ESTIMATE OF GROSS REVENUE - 1997**

<u>Toll Revenue</u>	<u>1st HALF</u>	<u>2nd HALF</u>	
1991	37,324,721	42,860,473	
1992	39,140,693	44,504,138	
1993	40,899,893	47,468,700	
1994	43,524,470	50,917,155	
1995	46,171,531	55,832,236	
1996	55,962,603	62,822,207	
1997	64,772,444	72,245,538	(EST.)

<u>Special Toll Permit</u>			
1991	615,992	551,435	
1992	922,455	843,763	
1993	1,140,659	947,122	
1994	1,291,285	1,046,185	
1995	1,456,523	1,223,832	
1996	1,560,483	1,208,864	
1997	1,201,639	1,201,639	(EST.)

<u>Investment Revenue 1997</u>			
Revenue Fund	593,619		
Renewal & Replacement Fund	510,320		
System Projects Fund	3,735,197		
Construction Fund	<u>3,940,076</u>		
Total 1st Half 1996	8,779,212	6,809,174	(EST.)

**2ND HALF ESTIMATE** **80,256,351**

I hereby certify the calculations above to be an accurate estimation of the Gross Revenues per Section 4.04b of the Master Trust Agreement.

Craig Rudolph  
Authorized Officer

7/29/97  
Date

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

Ayes: Mr. Williams, Mr. Joseph, Mrs. Leever, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 37-1997.

Mr. Plain said that was all the resolutions he had to introduce, but he would like to talk about a few other items. He said that, first of all, he was saddened to report that two of the Turnpike's maintenance employees were killed when they were struck by a pickup truck at the Bryan-Montpelier (No. 2) Interchange on July 31. He said they were Assistant Foreman, Duane Cisek, 48, who had been with the Commission for 12 years, and maintenance worker, Richard Yoh, 43, an employee for 1-1/2 years. He said the staff had expressed their sympathy to the families and flags had been flown at half-mast for a two-week period in honor of those employees.

Mr. Plain said also that Mrs. Leever and members of the staff met with GSI Architects to discuss construction materials, how the buildings were going to be put together, coloring and scheduling. He said plans were expected to be completed in September and, in discussions with the architect, he indicated construction might not be able to start in October as originally planned. He said the architect said they were finding long lead-times for structural steel and other critical items which indicated there were delivery times of at least 3 to 4 months. He said the Commission would certainly not be able to meet any schedule if a contract was let early and expected it to be completed by early summer.

Mr. Plain said further that because of the complex nature of the project and some of the timing with the Sun Oil Company contract for the service stations, which would be expiring next year, it would be better to start in the fall, close in the building during the winter and then open in the spring. He said that was when traffic began building up on the road and it fell off dramatically after Labor Day. He said that schedule also would be good for letting out bids for occupancy by some of the vendors.

Mr. Plain said further that, based on the information that the architect provided on the construction schedules, it also indicated that in order to complete them in a timely fashion those plazas might have to be shut down.

Mr. Plain said further that, with all the information the staff had and the additional information the architect would be supplying at a future meeting, his feeling was that completed plans would probably be done in September. He said that contracts could most likely be let in the winter so that construction could start in the fall of 1998. He said that would provide the necessary lead-time for delivery of critical items. He said construction schedules could then be compressed and the plazas opened for business in late spring or early summer of 1999.

Mr. Plain said further that he thought members of the staff agreed that schedule was the best so that there was time to order materials and better coordinate some of the things that had to be done. He said the projects were very complicated and they didn't want to rush into them and not have them available to the public. He said he thought they should take their time

and make sure that everything was in order. He said they were going to be beautiful, and everyone was excited and wanted to do them right.

Mr. Williams asked what was the projected time for completion of construction?

Mr. Plain said that earlier the completion time was 14 months, but it was now down to 7 months. He said that he thought the schedule could be compressed by starting in the fall, ordering the materials with sufficient lead-in time and even working some double shifts.

Mr. Plain said further that the staff didn't have all of the information back from the architects, but they should have that within the next month. He said that the staff would then make a decision as to how they would proceed.

Mr. Plain said further he thought the schedule could be compressed to 5-6 months and the construction would be done when traffic volume was at its lowest. He said the traffic flow increased quickly in the spring and was higher then than in the fall months. He said he wanted the successful bidding vendors to be able to take advantage of that situation to make the money to carry them through the lower traffic periods in the winter.

The Chairman said the report of the Executive Director was accepted as offered. He said the report of the Deputy Executive Director-Operations would be received.

Mr. Arlow said there was one interchange under construction, Archbold-Fayette, 2A, and it was progressing. He said there had been heavy rains during the past week, but work was on schedule. He said there were 6 third-lane projects and they were moving along on time. He said there were 17 bridge projects under construction presently and most of them were on schedule.

Mr. Arlow said further that there was some concern with steel delivery and the staff had heard during the last week and a half that some of the fabricators were running a little behind on the steel delivery. He said the contractors were up to date and ready to accept the steel once it got to the job sites. He said the delays might hold up work on the overhead bridges. He said there were no interruptions in Turnpike traffic at that point and construction looked to be on time.

The Chairman asked what was happening with Interstate Route 77.

Mr. Arlow said that project was still under design and a late spring bidding was expected.

The Chairman asked if all aspects of the project had been approved by the Federal Highway Administration.

Mr. Plain said he thought everything had been worked out on that.

The Chairman asked if there were any other interchanges they needed to start on.

Mr. Arlow said the Commission had still not resolved the issue with the railroad association concerning the interchange with State Route 58. He said that was the last interchange under the current program that had to be constructed.

The Chairman said that was frustrating because the interchange was supposed to be built a few years ago and the Commission had tried to work with the railroad association. He said it did not appear that much was happening out there. He said he thought a date had to be set for them to get their act together and, if not, then he thought the Commission should proceed.

Mr. Plain said that part of the problem involved various railroads that were consolidating, abandoning certain rail lines and the companies had to prepare a surface transportation plan in order to do that. He said it was taking time. He said that Norfolk Southern owned right-of-way along that corridor and they indicated that they were not going to give up to a competitor because they were the ones hauling into the Kobe Steel plant at the time.

Mr. Plain said further that it was just a very, very confusing issue involving the Rail Authority, Kobe Steel, Lorain County, the city of Lorain, the Governor's Office and various others. He said the staff has been trying to find out which way they were going and hoped to resolve the situation. He said it had been very difficult getting information from some of those other agencies.

Mr. Zomparelli said that part of Mr. Plain's frustration had been the lack of communications with him. He said there had not been any meetings worth mentioning. He said there also were no written or verbal plans proposed to the Commission, only a promise they could do it.

Mr. Zomparelli said further that the railroad association had not shown the Commission any financial viability or the viability to even reimburse the Commission for additional right-of-way costs that would be incurred or additional design costs that the Commission would have to incur. He said the Commission had already expended significant funds on the original design.

The Chairman said he thought the other parties involved should be given a reasonable period of time to get on board.

Mr. Zomparelli asked if the Chairman had a responsive date that he wanted to defer to the Executive Director.

The Chairman said he did not have a specific date, but he thought the Commission wanted to be reasonable and they needed to get moving. He asked how long they had been talking about the interchange.

Mr. Arlow said it had been 2 to 2 1/2 years.

Mr. Plain said they had probably been talking longer than that about building the interchange. He said the question was how do they do it. He said did they accommodate the railroad that may or may not be there.

Mr. Zomparelli said the Commission could not purchase additional land that they didn't need. He said the Commission could not purchase excess land.

Mr. Plain said there were a lot of issues that had to be resolved by others. He said the staff was ready to proceed. He said they had a consultant with one set of plans without the railroad and they were working on another set with the railroad. He said they could build the

interchange with the railroad, although it was going to cost more money. He said the Commission might never be reimbursed for expending those extra funds.

The Chairman asked how much more the interchange would cost to build if the railroad were accommodated.

Mr. Arlow said it would be at least an additional \$3 million at that point.

The Chairman said that maybe the Commission should take the initiative and call a meeting and try to get all the appropriate people to attend. He said he would be happy to participate.

Mr. Plain said he would be glad just to get a response to a phone call.

The Chairman asked if that was the last new interchange to be constructed.

Mr. Arlow said the Chairman was correct. He said the staff could move forward now. He said that plans had been completed without co-existence with the railroad and they could be ready to bid within 90-120 days. He said that with the railroad the staff would have to re-do the plans which would take a minimum of 6 months.

The Chairman said he wanted to see if they could call a meeting with all the appropriate parties and see what they could figure out.

Mrs. Leever asked if those were the same people who were allowed to speak at a Commission meeting about two years ago.

Mr. Zomparelli said they did come to the Commission Meeting and made a presentation.

Mr. Plain said he was told by the Ohio Rail Authority that they had everything set. He said he was told that they could sell bonds and could do all kinds of things. He said they also stated that within a week they would give him their structure and payment schedule and how they were going to reimburse the Commission for the costs that were already expended. He said that was probably six months ago. He said he got the feeling that the whole thing evolved around Kobe Steel and they were the ones that had been getting it delayed and using it as leverage for their suppliers.

Mr. Williams said he agreed with the Chairman that the Commission should take the initiative and move and set up a meeting.

The Chairman said the Commission had no hidden agenda other than wanting to complete the interchange. He said it would be the Turnpike's 15th new interchange. He said it was one that the Commission had talked about early on and there was little opposition to it in the area.

Mr. Plain said everybody wanted it and it was one of the busier areas in Lorain County and it could take some of the stress off Exit 8 and some of the other interchanges in Lorain County. He said they would like to see it go forward.

The Chairman said a meeting would be set up and the others involved would be given ample time and he thought that after the meeting the Commission would set a deadline. He said that, if deadlines were not set, things usually didn't happen.

Mr. Plain said the situation involved other investors that wanted to develop part of the property that the Commission would have to acquire to accommodate the railroad. He said that, if the railroad was not going to be there, it precluded them from doing any development on that property.

The Chairman said the Commission had even asked ODOT's John Platt, who was knowledgeable about railroads, for his opinion.

Mr. Plain said he had asked Representative Taylor and Senator Oelslager to inquire about the situation in some of the General Assembly's committees. He said he had a call from representatives of Norfolk & Southern, who indicated that they own 6 miles toward the Lorain area and they were not about to give it up to a competitor.

Mr. Plain said further that he thought the railroad committees were trying to put pressure on Norfolk & Southern to abandon one site in exchange for approving their surface transportation plan. He said he didn't understand why a company would do that and give it away to their competition. He said it didn't make sense to him or Norfolk & Southern.

The Chairman asked Mr. Plain to set up a meeting with all concerned.

The Chairman said the report of Mr. Arlow was accepted as offered. He said the report of Captain Ash would be received.

Captain Ash said that regarding the accident which took the lives of two Turnpike Maintenance employees, which Mr. Plain mentioned earlier in the meeting, the truck driver had been charged with two counts of involuntary manslaughter. He said the trial was pending.

The Chairman said it was a very unfortunate circumstance. He said he and Mr. Plain both sent letters to the families expressing their sympathies.

The Chairman said the report of Captain Ash was accepted as offered. He said the report of the general consultant would be received.

Mr. Everhart said he was completing a report for July which showed that both passenger car and commercial vehicle toll revenue exceeded the forecast. He said there seemed to be a trend upwards.

The Chairman said that when he read those reports the conclusion he came to was that when the Turnpike was not under construction the traffic tended to go up and when it was under heavy construction the traffic tended to dip. He said it seemed that construction was more an indicator than purely the increases in tolls.

Mr. Plain said that was reflected in the Turnpike traffic, which he had depicted in graphs he used for presentations. He said the graphs indicated that traffic went up and down when the Turnpike had single lanes zones and when there were at least two lanes open. He said he had received numerous compliments on the use of the third lane.

Mr. Plain said further that there had not been any permanent construction zones with single lanes since June 22. He said that on other area roads there were plenty of barrels out and zones established. He said that would be continuing.

Mr. Plain said further that he just read that ODOT indicated they were going to be doing a major rehabilitation of Interstate 71 between Cleveland and Columbus. He said it was going to be a 5 to 7 year process and cost some \$300 million. He said the road was going to be torn up and there were not too many alternatives left.

The Chairman said he thought the work on I-71 was overdo.

The Chairman said the report of the general consultant was accepted as offered. He ascertained there would be no report from the Trustee. He said the report of General Counsel would be received.

Mr. Zomparelli said that before giving his report he thought the Vice Chairperson would like to make a statement.

Mrs. Leever said she moved that the Commission adjourn the meeting to hold an executive session in order to discuss and review labor matters in connection with the collective bargaining negotiations with the part-time Toll Collectors and, in addition, to confer with the Commission's General Counsel regarding matters subject to pending or imminent litigation. At the end of such executive session, the Commission meeting shall reconvene.

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

Ayes: Mrs. Leever, Mr. Williams, Mr. Joseph, Mr. Fedeli

Nays: None

(The meeting adjourned at 10:45 a.m. and re-convened at 11:30 a.m.)

The Chairman said the meeting would re-convene. He said the report of General Counsel would be received.

Mr. Zomparelli said he would like to present several resolutions to the Commission for consideration. He said the first resolution was entitled a Resolution Adopting the Findings of the Fact-Finder Relative to the Part-time Toll Collector Negotiations.

Mr. Zomparelli said the fact-finder issued a fact-finding report to the Commission on August 15, 1997, a copy of which the Members had in their folders. He said the report had been reviewed and they had an opportunity to make a decision. He said he would read the RESOLVED as follows:

"RESOLVED that the Commission hereby accepts the report and recommendations of the fact-finder as set forth in his recommendations dated August 15, 1997."

Mr. Zomparelli said he recommended the resolution be adopted.

A Resolution Adopting the Findings of the Fact-Finder Relative to the Part-time Toll Collector Negotiations was moved for adoption by Mrs. Leever, seconded by Mr. Joseph as follows:

**RESOLUTION NO. 38-1997**

"WHEREAS, negotiations took place between representatives of the Commission and United Electrical, Radio and Machine Workers of America (Union), as representatives of the part-time toll collectors, and certain unresolved issues were submitted to fact-finding under the provisions of Chapter 4117, Revised Code to a fact-finder appointed by the State Employment Relations Board, namely, Marvin J. Feldman;

"WHEREAS, the fact-finder issued his recommendations and conclusions on August 15, 1997, and such recommendations and conclusions have been reviewed by the Commission;

"WHEREAS, the Deputy Executive Director-Administration, the Deputy Executive Director-External Services/General Counsel, as well as its outside labor counsel, David J. Millstone, Esq., have recommended to the Commission that the Commission accept the conclusions of the fact-finder;

"NOW, THEREFORE, BE IT

"RESOLVED that the Commission hereby accepts the report and recommendations of the fact-finder as set forth in his recommendations dated August 15, 1997."

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

Ayes: Mrs. Leever, Mr. Joseph, Mr. Williams, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 38-1997.

Mr. Zomparelli said the second resolution he had for consideration was entitled Resolution Declaring the Necessity of Appropriating Property and Directing that Proceedings to Effect Such Appropriation be Begun and Prosecuted.

Mr. Zomparelli said further that the resolution was drafted in connection with the interchange to be constructed at C. R. 24 at the Ohio Turnpike Milepost 25.3 in Fulton County. He said the resolution lists the owners as: Mryland W. Stahl and Merle L. Stahl, his wife. He said it also lists the auditor and treasurer. He said a copy of the legal descriptions are attached to the resolution. He said he would read the RESOLVED as follows:

"FURTHER RESOLVED that the general counsel be, and he hereby is, instructed to do or cause to be done all things that may be necessary in the premises in order that proceedings for the appropriation of the property described above may be commenced."



Mr. Zomparelli said further that the Commission had attempted to resolve the matter without going to court, but we were not able to arrive at a mutually agreeable price for the property. He said it was not a very big parcel, but he recommended the Commission move to adopt the resolution so they could file the Petition for Appropriation.

A Resolution Declaring the Necessity of Appropriating Property and Directing that Proceedings to Effect Such Appropriation be Begun and Prosecuted was moved for adoption by Mr. Williams, seconded by Mr. Joseph as follows:

**RESOLUTION NO. 39-1997**

"RESOLVED that the Commission has negotiated for a reasonable time for the purchase of the real estate described herein with the owner, but has been unable to enter into an agreement and has complied with the provisions of section 163.04 of the Revised Code; and said property is necessary for the construction of an interchange with County Road 24 (S. R. 66) and the Ohio Turnpike in the vicinity of Milepost 25.3 in Fulton County, Ohio;

"BE IT FURTHER RESOLVED that proceedings be begun and prosecuted to effect the appropriation of the fee title and necessary easements on the following described property from the owner and persons having an interest therein, to-wit:

<u>Owners</u>	<u>Place of Residence</u>
Mryland W. Stahl	23869 County Road H Archbold, OH 43502
Merle L. Stahl	23869 County Road H Archbold, OH 43502
John Trudel Auditor, Fulton County	210 S. Fulton Street Wauseon, OH 43567
Dennis Hales Treasurer, Fulton County	210 S. Fulton Street Wauseon, OH 43567

"The aforementioned property to be appropriated is described as follows:

**Parcel No. 2A-5WD - Fee Simple**  
**Parcel No. 2A-5WD-1 - Fee Simple**

Legal descriptions are attached as Exhibit "A" and "B";

"FURTHER RESOLVED that the general counsel be, and he hereby is instructed to do or cause to be done all things that may be necessary in the premises in order that proceedings for the appropriation of the property described above may be commenced."

**Parcel No. 2A-5WD**

A parcel of land comprising part of the Northwest Quarter (¼) of Section 8, Town 7 North, Range 5 East, German Township, Fulton County, Ohio, being more particularly bounded and described as follows:

Commencing at the West quarter (¼) corner of the said Section 8, said point being Station 15+80.24, on the centerline of survey & right of way of County Road 24, Station 16+16.52, 20.05' Lt. of centerline of construction of County Road 24 (said centerlines of County Road 24 being defined as shown in the Plans and Specifications of the Ohio Turnpike Commission project C.I.P. No. 55-95-02); thence North 00°20'50" West, along the said centerline of survey & right of way of County Road 24 (C.R. 24), (West line of Section 8, East line of section 7, 25.00 feet) (to Sta. 16+40.63, 15.31 feet Left of centerline of construction C.R. 24, Sta. 16+05.24, centerline of survey and right of way C.R. 24); said point being the POINT OF BEGINNING; thence North 00°20'50" West, along the said centerline of survey & right of way of County Road 24 (C.R. 24), (West line of Section 8, East line of section 7) and the centerline of construction of C.R. 24, 1195.42 feet, more or less, to the South line of the Northwestern Ohio Rails to Trails Association property recorded in Volume 272, Page 35, Fulton County Deeds Records (Sta. 28+00.67, centerline of survey, construction & right of way C.R. 24); thence South 89°41'38" East, along the said South line of the Northwestern Ohio Rails to Trails Association property, 65.00 feet (to Sta. 27+99.93 , 65.00 feet right of centerline of survey, construction & right of way C.R. 24); thence South 00°20'50" East, 299.93 feet (to Sta. 25+00.00, 65.00 feet right of centerline of survey, construction & right of way C.R. 24); thence South 89°39'10" West, 5.00 feet (to Sta. 25+00.00, 60.00 feet right of centerline of survey, construction & right of way C.R. 24); thence South 00°20'50" East, 895.09 feet (to Sta. 16+29.15, 43.61 feet right of centerline construction of C.R. 24); thence South 89°58'26" West, 60.00 feet, more or less, to the point of beginning. Containing 73,214.803 square feet or 1.681 acres of land, more or less, including the present right of way of C.R. 24 which occupies 29,044.550 square feet or 0.667 acres of land, more or less. Subject to easements, restrictions and leases of record.

The bearings contained herein are based upon an assumed meridian and are to be used for the determination of angular measurements only.

**Exhibit "A"**

Parcel No. 2A-5WD-1

A parcel of land comprising part of the Northwest Quarter (¼) of Section 8, Town 7 North, Range 5 East, German Township, Fulton County, Ohio, being more particularly bounded and described as follows:

BEGINNING at the Northwest corner of the said Section 8, said point being Station 42+18.33 on the centerline of survey & right of way & construction of County Road 24, and also being the intersection of County Road H/Township Road H, (said centerlines of County Road 24 & County Road H/Township Road H being defined as shown in the Plans and Specifications of the Ohio Turnpike Commission project C.I.P. No. 55-95-02); thence South 89°58'59" East, along the said centerline of survey & right of way of County Road H, (North line of Section 8, South line of Section 5), 75.19 feet (to Sta. 42+17.85 75.19 feet Right of centerline of survey, construction & right of way C.R. 24); thence South 00°01'01" West, 30.00 feet, more or less, to the South right of way line of the said County Road H (Sta. 41+87.85, 75.00 feet Right of centerline of survey, construction & right of way C.R. 24); thence South 41°33'42" West, 37.43 feet (to Sta. 41+60.00, 50.00 feet right of centerline of survey, construction & right of way C.R. 24); thence South 00°20'50" East, 460.00 feet (to Sta. 37+00.00, 50.00 feet right of centerline of survey, construction & right of way C.R. 24); thence North 89°39'10" East, 25.00 feet (to Sta. 37+00.00, 75.00 feet right of centerline of survey, construction & right of way C.R. 24); thence South 00°20'50" East, 800.18 feet, more or less, to the North line of a parcel of land described in Volume 272, Page 35, Fulton County Deeds Records (Sta. 28+99.82, 75.00 feet right of centerline of survey, construction & right of way C.R. 24); thence North 89°41'38" West, 75.00 feet, more or less, to the West line of the said Section 8 (Sta. 29+00.67, centerline of survey, construction & right of way C.R. 24); thence North 00°20'50" West, 1317.66 feet, more or less, to the point of beginning. Containing 86,993.253 square feet or 1.997 acres of land, more or less, including the present right of way of C.R. 24 & C.R. H, which occupies 33,782.286 square feet or 0.776 acres of land, more or less. Subject to easements, restrictions and leases of record.

The bearings contained herein are based upon an assumed meridian and are to be used for the determination of angular measurements only.

Exhibit "B"

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

Ayes: Mr. Williams, Mr. Joseph, Mrs. Leever, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted with all Members present voting in the affirmative. The resolution was identified as No. 39-1997.

Mr. Zomparelli said the third resolution he had was an amending and housekeeping resolution that he prepared relating to the Executive Director's selection of GSI Architects, Inc. as the Commission's architect to perform design and architectural services on all the Turnpike's service plazas.

Mr. Zomparelli said further that the new resolution amended Resolution No. 72-1996 which gave the Executive Director authority to select Gilberti Spittler International or Wolfgang Doerschlag, or either firm, to perform architectural and design services for the Turnpike.

Mr. Zomparelli said further that there should be a name correction for Gilberti Spittler International and that should be GSI Architects, Inc. He said he also attached a copy of the agreement executed between the Commission and GSI Architects, Inc. He said it was attached as Exhibit "A". He said the agreement was the one the Commission would use to have GSI Architects, Inc. perform all architectural and design services. He said he would read the RESOLVED of the resolution as follows:

"RESOLVED that the Ohio Turnpike Commission hereby amends Resolution No. 72-1996, to list the correct name of the architectural and design firm as GSI Architects, Inc. as the firm which will provide the Commission with design and architectural services relating to the Commission's sixteen service plazas; and

"FURTHER RESOLVED that the Commission hereby ratifies the actions taken by the Executive Director whereby the Executive Director, on behalf of the Commission, on or about May 5, 1997, executed an agreement with GSI Architects, Inc. for architectural and design services, a copy of which is attached hereto and incorporated herein as Exhibit 'A'."

Mr. Zomparelli said further that it was important to note that the second firm, Wolfgang Doerschlag, had sent a letter to the Commission asking that they not be considered to provide any architectural and design services. He said that was the reason why the Executive Director made the single selection of GSI Architects, Inc. at that time. He said he recommended that the resolution be adopted.

A Resolution Amending Resolution No. 72-1996 and Ratifying Execution of the Agreement with GSI Architects, Inc. was moved for adoption by Mrs. Leever, seconded by Mr. Williams as follows:

#### **RESOLUTION NO. 40-1997**

"WHEREAS, on December 16, 1996, the Commission adopted Resolution No. 72-1996, which authorized the Executive Director to take further action concerning the services of an architectural consultant to provide preliminary studies, final design and

assist with the construction management in connection with the construction/renovation of the Commission's sixteen service plazas;

"WHEREAS, the Commission received a proposal from GSI Architects, Inc. to perform design and architectural services;

"WHEREAS, the Commission's Executive Director and General Counsel entered into negotiations with GSI Architects, Inc. to formalize an agreement for the redesign, demolition and construction of sixteen service plazas along the Ohio Turnpike, a copy of which is attached and incorporated as Exhibit "A", which agreement has been executed by the parties;

"WHEREAS, the Commission desires to ratify the Executive Director's selection of GSI Architects, Inc., pursuant to Resolution No. 72-1996, and it is, therefore, necessary to correct the name listed on said resolution from Gilberti, Spittler International (GSI) to GSI Architects, Inc.;

"NOW, THEREFORE, BE IT

"RESOLVED that the Ohio Turnpike Commission hereby amends Resolution No. 72-1996, to list the correct name of the architectural and design firm as GSI Architects, Inc. as the firm which will provide the Commission with design and architectural services relating to the Commission's sixteen service plazas; and

"FURTHER RESOLVED that the Commission hereby ratifies the actions taken by the Executive Director whereby the Executive Director, on behalf of the Commission, on or about May 5, 1997, executed an agreement with GSI Architects, Inc. for architectural and design services, a copy of which is attached hereto and incorporated herein as Exhibit "A".

**OHIO TURNPIKE COMMISSION**

**Resolution Authorizing the Executive Director  
to take Further Action Concerning  
the Services of an Architectural Consultant**

WHEREAS, on July 18, 1996, the Commission issued a Letter of Interest to solicit responses from architectural firms to provide preliminary studies, final design and assist with the construction management in connection with the renovation of the Commission's sixteen service plazas;

WHEREAS, responses were received on August 2, 1996, from ten architectural firms expressing an interest in serving the Commission and such responses were studied by the Commission's staff and the Commission's Service Plaza Review Group;

WHEREAS, the Service Plaza Review Group, after reviewing the proposals submitted, selected three of the firms to be interviewed, such interviews being held on September 3 and 4, 1996;

WHEREAS, the Service Plaza Review Group, after analyzing the proposals received and completing the interviews aforesaid met with the three firms on September 19 to discuss the forum for a competitive design process involving two sites, i.e., Middle Ridge and Tiffin River Service Plazas;

WHEREAS, each firm agreed to provide a conceptual floor plan of the buildings, complete with elevation views, renderings and a conceptual site plan, and the Commission agreed to contribute \$20,000 to each firm to defray the cost of competition;

WHEREAS, each firm's proposals were due on November 7, 1996, and each firm agreed to make a brief presentation, which presentations were conducted on November 7 and November 8, 1996;

WHEREAS, it is in the best interests of the Commission and its patrons to have the option to contract with up to two firms for architectural services given the large scope and magnitude of the project to construct/renovate the Commission's sixteen service plazas located along the 241.2 mile Turnpike;

WHEREAS, the selection of two architectural firms provides the potential for an expedited construction schedule and provides the Commission with the benefit of the expertise of two firms;

WHEREAS, the Service Plaza Review Group, after analyzing the proposals received, completing the interviews aforesaid and attending the respective presentations aforesaid, made recommendations to the Commission, and the Commission has duly considered such recommendations;

NOW, THEREFORE, BE IT

RESOLVED that the Commission hereby authorizes the Executive Director to select either Gilberti, Spittler International (GSI) of Cleveland, Ohio, and/or Wolfgang Doerschlag Architects Limited, Inc. of Columbus, Ohio to provide preliminary studies, final design and assist with the construction management in connection with the construction/renovation of the Commission's sixteen service plazas; and authorizes and directs the executive director and general counsel to enter into negotiations with either firm or both firms to formalize a contract for architectural services, all in accordance with the terms and conditions of the Commission's letter of interest and their respective architectural proposal and presentation.

(Resolution No. 72-1996 adopted December 16, 1996)

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# AGREEMENT BETWEEN OWNER AND ARCHITECT

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## Agreement Between Owner and Architect

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### AGREEMENT

made as of the 5<sup>th</sup> day of May in the year of Nineteen Hundred and Ninety-Seven.

**BETWEEN** the Owner:  
*(Name and address)*

OHIO TURNPIKE COMMISSION  
682 Prospect Street  
Berea, OH 44017

and the Architect:  
*(Name and address)*

GSI ARCHITECTS, INC.  
1382 West 9<sup>th</sup> Street, Suite 400  
Cleveland, OH 44113

For the following Project:  
*(Include detailed description of Project, location, address and scope.)*

The design and construction of new travel centers and demolition of the existing service plazas along the Ohio Turnpike, generally described as the Ohio Turnpike Travel Center Program. The services to be provided hereunder shall be performed in phases, each phase to commence upon Architect's receipt of a written notice to proceed order from Owner identifying the phases for which Basic Services are to be commenced. The phases of the Project, which may be modified or regrouped in Owner's discretion, are currently as follows:

#### Plazas

Plaza 2 (Fallen Timber and Oak Openings) and  
Plaza 6 (Great Lakes and Towpath).

Plaza 4 (Erie Island and Commodore Perry) and  
Plaza 8 (Mahoning Valley and Glacier Hill).

Plaza 1 (Indian Meadow and Tiffin River) and  
Plaza 3 (Blue Herron and Wyandotte).

Plaza 5 (Middle Ridge and Vermillion Valley) and  
Plaza 7 (Portage and Bradys Leap).

The parties acknowledge that the Architect has been directed to commence performance of Basic Services for Phase 1 above (i.e., Plazas 2 and 6). Future Plaza phasings or regroupings will be at the discretion of the Owner.

**General Scope Description.** The Architect is providing all engineering and design services, consisting of the Schematic Design, Design Development and Construction Document Phase services as described in Paragraphs 2.1 through 2.4, as part of its lump sum, fixed fee described in Paragraph 11.1 hereof. The Architect has also been retained to perform preconstruction and construction management services on a "time and materials " basis, such services consisting of cost estimating, project scheduling, bidding and negotiation services and construction contract administration, all as more particularly described in Schedule 1 attached hereto. The preconstruction and construction management services will be performed by the personnel listed on Exhibit F attached hereto.

The Owner and Architect agree as set forth below.

**TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT**

**ARTICLE 1  
ARCHITECT'S RESPONSIBILITIES**

**1.1 ARCHITECT'S SERVICES**

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees, and Architect's subcontractors, agents and consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The standard of care for all professional services performed or furnished by Architect under this Agreement will be the care and skill reasonably required by members of Architect's profession to satisfactorily complete the Project and all of the Work. The Architect shall carry automobile and public liability insurance in an amount not less than \$1,000,000 for injuries, including those resulting in death, to any one person, and in an amount of not less than \$5,000,000 on account of any one accident. In addition, Architect shall carry property damage insurance in the amount of \$500,000. Architect shall also carry professional liability insurance, errors and omissions, in the amount of \$1,000,000, insuring it in connection with services to be performed under this Agreement. The Owner shall be named as an additional insured under the automobile and public liability insurance coverage, and certificate(s) of insurance showing such coverage shall be forwarded to the Owner. Such policies shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured. Such certificates shall provide that the Owner shall receive a thirty (30) day written notice of cancellation of the policy.

The Architect shall furnish to the Owner a current Certificate of Premium Payment from the Industrial Commission of Ohio showing compliance with the Workers' Compensation Act.

**ARTICLE 2  
SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.1 DEFINITION**

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.5 and any other services identified in Article 12 as part of Basic Services, and include civil, structural, mechanical, plumbing and electrical engineering services, landscape and interior design services, surveying for Plazas 2 and 6, and furnishing the "Environmental Conditions Statement" referred to in Paragraph 12.1.

**2.2 SCHEMATIC DESIGN PHASE**

2.2.1 The Architect has reviewed the program furnished by the Owner to ascertain the requirements of the Project.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

### 2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

### 2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in complete detail the requirements for the bidding and construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### 2.5 PRECONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES

2.5.1 Architect shall provide the preconstruction and construction management services set forth in Schedule 1, attached hereto and made a part hereof (the "Preconstruction and Construction Management Services").

## ARTICLE 3 ADDITIONAL SERVICES

### 3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraph 3.2 shall only be provided if authorized or confirmed in writing by the Owner.

### 3.2 ADDITIONAL SERVICES

3.2.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by material adjustments in the Owner's program or Project budget; or
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner's Executive Director or designee shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents

submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 Except for Plazas 2 and 6 (which will be provided by the Architect as part of Basic Services), the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of each Plaza site, which surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the surveys shall be referenced to a Project benchmark.

4.5 If necessary, the Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.6 The services, information, surveys and reports required by Paragraphs 4.4 and 4.5 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.7 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any material fault or defect in the Project or nonconformance with the Contract Documents.

## ARTICLE 5 CONSTRUCTION COST

### 5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the

Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

### 5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary substantially and materially from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 The Architect shall assist the Owner in establishing a fixed limit of Construction Cost as part of a Project budget. The fixed limit shall include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 If the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.3.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

#### **ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 Upon payment of all amounts due and owing by Owner to Architect, all Drawings, Specifications and other documents prepared by the Architect for this Project (the "Documents") shall become the property of Owner. Upon the prior written consent of the Owner, Architect may make and retain copies of Documents for information and reference in connection with the Project. If Architect is not retained for any later phase of the Project, such Documents may only be reused by Owner or others on the Project provided that Owner indemnifies and holds harmless Architect and Architect's Subconsultants from all claims, costs, damages, losses, and expenses (including attorneys' fees and expenses) arising out of or resulting from such subsequent use.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

#### **ARTICLE 7 ARBITRATION**

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 8  
TERMINATION, SUSPENSION OR  
ABANDONMENT**

8.1 This Agreement may be terminated by either party upon not less than ten days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for reasonable expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon 30 days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within 30 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

8.7 Notwithstanding anything herein to the contrary, Owner shall have the right to terminate this Agreement, for convenience and without cause, upon 30 days prior written notice to Architect. During the 30-day period after its receipt of the

notice of termination, Architect shall use reasonable efforts to mitigate its damages or losses resulting from Owner's termination. Architect shall be entitled to payment of all fees and Reimbursable Expenses earned or incurred through the effective date of such termination.

**ARTICLE 9  
MISCELLANEOUS PROVISIONS**

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of Ohio.

9.2 Terms in this Agreement shall have the same meaning as those in the Owner's standard General Conditions of the Contract for Construction.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by

written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 The Architect shall coordinate the activities of the Owner and the Owner's consultants with respect to the further investigation and proposed remedial measures of any discovered hazardous materials at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 With the prior consent of the Owner, the Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

9.10 Architect may, after notice and prior approval of the Executive Director of Owner or his designee, employ such Subconsultants as Architect deems necessary to assist in the performance or furnishing of the Basic and Additional Services. Attached hereto as Exhibit A is a list of the Basic Services Subconsultants that Architect intends to employ for the Services. No additions or deletions to the attached List of Basic Services Subconsultants shall be made by Architect without prior notice and approval of the Executive Director of Owner or his designee. Notwithstanding the foregoing, Architect agrees to perform at least 55% of the Services with Architect's own employees or officers.

9.11 Architect agrees to comply with Owner's minority business enterprise requirements as set forth in the Ohio Turnpike Commission's Booklet entitled "Minority Business Enterprise Program, Procurement of Supplies, Services, Equipment and Materials (Revised: May 18, 1995)."

9.12 Architect shall procure and maintain insurance as set forth in Exhibit B, "Insurance," and shall

deliver to Owner certificates of insurance evidencing that such coverages are in place.

9.13 To the fullest extent permitted by law, Architect shall indemnify and hold harmless Owner, Owner's officers, directors, commission members and agents, partners, and employees from and against all suits, claims, causes of action, losses, judgments, damages, costs and expenses (including attorneys' fees and all other costs of defense) of any nature, kind or description to the extent that they arise out of or are caused by any intentionally tortious or negligent act, error or omission to act of Architect, its principals, employees, subcontractors and agents in the performance of this Agreement.

## ARTICLE 10 PAYMENTS TO THE ARCHITECT

### 10.1 REIMBURSABLE EXPENSES

10.1.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include the expenses incurred by the Architect and Architect's employees and consultants that are necessary and attributable to the Project, as identified on Exhibit C attached hereto and made part hereof. Any Reimbursable Expenses shall be subject to the Owner's approval as to the reasonableness and amount of the expense.

### 10.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.2.1 Payments for Basic Services and Reimbursable Costs shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service and expenses incurred, on the basis set forth in Subparagraph 11.1.1.

### 10.3 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.3.1 Payments on account of the Architect's Additional Services shall be made monthly upon presentation of the Architect's statement of services rendered.



#### 10.4 PAYMENTS WITHHELD

10.4.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

#### 10.5 ARCHITECT'S ACCOUNTING RECORDS

10.5.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

### ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

#### 11.1 COMPENSATION FOR BASIC SERVICES OF CONTRACTOR

11.1.1 For Basic Services in connection with Plazas 2 and 6 for the Schematic Design, Design Development and Construction Documents Phases, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Owner shall pay Architect a lump sum amount for Plazas 2 and 6 equal to One Million One Hundred Forty-Two Thousand Eight Hundred Ninety-Five Dollars (\$1,142,895.00) plus Reimbursable Expenses of Architect as set forth in Subparagraph 11.3.1 below. Attached hereto as Exhibit D is a A/E Fee Breakdown showing the application of the lump sum fee for each travel center. Architect has been authorized to proceed with Service Plazas 2 and 6 and shall be paid for Basic Services in connection therewith in accordance with the Phase I A/E Fee Billing Schedule attached hereto as Exhibit D-1. Upon Architect's receipt of a written notice to proceed from Owner identifying the phases for which Basic Services are to be commenced, Architect shall submit an A/E Fee Billing Schedule for each such phase. For Preconstruction and Construction Management Services provided as part of Basic Services, Owner shall pay Architect on a "time and materials" basis determined by multiplying the cumulative hours devoted to the Preconstruction and Construction Management Services by the Hourly Billing Rate set forth on Exhibit E for each applicable billing class for all such Preconstruction and Construction Management Services plus Architect's Reimbursable Expenses incurred in connection with any Preconstruction and Construction Management Services.

11.1.2 With respect to Basic Services set forth in Article 2 of Schedule 1, (entitled "Scope of Services During Preconstruction Phases") for Plazas 2 and 6, the Architect shall be paid at the hourly rates set forth in Exhibit E, not to exceed, however, Two Hundred Forty-Two Thousand Dollars (\$242,000.00), plus Reimbursable Expenses.

11.1.3 With respect to Basic Services set forth in Article 3 of Schedule 1 (entitled "Scope of Services During the Construction Phase") for Plazas 2 and 6, the Architect shall be paid at the hourly rates set forth in Exhibit E, plus Reimbursable Expenses. The Owner and the Architect shall agree on the Architect's construction management staffing for Plazas 2 and 6.

**11.2 COMPENSATION FOR ADDITIONAL SERVICES**

11.2.1 For all Additional Services, Architect shall be paid in accordance with the Hourly Billing Rate Schedule attached as Exhibit E or Exhibit F plus Reimbursable Expenses and the actual costs of all consultants providing such Additional Services.

**11.3 REIMBURSABLE EXPENSES**

11.3.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, the actual cost of the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

**11.4 ADDITIONAL PROVISIONS**

11.4.1 Payments are due and payable thirty (30) days from the date of the Architect's invoice.

11.4.2 The rates and multiples set forth in Exhibit E and Exhibit F shall be annually adjusted in accordance with normal salary review practices of the Architect.

**ARTICLE 12  
OTHER CONDITIONS OR SERVICES**

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 As part of Basic Services for each Plaza site (a) the Architect shall furnish the services of geotechnical engineers, which services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations and (b) the Architect shall furnish an "Environmental Conditions Statement" and engineering services for underground storage tank regulatory compliance requirements and equipment specifications.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

OHIO TURNPIKE COMMISSION

GSI ARCHITECTS, INC.

By: *G. Alan Plain*

By: *Peter F. Spittler*

Print Name: G. Alan Plain

Print Name: PETER F. SPITTLER

Title: Executive Director

Title: PRESIDENT.

APPROVED:

*Gino Zompakelli, General Counsel*  
Gino Zompakelli, General Counsel

**INDEX OF SCHEDULES AND EXHIBITS**

- Schedule 1 - List of Preconstruction and Construction Management Services**
- Exhibit A - Basic Services Subconsultants**
- Exhibit B - Insurance**
- Exhibit C - GSI Reimbursable Expenses**
- Exhibit D - A/E Fee Plaza Breakdown**
- Exhibit D-1 - Phase 1 A/E Fee Billing Schedule**
- Exhibit E - A/E Design Professional Hourly Billing Rates**
- Exhibit F - Construction and Field Personnel Hourly Billing Rates**
- Exhibit G - OTC Construction Services List**

**SCHEDULE 1**  
**LIST OF PRECONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES**

The Owner and the Architect agree that the terms and conditions governing the Architect's services and responsibilities under the Owner/Architect Agreement to which this Schedule 1 is attached shall be amended to include, as a Basic Service, the preconstruction and construction management services specified in this Schedule.

**ARTICLE I**  
**PRECONSTRUCTION AND**  
**CONSTRUCTION MANAGEMENT**  
**RESPONSIBILITIES**

1.1 The preconstruction and construction management services to be provided by the Architect, as Construction Manager, are as enumerated in Articles 2 and 3 of this Amendment.

1.2 The Architect shall provide organization, personnel and management to carry out the requirements of this Amendment in an expeditious and economical manner consistent with the interests of the Owner.

**ARTICLE 2**  
**SCOPE OF SERVICES DURING**  
**PRECONSTRUCTION PHASES**

**2.1 ESTIMATING AND SCHEDULING**

2.1.1 Upon the Owner's written request, the Architect shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

2.1.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Architect shall prepare a monthly update to the preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by the Architect of services for each succeeding Preconstruction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. The Architect shall advise the Owner if it appears that a preliminary Construction Cost estimate may

exceed the latest approved Project budget and make recommendations for corrective action.

2.1.3 Following the Owner's approval of the Construction Documents, the Architect shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

2.1.4 The Architect shall submit a recommendation on methods of Project delivery, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials.

2.1.5 The Architect shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of the Architect's services for each succeeding Preconstruction Phase.

2.1.6 In developing the Project schedule, the Architect shall identify critical and long-lead-time items for the coordination and integration of the Architect's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

2.1.7 The Architect shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the project.

**2.2 BIDDING**

2.2.1 The Architect shall assist the Owner in issuing bidding documents to bidders and in conducting pre-bid conferences with prospective bidders. The Architect shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

2.2.2 The Owner shall receive bids and the Architect shall review bids and prepare bid

analyses and make recommendations to the Owner for the Owner's award of Contracts.

2.2.3 The Architect shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. The Architect shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

2.2.4 The Architect shall advise the Owner on the division of the Project into separate contracts or various categories for work.

2.2.5 The Architect shall assist the Owner in obtaining applicable special permits for permanent improvements, excluding permits required to be obtained directly by the various Contractors and design architect.

### ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

3.1 The Architect shall provide the services listed on Exhibit G attached hereto and incorporated herein, and the Architect shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and the Architect to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

3.2 The Architect shall schedule and conduct preconstruction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. The Architect shall prepare and promptly distribute minutes to the Owner and Contractors.

3.3 The Architect shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

3.4 The Architect shall maintain at the Project site, on a current basis: one record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and

other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work. The Architect shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Architect shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

3.5 The Architect shall provide administration of the Contract for Construction as set forth in this Article 3 and in the Owner's standard General Conditions of the Contract for Construction.

3.6 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.

3.7 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the warranty period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

3.8 The Architect shall provide construction and field personnel located at the Project site during construction at a level of staffing agreed to by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.

3.9 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Contractor shall communicate

through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

**3.10** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

**3.11** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

**3.12** The Owner shall have authority to reject Work. The Architect shall inform the Owner of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect may recommend to the Owner to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

**3.13** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data for the Owner's approval and execution in accordance with the Contract Documents.

**3.14** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the

Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**3.15** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

**Exhibit "A"**

**BASIC SERVICE SUB-CONSULTANTS**

**I. A/E Services (Fixed Fee)**

<u>Sub-Consultant</u>	<u>Discipline</u>
MAI Associates, Inc.	Mechanical Engineering Electrical Engineering Plumbing
Middough Environmental Services, Inc.	Environmental Engineering
Resource International, Inc.	Civil Engineering GeoTech Engineering Surveying

**Exhibit "B"**

**INSURANCE COVERAGE**

<u>Insurance (Type)</u>	<u>Carrier/Coverage (\$)</u>
1. Worker's Compensation	Statutory
2. Commercial General Liability --	State Auto Insurance Company
- General Aggregate	\$1,000,000
- Each Occurrence	\$1,000,000
- Bodily Injury & Property Damage	\$1,000,000
3. Special Liability Endorsements --	State Auto Insurance Company
- Employer's Liability	\$1,000,000
- Employee Benefits Liability	\$1,000,000
4. Excess Umbrella Liability --	State Auto Insurance Company
- General Aggregate	\$4,000,000
- Each Occurrence	\$4,000,000
5. Professional Errors & Omissions --	CNA Insurance Company
- General Aggregate	\$2,000,000
- Each Occurrence	\$1,000,000
6. Auto Insurance --	ITT Hartford Insurance Group
- Liability Each Occurrence	\$1,000,000



## Exhibit "C"

### Reimbursable Expenses

No.	Reimbursable Expense Description	Reimb. Exp. Cost (\$)
1.	CADD System	\$0.00/Hour
2.	Auto Mileage	\$0.315/Mile
3.	Meals (Per Diem)	\$30/Day (1)
4.	Project Filing Fees & Permits	Cost
5.	GSI Repographics (Copying / Plotting)	Cost
6.	External Copying / Printing	Cost
7.	Courier Delivery	Cost
8.	Equipment Rental	Cost (4)
9.	Project Materials	Cost
10.	Parking & Tolls	Cost
11.	Telephone	Cost
12.	Air Travel	Cost (2,4)
13.	Lodging	Cost (3)
14.	Auto Rental	Cost (4)
15.	Standard Postage	Cost
16.	35mm Photography	Cost
17.	Digital Photography	Cost

**Denotations:**

- (1) Meals: Not to exceed \$30 per day without prior approval of the Executive Director or his designee.
- (2) Air Travel: Economy class only and only with the approval of the Executive Director or his designee.
- (3) Lodging: Cost, not to exceed \$35 per day without prior approval of the Executive Director or his designee.
- (4) Requires written approval from Executive Director or his designee.

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Exhibit "D"

A/E Plaza Breakdown

<u>Item No.</u>	<u>Plaza No.</u>	<u>Plaza Name</u>	<u>A/E Fixed Fees (\$)</u>	<u>A/E Phase</u>	<u>A/E Phase Release Date</u>
1	Plaza #6	Towpath / Great Lakes	\$722,616	1	1/1/97
2	Plaza #2	Fallen Timber/Oak Opening	\$420,279	1	1/1/97
3	Plaza		\$302,138		
4	Plaza		\$302,138		
5	Plaza		\$302,138		
6	Plaza		\$302,138		
7	Plaza		\$302,138		
8	Plaza		\$302,138		
<b>Total Fixed Fee:</b>			<u>\$2,955,724</u>		

Comments:

1. Each Plaza # identified above represents two (2) Travel Centers.

**Exhibit "D-1"**  
**Phase 1: A/E Fee Billing Schedule**

**I. A/E Fee Summary**

A/E Fee (Plaza #6):	\$722,616	Estimated
A/E Fee (Plaza #2):	\$420,279	Reim. Exp.
<b>FIXED FEE TOTAL (\$):</b>	<b>\$1,142,895</b>	<b>\$228,579</b>

**II. A/E Fee Project Distribution**

Project No.	Description	Phase	Plaza #		Phase	Project
			Plaza #1	Plaza #2		
62-05	Demolition Documents	3.64%	\$22,804	\$18,822	\$41,626	\$41,626
62-10	Pre-Design	11.29%	\$88,328	\$40,682	\$129,010	\$170,637
62-20	Site Analysis	5.88%	\$39,606	\$27,579	\$67,185	\$237,822
62-40	Schematic/Design Development	26.35%	\$205,362	\$95,841	\$301,202	\$539,024
62-50	Construction Documents	32.84%	\$366,516	\$237,355	\$603,871	\$1,142,895
<b>Fixed Fee Total:</b>		<b>100.00%</b>	<b>\$722,616</b>	<b>\$420,279</b>	<b>\$1,142,895</b>	
		<b>Calc.</b>	<b>\$722,616</b>	<b>\$420,279</b>	<b>\$1,142,895</b>	
62-60	Bidding	T&M	T&M	T&M	T&M	T&M
62-70	Construction Contract Administration	T&M	T&M	T&M	T&M	T&M

**III. Total A/E Fee Billing Schedule**

Project No.	Phase Description	Phase	Phase Fee (%)	Phase Duration (Mn)	Invoice Date	Mth. of Work	Invoice Amount	Bill Date
62-05	Demolition Documents	3.64%	\$41,626	2			\$41,626	\$41,626
62-10	Pre-Design / Site Analysis	17.17%	\$196,196	2			\$98,098	\$139,724
62-20	Pre-Design / Site Analysis			0			\$98,098	\$237,822
62-40	Schematic/Design Development	26.35%	\$301,202	2	5/14/97	Apr-97	\$158,690	\$396,512
62-50	Construction Documents	32.84%	\$603,871	3	6/30/97	May-97	\$199,602	\$743,693
					7/2/97	Jun-97	\$199,601	\$943,294
					8/6/97	Jul-97	\$199,601	\$1,142,895
62-60	Bidding	T&M	T&M	1	9/3/97	Aug-97	T&M	T&M
62-70	Construction Contract Administration	T&M	T&M	15	10/8/97	Sep-97	T&M	T&M
					11/5/97	Oct-97	T&M	T&M
					12/3/97	Nov-97	T&M	T&M
					1/3/98	Dec-97	T&M	T&M
					2/4/98	Jan-98	T&M	T&M
					3/4/98	Feb-98	T&M	T&M
					4/1/98	Mar-98	T&M	T&M
					5/6/98	Apr-98	T&M	T&M
					6/3/98	May-98	T&M	T&M
					7/1/98	Jun-98	T&M	T&M
					8/5/98	Jul-98	T&M	T&M
					9/3/98	Aug-98	T&M	T&M
10/7/98	Sep-98	T&M	T&M					
11/4/98	Oct-98	T&M	T&M					
12/3/98	Nov-98	T&M	T&M					
<b>TOTAL A/E BASIC SERVICES (FIXED FEE):</b>		<b>100.00%</b>	<b>\$1,142,895</b>					

C:\GNS\CLIENTS\OTC\Fee\Exhib\_D1.XLS[D-1 A/E Fee Billing Schedule

EXHIBIT "E"

ARCHITECTURE / ENGINEERING DESIGN PERSONNEL  
HOURLY BILLING RATES

1. PRINCIPAL DESIGNER .....	\$110.00
2. PRINCIPAL ARCHITECT .....	\$110.00
3. DIRECTOR.....	\$98.00
<i>Architecture</i>	
<i>Structural Engineering</i>	
<i>Interior Design</i>	
4. SENIOR PROJECT ARCHITECT / ENGINEER.....	\$89.00
5. SENIOR ARCHITECT / SENIOR ENGINEER I.....	\$79.00
<i>Senior Interior Designer</i>	
6. SENIOR ARCHITECT / SENIOR ENGINEER II.....	\$69.00
7. SENIOR ARCHITECT / SENIOR ENGINEER III .....	\$59.00
<i>Senior CADD Designer</i>	
8. ARCHITECT / ENGINEER I.....	\$55.00
<i>CADD Designer</i>	
9. ARCHITECT / ENGINEER II .....	\$49.00
<i>Interior Designer</i>	
<i>Sr. CADD Drafter</i>	
10. ARCHITECT / DESIGNER I.....	\$45.00
<i>CADD Drafter</i>	
<i>Drafter</i>	
11. ACCOUNTANT.....	\$39.00
11. CLERICAL.....	\$35.00

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EXHIBIT "F"

CONSTRUCTION MANAGEMENT & FIELD PERSONNEL  
HOURLY BILLING RATES

1. PRINCIPAL DESIGNER .....	\$110.00
2. PRINCIPAL ARCHITECT .....	\$110.00
3. PROJECT MANAGER .....	\$98.00
4. PURCHASING .....	\$92.00
5. ARCHITECTURAL / MEP ESTIMATOR .....	\$86.00
6. PROJECT SUPERINTENDANT .....	\$79.00
7. PROJECT ACCOUNTANT .....	\$69.00
8. SCHEDULER .....	\$68.00
9. INSPECTOR .....	\$55.00
10. FIELD ASSISTANT .....	\$45.00
11. ACCOUNTANT .....	\$39.00
12. CLERICAL .....	\$35.00
13. FIELD SECRETARY .....	\$27.00

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**EXHIBIT G  
OTC CONSTRUCTION SERVICES LIST**

Provide construction services for monitoring construction operations and execute duties and responsibilities as designated by the Owner. Construction services are to include, but not be limited to, the following:

1. Provide a professionally qualified field organization satisfactory to the Owner to observe, inspect, and assist in the coordination of all phases of the construction. No work will be performed without an inspector present. Assigned inspectors will be totally committed to the Project for its duration.
2. Advise, recommend, and consult with the Owner on all questions of engineering with relation to construction of the Project.
3. Serve as a liaison and coordinating agency between the Owner, the construction contractors working on the Project, the testing engineer, interested public and private entities and utility owners.
4. Attend and participate in pre-construction and other conferences as requested by the Owner.
5. Observe, coordinate and inspect Project construction every workday.
6. Prepare daily inspection reports on forms furnished by the Owner and maintain detailed Resident Inspector's Diaries for each person assigned to the Project.

The originals of the daily inspection reports shall be transmitted to the Owner weekly. Resident Inspector's Diaries shall be furnished to the Owner at the conclusion of the contract.

7. Maintain a file of correspondence, telephone conversations and other written documentation concerning Project construction activities and Owner authorized design revisions.
8. Review contractor payment requests and compare quantities shown with the summation of quantities noted in the daily inspection reports and with unit prices as included in the contract. Review and comment on construction progress schedule updates included in the payment requests. Recommend Owner action on each payment request. Review a pencil copy of the pay request and return within 48 hours of submittal, reconcile any differences, and expedite final copy.
9. Prepare change orders and extra work orders and other similar items in accordance with Owner regulations to properly document changed conditions or modified construction activities.
10. Provide negotiation assistance on contractor's claims and recommendation on resolution of claims.
11. Report field conditions that conflict with the Contract Documents to the Owner and recommend field modifications to resolve conflicts.
12. Review the contractor's fabrication plans, material and products submittals and brochures and shop drawing submittals. Recommend to the Owner on the acceptability of such submittals. Keep a weekly updated list of all shop drawings. Make certain that shop drawings are reviewed in a timely manner. Staff the project to turn around critical shop drawings in four (4) days, other shop drawings in seven (7) days.
13. Coordinate with Testing Laboratory to schedule field testing and shop inspection as required to maintain construction schedule.
14. Conduct and tape record progress meetings as required, following Agenda Forms, to coordinate all parties involved in the Project and maintain scheduled progress. Issue meeting minutes prior to the next meeting. Keep tapes of meetings for replay if required. Keep constant focus on schedule and inform contractor and Owner, in writing, if project appears to be falling behind schedule.

15. Report and record accident information which is observed and/or reported to the Resident Engineer or Inspectors. This is to include documentation of accidents involving the contractor's operation and/or accidents occurring on the job site or its vicinity. Photograph site conditions around each accident site to the extent reasonably possible.
16. Along with the contractor's superintendent and the Owner's designated representative, perform interim inspections of the various categories of work when completed. Prepare interim punch lists of required remedial work for contractor resolution. Monitor resolution of punch list items and advise Owner of status of resolution.
17. Along with the contractor's superintendent and the Owner's designated representative(s), perform a final inspection of the completed work. Any unresolved interim punch list items, as well as items not previously noted shall be discussed and resolution mutually agreed on for contractor action.
18. Certify the accuracy of the final payment quantities and estimate.
19. Prepare record as-built plans, in CADD and standard format, of the completed construction from information provided by the contractor and field records of construction activity. Revisions are to be noted on the original Project tracings.
20. Attend and observe every concrete pour, to make certain specifications are followed. Do not add water or use any finishing aids.
21. Verify that equipment and materials installed are only those specified and approved. Also, make certain that equipment filters, drip pans, valves, etc. are accessible and replaceable.
22. Verify that dimensions of building and site conform to design drawings.
23. Verify that A.D.A. requirements are met - including lavatory drain insulation.
24. Shop Drawing Procedure:
  - a. If "Revise and Resubmit" - return to Contractor.
  - b. If "Approved" or "Approved as Noted", stamp as such and send all copies to Owner for Owner approval. Owner will stamp and return copies to Consultant for distribution.
  - c. Shop Drawings must be reviewed and returned to the Contractor in a timely manner.
  - d. Owner will keep one set of shop drawings for their file.
  - e. Consultants will keep one set of shop drawings in their office, and one set of shop drawings at the site. The site shop drawings will be used to verify that only items with approved shop drawings will be installed.
25. Keep one full size set of drawings in the construction trailer, updated as necessary to build from. Information on this set shall be given to the contractor. This set shall be the only set used for construction.
26. Issue bulletins and revised drawings as required and if time permits. Otherwise, issue verbal directives followed by written field directives.
27. Make certain all questions, requests, and correspondence from the Contractor go through the consultant and be addressed promptly.
28. Review, approve, and recommend for acceptance by the Owner all operation and maintenance manuals, verifying the manuals are accurate, complete, and pertain to the equipment provided.
29. Review, approve, and recommend for acceptance by the Owner all warranties, verifying the warranties are accurate, complete, and pertain to the items provided. Also, keep track of all required warranties to verify that all were submitted.

30. Coordinate with the Contractor the scheduling of the required training sessions for Owner Maintenance and provide personnel to describe the design and operation of all systems and equipment.

31. Prior to acceptance of the building, structures and site, write a letter to the Owner stating that the facility was constructed in accordance with contract documents and is recommended for acceptance.

32. Provide Owner with a set of record documents containing a complete "as built" drawings and an electronic format agreeable to the parties (e.g., 3-1/2 inch diskette, CD ROM or tape).



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

Ayes: Mrs. Leever, Mr. Williams, Mr. Joseph, Mr. Fedeli

Nays: None

The Chairman declared the resolution stood adopted with all Members voting in the affirmative. The resolution was identified as No. 40-1997.

Mr. Zomparelli said the last resolution he had was entitled Resolution Concerning Award of Contract Pursuant to Invitation No. 3569.

Mr. Zomparelli said further that the Commission advertised for bids for Invitation No. 3569 for the furnishing to the Commission of sodium chloride known as "rock salt" for approximately 66,000 tons. He said the Commission received five bids in response to that invitation and such bids have been reviewed by the Commission's staff. He said there were 13 items in total on award of that invitation. He said he would read the RESOLVED paragraph which listed which companies would receive which items:

"RESOLVED that the bid of North American Salt Company of Overland Park, Kansas, for items 1, 2, 3, 4 and 5 in the total estimated amount of \$890,780.00; Morton International, Inc., Morton Salt Division, of Chicago, Illinois for items 6, 7, 8 and 10 in the total estimated amount of \$569,505.00; International Salt Company for items 9, 11 and 13 in the total estimated amount of \$1,092,230.00; and The Acme Company for Item 12 in the total estimated amount of \$106,250.00 for Invitation No. 3569 are, and are by the Commission deemed to be the lowest responsive and responsible bids received and are accepted and the chairperson and executive director, or either of them, is hereby authorized (1) to execute a contract with each successful bidder in the form heretofore prescribed by the Commission pursuant to the aforesaid invitation; (2) to direct the return to the other bidder of its bid security, when appropriate; and (3) to take any and all action necessary to properly carry out the terms of said contract."

A Resolution Concerning Award of Contract Pursuant to Invitation No. 3569 was moved for adoption by Mr. Joseph, seconded by Mr. Williams as follows:

#### **RESOLUTION NO. 41-1997**

"WHEREAS, the Commission has advertised for bids for Invitation No. 3569 for furnishing to the Commission its requirements for sodium chloride (rock salt) estimated at approximately 66,000 tons, and five bids were received in response to that invitation, such bids having been reviewed by the Commission's staff;

"WHEREAS, it is anticipated that the expenditures of the Commission for sodium chloride under Invitation No. 3569 shall exceed \$500,000 and in accordance with Article V, Section 2.10 (16) of the Commission's Code of Bylaws, Commission action is necessary for the award of such contract;

"WHEREAS, the bids were reviewed by the maintenance engineer who has stated that the lowest responsive and responsible bid for Items 1, 2, 3, 4 and 5 was submitted by North American Salt Co. of Overland Park, Kansas in the total amount of approximately

\$890,780.00; and for Items 6, 7, 8 and 10 by Morton International, Inc., Morton Salt Division, of Chicago, Illinois, in the total amount of approximately \$569,505.00; and for items 9, 11 and 13 by International Salt Company of Clarks Summit, Pennsylvania, in the total amount of approximately \$1,092,230.00 and for item 12 by The Acme Company of Poland, Ohio in the total amount of approximately \$106,250.00 that all bidders propose to furnish materials and services in accordance with the Commission's specifications;

"WHEREAS, the Commission's minority business enterprise coordinator has reviewed the documents submitted by each the above-mentioned bidders and has determined that there is satisfactory evidence of compliance with the Commission's Minority Business Enterprise Program;

"WHEREAS, the Commission's general counsel has reviewed the bids received and has advised the Commission that the procedure followed by the Commission in advertising for Invitation No 3569 is in accordance with Section 5537.07 of the Revised Code of Ohio, and that the bids of North American Salt Company; Morton International, Inc., Morton Salt Division; International Salt Company and The Acme Company are the lowest responsive and responsible bids received and that the Commission may legally enter into contracts with North American Salt Company and Morton International, Inc., Morton Salt Division; International Salt Company and The Acme Company to furnish sodium chloride in accordance with Invitation No. 3569;

"WHEREAS, the executive director has reviewed the bids received and has recommended to the Commission that contracts be awarded to the lowest responsive and responsible bidders, North American Salt Company; Morton International, Inc., Morton Salt Division; International Salt Company and The Acme Company;

"NOW, THEREFORE, BE IT

"RESOLVED that the bid of North American Salt Company of Overland Park, Kansas, for Items 1, 2, 3, 4 and 5 in the total estimated amount of \$890,780.00; Morton International, Inc., Morton Salt Division, of Chicago, Illinois for Items 6, 7, 8 and 10 in the total estimated amount of \$569,505.00; International Salt Company for Items 9, 11 and 13 in the total estimated amount of \$1,092,230.00; and The Acme Company for Item 12 in the total estimated amount of \$106,250.00 for Invitation No. 3569 are, and are by the Commission deemed to be the lowest responsive and responsible bids received and are accepted and the chairperson and executive director, or either of them, is hereby authorized (1) to execute a contract with each successful bidder in the form heretofore prescribed by the Commission pursuant to the aforesaid invitation; (2) to direct the return to the other bidder of its bid security, when appropriate; and (3) to take any and all action necessary to properly carry out the terms of said contract."

A vote by ayes and nays was taken and all Members present responded to roll call. The resolution was identified as No. 41-1997.

The Chairman said the report of General Counsel was accepted as offered. Mr. Plain said the next Commission meeting would be held on September 15. He said the next Legislative Oversight Committee Meeting would be on September 25 for any of those who planned to attend.

There being no further business before the Commission, a motion was made by Mr. Joseph, seconded by Mr. Williams that the meeting adjourn until the next Commission meeting on September 15.

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

Ayes: Mr. Joseph, Mr. Williams, Mrs. Leever, Mr. Fedeli

Nays: None

The Chairman declared the meeting adjourned. The time of adjournment was 11:40 a.m.

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

  
Marilyn R. Baker, Secretary-Treasurer