

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

JANUARY 29, 2013

11:00 A.M.

A G E N D A

- A. Roll Call
Sunshine Announcement
Public Participation**
- B. Minutes-January 8, 2013**
- C. Communications-
Memo received from the Chief Counsel
Memo received from the Manager of Strategic Sourcing and Asset Management**
- D. Personnel**
- E. Unfinished Business**

F. NEW BUSINESS

- 1. Approve Reimbursement payment to the E-ZPass Interagency Group (IAG) for expenses incurred in supporting the backup Virtual Private Network (VPN) and Managed Frame Relay Service connections, from July through December 2012, in the amount of \$5,226.93.**
- 2. Approve the negotiation and execution of the Agreements, a Supplemental Agreement and Amendments for the items listed in memos “a” through “g”:**
 - a. Agreement with GAI Consultants, Inc. for design review services on PennDOT’s behalf on Commission projects in PennDOT District 11-0; at a not-to-exceed amount of \$250,000.00;**
 - b. Settlement Agreement and Release in the case of *John M. and Christine J. Wallace v. Pennsylvania Turnpike Commission*; and authorize payment in the settlement amount;**
 - c. Supplemental Agreement with Somerset Borough for the engineering and facility work for the relocation of their water and sewer lines necessary for the Somerset Interchange approach roadway reconstruction project; for an additional \$11,753.54 to design and lower an additional 40’ section of 10” water line;**
 - d. Agreement with Telvent USA, LLC to supply integration upgrades to the existing ITS ATMS (Advanced Transportation Management System); at a not-to-exceed amount of \$284,006.00;**
 - e. Amendment to our agreement with Phoenix Capital Advisors for swap advisory services, to exercise our option to renew the agreement for an additional six months (until August 31, 2013);**
 - f. Amendment to our agreement with Avalon Insurance for stop loss coverage, to exercise our option to renew the agreement through December 31, 2013;**
 - g. Mutual Release settling all back rent and interest due on Commission property rented by Robert V. Gothier, Jr., d/b/a Trebor Mobile Home Park, and approve settlement payment of \$15,346.66 in back rent and interest owed.**
- 3. Approve the Right-of-Way Requests for the items listed in memos “a” through “e”:**
 - a. Acquisition of Right-of-Way #17656, a partial take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of \$75,853.66 to Fayette Professional Services, Escrow Agent; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as may be required for closing; authorize the payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of fair market value to the property owners is contingent upon the delivery of a deed as prepared by the Legal Department;**
 - b. Acquisition of Right-of-Way #17735, a partial take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of \$76,125.83 to Fayette Professional Services, Escrow**

F. NEW BUSINESS

- Agent; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as may be required for closing; authorize the payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of fair market value to the property owners is contingent upon the delivery of a deed as prepared by the Legal Department;**
- c. Acquisition of Right-of-Way #17923, a total take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of \$61,208.87 to Nathan Zarichnak & Associates, Escrow Agent; also authorize payment of Section 710 fees of \$1,850.00 to Dale V. & Deborah A. Wauthier; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as may be required for closing; authorize the payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of fair market value to the property owners is contingent upon the delivery of a deed as prepared by the Legal Department;**
 - d. Acquisition of Right-of-Way #17408, a total take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of \$60,275.40 to Karen Coon & Company, Escrow Agent; also authorize payment of relocation damages for housing supplement of \$18,000.00 to William C. Yerkey, Jr.; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as may be required for closing; authorize the payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of fair market value to the property owner is contingent upon the delivery of a deed as prepared by the Legal Department;**
 - e. Adopt the Proposed Property Acquisition Resolution for a partial take parcel of property owned by the Township of Bristol which is necessary for the I-95 Interchange Project; authorize payment of estimated just compensation in the amount of \$40,700.00 to outside counsel to be assigned at a later date; authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and authorize the execution of all necessary documents.**
- 4. Approve advertising for the items listed in memos “a” through “c”:**
- a. Dynamic message signs systemwide (DMS);**
 - b. Two (2) engineering firms to provide traffic engineering services systemwide;**
 - c. Firm to assist with our Accounts Receivable collection processes.**
- 5. Approve the Award of Bids and the Issuance of Purchase Orders for the items listed in memos “a” through “f”:**
- a. VOIP (Voice Over Internet Protocol) phone system upgrade and disaster recovery equipment and service, utilizing the Commonwealth’s contract with ePlus; at a total award of \$494,134.42;**

F. NEW BUSINESS

- b. Infrastructure cabling from Valley Forge Interchange to ERO; to the lowest responsive and responsible bidder, Henkels & McCoy, Inc.; at a total award of \$144,533.34;**
- c. Automatic External Defibrillator (AED) lease, training and service, exercising our option to renew the agreement for an additional two years (February 2013-February 2015) with Cardiac Science Corporation; at an additional cost of \$55,505.00;**
- d. Janitorial supplies; exercising our option to renew the agreements for an additional year (January 1, 2013-December 31, 2013):**

Xpedex	\$174,000.00
Grainger	66,500.00
PIBH	4,000.00
All American Poly	<u>45,000.00</u>
ADDITIONAL COST	\$289,500.00
- e. Toll ticket paper rolls (double-sided thermal), exercising our option to renew the agreement for an additional year (February 1, 2013-January 31, 2014) with MAX International; at an additional cost of \$480,000.00;**
- f. Facility control system preventative maintenance and repair, to Siemens Industry, Inc.; at a total award of \$487,830.00.**

6. Approve the Award of Contracts for the items listed in memos “a” through “h”:

- a. Contract #T-306.00R001-3-02 for pavement patching and micro surfacing between MP 306.40 and MP 319.32; to the lowest responsive and responsible bidder, Allan A. Myers, LP; at a not-to-exceed amount of \$8,237,690.20 and a contingency of \$350,000.00; the project includes an incentive of \$2,900,000.00 if all work is completed by the end of 2013;**
- b. Contract #EN-00118-03-02 for roadway and miscellaneous repairs between MP 75.39 and MP 179.44, to the lowest responsive and responsible bidder, New Enterprise Stone and Lime Co., Inc.; at a not-to-exceed amount of \$2,000,000.00;**
- c. Contract #EN-00118-03-03 for roadway and miscellaneous repairs between MP 241.87 and MP 298.33, to the lowest responsive and responsible bidder, Hempt Bros., Inc.; at a not-to-exceed amount of \$2,000,000.00;**
- d. Contract #EN-00118-03-04 for roadway and miscellaneous repairs between MP A20.00 and MP A130.30, to the lowest responsive and responsible bidder, Road-Con, Inc.; at a not-to-exceed amount of \$3,000,000.00;**
- e. Contract #EN-00118-03-05 for roadway and miscellaneous repairs between MP 0.00 and MP 75.39, Toll I-376, Turnpike 66 and Turnpike 43, to the lowest responsive and responsible bidder, Lindy Paving, Inc.; at a not-to-exceed amount of \$2,000,000.00;**
- f. Contract #EN-00118-03-06 for roadway and miscellaneous repairs between MP 179.44 and MP 241.87, to the lowest responsive and responsible bidder, New Enterprise Stone and Lime Co., Inc.; at a not-to-exceed amount of \$2,000,000.00;**

F. NEW BUSINESS

- g. Contract #EN-00118-03-07 for roadway and miscellaneous repairs between MP 298.33 and MP 358.11, to the lowest responsive and responsible bidder, Road-Con, Inc.; at a not-to-exceed amount of \$3,000,000.00;**
 - h. Contract #A-087.00P001-3-03 for construction of an All Electronic Interchange at MP A87.07, to the lowest responsive and responsible bidder, New Enterprise Stone & Lime Co., Inc.; at a not-to-exceed amount of \$22,451,901.96 and a contingency of \$1,000,000.00.**
- 7. Approve the Supplemental Agreements for the items listed in memos “a” and “b”:**
- a. Supplemental Agreement #1 with HDR Engineering, Inc. for design review services on Turnpike projects within PennDOT’s District 11-0, for an additional \$30,000.00 necessary to complete the design reviews of the remaining projects on the District’s behalf since PennDOT’s District 11-0 does not have the resources to perform the design reviews in time to meet the Commission’s schedule;**
 - b. Supplemental Agreement #1 with Michael Baker, Jr., Inc. for general consultant engineering services, for an additional \$690,000.00 necessary to provide continued service for various aspects of our operations and management of our Capital Plan.**
- 8. Approve the Change Orders, Change Orders/Final Payments and Final Payments for the items listed in memos “a” through “i”:**
- a. Change Order #5 for Contract #T-319.30P001-3-02 with Allan A. Myers, LP for construction of the SR 29 Interchange project, for a 25-day time extension for additional verification testing due to the addition of “weigh in motion” scaling;**
 - b. Change Order #3 and Final Payment for Contract #A-094.59R001-3-02 with Pikes Creek Site Contractors for Pocono Interchange Ramp D widening at MP A94.59, for an additional \$18,167.13 necessary for normal quantity adjustments to balance items to actual work completed; for a final contract value of \$1,314,723.07 and final amount due to the contractor of \$86,723.14;**
 - c. Change Order #8 and Final Payment for Contract #A-078.00R001-3-02 with Pikes Creek Site Contractors for bituminous resurfacing and median barrier between MP A77.99 and MP A88.52, for a decrease of \$1,090,989.07 necessary for normal quantity adjustments to balance items to actual work completed, additional changes for erosion and sedimentation control, drainage, slab stabilization, bridge repairs and deck patching; for a final contract value of \$12,917,212.58 and final amount due to the contractor of \$317,254.61;**
 - d. Change Order #2 and Final Payment for Contract #T-102.00R001-3-02 with New Enterprise Stone and Lime, Inc., for a decrease of \$349,539.26 necessary for normal quantity adjustments to balance items to actual work completed, additional costs necessary for mobilization, milling, MPT and emergency patrolling; for a final contract value of \$5,644,264.74 and final amount due to the contractor of \$194,487.44;**

F. NEW BUSINESS

- e. **Final Payment for Contract #T-247.38F005-3-05 with Shannon A. Smith, Inc. for HVAC work at the traffic operations center at the TIP building; for a final contract value of \$335,830.72 and final amount due to the contractor of \$16,791.54;**
 - f. **Change Order #3 and Final Payment for Contract #T-319.00T001-3-03 with G.A. & F.C. Wagman, Inc. for the replacement of Bridge EB-735 at MP 322.51, for a decrease of \$25,636.32 necessary for normal quantity adjustments to balance items to actual work completed; for a final contract value of \$3,955,157.18 and final amount due to the contractor of \$41,426.32;**
 - g. **Change Order #1 and Final Payment for Contract #T-161.43S001-3-02 with Gregori Construction & Engineering, Inc. for the rehabilitation of Bridge B-543A at MP 161.43, for an additional \$1,804.75 necessary for normal quantity adjustments to balance items to actual work completed and painting to repaired parts of the beams to match existing paint; for a final contract value of \$674,080.75 and final amount due to the contractor of \$51,722.53;**
 - h. **Change Order #1 and Final Payment for Contract #T-135.30S001-3-02 with Mosites Construction Company for the painting of Bridge B-491 at MP 135.30, for an additional \$45,746.00 necessary for normal quantity adjustments to balance items to actual work completed; for a final contract value of \$441,918.00 and final amount due to the contractor of \$79,104.45;**
 - i. **Change Order #1 for Contract #T-149.50T002-3-03 with New Enterprise Stone and Lime Co., Inc. for the replacement of Bridge B-552 at MP 153.06, for a decrease of \$1,533,372.80 for an estimated Value Engineering Change that eliminates the replace of Bridge B-552 with the construction of an access gate at MP 154.00 WB; and authorize the negotiation and execution of a Memorandum of Understanding between NESL and the Commission regarding same.**
- 9. Approve the award of services and authorize the negotiation and execution of an agreement with the selected firm for the items listed in memos "a" and "b":**
- a. **RFP #3554. Legal matter management/eBilling software system:**
 - **LT Online Corporation-AWARDED**
 - **Legal Files Software, Inc.**
 - b. **Ref #4-089. Engineering or construction management firm for construction management services for the roadway and bridge widening and reconstruction project from MP 312.00 to MP 326.00:**
 - **Hill International, Inc.-AWARDED**
 - **Urban Engineers, Inc.**
 - **JBC Associates, Inc.**
- 10. Approve rescinding Policy Letter 2.16, *Chief Executive Officer Leave*.**