

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

FEBRUARY 2, 2016

10:00 A.M.

AGENDA

- A. Roll Call**
 - Sunshine Announcement**
 - Public Participation**

- B. Minutes-January 19, 2016**

- C. Communications- Memo received from the Chief Counsel**

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

1. **Adopt Policy 7.15, Continuing Disclosure, to assist the Commission in maintaining its compliance with Federal securities laws pertaining to the issuance of municipal securities.**

2. **Approve the negotiation and execution of the Agreements, Supplements and Amendments for the items listed in memos “a” through “k”:**
 - a. **Supplemental Agreement with PECO Energy Company for utility relocation work necessary for the total reconstruction project from MP A26.00 to MP A31.00 (MP A29.24), for an additional \$127,328.75 for changes in the final estimate from PECO; for a revised not-to-exceed amount of \$377,328.75;**

 - b. **Reimbursement Agreement with Deer Creek Drainage Basin Authority for the Authority to reimburse the Commission the design and construction costs associated with the relocation of its facility line necessary for the total reconstruction project from MP 40.00 to MP 48.00; at an estimated reimbursement of \$52,650.00;**

 - c. **Amendment to our agreement with Environmental Products Services for spill response, exercising the option to renew the agreement for an additional two-years (May 11, 2016 – May 11, 2018);**

 - d. **Settlement Agreement and Release with David Primus, and authorize issuance of the Workers’ Compensation settlement amount;**

 - e. **Amendment to our agreement with Brink’s U.S. for armored courier services, exercising the option to renew the agreement for an additional year (June 1, 2016 – May 31, 2017); at an approximate cost of \$200,000.00;**

 - f. **Amendment to our agreement with Mohanty Gargiulo for Swap Advisory services, exercising the option to renew the agreement for an additional year (August 2016 – August 2017); at a cost of \$105,000.00;**

 - g. **Amendment to our agreement with Digital Assurance Certification LLC (DAC) for compliance reporting and investor relations in the municipal securities industry, exercising the option to renew the agreement for an additional year (June 2016 – June 2017); at a cost of \$20,000.00;**

 - h. **Settlement Agreement and Release in the case, Lane Construction v. PTC;**

 - i. **Supplemental Agreement for web site consulting services with Information Logistics, for an additional \$245,000.00 to improve incident management at the Traffic Operations Center and to integrate social media into a reporting tool;**

F. NEW BUSINESS

- j. Amendment to our agreement for the installation, maintenance and operation of electric vehicle charging stations at 17 service plazas with Car Charging Group, Inc. (CCGI) for a change in the calculation of the project management fee paid to CCGI; the not-to-exceed amount remains at \$500,000.00;
 - k. Collective Bargaining Agreement with Teamsters Local Unions Nos. 77 and 250 as negotiated.
3. Approve the Right-of-Way Requests for the items listed in memos “a” through “i”:
- a. Acquisition of Right-of-Way #7096-RA (PECO Energy Company), a partial take parcel necessary for the I-95 Interchange project by authorizing payment of \$5,982.50 representing fair market value and pro-rated taxes to PECO Energy Company; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that 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 its delivery of a deed prepared by the Legal Department;
 - b. Acquisition of Right-of-Way #6057-B1 (TC Atwater Land, LP), a partial take parcel necessary for the total reconstruction project from MP 320.00 to MP 326.00 by authorizing payment of \$124,955.45 representing fair market value and pro-rated taxes to TC Atwater Land, L.P.; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that 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 its delivery of a deed prepared by the Legal Department;
 - c. Adopt the Proposed Property Acquisition Resolution for Right-of-Way #17909 (John E. & Carol Capozzoli), a total take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79 by authorizing payment of Estimated Just Compensation of \$195,000.00 to The Law Office of Robert J. Wratcher, LLC escrow agent; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;
 - d. Adopt the Proposed Property Acquisition Resolution for Right-of-Way #17910 (Dale & Barbara Hilty), a total take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79 by authorizing payment of Estimated Just Compensation of \$230,000.00 to Babst Calland, escrow agent; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;

F. NEW BUSINESS

- e. Adopt the Proposed Property Acquisition Resolution for Right-of-Way #17972 (**Michael A. Leporace**), a total take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79 by authorizing payment of Estimated Just Compensation of \$438,000.00 to **Hollinshead, Mendelson, Bresnahan & Nixon, P.C.**, escrow agent; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;
 - f. Adopt the Proposed Property Acquisition Resolution for Right-of-Way #17905 (**Palmer J. Restaneo, Jr.**), a total take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79 by authorizing payment of Estimated Just Compensation of \$232,500.00 to **Goldberg, Kamin & Garvin**, LLP escrow agent; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;
 - g. Acquisition of Right-of-Way #12018-A (**Robert C. Yohe**), a total take parcel necessary for the Beaver River Bridge replacement project by authorizing payment of \$118,833.07 representing fair market value, pro-rated taxes and recording fess to **McClain, Young & Patterson**, escrow agent; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that 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 damages to the property owner is contingent upon his delivery of a deed prepared by the Legal Department;
 - h. Acquisition of Right-of-Way #7094-RA (**Xenop BC Realty LLC; DAKallis Enterprises LLC; MKallis Enterprises LLC and ADKallis Enterprises LLC**), a partial take parcel necessary for the I-95 Interchange project by authorizing payment of \$27,915.00 representing fair market value, pro-rated taxes and recording fees to **Diversified Settlement Services**, escrow agent; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that 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 its delivery of a deed prepared by the Legal Department;
 - i. Acquisition of Right-of-Way #17294 (**Joann & William R. Andrews**), a partial take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79 by authorizing payment of \$2,527.00 representing fair market value and pro-rated taxes to Joann & William R. Andrews; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that 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 damages to the property owners is contingent upon their delivery of a deed prepared by the Legal Department.
4. Approve advertising for Contract #T-202.00T001-3-02 for roadway and bridge reconstruction from MP 201.74 to MP 206.89.

F. NEW BUSINESS

5. Approve the Award of Bids, a Change Order and the Issuance of Purchase Orders for the items listed in memos “a” through “e”:

- a. Delineation contracts (January 1, 2016 – December 31, 2016), exercising the option to renew the agreements for an additional year:

Uniquesource	\$400,000.00
Artuk	<u>125,000.00</u>
TOTAL RENEWAL VALUE	\$525,000.00

- b. Traffic line paint, utilizing the Commonwealth’s contract with Ennis Paint; at a total award of \$700,000.00;

- c. Septic Cleaning contracts, to the lowest responsive and responsible bidders, at an approximate annual cost:

Mr. John	\$ 3,000.00
Rural Wastewater	11,000.00
Dalton Sanitary	25,000.00
Associated Products	11,000.00
Dillsburg Excavating	26,000.00
Burns Septic	35,000.00
A-Septic	32,000.00
McGovern Environmental	<u>8,000.00</u>
TOTAL EST. AWARD	\$151,000.00

- d. Automotive filter contract, to the lowest responsive and responsible bidders:

Gillie-Hyde	\$ 90,000.00
Cumberland Truck	30,000.00
Sunbury Motors	<u>5,000.00</u>
TOTAL AWARD	\$125,000.00

- e. Change Order to the contract for Case 721F Loaders with Groff Tractor & Equipment, Inc., for an additional \$165,900.00 for an additional loader needed to support the new Neshaminy Interchange.

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

- a. Contract #EN-00161-03-02 for roadway and miscellaneous repairs on Toll I-376, Turnpike 576, Turnpike 43 and Turnpike 66, to the lowest responsive and responsible bidder, The Lane Construction Corporation; at a not-to-exceed amount of \$1,000,000.00;

- b. Contract #EN-00161-03-04 for roadway and miscellaneous repairs between MP 122.18 and MP 201.58, to the lowest responsive and responsible bidder, New Enterprise Stone & Lime Co., Inc.; at a not-to-exceed amount of \$2,000,000.00;

F. NEW BUSINESS

- c. **Contract #EN-00161-03-06 for roadway and miscellaneous repairs between MP 299.98 and MP 358.11 and MP A20.00 and MP A57.22, to the lowest responsive and responsible bidder, Road-Con, Inc.; at a not-to-exceed amount of \$3,000,000.00;**
 - d. **Contract #EN-00161-03-03 for roadway and miscellaneous repairs between MP 0.00 and MP 122.18, to the lowest responsive and responsible bidder, The Lane Construction Corporation; at a not-to-exceed amount of \$2,500,000.00;**
 - e. **Contract #EN-00161-03-05 for roadway and miscellaneous repairs between MP 201.58 and MP 299.98, to the lowest responsive and responsible bidder, New Enterprise Stone & Lime Co., Inc.; at a not-to-exceed amount of \$3,000,000.00;**
 - f. **Contract #EN-000161-03-07 for roadway and miscellaneous repairs between MP A57.22 and MP A130.64, to the lowest responsive and responsible bidder, Road-Con, Inc.; at not-to-exceed amount of \$2,000,000.00.**
- 7. Approve the negotiation and execution of Supplemental Agreement #1 for construction management/construction inspection for the six bridge redecking or replacement projects from MP A31.73 to MP A130.23 with TRC Engineers, Inc. for an additional \$245,568.02 for updated overhead rates and changes that have increased the construction duration for multiple construction contracts associated with this agreement; for a revised not-to-exceed amount of \$7,421,665.99.**