

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

FEBRUARY 17, 2015

9:00 AM

AGENDA

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

- B. Minutes-February 3, 2015**

- C. Communications-**
 - Memo received from the Chief Counsel**
 - Memo received from the Director of Procurement & Logistics**

- D. Personnel**

- E. Unfinished Business**

F. New BUSINESS

1. **Approve revisions to Policy Letters and adopt a new Policy Letter for the items listed in memos “a” and “b”:**
 - a. **Revisions to Policy 1.1, Administration of PTC Policies, to reflect changes in the development, review process, approval process and maintenance of policy letters;**
 - b. **Adopt Policy 4.6, All-Electronic Tolling Tuition Reimbursement, that affects employees directly impacted by the AET project; and approve revisions to Policy 4.1, Tuition Reimbursement Policy, for consistency in definition and scope with the proposed new Policy 4.6, All-Electronic Tolling Tuition Reimbursement.**
2. **Approve the negotiation and execution of the Agreements and an Amendment for the items listed in memos “a” through “e”:**
 - a. **Reimbursement Agreement with Verizon Pennsylvania, LLC to reimburse Verizon the costs to perform the required engineering and facility relocation work necessary for the Beaver River Bridge replacement project at MP 12.58; at a not-to-exceed amount of \$43,803.71;**
 - b. **Reimbursement Agreement with Snake Spring Township to reimburse the township the costs to assume ownership of a portion of S.R. 2019 necessary for the elimination of mainline Bridge B-442 at MP 150.95; at a not-to-exceed amount of \$35,000.00;**
 - c. **Reimbursement Agreement with North Penn Water Authority for the Authority to reimburse the Commission the costs for design and construction installation of steel casing pipes as part of the replacement of overhead Bridge NB-165 at MP A33.88; at a reimbursement of \$36,354.00;**
 - d. **Amendment to our agreement for Insurance Brokerage services with Conner, Strong & Buckelew, exercising our option to renew the agreement for an additional year; at a not-to-exceed amount of \$135,000.00;**
 - e. **Settlement Agreement and Release in the case, PTC v. Great Valley Moving & Storage; and approve the settlement amount.**
3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “d”:**
 - a. **Acquisition of Right-of-Way #2113-R4 (Dannie E. & Eileen M. Lepley), a partial take parcel necessary for the total reconstruction project from MP 149.00 to MP 155.00 by authorizing payment of fair market value and pro-rated taxes of \$507.50 to Dannie E. & Eileen M. Lepley; 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; an payment of fair market value to the property owners is contingent upon the delivery of a deed as prepared by the Legal Department;**

F. New BUSINESS

- b. Acquisition of Right-of-Way #14072-D1 (James C. & Sally E. Jordon), a partial take parcel necessary for the total reconstruction project from MP 40.00 to MP 48.00 by authorizing payment of fair market value and pro-rated taxes of \$10,124.50 to James C. & Sally E. Jordon; 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; an 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 #2108-B (Ronald K. & Linda Cogan), a partial take parcel necessary for the total reconstruction project from MP 149.00 to MP 155.00 by authorizing payment of fair market value and pro-rated taxes of \$2,131.50 to Ronald K. & Linda Cogan; 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; an 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 #15036-U (Nancy S. Eisaman), a total take parcel necessary for the total reconstruction project from MP 57.00 to MP 67.00 by authorizing payment of fair market value, pro-rated taxes and recording fees of \$564,196.63 to TRG Closing 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; an payment of fair market value to the property owners is contingent upon the delivery of a deed as prepared by the Legal Department.
4. Approve advertising for Contract #T-355.00P002-3-04 for the replacement of Bridge DB-224 at MP 351.37.
 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. Change Order to the agreement for liquid calcium chloride (October 1, 2014 – June 30, 2015) with Environmental Energy, for \$100,000.00 for the remainder of the season due to high usage for the 2014-2015 winter season;
 - b. Communication system parts for radio/intercom system for the I-95 Toll Plaza, to the lowest responsive and responsible bidder, GAI-Tronics Corporation; at a total award of \$106,818.36;
 - c. Tree clearing from MP 260.00 to MP 267.00, to the lowest responsive and responsible bidder, Independence Constructors Corp.; at a total award of \$1,300,765.50;

F. New BUSINESS

- d. IT Staff Augmentation for a Technical Specialist 5 (February 2015 – September 30, 2015), utilizing the Commonwealth’s contract with Computer Aid, Inc.; at a total award of \$393,020.01;
 - e. Delineation roadway markers (December 1, 2014 – November 20, 2015), to the lowest responsive and responsible bidder, Artuk, Inc.; at a total award of \$200,000.00.
6. Approve the Award of Contract #T-040.00T001-3-07 for the replacement of Bridge WB-429 (S-26893) at MP 43.13, to the lowest responsive and responsible bidder, Trumbull Corporation; at a not-to-exceed amount of \$8,232,708.26 and a contingency of \$400,000.00.
 7. Approve the negotiation and execution of the Supplemental Agreements for the items listed in memos “a” through “c”:
 - a. Supplemental Agreement #2 for the I-95/Interchange Project-Section A with McCormick Taylor, Inc., for an additional \$3,500,000.00 to prepare the multiple construction contracts, to complete the Final Design and for construction phase services during construction; for a revised not-to-exceed amount of \$11,000,000.00;
 - b. Supplemental Agreement #3 for design of the total reconstruction project from MP 242.00 to MP 245.00 with CDM Smith, Inc., for an additional \$200,000.00 for changes including the drilling of relocated sign structures, addition of milling and paving New Cumberland Maintenance and the test track and coordination with utilities; for a revised not-to-exceed amount of \$8,200,000.00;
 - c. Supplemental Agreement #2 for construction management and inspection services for the replacement of five bridges between MP 312.00 and MP 326.00 with URS Corporation, for an additional \$758,488.13 to complete the Valley Hill Bridge and additional unanticipated construction management and inspection service costs for the Yellow Springs Road Bridge; for a revised not-to-exceed amount of \$3,333,674.33.
 8. Approve Change Order #2 for Contract #T-334.00R001-3-02 for bituminous overlay between MP 334.00 and MP 340.10 with Allan A. Myers, LP, for a decrease of \$499,904.37 to balance items to work completed, changes for deck repairs, waterproofing Bridge DB-127W, elimination of items included into the contract and not needed, and a 5-day time extension; for a revised not-to-exceed amount of \$11,958,193.80.
 9. Authorize an Amendment to and/or termination of the Commission’s 2006 Fixed Receiver Swap with the Bank of New York Mellon; authorize certain offsetting swap agreements; authorize the taking of further action; repealing inconsistent resolutions; and declaring that this resolution shall be liberally construed.