

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL TELEPHONE MEETING**

**MARCH 3, 2015**

**9:00 AM**

**AGENDA**

- A. Roll Call**
  - Sunshine Announcement**
  - Public Participation**
  
- B. Minutes-February 17, 2015**
  
- C. Communications- Memo received from the Chief Counsel**
  
- D. Personnel**
  
- E. Unfinished Business**

F. New BUSINESS

1. Approve revisions to Policy 1.1, Administration of PTC Policies, to reflect changes in the development, review process, approval process and maintenance of policy letters.
  
2. Approve the negotiation and execution of the Agreements and a Lease for the items listed in memos “a” through “e”:
  - a. Reimbursement Agreement with PECO Energy Company to reimburse PECO the costs to perform the required engineering and facility relocation work necessary for the I-95/I-276 Interchange project (Section D-20); at a not-to-exceed amount of \$250,000.00;
  - b. Settlement Agreement and Release in the case, PTC v. Red Diamond Trucking, Inc. f/d/b/a Dayco Trucking, Inc.; and authorize the settlement amount;
  - c. Lease Agreement with Chevron Appalachia, LLC to permit Chevron to lease 233.1080 acres of Turnpike Right-of-Way and surplus property along the Uniontown to Brownsville section of the Mon/Fayette Expressway to explore, develop and produce oil and gas from the Marcellus Shale Formation;
  - d. Assignment Agreements with Haines and Kibblehouse, which also includes Reading Materials, Inc. and Pikes Creek Site Contractors, to assign all active construction contracts to H&K Group, Inc., due to the merger and corporate name change;
  - e. Assignment Agreement with Haines and Kibblehouse, which also includes H&K Materials, Silver Hill Quarry, Douglassville Quarry and Locust Ridge Quarry, to assign all active Strategic Sourcing contracts to the H&K Group, Inc., due to merger and corporate name change.
  
3. Approve the Right-of-Way Requests for the items listed in memos “a” and “b”:
  - a. Acquisition of Right-of-Way #3128-E (Allen L. & Linda K. Weller), a partial take parcel necessary for the total reconstruction project from MP 202.00 to MP 206.00 by authorizing payment of fair market value and pro-rated taxes of \$15,042.50 to Allen L. and Linda K. Weller; 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 owners is contingent upon the delivery of a deed as prepared by the Legal Department;
  - b. Acquisition of Right-of-Way #3121-B (Abner G. & Anna K. Zook), a partial take parcel necessary for the total reconstruction project from MP 202.00 to MP 206.00 by authorizing payment of fair market value and pro-rated taxes of \$25,256.50 to Abner G. & Anna K. Zook; 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;

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and 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 the Change Orders and Final Payment for the items listed in memos “a” and “b”:
  - a. Change Order #2 and Final Payment for Contract #EN-00124-03-02 for sinkhole repairs between MP 312.03 and MP 358.11 and MP A20.00 and MP A70.07 with New Enterprise Stone and Lime, Inc., for a decrease of \$754,494.33 to balance items to actual work completed; for a final contract value of \$745,505.67 and final amount due to the contractor of \$37,275.28;
  - b. Change Order #3 for Contract #T-040.00T001-3-08 for roadway and bridge reconstruction between MP 43.56 and MP 47.07 with Trumbull Corporation, for an increase of \$600,000.00 for unforeseen pavement and pothole repairs necessary within the project limits during the duration of the contract; for a revised not-to-exceed amount of \$79,861,420.21.
  
5. Approve the Award of Bids, Change Orders and the Issuance of Purchase Orders for the items listed in memos “a” through “e”:
  - a. Glass beads (February 11, 2015 – November 30, 2016), utilizing the Commonwealth’s contract with Potters Industries; at a total award of \$300,000.00;
  - b. Change Order to the agreement for delineation roadway markers (through July 31, 2015) with Unique Source Products and Services, for \$200,000.00 necessary for the Spring 2015 delineation operation project;
  - c. Catch basin cleaner and sweeper rentals (April 1, 2015 – July 1, 2015), to the lowest responsive and responsible bidder, Jack Doheny, Inc.; at a total award of \$353,550.00;
  - d. Repair for Bridge B-441 at MP 114.05, to the lowest responsive and responsible bidder Clearwater Construction; at a total award of \$316,960.00;
  - e. Change Order to the agreement for liquid calcium chloride (October 1, 2014 – June 30, 2015) with Calcium Chloride Sales, for \$100,000.00 due to a higher usage because of the extreme cold temperatures this winter.
  
6. Approve the Award of Contracts for the items listed in memos “a” through “c”:
  - a. Contract #T-242.00T002-3-03 for roadway and bridge reconstruction from MP 241.98 to MP 245.33, to the lowest responsive and responsible bidder, Trumbull Corporation; at a not-to-exceed amount of \$83,479,981.66 and a contingency of \$4,000,000.00;

F. New BUSINESS

- b. **Contract #A-070.26F001-3-04 for heat detector installation at the southbound Lehigh Tunnel, to the lowest responsive and responsible bidder, Carr & Duff, Inc.; at a not-to-exceed amount of \$1,547,400.00 and a contingency of \$75,000.00;**
  - c. **Contract #T-230.36S001-3-02 for the rehabilitation of Bridge EB-106 at MP 230.36, to the lowest responsive and responsible bidder, Rylind Construction Company, Inc.; at a not-to-exceed amount of \$213,830.00 and a contingency of \$20,000.00.**
- 7. 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. **Ref #3-267, open-end quality assurance inspection and laboratory testing services, systemwide:**
    - 1. **Jeff Zell Consultants, Inc.-AWARDED**
    - 2. **Navarro & Wright Consulting Engineers, Inc.**
  - b. **RFP #4897, emergency spill and response provider from MP 286.10 to MP 359.00 and MP A20.00 to MP A57.30:**
    - 1. **Lewis Environmental, Inc.-AWARDED**