

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

MARCH 17, 2015

10:00 A.M.

AGENDA

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

- B. Minutes-March 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 a revised resolution for the issuance of the Pennsylvania Turnpike Commission's Subordinate Revenue Bonds, previously approved at the January 28, 2015 Commission Meeting; to revise the not-to-exceed amount to \$300,000,000 (from \$250,000,000) and allows for the opportunity to refund certain existing Subordinate debt of the Commission in order to achieve interest rate savings.**

2. **Approve the negotiation and execution of the Agreements, a Supplement and an Amendment for the items listed in memos "a" through "h":**
 - a. **Agreement with the Township of Bensalem for the Township to purchase and install landscaping to be used as a natural buffer in areas of the I-95 Interchange project where existing vegetation was or will be removed as a result of the construction; at a cost of \$25,000.00;**

 - b. **Settlement Agreement in the case of the Pennsylvania Turnpike Commission v. Corey Stedman, et. al.; and accept the settlement amount;**

 - c. **Agreement with Howard Hanna Real Estate Broker and Agent to lease Commission property at 103 Karen Drive, McDonald, Allegheny County and approve the lease agreement; at a cost of \$2,500.00;**

 - d. **Data Use Agreement with I-95 Corridor Coalition Traffic Flow Data Program to gain access to data and software available to the Commission at no cost due to our membership in the I-95 Corridor Coalition;**

 - e. **Interagency reimbursement Work Order #15 with the Pennsylvania Department of Transportation (PennDOT) for the Commission to be reimbursed for the design, right-of-way and construction of the I-95 Interchange project in accordance with previous agreements; at a not-to-exceed amount of \$291,959,958.00;**

 - f. **Agreement with Hartford Life and Accident (as advertised through our broker, Sagewell Partners) for short term disability for one year, with 4 one-year renewable extensions; at an approximate annual cost of \$2,100,000.00;**

 - g. **Supplement to our agreement with PPL Electric Utilities Corporation for reimbursement to PPL for the engineering and facility relocation work necessary for the total reconstruction project from MP 220.00 to MP 227.00 (MP 224.33), for an increase of \$15,727.63 for additional labor costs due to additional field visits and coordination with the other utilities, the need for highly detailed plan and profile drawings, access through a township park, poor field conditions and significant restoration work; for a revised not-to-exceed amount of \$57,134.78;**

 - h. **Settlement Agreement in the case of the John Berard v. Pennsylvania Turnpike Commission; and authorize the settlement amount.**

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3. Approve the Right-of-Way Requests for the items listed in memos "a" through "g":
 - a. Acquisition of Right-of-Way #6018-B (Donald Troyano), a total take parcel necessary for the total reconstruction project from MP 308.00 to MP 312.00 by authoring payment of fair market value, pro-rated taxes and recording fees of \$9,317.86 to Diversified Settlement Services, Inc., escrow agent; authorize the appropriate Commission officials to execute the Agreement of Sale; 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;
 - b. Acquisition of Right-of-Way #17392 (Intra-Vest, Inc.), a total take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79, by authorizing payment of fair market value and pro-rated taxes of \$290,631.73 to Fayette Professional Services, Inc., 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 the delivery of a deed as prepared by the Legal Department;
 - c. Acquisition of Right-of-Way #17658 (Roy & Sandy Daniels), a total take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79, by authorizing payment of fair market value and pro-rated taxes of \$539,654.02 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; 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. Settlement for Right-of-Way #14071-B (George W. & Judith A. Dukovich), a partial take parcel necessary for the total reconstruction from MP 40.00 to MP 48.00, by authorizing payment for the balance due on the Board of View award and delay damages of \$5,785.13 to Goldberg, Kamin & Garvin, P.C., escrow agent;
 - e. Acquisition of Right-of-Way #7080-R1 (Pennsylvania Department of Transportation), right-of-way for limited access that is necessary for construction of the I-95 Interchange project; authorize negotiation and execution of the Interagency Agreement and any other appropriate or necessary documents by the appropriate Commission officials; and authorize payment of statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;
 - f. Acquisition of Right-of-Way #1015-A (Laurel Vista, Inc.), a partial take parcel necessary for the total reconstruction project from MP 99.00 to MP 109.00 by authorizing payment of fair market value and pro-rated taxes of \$5,169.00 to Laurel Vista, Inc.; authorize the appropriate

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- 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;
- g. Acquisition of Right-of-Way #14083-C (Thomas J. Puskarich, Trustee under the Thomas J. Puskarich Revocable Living Trust Agreement), a total take parcel necessary for the total reconstruction project from MP 53.00 to MP 57.00 by authorizing payment of fair market value, pro-rated taxes and recording fees of \$223,000.00 to TRG Closing Services, escrow agent.
4. Approve the negotiation and execution of Supplemental Agreement #1 for biennial bridge inspection with Pennoni Associations, for an additional \$1,401,060.39 to research the load carrying capacity of the Commission's bridge inventory at the request of FHWA and PennDOT, and to perform additional load analyses on some of the Commission's more complex structures; for a revised not-to-exceed amount of \$4,000,000.00.
5. Approve the Award of Bids, Change Orders and the Issuance of Purchase Orders for the items listed in memos "a" through "d":
- a. Change Order for an IT staff augmentation for a Technical Specialist 3 to extend the contract through December 31, 2015, utilizing the Commonwealth's contract with Computer Aid, Inc.; at a cost of \$75,000.00;
- b. Change Order to our contract for traffic line paint with Ennis Paint, Inc., to exercise the option to renew the agreement for an additional year (through November 30, 2015); at a cost of \$600,000.00;
- c. Seventeen (17) Chevrolet Equinox, utilizing the Commonwealth's contract with Apple Automotive Group; at a total award of \$432,572.00;
- d. Work safety media planning, utilizing the Commonwealth's contract with Harmelin Media/Harmelin & Associates; at a total award of \$754,421.00.
6. Approve the Award of Contracts for the items listed in memos "a" through "c":
- a. Contract #T-355.00P001-3-16 for ITS deployment (State 1) for the I-276/I-95 Interchange project from MP 350.20 to MP 359.00, to the lowest responsive and responsible bidder, Miller Bros. division of Wampole-Miller, Inc.; at a not-to-exceed amount of \$4,337,451.70 and a contingency of \$200,000.00;

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- b. **Contract #EN-00164-03-02 for installation of signs between MP 0.00 and MP 245.75, Toll I-376, Turnpike 66, Turnpike 43, Turnpike 576, to the lowest responsive and responsible bidder, Green Acres Contracting Co., Inc.; at a not-to-exceed amount of \$3,000,000.00;**
 - c. **Contract #T-067.22R001-3-02 for bituminous resurfacing of the Irwin Interchange ramp at MP 67.22, to the lowest responsive and responsible bidder, Lindy Paving, Inc.; at a not-to-exceed amount of \$1,057,470.90 and a contingency of \$50,000.00.**
- 7. Approve the Change Orders and Final Payment for the items listed in memos "a" and "b":**
- a. **Change Order #1 for Contract #T-220.00T001-3-04 for roadway and bridge reconstruction from MP 220.30 to MP 226.72 with New Enterprise Stone & Lime Company, Inc., for value engineering for placement of temporary barrier at various locations which would save the Commission 37-days and value engineering for use of steel H-piles in lieu of micropiles at two locations on the project at no additional cost; for a not-to-exceed amount of \$110,078,553.06;**
 - b. **Change Order #3 and Final Payment for Contract #T-154.42F004-3-02 for renovations of the PA State Police barracks at the Everett Maintenance Facility with eciConstruction, LLC, for an increase of \$32,939.00 for a change the in camera specs to cameras that are compatible with the PTC camera system; for a final contract value of \$3,591,319.78 and final amount due to the contractor of \$223,583.29.**
- 8. 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" through "c":**
- a. **Ref #2-097, Preliminary and final design for the replacement of Bridge B-507 at MP 141.59 and the rehabilitation of Bridge B-305 at MP 134.13; the highly recommended firms in alphabetical order:**
 1. **McMahon Associates, Inc.-AWARDED**
 2. **Arora and Associates, Inc.**
 3. **Century Engineering, Inc.**
 - b. **Ref #3-270, Wastewater/environmental engineering services, systemwide; the highly recommended firms in alphabetical order:**
 1. **Herbert, Rowland & Grubic, Inc.-AWARDED**
 2. **Gannett Fleming, Inc.**
 3. **Skelly & Loy, Inc.**
 - c. **Ref #3-266, Open-end surveying services, systemwide; the highly recommended firms in alphabetical order:**
 - **T.W. Engineering, Inc.-AWARDED**
 - **GTS Technologies, Inc.**
 - **HAKS Engineers**