

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

MAY 1, 2018

10:00 A.M.

AGENDA

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

- B. Minutes-April 17, 2018**

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

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

1. **Approve the negotiation and execution of Supplemental Agreement #2 with CDR Maguire, Inc. for construction management services for the Southern Beltway, Rt. 22 to I-79, for an increase of \$4,000,000.00 for three additional construction contracts that were added to the project, design phase utility coordination services, extensive coordination to plug numerous gas/oil wells within the project limits, delays in construction start dates requiring additional project time for essential staff, more extensive pre-construction review efforts than originally anticipated, and construction management services for the Findlay Connector cashless tolling construction; for a revised not-to-exceed amount of \$20,500,000.00.**

2. **Approve the negotiation and execution of the Agreements for the items listed in memos “a” through “c”:**
 - a. **Rental Agreement with PA Department of Transportation (PennDOT), to continue renting space (on a month to month basis) at two (2) of PennDOT’s facilities in Luzerne County to store core soil samples; at an annual cost of \$12,222.00;**

 - b. **Settlement Agreement and Release with Walsh Construction; authorize the appropriate Commission officials to execute the necessary documents, approve the change order, and issue payment of the settled amount in exchange for a full and final release of all claims;**

 - c. **Confidentiality and Nondisclosure Agreement with Kelmar Associates to audit unclaimed property, specifically dormant E-ZPass accounts.**

3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “g”:**
 - a. **Acquisition of Right-of-Way #12035-V (MarkWest Liberty Midstream & Resources, LLC), a partial take parcel necessary for the pre-entry DMS ITS from MP 10.00 to MP 201.00 by authorizing payment of \$507.50 representing fair market value and pro-rated taxes to MarkWest Liberty Midstream & Resources, LLC; 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 of Easement as prepared by the Legal Department;**

 - b. **Acquisition of Right-of-Way #8996-E (Lake Harmony Development Co, n/k/a Blue Ridge Real Estate Co.), a partial take parcel necessary for the replacement of the Big Boulder cell tower (MP A90.1) by authorizing payment of \$1,000.00 representing fair market value to Blue Ridge Real Estate Co.; authorize the appropriate Commission officials to execute the required Temporary Construction Easement and other documents that may be required for closing; authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of the fair market value to**

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the property owner is contingent upon its delivery of an executed Temporary Construction Easement as prepared by the Legal Department;

- c. Acquisition of Right-of-Way #13025 (Convenience Realty, LP), a partial take parcel necessary for the pre-entry DMS ITS from MP 10.00 to MP 201.00 by authorizing payment of \$1,212.92 representing fair market value and pro-rated taxes to Convenience Realty, LP; 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;**
- d. Acquisition of Right-of-Way #14069-F (Ian M. & Taylor T. Docherty), a partial take parcel necessary for the total reconstruction project from MP 40.00 to MP 48.00 by authorizing payment of \$6,051.00 representing fair market value and pro-rated taxes to Ian M. & Taylor T. Docherty; also authorize payment of \$1,416.25 representing Section 710 damages to Auld Miller, LLC; 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 of Easement as prepared by the Legal Department;**
- e. Adopt the proposed Property Acquisition Resolution for Right-of-Way #14133 (Alpine Partners II, LP; Columbia Gas of PA), a partial take parcel necessary for construction of the Southern Beltway, US 22 to I-79 by authorizing payment of \$297,000.00 representing Estimated Just Compensation to counsel named at a later date; 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 #14130 (1273 Washington Pike Associates, LLC; Deklewa Partners, LP; J&D Mineral, LP), a partial take parcel necessary for construction of the Southern Beltway by authorizing payment of \$451,500.00 representing estimated just compensation to counsel named at a later date; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;**
- g. Adopt the proposed Property Acquisition Resolution for Right-of-Way #14148 (Diggin', Inc.; Christopher M. Clark), a total take parcel necessary for construction of the Southern Beltway by authorizing payment of \$18,200.00 representing estimated just compensation to counsel named at a later date; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel.**

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4. Approve advertising for the items listed in memos "a" through "d":
 - a. Contract #T-210.00R001-3-02 for bituminous resurfacing between MP 210.92 and MP 215.14;
 - b. Contract #T-326.00R001-3-02 for bituminous resurfacing between MP 326.34 and MP 334.08;
 - c. Three (3) open-end drilling contracts to perform subsurface boring, sampling and testing services on the Mon/Fayette Expressway, Sections 53A, 53B and 53C;
 - d. Contract #T-075.00R001-3-02 for bituminous resurfacing between MP 75.69 and MP 84.99.

5. Approve the Issuance of Purchase Orders for the items listed in memos "a" and "b":
 - a. Security door and hardware contract, exercising the option to renew the agreement for an additional year (May 1, 2018 – April 30, 2019) with Fried Brothers Inc.; at a cost of \$120,000.00;
 - b. Microsoft Enterprise license agreement (June 1, 2018 – May 30, 2021), utilizing the Commonwealth's contract with CDW Government LLC; at a total award of \$2,610,608.64.

6. Approve the Award of Contract #A-058.88S001-3-02 for superstructure replacement of Bridge NB-360 at MP A58.88, to the lowest responsive and responsible bidder, J.D. Eckman, Inc.; at a not-to-exceed amount of \$3,773,052.00 and a contingency of \$180,000.00.

7. Approve the Change Orders and Final Payment for the items listed in memos "a" and "b":
 - a. Change Order #1 for Contract #T-019.00R002-3-02 for bituminous resurfacing and substructure rehabilitation between MP 19.41 and MP 31.25 with The Lane Construction Corporation, for an increase of \$2,346,462.33 for bituminous pavement patching, pavement marking, changes to the milestone dates due to deteriorating roadway and longitudinal patching; for a revised not-to-exceed amount of \$19,795,601.83;
 - b. Change Order #2 and Final Payment for Contract #T-174.00R001-3-02 for bituminous resurfacing between MP 173.25 and MP 179.94 with New Enterprise Stone & Lime Company, for a decrease of \$85,152.89 to balance items to actual work completed and costs for joint repairs; for a final contract value of \$10,599,800.54 and final amount due to the contractor of \$1,049,224.48.