

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

MAY 7, 2013

10:00 A.M.

AGENDA

- A. Roll Call
Sunshine Announcement
Public Participation**
- B. Minutes-April 16, 2013**
- C. Communications-Memo received from the Chief Counsel**
- D. Personnel**
- E. Unfinished Business**

F. NEW BUSINESS

- 1. Adopt the revisions to Policy 7.7, *Interest Rate Swap Management*, to reflect current trends in the use and management of derivatives and to incorporate the requirements of the federal Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.**

- 2. Approve the negotiation and execution of the Agreements, Settlements, a Lease, Amendments and a MOU for the items listed in memos “a” through “n”:**
 - a. Reimbursement Agreement with Canadian Pacific Railroad Corporation to reimburse the Railroad the costs for the engineering, plan review, flagging and protective services necessary for the redecking of Bridge NB-750 at MP A129.70; at a not-to-exceed amount of \$140,125.00;**

 - b. Reimbursement Agreement with CSX Transportation to reimburse CSX the costs for the engineering and plan review necessary for the replacement of Bridge WB-220W at MP 350.89; at a not-to-exceed amount of \$20,000.00;**

 - c. Supplemental Agreement with Columbia Gas to reimburse Columbia Gas for the relocation of their gas line necessary for the construction of the Somerset Interchange, for an additional \$43,791.38 due to unforeseen field conditions which necessitated the redesign and rebid for the relocation of the two gas lines; for a total reimbursement of \$113,538.71;**

 - d. Reimbursement Agreement with PECO Energy Co. to reimburse PECO the costs for the required engineering and facility relocation work necessary for the replacement of Bridge EB-733 at MP 320.11 as part of the total reconstruction project from MP 319.00 to MP 326.00; at a not-to-exceed amount of \$268,671.40;**

 - e. Reimbursement Agreement with PECO Energy Co. to reimburse PECO the costs for the required engineering and facility relocation work necessary for the replacement of Bridge EB-734 at MP 321.53 as part of the total reconstruction project from MP 319.00 to MP 326.00; at a not-to-exceed amount of \$156,246.48;**

 - f. Reimbursement Agreement with PECO Energy Co. to reimburse PECO the costs for the required engineering and facility relocation work necessary for the replacement of Bridge EB-737 at MP 323.73 as part of the total reconstruction project from MP 319.00 to MP 326.00; at a not-to-exceed amount of \$77,034.26;**

 - g. Reimbursement Agreement with PECO Energy Co. to reimburse PECO the costs for the required engineering and facility relocation work necessary for the replacement of Bridge EB-740 at MP 325.17 as part of the total reconstruction project from MP 319.00 to MP 326.00; at a not-to-exceed amount of \$372,292.95;**

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- h. Mutual Release and settlement for all back rent and interest due from New Cingular Wireless for equipment placed on a PTC cell tower in Tredyffrin Township in the amount of \$59,625.00; and approve a lease agreement with New Cingular Wireless to permit them to lease space at the lease rate of \$18,000.00 annually for a term of 5-years;**
 - i. Memorandum of Understanding with the Pennsylvania Department of Transportation, to renew the agreement that permits PennDOT to operate the King of Prussia Welcome Center located in the King of Prussia Service Plaza for an additional 5-years and the agreement will automatically renew annually;**
 - j. Waiver Agreement, Deed and subdivision plan with Bensalem Township:**

 - Deed conveying 1.63 acres of Commission property to Bensalem Township, which consists of an access road to the township's fire company building;**
 - Subdivision Plan showing the 1.63 acres of property that will be conveyed by deed;**
 - Agreement regarding waivers of the Township's design standards for local streets as contemplated by the Court approved Stipulation as it relates to the road providing access to the fire facility;**
 - k. Mutual Release and settlement for the negotiated back rent due from Lamar Advertising Inc. for the billboard located at MP 59.70 WB in the amount of \$8,700.00; and approve a lease agreement with Lamar at the lease rate of \$1,200.00 annually for a term of 5-years;**
 - l. Amendment to our agreement with Orion Land Services, Inc. for right of way acquisition services for the Southern Beltway Rt. 22 to I-79 project, to extend the term of the agreement to April 30, 2015;**
 - m. Settlement with the PA Department of Environmental Protection (DEP) for alleged actions at the Blue Mountain Interchange (MP 202-206); authorize the appropriate Commission officials to execute the Consent Assessment of Civil Penalty and authorize payment of \$2,600.00 to the Commonwealth of PA-Dams and Encroachments Fund;**
 - n. Amendment to our agreement with North American Insurance Management Corporation (NAIMC) for insurance consulting services; to exercise our option to renew the agreement for an additional year (thru May 31, 2014); for a reduced rate of \$18,000.00.**
- 3. Approve the Right-of-Way Requests for the items listed in memos "a" through "f":**
- a. Acquisition of Parcel 17, a partial take parcel necessary for the replacement of Bridge WB-506 at MP 63.06, by authorizing payment of fair market value in the amount of \$1,000.00 to Clifford Baughman; 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**

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- value to the property owner is contingent upon his delivery of a deed of easement as prepared by the Legal Department;
- b. Acquisition of Right-of-Way #14079-T, a total take parcel necessary for the reconstruction of Bridge WB-451 at MP 49.00, by authorize payment of fair market value, pro-rated taxes and recording fees in the amount of \$56,017.79 to James J. Pecora, Esquire, escrow agent; authorize the appropriate Commission officials to execute the agreement of sale and other documents as 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 her delivery of a deed as prepared by the Legal Department;**
 - c. Acquisition of Right-of-Way #14213-C, a partial take parcel necessary for the total reconstruction project from MP 40.00 to MP 48.00, by authorizing the payment of fair market value and pro-rated taxes in the amount of \$4,348.50 to Clarence R. and Gloria J. Parkinson; authorize the appropriate Commission officials to execute the agreement of sale and other documents as 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 their delivery of a deed prepared by the Legal Department;**
 - d. Acquisition of Right-of-Way #6474-F, a partial take parcel necessary for the total reconstruction project from MP A20.00 to MP A30.00, by authorizing the payment of fair market value in the amount of \$1,900.00 to Eugene M. and Susan M. Kelly; authorize the appropriate Commission officials to execute the required settlement documents; 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 their delivery of an executed temporary construction easement as prepared by the Legal Department;**
 - e. Acquisition of Right-of-Way #6461-A, a partial take parcel necessary for the total reconstruction project from MP A20.00 to MP A30.00, by authorizing payment of fair market value in the amount of \$3,000.00 to Betty L. Moore; authorize the appropriate Commission officials to execute the required settlement documents; 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 her delivery of an executed temporary construction easement as prepared by the Legal Department;**
 - f. Acquisition of Right-of-Way #1023-A1, 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 in the amount of \$6,291.50 to Valerie M. Moy; authorize the appropriate Commission officials to execute the agreement of sale; authorize the payment of statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of damages to the**

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property owner is contingent upon her delivery of a deed prepared by the Legal Department.

4. Approve amending the pool for qualified title abstracting and real estate closing services to include Puzak Law Offices in the pool.

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

a. F5 load balancers for disaster recovery and application failover, utilizing the Commonwealth’s contract with ePlus; at a total award of \$296,804.30;

b. Herbicide spraying service (May 1, 2013 – December 31, 2013), to DeAngelo Brothers Inc.; at a total award of \$1,430,000.00;

c. Solar salt (evaporated crystal sodium chloride), exercising our option to renew the agreement for an additional year (June 1, 2013 – May 31, 2014) with International Salt Co. LLC; for \$100,000.00;

d. Delineation and roadside reflective markers, exercising our option to renew the agreement for an additional year (June 1, 2013 – May 31, 2014) with PIBH; for \$150,000.00;

e. Sodium Chloride, exercising our option to renew the agreement for an additional year (September 1, 2013 – May 31, 2014):

Cargill Inc.	\$4,000,000.00
American Rock Salt Co.	<u>\$1,500,000.00</u>
RENEWAL AMOUNT	\$5,500,000.00

f. Two (2) Change Orders for SAP HCM functional business analyst with Computer Aid, to extend the agreements through June 30, 2014:

Purchase Order:	<u>#4400003718</u>	<u>#4400003488</u>
Original Contract	94,000.00	\$94,000.00
Previous Changes	94,000.00	141,000.00
Current Change Orders	<u>188,000.00</u>	<u>188,000.00</u>
REVISED TOTALS	\$376,000.00	\$423,000.00

g. Rescind the award to MH Corbin for one hundred (100) radar speed display signs that was approved at the March 5, 2013 Commission Meeting (item F-5b) in error, and award the contract to the lowest responsive and responsible bidder, All Traffic Solutions; at a total award of \$239,900.00;

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- h. To complete video collaboration endpoints and room solution for various locations, utilizing the Commonwealth’s contract with Visual Sound; at a total award of \$889,480.00;**
- i. Unleaded gasoline and ethanol (June 1, 2013 – May 31, 2014), to the lowest responsive and responsible bidders:**
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|--------------------------|-----------------------|---|
| Petroleum Traders | \$1,100,000.00 | Homewood, Gibsonia, Jefferson Hills, Harrison City, Searights
Ethanol: Searights, New Cumberland |
| Mansfield Oil Co. | 800,000.00 | Kegg, Everett, Slatington, Wyoming Valley |
| Glassmere Fuel Co. | 160,000.00 | Donegal |
| Export Fuel | 430,000.00 | Greensburg, Somerset |
| Bedford Valley Petroleum | 230,000.00 | Burnt Cabins |
| Talley Petroleum | 900,000.00 | Newville, New Cumberland, Mt. Gretna, Bowmansville |
| Riggins Inc. | <u>800,000.00</u> | Devault, Plymouth Meeting, Trevoise, Quakertown |
| TOTAL AWARD: | \$4,420,000.00 | |

- j. Aggregates (stone, slag & gravel), to the lowest responsive and responsible bidders:**
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|-----------------------------|---------------------|---|
| Hansen Aggregates | 24,000.00 | Homewood, Gibsonia, Searights, Greensburg, Harrison City, Jefferson Hills |
| Newville Terminal Services | 22,500.00 | Homewood, Gibsonia |
| Glacial Sand & Gravel Co. | 2,500.00 | Homewood, Gibsonia, Greensburg, Harrison City, Donegal |
| New Enterprise Stone & Lime | 30,000.00 | Donegal, Somerset, Kegg, Everett, Burnt Cabins |
| Valley Quarries | 5,000.00 | Newville |
| Hempt Bros. | 7,000.00 | New Cumberland, Mt. Gretna |
| Martin Limestone | 8,500.00 | Mt. Gretna, Bowmansville |
| Silver Hill Quarry | 3,500.00 | Bowmansville |
| Glasgow | 4,000.00 | Devault, Plymouth Meeting |
| Hanson Aggregates-Allentown | 5,000.00 | Devault |
| Douglassville Quarry | 4,000.00 | Devault, Plymouth Meeting |
| Highway Materials | 8,000.00 | Plymouth Meeting, Quakertown |
| Eureka Stone Quarry | 2,500.00 | Trevoise |
| Miller Materials/Naceville | 5,000.00 | Trevoise |
| Naceville Materials | 2,000.00 | Quakertown |
| Martin Stone Quarries | 2,000.00 | Quakertown |
| Eastern Industries | 5,000.00 | Slatington |
| Lehigh Asphalt & Paving | 5,000.00 | Slatington |
| Locust Ridge (H&K) | 5,000.00 | Pocono |
| Wilkes-Barre Materials | 5,000.00 | Wyoming Valley |
| Penny Supply-Slusser Bros. | <u>1,000.00</u> | Wyoming Valley |
| TOTAL AWARD | \$156,500.00 | |

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

- a. Contract #T-355.00P001-3-07 for construction of the mainline toll facility from MP 351.43 to MP 354.18 and Open-Road Toll facility (ORT) for the Delaware River Bridge from MP 357.96 to MP 358.32, to the lowest responsive and responsible bidder, Road-Con, Inc.; at a not-to-exceed amount of \$59,244,245.95 and a contingency of \$3,000,000.00;**
- b. Contract #T-355.00P001-3-08 for plumbing work for construction of the mainline toll facility from MP 351.43 to MP 354.18 and Open-Road Toll facility (ORT) for the Delaware River Bridge from MP 357.96 to MP 358.32, to the lowest responsive and**

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- responsible bidder, Guy M. Cooper Inc.; at a not-to-exceed amount of \$281,500.00 and a contingency of \$20,000.00;
- c. **Contract #T-355.00P001-3-09 for electrical work for the construction of the mainline toll facility from MP 351.43 to MP 354.18 and Open-Road Toll facility (ORT) for the Delaware River Bridge from MP 357.96 to MP 358.32, to the lowest responsive and responsible bidder, Philips Brothers Electrical Contractors Inc.; at a not-to-exceed amount of \$967,777.00 and a contingency of \$50,000.00;**
 - d. **Contract #T-355.00P001-3-10 for HVAC work for the construction of the mainline toll facility from MP 351.43 to MP 354.18 and Open-Road Toll facility (ORT) for the Delaware River Bridge from MP 357.96 to MP 358.32,, to the lowest responsive and responsible bidder, Guy M. Cooper Inc.; at a not-to-exceed amount of \$925,000.00 and a contingency of \$50,000.00;**
 - e. **Contract #T-040.00T001-3-06 for the replacement of Bridge WB-427 at MP 42.65, to the lowest responsive and responsible bidder, The Lane Construction Corporation; at a not-to-exceed amount of \$11,415,417.75, and a contingency of \$500,000.00;**
 - f. **Contract #T226.00R001-3-02 for inlet repairs between MP 226.85 and MP 235.52, to the lowest responsive and responsible bidder, Hempt Bros., Inc.; at a not-to-exceed amount of \$309,397.50 and a contingency of \$25,000.00.**
7. **Approve the award of service and authorize the negotiation and execution of an agreement with the selected firm for Ref #5-089, open-end material inspection and testing from MP 200.00 to MP 358.11 and the Northeast Extension:**
- 1. **Advantage Engineers, LLC-AWARDED**
 - 2. **ACA Engineering, Inc.**
 - 3. **Specialized Engineering**
8. **Approve the Change Orders and Change Order/Final Payment for the items listed in memos "a" through "d":**
- a. **Change Order #3 for Contract #T-299.00R001-3-02 with Reading Site Contractors for bituminous resurfacing between MP 299.30 and MP 306.38, for an increase of \$455,929.94 to balance items to the actual work completed, for roadway safety patrols during Hurricane Sandy and construction of a PSP pad at MP 302.00;**
 - b. **Change Order #2 for Contract #EN-00116-03-02 with JPS Construction Co., Inc. for bridge repairs between MP 0.00 and MP 109.91, Toll I-376, Turnpike 576 and Turnpike 66, for a 35-day time extension due to temperature requirement for weather sensitive work;**

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- c. **Change Order #1 for Contract #T-020.47S001-3-02 with The Lane Construction Corporation for the rehabilitation of six bridges between MP 21.16 and MP 27.60, for an additional \$280,706.21 to balance contract items to the actual work completed to date, additional costs for concrete repairs and additional work for landslide remediation;**
- d. **Change Order #1 and Final Payment for Contract #T-258.37S001-3-02 with Mosites Construction Company for the rehabilitation of three bridges between MP 258.37 and MP 365.65, for a decrease of \$3,364.93 to balance contract items to the actual work completed and additional changes for concrete repairs; for a final contract value of \$472,410.07 and final amount due to the contractor of \$58,300.89.**