

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL MEETING**

**MAY 21, 2013**

**10:00 A.M.**

**A G E N D A**

- A. Roll Call  
Sunshine Announcement  
Public Participation**
- B. Minutes-May 7, 2013**
- C. Communications-  
Memo received from the Chief Counsel  
Memo received from the Manager of Strategic Sourcing and Asset Management**
- D. Personnel**
- E. Unfinished Business**

**F. NEW BUSINESS**

- 1. Adopt the Resolution approving The Pennsylvania Turnpike Commission's Annual Operating Expense Budget for the 2013-2014 fiscal year in the amount of \$337,467,000.00.**
  
- 2. Approve the negotiation and execution of the Agreements and Amendments for the items listed in memos "a" through "f":**
  - a. Reimbursement payment to HMSHost for construction, construction management services and inspection of additional truck parking spaces at the South Somerset Service Plaza, in the amount of \$2,000,000.00 (pursuant to the terms of the June 15, 2009 Lease Agreement) and approve the execution of the necessary documents;**
  
  - b. Agreement with Giant Eagle, Inc. to market E-ZPass in Giant Eagle and GetGo stores;**
  
  - c. Interagency Agreement with the Pennsylvania Department of Transportation (PennDOT) to utilize PennDOT P3 consultant resources to assist with the evaluation of potential solicited/unsolicited P3 proposals that may affect the Commission;**
  
  - d. Amendment to our agreement with Intergraph Corporation to support the Computer Aided Dispatch System (CADS) software, to exercise our option to renew the agreement for an additional 3 years; at a cost of \$366,648.36;**
  
  - e. Amendment to our agreement with PFM Asset Management for arbitrage consultation, to extend the term of the agreement until December 31, 2013, at a cost of \$133,000.00; and approve advertising for an Arbitrage Consultant;**
  
  - f. Continuation of banking services until the implementation of All Electronic Tolling (AET) for the following institutions; and authorize the Chief Financial Officer to negotiate terms and conditions:**
    - PNC Bank for banking and cash management services, \$126,000.00 annually (approximate),**
    - Wells Fargo Bank for banking and cash management services, \$600,000.00 annually (approximate).**
  
- 3. Approve the Right-of-Way Requests for the items listed in memos "a" through "n":**
  - a. Acquisition of Right-of-Way #14217-M, a partial take parcel necessary for the total reconstruction of MP 40.00 to MP 48.00, by authorizing the payment of fair market value and pro-rated taxes of \$1,827.00 to Medrad, Inc.; 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 its delivery of a deed as prepared by the Legal Department;**

**F. NEW BUSINESS**

- b. Acquisition of Right-of-Way #6068-B, a partial take parcel necessary for the total reconstruction project from MP 320.00 to MP 326.00, by authorizing the payment of fair market value of \$25,000.00 to Summerhill Homeowners Association; authorize the appropriate Commission officials to execute the agreement of sale and other documents that may be required for settlement and to 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 as prepared by the Legal Department;**
- c. Acquisition of Right-of-Way #6474-E, 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 of \$3,000.00 to Vincent J. and Karin H. Urbano; 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;**
- d. Acquisition of Right-of-Way #6079-G, a partial take parcel necessary for the total reconstruction project from MP 320.00 to MP 326.00, by authorizing the payment of fair market value of \$5,100.00 to Brandywine Operating Partnership, L.P.; authorize the appropriate Commission officials to execute the agreement of sale and other documents that may be required for settlement and to 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 as prepared by the Legal Department;**
- e. Acquisition of Right-of-Way #1105-D, a total take parcel necessary for the total reconstruction project from MP 129.00 to MP 133.00, by authorizing payment of fair market value, pro-rated taxes and recording fees of \$155,430.39 to David J. Puzak, 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 his delivery of a deed as prepared by the Legal Department;**
- f. Settlement of Right-of-Way #12067-R01-01, a total take of the billboard structure necessary for the reconstruction of Bridge WB-228 at MP 22.60, by authorizing payment of additional settlement funds in the amount of \$34,929.00 to Babst, Calland, escrow agent; authorize the appropriate Commission officials to execute the release and settlement agreement and other documents as may be required for settlement purposes; and payment of settlement funds to the property owner is contingent upon its execution and delivery of a full and final release and settlement agreement as approved by the Legal Department;**

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- g. Acquisition of Right-of-Way #6482-D, a partial take parcel necessary for the total reconstruction project from MP A26.00 to MP A30.00, by authorizing payment of fair market value and pro-rated taxes of \$4,936.00 to Hok Chiu Chan; 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 damages to the property owner is contingent upon his delivery of a deed prepared by the Legal Department;**
- h. Acquisition of Right-of-Way #6482-B, a partial take parcel necessary for the total reconstruction project from MP A26.00 to MP A30.00, by authorizing payment of fair market value and pro-rated taxes of \$507.50 to Gary and Michele Geib; 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 damages to the property owners is contingent upon his delivery of a deed prepared by the Legal Department;**
- i. Acquisition of Right-of-Way #6457-A, a partial take parcel necessary for the total reconstruction project from MP A26.00 to MP A30.00, by authorizing payment of fair market value of \$2,600.00 to Susan Kazmierczak; 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 damages to the property owner is contingent upon his delivery of a deed prepared by the Legal Department;**
- j. Acquisition of Right-of-Way #6488-B, a partial take parcel necessary for the total reconstruction project from MP A26.00 to MP A30.00, by authorizing payment of fair market value and pro-rated taxes of \$5,048.00 to Richard W. and Jull Mullen; 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 damages to the property owners is contingent upon his delivery of a deed prepared by the Legal Department;**
- k. Acquisition of Right-of-Way #6487-C, a partial take parcel necessary for the total reconstruction project from MP A26.00 to MP A30.00, by authorizing payment of fair market value and pro-rated taxes of \$11,165.00 to Frank Urbisci; 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 damages to the property owner is contingent upon his delivery of a deed prepared by the Legal Department;**

**F. NEW BUSINESS**

- l. Settlement of Right-of-Way #16564, a partial take parcel necessary for construction of the Mon/Fayette Expressway, by authorizing payment of additional settlement funds in the amount of \$3,440.00 to McDonald, Snyder & Lightcap, P.C., escrow agent; authorize the appropriate Commission officials to execute the necessary settlement agreement; and payment of settlement funds to the property owners is contingent upon its execution and delivery of a full and final release and settlement agreement as approved by the Legal Department;**
  - m. Settlement of Right-of-Way #16560, a partial take parcel necessary for construction of the Mon/Fayette Expressway, by authorizing payment of additional settlement funds in the amount of \$19,200.00 to McDonald, Snyder & Lightcap, P.C., escrow agent; authorize the appropriate Commission officials to execute the necessary settlement agreement; and payment of settlement funds to the property owner is contingent upon its execution and delivery of a full and final release and settlement agreement as approved by the Legal Department;**
  - n. Settlement of Right-of-Way #16559, a partial take parcel necessary for construction of the Mon/Fayette Expressway, by authorizing payment of additional settlement funds in the amount of \$6,400.00 to McDonald, Snyder & Lightcap, P.C., escrow agent; authorize the appropriate Commission officials to execute the necessary settlement agreement; and payment of settlement funds to the property owner is contingent upon its execution and delivery of a full and final release and settlement agreement as approved by the Legal Department.**
- 4. Approve advertising for the items listed in memos “a” through “c”:**
    - a. Investment manager to manage funds in the Oil Franchise Tax General Fund and the Motor Vehicle Self-Managed Account;**
    - b. Spill response team contractor to provide containment, clean-up and disposal of hazardous materials from the Ohio State Line to MP 75.20, Beaver Valley Expressway (MP B27.50-B44.80), Mon/Fayette Expressway (MP M0.00-M54.00) and the Southern Beltway (MP S0.00-S5.60);**
    - c. GPS fleet tracking system to assist with increasing safety, enhancing customer service, workers’ productivity and decreasing fuel consumption.**
  - 5. Approve the Award of Bids and the Issuance of Purchase Orders for the items listed in memos “a” through “d”:**
    - a. HP support agreement for 3-years, utilizing the Commonwealth’s contract with Hewlett-Packard Company; at a total award of \$244,243.10 and a contingency of \$30,756.00;**

**F. NEW BUSINESS**

- b. Septic tank cleaning (June 1, 2013 – May 31, 2014), exercising our option to renew the agreement for an additional year:**

<b>Dillsburg Excavating &amp; Septic Inc.</b>	<b>\$ 18,000.00</b>
<b>Rural Wastewater Management Inc.</b>	<b>35,000.00</b>
<b>Associated Products Inc.</b>	<b>5,000.00</b>
<b>Dalton Sanitary Service</b>	<b>23,000.00</b>
<b>Aqua Wastewater Management Inc.</b>	<b>10,000.00</b>
<b>Mr. John of Pittsburgh</b>	<b>4,000.00</b>
<b>A Septic Tank Service</b>	<b>25,000.00</b>
<b>Burns Septic Service</b>	<b><u>25,000.00</u></b>
<b>RENEWAL AMONT:</b>	<b>\$145,000.00</b>

- c. Toner/printer supplies (June 1, 2013 – May 31, 2014), to the lowest responsive and responsible bidder, Office Pal; at a total award of \$100,000.00;**
- d. Tunnel control system service contract for the Lehigh Tunnel, to Honeywell, Inc.; at a total award of \$1,839,000.00.**

- 6. Approve the Award of Contracts for the items listed in memos “a” and “b”:**

- a. Contract #A-040.00R002-3-02 for shoulder and slope repairs between MP A38.78 and MP A51.59, to the lowest responsive and responsible bidder, Blooming Glen Contractors, Inc.; at a not-to-exceed amount of \$1,517,412.26 and a contingency of \$75,000.00;**
- b. Contract #T-013.21S001-3-04 for the replacement of Bridge WB-210A at MP 12.76, to the lowest responsive and responsible bidder, Joseph B. Fay, Co.; at a not-to-exceed amount of \$2,985,757.00 and a contingency of \$100,000.00.**

- 7. Approve Supplemental Agreement #9 with KCI Technologies, Inc. for environmental services for the I-95/I-276 Interchange project, for an additional \$1,069,197.90 for environmental re-evaluation, permitting, wetland, stream and terrestrial mitigations and public and agency coordination.**

- 8. Approve the Change Orders/Final Payments for the items listed in memos “a” and “b”:**

- a. Change Order #3 and Final Payment for Contract #T-352.00R001-3-02 with Blooming Glen Contractors, Inc. for bituminous overlay between MP 353.40 and MP 358.00 and sign installation between MP 353.40 and MP 359.00, for an additional \$8,331.85 for permanent pavement markings; for a final contract value of \$4,265,108.19 and a final amount due to the contractor of \$93,467.38;**

**F. NEW BUSINESS**

- b. Change Order #1 and Final Payment for Contract #T-266.67S001-3-02 with Kinsley Construction Co., Inc. for rehabilitation of Bridge EB-503A at MP 266.67, for an additional \$167,738.80 to balance contract items to the actual work completed, Hurricane Sandy patrols, pavement markers, erosion and sediment control, bridge fencing and anchor bolt replacement.**
  
- 9. Approve the Award of service and authorize the negotiation and execution of an agreement with the selected firm for Ref #3-239, preliminary and final design services for Bridge EB-103 at MP 228.54:**

  - Whitney, Baily, Cox & Magnani-AWARDED**
  - Arora & Associates, P.C.**
  - McMahan Associates, Inc.**