

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

JULY 1, 2014

10:00 A.M.

AGENDA

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

- B. Minutes-June 17, 2014**

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

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

1. **Approve the Change Orders and Final Payments for the items listed in memos "a" through "g":**
 - a. **Change Order #1 and Final Payment for Contract #EN-00118-03-02 with New Enterprise Stone and Lime, Inc. for roadway and miscellaneous repairs between MP 75.39 and MP 179.44, for a decrease of \$437,594.47 to balance items to actual work completed; for a final contract value of \$1,562,405.53 and a final amount due to the contractor of \$78,120.28;**
 - b. **Change Order #2 and Final Payment for Contract #T-197.50R001-3-02 with Hempt Bros., Inc. for bituminous overlay and shoulder sealing between MP 196.40 and MP 199.33, for a decrease of \$4,419.80 to balance items to actual work completed; for a final contract value of \$1,712,382.15 and a final amount due to the contractor of \$87,519.11;**
 - c. **Change Order #4 and Final Payment for Contract #A-114.64S001-3-02 with H.R.I., Inc. for the replacement of Bridge NB-655 at MP A114.64, for a decrease of \$67,358.76 to balance items to actual work completed, additional changes for a temporary impact attenuator and repairs to the temporary impact attenuator, seeding and soil supplements and mulching; for a final contract value of \$5,418,063.47 and final amount due to the contractor of \$157,428.69;**
 - d. **Change Order #1 and Final Payment for Contract #EN-00136-03-03 with Swank Construction Company, LLC for bridge repairs between MP 109.91 and MP 236.22, for a decrease of \$350,679.41 to balance items to actual work completed; for a final contract value of \$649,320.59 and final amount due to the contractor of \$32,466.03;**
 - e. **Change Order #1 and Final Payment for Contract #A-040.00R002-3-02 with Blooming Glen Contractors, Inc. for shoulder and slope repairs between MP A38.78 and MP A51.59, for an additional \$70,867.03 to balance items to actual work completed, changes for geotextile, Class 1 and 1A excavation, bituminous curb, rock slope repairs, subbase, payment adjustment for asphalt materials, and erosion and sediment control; for a final contract value of \$1,588,279.29 and final amount due to the contractor of \$261,837.61;**
 - f. **Change Order #2 and Final Payment for Contract #T-027.77S001-3-02 with Gulisek Construction, LLC for the rehabilitation of four bridges between MP 27.77 and MP 29.72, for decrease of \$7,095.78 to balance items to actual work completed, changes for concrete bridge deck repairs, rivet replacement, superstructure jacking, rebate for fiber wrap, material restocking fees, waterproofing, concrete, steel wire fabric, rebar, dowel holes, protective coating, excavation, S.N.A.P.'s, pavement markers, partial bridge removal, expansion dam system and superpave mix design; for a final contract value of \$1,560,367.27 and final amount due to the contractor of \$222,809.69;**
 - g. **Change Order #6 and Final Payment for Contract #A-020.00T002-3-06 with Loftus Construction Inc. for the replacement of Bridge NB-142 at MP A30.06, for a decrease of \$483,941.18 to balance items to actual work completed, additional changes for final field measurements for the removal of an existing footer and emergency deck patching; for a**

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final contract value of \$12,333,509.65 and final amount due to the contractor of \$250,402.68.

- 2. Approve the negotiation and execution of the Agreements for the items listed in memos “a” through “e”:**
 - a. Agreement with Travel Boards of PA Inc. to continue the travel boards and logo program for 5-years with the two 2-year extensions;**
 - b. Reimbursement Agreement with Norfolk Southern Railroad to reimburse the Railroad the costs for the required engineering and protective services necessary for the replacement of Bridge EB-731 at MP 319.19; at a not-to-exceed amount of \$25,000.00;**
 - c. Agreement with the Township of Charlestown to permit the Township to install lighting fixtures and conduit along the face of the east abutment of Bridge EB-722 (SR 29) to provide lighting for the pedestrian sidewalk along SR 29, in accordance with the plans reviewed and approved by the Engineering Department;**
 - d. Agreement with Indiana University of Pennsylvania (IUP) Research Institute to provide research, evaluation, training, strategic and policy planning and analysis, organizational and program planning, and administrative services necessary to assess and maximize Commission program efforts;**
 - e. Memorandum of Understanding (MOU) with Teamsters Local Union No. 77 and 250 to provide survivor benefits to the spouse and eligible dependents of an employee who dies as a result of a work related accident.**

- 3. Approve the Right-of-Way Requests for the items listed in memos “a” through “g”:**
 - a. Aerial easement across property owned by Dennis R. and Nancy C. Hauenstein, a partial take parcel necessary for the RWIS deployment project from MP 201.00 to MP 293.00 by authorizing payment of fair market value of \$500.00 to Dennis R. and Nancy C. Hauenstein; 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 their delivery of a deed of easement as prepared by the Legal Department;**
 - b. Acquisition of Right-of-Way #6525-B (Lorraine Ciamaichela), a total take parcel necessary for the total reconstruction project from MP A31.00 to MP A38.00 by authorizing payment of fair market value, pro-rated taxes and recording fees of \$331,650.32 to Diversified Settlement Services, Inc., Escrow Agent; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that may be required for closing;**

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- authorize the 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 the property owner is contingent upon the delivery of a deed as prepared by the Legal Department;
- c. Acquisition of Right-of-Way #3121-C (Walter B. and Ruth A. Nolt), 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 \$9,135.00 to Walter B. and Ruth A. Nolt; 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 owners is contingent upon their delivery of a deed prepared by the Legal Department;
 - d. Acquisition of Right-of-Way #3123-C (Harry L. and Nancy L. Elder, Jr.), 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 \$9,742.50 to Harry L. and Nancy L. Elder, Jr.; 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 owners is contingent upon their delivery of a deed prepared by the Legal Department;
 - e. Amendment to the Agreement of Sale for Right-of-Way #6458-A (John Kibblehouse, Sr., Lee Detwiler and Joyce Detwiler), a partial take parcel necessary for the total reconstruction project from MP A26.00 to MP A30.00, by authorizing additional moving expenses for the relocation of Turnpike material located on their property; at a not-to-exceed amount of \$200,000.00;
 - f. Acquisition of Right-of-Way #8996-A (Dolores Sywensky and Joyce Jackson), a total take parcel necessary for the replacement of Hawk Falls Bridge at MP A88.59 by authorizing payment of fair market value, pro-rated taxes and recording fees of \$197,331.81 to Diversified Settlement 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 owners is contingent upon their delivery of a deed as prepared by the Legal Department;
 - g. Acquisition of Right-of-Way #6051-G (Holy Ascension Antiochian Orthodox Church), a total take parcel necessary for the total reconstruction project from MP 311.00 to MP 319.00 by authorizing payment of fair market value, pro-rated taxes and recording fees of \$478,703.90 to Diversified Settlement Services, Inc., escrow agent; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents

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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.

4. Approved advertising for appraisal services to obtain a comprehensive, professional appraisal of our current facilities.
5. Approve the Award of Bids, Change Orders and the Issuance of Purchase Orders for the items listed in memos "a" through "f":

- a. Change Order to the agreements with Computer Aid, Inc. utilizing the Commonwealth's contract, to extend the contract for an additional year (to June 30, 2015) and to add additional funds:

	<u>Original Value</u>	<u>Change Value</u>
SAP FRICE Business SME	\$225,012.01	\$170,000.00
Technical Specialist 2	89,503.00	170,000.00
SAP Security SME	98,000.00	<u>180,000.00</u>
CHANGE ORDER:		<u>\$520,000.00</u>

- b. Twelve (12) snow plows, utilizing the Commonwealth's contract with Valk Manufacturing Co.; at a total award of \$109,800.00;

- c. Sodium Chloride (September 1, 2014 – June 30, 2015), to the lowest responsive and responsible bidders:

	<u>Award Value</u>	<u>Contingency Value</u>
Cargill Deicing Technology, Inc.	\$13,800,000.00	\$2,900,000.00
Oceanport LLC	<u>1,700,000.00</u>	<u>400,000.00</u>
TOTAL AWARD & CONTINGENCY	\$15,500,000.00	\$3,300,000.00

- d. Sludge and residual waste water removal contract, exercising the option to renew the agreement for an additional year (thru June 30, 2015) with Environmental Products & Services; at a cost of \$300,000.00;

- e. Maintenance, replacement, testing, certifications and repairs to fuel pumps, dispensers, fuel storage tank systems and hydraulic lifts, exercising the option to renew the agreements for an additional year (July 1, 2014 – June 30, 2015):

Clark Contractors, Inc.	\$130,000.00
Miniscalco Construction LLC	<u>60,000.00</u>
RENEWAL VALUE:	\$190,000.00

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- f. Janitorial supplies (July 1, 2014 – June 30, 2015), to the lowest responsive and responsible bidders:**

XPEDX	\$138,000.00
Grainger	29,000.00
Unique Source	4,000.00
Central Poly Corp	<u>51,000.00</u>
TOTAL AWARD:	\$222,000.00

- 6. Approve the Award of Contract #EN-00126-03-02 for installation of the Intelligent Transportation Systems between MP 6.80 and MP 175.90, to the lowest responsive and responsible bidder, Wellington Power Corporation; at a not-to-exceed amount of \$2,313,673.30 and a contingency of \$100,000.00.**
- 7. Approve the negotiation and execution of Supplement Agreement #2 for Contract #4400003282 with Borton-Lawson Engineering, Inc. for open-end design services, for an additional \$500,000.00 for additional design services in support of the Capital Plan.**
- 8. Approve the award of services and authorize the negotiation and execution of an agreement with the selected firms for Ref #3-256 for two (2) open-end engineering design services:**
- 1. Larson Design Group-AWARDED**
 - 2. TransAssociates-AWARDED**
 - 3. Dawood**
 - 4. Wilson**
- 9. Approve the negotiation and execution of a Reimbursement Agreement with PECO Energy Co. to reimburse PECO for the costs to perform the required engineering and facility relocation work necessary for construction of the I-95/I-276 Interchange; at a not-to-exceed amount of \$156,925.00.**