

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

AUGUST 5, 2014

10:00 A.M.

A G E N D A

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

- B. Minutes-July 1, 2014**

- C. Communications-**
 - Memo received from the Chief Counsel**
 - Memo received from the Director of Procurement and Logistics**

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

- 1. Approve the option to renew the qualified pools for the items listed in memos “a” and “b”:**
 - a. Real Estate Closing Services, Real Estate Appraisal Services and Machinery and Equipment Appraisal Services to provide professional and other specialized services for an additional year (through December 19, 2015);**
 - b. Supplemental Auditing Services for an additional year (through January 7, 2016).**

- 2. Approve the negotiation and execution of the Agreements, Amendments and Work Orders for the items listed in memos “a” through “r”:**
 - a. Amendment to our agreements with Aetna and Highmark for the Medicare Advantage plans, exercising our option to renew the agreements for an additional year (January 1, 2015 – December 31, 2015);**
 - b. Agreement with Valley Forge Asset Management Corporation for investment management services, for six months; at a not-to-exceed amount of \$90,000.00;**
 - c. Agreement with the Pennsylvania State Police (PSP) to permit the PSP to use properties acquired for the New Baltimore Slide Remediation project and scheduled for demolition, for police training exercises;**
 - d. Amendment to our agreement with SAP for implementation services of its Syclo Mobile Work Force Management software; at a not-to-exceed amount of \$1,340,000.00;**
 - e. Agreement with the PA Game Commission to provide deer found along the roadway between MP 138.00 and MP 168.40 to the Game Commission to test the deer for Chronic Wasting Disease in hopes of containing the spread of the disease;**
 - f. Four (4) agreements for fabricated structural steel inspections systemwide for calendar years 2015 – 2019, with the same selected consultants negotiated by PennDOT; for a total combined not-to-exceed amount of \$6,000,000.00;**
 - g. Reimbursement Agreement with PECO Energy to reimburse PECO the costs to perform the required engineering and new gas line services to the toll plaza at the I-95/I-276 Connector; at a not-to-exceed amount of \$52,016.00;**
 - h. Amendment to our agreement with PNC Merchant Services for E-ZPass credit card processing services, to reduce the “per item” fee from \$0.065 to \$0.060 for each authorization and credit processed; and authorize the CFO to execute the Amendment;**
 - i. Amendment to our agreement with Paramount Management Group, LLC for ATM services, to install and operate an ATM at the Turnpike Industrial Park (TIP) building; and authorize the CEO/CFO to approve the addition of future ATM locations;**

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- j. Right of Entry Agreement with the Township of Conewago to permit the Township to enter Commission property to perform guiderail modifications along T-602 (Old Hershey Road) which passes over the Turnpike at MP 256.37, in accordance with the plans reviewed and approved by the Engineering Department;**
 - k. Work Order #37 with TransCore to integrate, install and make operable a new Video Image Toll System (VITS) to replace the existing obsolete conventional exit Violation Enforcement System (VES); at a not-to-exceed amount of \$16,030,762.00;**
 - l. Work Order #34 with TransCore to design, develop and integrate a new Maintenance Tracking System (MTS) into the existing Integrated Toll Management System (ITMS) application; at a not-to-exceed amount of \$892,960.00;**
 - m. Amendment to our Lease Agreement with HMSHost Family Restaurants, LLC for food services at the service plazas, to address changes with regard to the New Stanton Service Plaza for CNG services and maintenance responsibilities;**
 - n. Amendment to our Lease Agreement with Sunoco, Inc. (R&M) for fuel services at the service plazas, to address changes with regard to the New Stanton Service Plaza for CNG services, operational responsibilities, tax assessments and maintenance responsibilities;**
 - o. Settlement Agreement for Frank J. and Judith Barie Cservak v PTC et. al; and authorize payment of the settlement amount;**
 - p. Amendment to our agreement with Keystone Acquisition Services Corporation for right-of-way acquisition services for the Southern Beltway, Route 22 to I-70 project; to extend the term of the agreement for two (2) years with a one (1) year option to renew, at a not-to-exceed amount of \$600,000.00;**
 - q. Settlement Agreement and Release with Mark Brunetti and authorize the payment of the settlement amount;**
 - r. Amendment to our agreement with Michael Baker, Jr. Inc. for ongoing design/construction management services in connection with the Service Plaza Development project; to extend the term of the agreement for two (2) years.**
- 3. Approve the Right-of-Way Requests for the items listed in memos "a" through "l":**
- a. Acquisition of Right-of-Way #9065-Y (*Richard Kuchinski, Sr.*), a total take parcel necessary for the removal of Bridge NB-657 at MP A115.00, by authorizing payment of fair market value and pro-rated taxes of \$50,845.79 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**

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- property owner is contingent upon his delivery of a deed prepared by the Legal Department;
- b. Acquisition of Right-of-Way #6505-B (*John S. and Jen B. Fil*), 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 \$212,871.21 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 the fair market value to the property owners is contingent upon their delivery of a deed as prepared by the Legal Department;
 - c. Acquisition of Right-of-Way #2116-C (*Harry J. and Sydney M. Rose*), a total take parcel necessary for the total reconstruction project from MP 149.00 to MP 155.00, by authorizing payment of fair market value, pro-rated taxes and recording fees of \$68,477.39 to David J. Puzak, Attorney At Law, escrow agent; authorizing payment of residential fixed move of \$2,200.00 to Harry J. and Sydney M. Rose; 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 deed prepared by the Legal Department;
 - d. Aerial easement (*Estate of Clayton W. Ketterer*), a partial take parcel necessary for construction of an Intelligent Transportation Systems dynamic message sign at MP 6.80, by authorizing payment of fair market value and recording fees of \$507.50 to the Estate of Clayton W. Ketterer; 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;
 - e. Acquisition of Right-of-Way #6519-C (*Clyde L. and Rachel R. Beidler*), 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 \$164,967.18 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 owners is contingent upon their delivery of a deed prepared by the Legal Department;
 - f. Acquisition of Right-of-Way #3128-F (*Harold E. Grove and Charles W. Grove*), a partial take parcel necessary for the total reconstruction project from MP 202.00 to MP 206.00, by

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- authorizing payment of fair market value and pro-rated taxes of \$507.50 as follows: \$253.75 to Harold E. Grove and \$253.75 to Charles W. Grove; 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 the delivery of a deed as prepared by the Legal Department;
- g. Acquisition of Right-of-Way #3123-B (*David F. Line and Richard H. Line*), 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 \$1,928.50 as follows: \$964.25 to David F. Line and \$964.25 to Richard H. Line; 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 the delivery of a deed as prepared by the Legal Department ;
- h. Acquisition of an uneconomic remnant for Right-of-Way #14217-A1 (*Edward L. and Margaret J. Vogel*), a partial take parcel necessary for the total reconstruction project from MP 40.00 to MP 48.00, by authorizing payment of fair market value and pro-rated taxes of \$23,469.85 to Edward L. and Margaret J. Vogel; 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;
- i. Adopt the proposed Property Acquisition Resolution for Right-of-Way #7135-T (*2731 Bartram, LLC*), a partial take parcel necessary for the I-95/I-276 Interchange project; authorize payment of Estimated Just Compensation of \$132,000.00 to Wisler Pearlstein, LLC, escrow agent; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by Chief Counsel;
- j. Acquisition of Right-of-Way #7135-C1 (*Edward L. and Susan M. Wimmersberger, Joanne Wimmersberger and Susanne W. Mellodge*), a total take parcel necessary for construction of the I-95/I-276 Interchange project, by authorizing payment of fair market value and pro-rated taxes of \$226,292.44 to City Line Abstract Company, 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; payment of fair market value to the property owners is contingent upon the delivery of a deed as prepared by the Legal Department;

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- b. Ten (10) trailer-mounted attenuators, utilizing the Commonwealth’s contract with Traffix Devices, Inc.; at a total award of \$159,810.00;**
- c. HVAC controls contracts for Districts 3, 4 & 5, utilizing the Commonwealth’s contract with Automated Logic Contracting Services, Inc.; at a total award of \$107,000.00;**
- d. Replace the tunnel controls console and related equipment at the Lehigh Tunnel, with Honeywell, Inc.; at a total award of \$277,800.00;**
- e. Asphalt sealant, to the lowest responsive and responsible bidder, Crafcro Inc.; at a total award of \$180,000.00;**
- f. Delaware Valley toll plaza electronic message signs, with Daktronics Inc.; at a total award of \$139,095.00;**
- g. Plow blades, hardware and accessories, exercising our option to renew the agreements for an additional year (October 1, 2014 – September 30, 2015):**

Valk Manufacturing	\$150,000.00
Winter Equipment	<u>300,000.00</u>
RENEWAL VALUE	\$450,000.00
- h. Twenty (20) 2015 Ford Fusion vehicles, utilizing the Commonwealth’s contract with Apple Automotive Group; at a total award of \$375,920.00;**
- i. Two (2) Case 721F wheel loaders, utilizing the Commonwealth’s contract with Groff Tractor & Equipment Inc.; at a total award of \$305,196.00;**
- j. Delineation roadway markers, exercising our option to renew the agreement with Unique Source Products & Services (formerly PIBH); at a cost of \$200,000.00.**

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

- a. Contract #T-355.00P001-3-13 for construction of the I-95/I-276 Interchange project, SR 95, Section D10, contingent upon receipt of approval from the Federal Highway Administration, to the lowest responsive and responsible bidder, PKF-Mark III, Inc.; at a not-to-exceed amount of \$142,883,817.14;**
- b. Contract #T-201.00M001-3-02 for the installation of Roadway Weather Information Systems (RWIS) between MP 201.00 and MP 293.00, to the lowest responsive and responsible bidder, Carr & Duff, Inc.; at a not-to-exceed amount of \$482,230.00 and a contingency of \$20,000.00;**
- c. Contract #T-220.00T001-3-04 for roadway and bridge reconstruction between MP 220.30 and MP 226.72, to the lowest responsive and responsible bidders, New Enterprise Stone**

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- & Lime Co., Inc.; at a not-to-exceed amount of \$110,078,553.06 and a contingency of \$5,000,000.00;**
- d. Contract #T-187.00R002-3-02 for drainage and sinkhole repair at MP 187.30, to the lowest responsive and responsible bidder, Swank Construction Company, LLC; at a not-to-exceed amount of \$769,365.50 and a contingency of \$35,000.00.**
- 7. Approve the negotiation and execution of the Supplemental Agreements for the items listed in memos "a" through "c":**
- a. Supplemental Agreement #2 for Contract #EN-00040-02 with ms consultants, inc. for design management of the total reconstruction projects from MP 128-134, 149-155, 180-186, 242-245, for an additional \$7,000,000.00 due to increased efforts on the New Baltimore Slope Remediation Project, increased drilling costs, the addition of a third travel lane eastbound from MP 124.50-129.00, the extension of the contract to MP 124.50, significant stormwater management alternatives for the MP 149-155 project, final design of the MP 180-186 project and to complete the MP 242-245 project; for a revised not-to-exceed amount of \$21,000,000.00;**
 - b. Supplemental Agreement #4 for Contract #EN-00040-02 with Urban Engineers, Inc. for design management of the total reconstruction projects from MP 0-10, 40-48, 99-109, 312-319, 320-326, for an additional \$5,000,000.00 for extensive ongoing coordination with DEP and Tredyffrin Township for the MP 320-326 project, final design for the MP 312-319 project and assistance in preparing the bid documents for the MP 40-48 and MP 99-109 projects; for a revised not-to-exceed amount of \$28,000,000.00;**
 - c. Supplemental Agreement #1 with Jeff Zell Consultants, Inc. for open-end material inspection testing from MP 0.00 to MP 200.00, James E. Ross Highway, Amos K. Hutchinson Bypass and the Mon/Fayette Expressway, for an additional \$350,000.00 to continue inspections through the 2014 construction season; for a revised not-to-exceed amount of \$1,300,000.00.**
- 8. Approve the Change Orders and Final Payments for the items listed in memos "a" through "g":**
- a. Change Order #1 for Contract #A-075.86R001-3-02 with Pikes Creek Site Contractors for resurfacing of the Mahoning Valley Interchange ramp at MP A75.68, for a 211 day time extension due to changes in the electrical scope of work and the 2013/2014 winter shut down;**
 - b. Change Order #2 and Final Payment for Contract #T-174.85S001-3-02 with Clearwater Construction, Inc. for the redecking of Bridge B-546 and Bridge B-412 at MP 174.85 and 175.39 respectively, for a decrease of \$5,759.12 to balance items to actual work**

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- completed and changes to the seeding and mulching requirements; for a final contract value of \$1,340,919.93 and final amount due to the contractor of \$7,650.00;
- c. **Change Order #3 and Final Payment for Contract #T-355.00P001-3-06 with Driscoll Construction Co., Inc. for the replacement of Bridge DB-229 at MP 352.36, for a decrease of \$342,516.73 to balance items to actual work completed, changes for pavement markers, guide rail end treatments and loop detector installation, and credits for field office removal and non-removal of existing piles; for a final contract value of \$7,539,887.23 and final amount due to the contractor of \$197,577.06;**
 - d. **Change Order #4 and Final Payment for Contract #T-122.00R001-3-02 with New Enterprise Stone & Lime Company, Inc. for bituminous overlay between MP 121.82 and MP 128.93, for a decrease of \$10,235.80 to balance items to actual work completed; for a final contract value of \$5,557,735.87 and final amount due to the contractor of \$116,800.89;**
 - e. **Change Order #3 and Final Payment for Contract #EN-00014-03-02 with Clark Contractors, Inc. for the New Cumberland Maintenance facility public sewer connection at MP 243.84, for a decrease of \$91,755.62 to balance items to actual work completed; for a final contract value of \$935,746.28 and final amount due to the contractor of \$146,061.19;**
 - f. **Change Order #1 and Final Payment for Contract #EN-00136-03-05 with J.P.S. Construction Co., Inc. for bridge repairs between MP A20.00 and MP A130.64, for an increase of \$89,170.22 for additional abutment wall and wing wall patches to repair a deteriorated structure (NB-709) and additional MPT for the repairs; for a final contract value of \$1,589,170.22 and final amount due to the contractor of \$164,170.22;**
 - g. **Change Order #3 and Final Payment for Contract #T-263.00R001-3-02 with Handwerk Site Contractors for bituminous resurfacing between MP 262.99 and MP 268.35, for a decrease of \$10,387.13 to balance items to actual work completed and additional changes were necessary to assess 5-days of liquidated damages for work not completed on time; for a final contract value of \$4,707,465.46 and final amount due to the contractor of \$86,810.33.**
9. **Authorize the negotiation and execution of the financial resolutions for solicitation of proposals, Agreements, Amendments and the issuance of bonds for the items listed in memos "a" and "b":**
- a. **Solicitation of bids or proposals for Forward Delivery (FDA) and Forward Purchase (FPA) and Sale Agreements to invest the Commission's Indenture held funds; authorizing the entering into of such agreements; authorizing the taking of further action; repealing inconsistent resolutions; and declaring that this resolution shall be liberally construed;**
 - b. **Issuance of the Pennsylvania Turnpike Commission's Special Obligation Bonds (the "2014 bonds"), in one or more taxable series or sub-series bearing a fixed rate of interest, in an**

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aggregate principal amount not to exceed \$300,000,000, to finance the costs of (a) the current refunding of the Pennsylvania Turnpike Commission's Oil Franchise Tax Senior Revenue Bonds, Series A of 1998 (the "1998a bonds") (b) the current refunding of the Pennsylvania Turnpike Commission's Oil Franchise Tax Subordinate Revenue Bonds, Series B of 1998 (the "1998b Bonds" and together with the 1998A Bonds, the "Refunded Bonds"), and (c) certain capital improvements to the Mon-Fayette Expressway/ Southern Beltway; authorizing the termination of the escrow for the Refunded Bonds (the "Refunded Bonds Escrow Fund") and the transfer of the securities from the Refunded Bonds Escrow Fund to an Escrow Fund for the 2014 Bonds; authorizing the execution, delivery and distribution of the following: (1) one or more Trust Indentures, (2) one or more Preliminary Official Statements, (3) one or more Official Statements, (4) one or more Purchase contracts, (5) one or more Continuing Disclosure Agreements, (6) one or more Escrow Deposit Agreements; and (7) any other necessary or appropriate documents or certificates; authorizing the redemption of the Refunded Bonds; authorizing the taking of further action; repealing inconsistent resolutions; appointing co-bond counsel, financial advisor, investment advisor, verification agent and underwriters; and declaring that this resolution shall be liberally construed. Also, authorize the negotiation and execution of an Amendment to our agreement with Public Financial Management, Inc. (PFM) for financial advisory services, for PFM Asset Management (an affiliate of PFM) to serve as an investment advisor for this and other highly specialized bond issuances; at a not-to-exceed amount of \$75,000.00 per transaction.

10. Approve reimbursement to the E-ZPass Group (IAG) for expenses incurred in supporting the backup Virtual Private Network Connections, from September 2013 thru June 2014 in the amount of \$6,852.72.

11. 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" and "b":

a. RFP #4488. Supervisory leadership academy training;

- **Dering Consulting Group, Inc. - AWARDED**

b. RFP #4793. Broker services for insurances and COBRA administration.

- **Sagewell Partners, an Alliant Company - AWARDED**