

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

SEPTEMBER 20, 2016

10:00 A.M.

AGENDA

A. Roll Call

**Sunshine Announcement
Public Participation**

B. Minutes-September 6, 2016

C. Communications-

Memo received from the Chief Counsel

Memo received from the Director of Procurement & Logistics

D. Personnel

E. Unfinished Business

- 1. Approve payment of the invoices for the items listed in memos "a" through "c":**

F. NEW BUSINESS

- a. **Employee Liability Self-Insurance Program (ELSIP) invoice from the PA Department of General Services, which represents the annual premium due for the period July 1, 2016 to June 30, 2017, in the amount of \$70,501.00;**
 - b. **Reimbursement payment to the E-ZPass Interagency Group (IAG) for expenses incurred in supporting the backup Virtual Private Network (VPN), from January – July 2016, in the amount of \$5,220.32;**
 - c. **2016 Notice of Assessment from the Bureau of Workers’ Compensation for the Supersedeas and Subsequent Injury Funds, in the amount of \$31,478.00.**
- 2. Approve the negotiation and execution of the Agreements and Plans for the items listed in memos “a” through “c”:**
- a. **Post Construction Stormwater Management Plans and Operation and Maintenance Plans for five (5) off system stormwater management facilities necessitated by the PA DEP as part of the total reconstruction project from MP 320.00 to MP 326.00; authorize the Chief Engineer and the appropriate Commission officials to execute the plans and all other documents that may be required by the Chester County Recorder of Deeds office; and authorize payment of all fees and expenses associated with the same;**
 - b. **Reimbursement Agreement with Pennsylvania American Water Company (PAWC) to reimburse PAWC partial cost for the engineering and utility relocation work necessary for construction of the Southern Beltway, Section 55-C1; at a not-to-exceed amount of \$267,875.00;**
 - c. **Reimbursement Agreement with Pennsylvania American Water Company (PAWC) to reimburse PAWC partial cost for the engineering and utility relocation work necessary for construction of the Southern Beltway, Section 55-C2-1; at a not-to-exceed amount of \$162,187.50.**
- 3. Approve the Right-of-Way Requests for the items listed in memos “a” through “h”:**
- a. **Acquisition of Right-of-Way #6049-E (E. Thomas & Nancy E. Yatsko), a total take parcel necessary for the total reconstruction project from MP 311.00 to MP 319.00 by authorizing payment of \$3,012.91 representing fair market value and pro-rated taxes to E. Thomas & Nancy E. Yatsko; 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 their delivery of a deed prepared by the Legal Department;**

F. NEW BUSINESS

- b. Acquisition of Right-of-Way #1500-RB1 (John A. & JoAnn Raspotnik), a partial take parcel necessary for the total reconstruction project from MP 57.00 to 67.00 by authorizing payment of \$7,072.29 representing fair market value and pro-rated taxes to John A. & JoAnn Raspotnik; 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 is contingent upon the delivery of a deed as prepared by the Legal Department;
- c. Acquisition of Right-of-Way #7216-A (Fox Hollow 8, LLC), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 (MP A44.40, Bridge NB-218) by authorizing payment of \$70,900.00 representing fair market value and pro-rated taxes to Fox Hollow 8, 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 is contingent upon the delivery of a deed as prepared by the Legal Department;
- d. Acquisition of parcel 211 (GBD Properties, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 (MP A44.40, Bridge NB-218) by authorizing payment of \$1,866.00 representing fair market value and Section 710 damages to GBD Properties, Inc.; authorize the appropriate Commission officials to execute the temporary construction easement agreement 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 is contingent upon the delivery of an executed Temporary Construction Easement as prepared by the Legal Department;
- e. Acquisition of Right-of-Way #1500-RC2 (Joseph A. Ashford), a partial take parcel necessary for the total reconstruction project from MP 57.00 to MP 67.00 by authorizing payment of \$1,513.50 representing fair market value and pro-rated taxes to Joseph A. Ashford; 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 his delivery of deed prepared by the Legal Department;
- f. Adopt the proposed Property Acquisition Resolution for Right-of-Way #6510-A1 (John M. & Janet B. Alderfer), a partial take parcel necessary for the total reconstruction project from MP A31.00 to MP A38.00; authorize payment of estimated just compensation of \$172,500.00

F. NEW BUSINESS

payable to law firm 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 #14135 (Wayne E. Bisbey), a partial take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79 project; authorize payment of estimated just compensation of \$176,000.00 to Hollinshead, Mendelson, Bresnahan, Nixon & Finnegan, P.C., escrow agent; and payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;
- h. Acquisition of Right-of-Way #17065-A (C.W. and Brothers, LLC), a partial take parcel necessary for construction of the Southern Beltway by authorizing payment of \$8,910.00 representing fair market value, pro-rated taxes and recording fees to Coon & Company, escrow agent; authorize the appropriate Commission officials to execute the Agreement of Sale 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 fair market value is contingent upon the delivery of a deed as approved by the Legal Department.

4. Approve the Change Orders and Final Payments for the items listed in memos "a" through "d":

- a. Change Order #2 and Final Payment for Contract #EN-00149-03-03 for roadway and miscellaneous repairs between MP 241.87 and MP 298.33 with Hempt Bros., Inc., for a decrease of \$516,965.46 to reflect actual cost of the completed work authorizations; for a final contract value of \$1,883,034.54 and final amount due to the contractor of \$37,660.69;
- b. Change Order #1 and Final Payment for Contract #EN-00149-03-06 for roadway and miscellaneous repairs between MP 179.44 and MP 241.87 with Hempt Bros., Inc., for a decrease of \$838,331.44 to reflect actual cost of the completed work authorizations; for a final contract value of \$161,668.56 and final amount due to the contractor of \$8,083.43;
- c. Change Order #1 and Final Payment for Contract #EN-00153-03-04 for bridge repairs between MP 236.22 and MP 358.11 with J.P.S. Construction, for a decrease of \$2,437.34 to reflect actual cost of the completed work authorizations; for a final contract value of \$1,997,562.66 and final amount due to the contractor of \$39,951.25;
- d. Change Order #1 and Final Payment for Contract #EN-00153-03-05 for bridge repairs between MP A20.00 and MP A130.64 with J.P.S. Construction, for a decrease of \$392,915.46 to reflect the actual cost of the completed work authorizations; for a final contract value of \$1,607,084.54 and final amount due to the contractor of \$29,495.69.

F. NEW BUSINESS

5. Approve the Award of Bids and the Issuance of Purchase Orders for the items listed in memos “a” through “f”:

a. Five (5) 2017 Chevrolet Colorado pickup trucks, utilizing the Commonwealth’s contract with Apple Automotive Group; at a total award of \$149,040.00;

b. Promotional items and corporate apparel (September 1, 2016 – August 31, 2018), exercising the option to renew the agreements for an additional 2- years:

Apex Advertising, Inc.	\$145,000.00
Authentic Promotions.com	<u>6,400.00</u>
TOTAL RENEWAL:	\$151,400.00

c. Asphalt sealant (October 1, 2016 – September 30, 2017), to the lowest responsive and responsible bidder, McAsphalt Industries Limited; at a total award of \$200,000.00;

d. Master Civil 3D Centerline Alignment Development & GIS services, utilizing the Commonwealth’s contract with Carahsoft Technology Corp.; at a total award of \$534,085.24;

e. Tree clearing from MP 39.20 to MP 43.60, to the lowest responsive and responsible bidder, Richardson Tree and Landscape Co., Inc.; at a total award of \$1,800,421.93;

f. One (1) Welder truck body, utilizing the Commonwealth’s contract with MJR Equipment, Inc.; at a total award of \$125,088.00.

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

a. Contract #EN-00184-03-04 for bridge repairs between MP 236.22 and MP 358.11, to the lowest responsive and responsible bidder, J.P.S. Construction Co., Inc.; at a not-to-exceed amount of \$2,500,000.00;

b. Contract #EN-00184-03-05 for bridge repairs between MP A20.00 and MP A130.64, to the lowest responsive and responsible bidder, J.P.S. Construction Co., Inc.; at a not-to-exceed amount of \$2,500,000.00;

c. Contract #EN-00184-03-02 for bridge repairs between MP 0.00 and MP 109.91, Toll I-376, Turnpike 576, Turnpike 43 and Turnpike 66, to the lowest responsive and responsible bidder, Allison Park Contractors, Inc.; at a not-to-exceed amount of \$1,500,000.00;

d. Contract #EN-00184-03-03 for bridge repairs between MP 109.91 and MP 236.22, to the lowest responsive and responsible bidder, J.P.S. Construction Co., Inc.; at a not-to-exceed amount of \$1,500,000.00.

F. NEW BUSINESS

7. **Approve the award of services and authorize the negotiation and execution of an agreement with the selected firm(s) for the items listed in memos "a" through "c":**
 - a. **RFP#7337, automated fuels management solution services:**
 - **Gilbarco, Inc.-AWARDED**
 - b. **T00036/T00037, two (2) open-end traffic operations, Intelligent Transportation Systems (ITS) and safety services:**
 - **Gannett Fleming-AWARDED**
 - **Jacobs Engineering Group-AWARDED**
 - c. **T00009, preliminary and final design services for the replacement of Bridge EB-311 at MP 250.09:**
 - **C.C. Johnson & Malhotra-AWARDED**
 - **Greenman-Pedersen, Inc.**
 - **Larson Design Group, Inc.**