

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

NOVEMBER 1, 2016

10:00 A.M.

AGENDA

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

- B. Minutes-October 18, 2016**

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

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

1. **Approve payment of the invoices to Travelers Insurance Company, through our broker Conner Strong & Buckelew, for a total amount of \$1,752,024.00 which represents the annual premium for property and inland marine insurance coverage (\$1,741,980.00) and boiler and machinery insurance coverage (\$10,044.00) for the period October 1, 2016 – September 30, 2017.**

2. **Approve the negotiation and execution of the Amendments for the items listed in memos “a” through “e”:**
 - a. **Amendment to our agreement with DAC for compliance reporting and investor relations, exercising the option to renew the agreement for an additional year (thru June 16, 2018) at a not-to-exceed amount of \$20,000.00;**

 - b. **Amendment to our agreement with Xerox State and Local Solutions for maintenance and support of the tolling solution on the Findlay Connector, exercising the option to renew the agreement for an additional year (2nd renewal of the 3-year agreement; the total 3-year agreement is at a not-to-exceed amount of \$1,392,472.87);**

 - c. **Amendment to our agreement with The Gordian Group for operation of the Job Order Contracting (JOC) program, exercising the option to renew the agreement for an additional 2-years (April 9, 2017 – April 8, 2019); at a not-to-exceed amount of \$400,000.00;**

 - d. **Amendment to our agreements with US Bank, N.A., Wells Fargo Bank, N.A. and The Bank of New York Mellon, N.A. for Trustee and Bond services; to extend the agreements for 6 months with an option to extend the agreements for an additional six months, at an approximate cost of \$95,000.00;**

 - e. **Amendment to our agreement with Brink’s U.S. for armored courier services, exercising the option to renew the agreement for an additional year (June 1, 2017 – May 31, 2018); at a cost of \$175,000.00, expanding services, and approval to advertise for armored courier services.**

3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “i”:**
 - a. **Acquisition of Right-of-Way #15001-B (Richard L. & Gloria J. Kline), a partial take parcel necessary for the total reconstruction project from MP 57.00 to MP 67.00 by authorizing payment of \$17,213.00 representing fair market value and pro-rated taxes to Richard L. & Gloria J. Kline; 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 prepared by the Legal Department;**

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- b. Acquisition of Right-of-Way #15002-B (David W. Eckert), a total take parcel necessary for the total reconstruction project from MP 57.00 to MP 67.00 by authorizing payment of \$30,081.43 representing fair market value and pro-rated taxes to David W. Eckert; 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 prepared by the Legal Department;
- c. Acquisition of Right-of-Way #14103 (William C. & Anna M. Bond, Trustees of the William C. Bond Revocable Living Trust and Arthur R. Bond), a partial take parcel necessary for construction of the Southern Beltway by authorizing payment of \$43,245.54 representing fair market value and pro-rated taxes to William C. & Anna M. Bond, and authorizing payment of \$43,245.54 representing fair market value and pro-rated taxes to Arthur R. Bond; authorize the appropriate Commission officials to execute the Temporary Construction Easement 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 approved by the Legal Department;
- d. Transfer of Commission property at the Donegal Interchange to the PA Department of Transportation to improve traffic flow from the Donegal Interchange of the Turnpike to SR0031; authorize the execution of an Interagency Agreement, Quit Claim Deed and a temporary construction easement as reviewed and approved by the Legal Department;
- e. Acquisition of Right-of-Way #17971-6 (Fairfield Southpointe, L.P., MBM Enterprises, LLC d/b/a Power Train Sports Institute Southpointe, LLC), a partial take parcel necessary for construction of the Southern Beltway by authorizing payment of \$60,000.00 representing business dislocation damages to MBM Enterprises, LLC d/b/a Power Train Sports Institute Southpointe, LLC; authorize the appropriate Commission officials to execute the settlement 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 a deed as approved by the Legal Department;
- f. Acquisition of Right-of-Way #1500-E1 (Albert A. Raspotnik) and #15000-E1-01 (Appel Construction, LLC), a partial take parcel necessary for the replacement of Bridge WB-500 at MP 59.58 by authorizing payment of \$93,171.00 representing business dislocation damages, personal property loss and search costs to Appel Construction, LLC; authorize the appropriate Commission officials to execute the settlement agreement and other documents that may be required for closing; and authorize the payment of additional statutory damages as calculated by the Right-of-Way Administer and approved by the Chief Counsel;

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- g. Acquisition of Right-of-Way #1500-E1 (Albert A. Raspotnik) and #15000-E1-04 (Choice Pools & Hardscapes, Inc.), a partial take parcel necessary for the replacement of Bridge WB-500 at MP 59.58 by authorizing payment of \$60,000.00 representing business dislocation damages to Choice Pools & Hardscapes, Inc.; authorize the appropriate Commission officials to execute the settlement agreement and other documents that may be required for closing; and authorize the payment of additional statutory damages as calculated by the Right-of-Way Administer and approved by the Chief Counsel;**
 - h. Acquisition of Right-of-Way #1500-E1 (Albert A. Raspotnik), a partial take parcel necessary for the replacement of Bridge WB-500 at MP 59.58 by authorizing payment of \$471,650.50 representing fair market value, pro-rated taxes and recording fees to TRG Closing Services, escrow agent, and authorizing payment of \$51,135.50 representing business dislocation damages to Albert A. Raspotnik; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that may be required for closing; and authorize the payment of additional statutory damages as calculated by the Right-of-Way Administer and approved by the Chief Counsel;**
 - i. Settlement of Right-of-Way #17397 (Andrew & Tracy L. Zottola), a total take parcel necessary for construction of the Southern Beltway by authorizing payment of \$237,491.27 representing the balance of the settlement funds due after appropriate and agreed upon deductions for taxes and other items to Babst Calland, escrow agent; authorize the appropriate Commission officials to execute the settlement agreement and other documents that may be necessary; and delivery of the settlement funds to the property owners is contingent upon their execution of the Settlement Agreement and General Release as reviewed and approved by the Legal Department.**
- 4. Approve advertising for traffic incident management and emergency management services, open-end.**
- 5. Approve the Issuance of Purchase Orders for septic cleaning, exercising the option to renew the agreements for an additional year (November 1, 2016 – October 31, 2017):**
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|--|--------------------|
| Mr. John of Pittsburgh | \$ 0.00 |
| Rural Wastewater Mgt. | 0.00 |
| Dalton Sanitary Srv. | 10,000.00 |
| Associated Products | 0.00 |
| Dillsburg Excavating & Septic | 4,000.00 |
| Burns Septic Srv. | 45,000.00 |
| A Septic Srv. | 13,000.00 |
| McGovern Environmental | <u>0.00</u> |
| TOTAL RENEWAL: | \$72,000.00 |

F. NEW BUSINESS

6. **Approve the Award of Contract #T-020.47S002-3-02 for superstructure replacement of Bridge WB-224B at MP 20.47, to the lowest responsive and responsible bidder, Brayman Construction Corporation; at a not-to-exceed amount of \$5,487,866.20 and a contingency of \$250,000.00.**

7. **Approve the Change Orders and Final Payments for the items listed in memos "a" through "c":**
 - a. **Change Order #1 and Final Payment for Contract #EN-00149-03-02 for roadway and miscellaneous repairs between MP 75.39 and MP 179.44 with New Enterprise Stone & Lime Company, Inc., for a decrease of \$464,485.26 to balance items to actual work completed; for a final contract value of \$1,035,514.74 and final amount due to the contractor of \$51,775.74;**

 - b. **Change Order #4 for Contract #A-076.09S001-3-02 for the replacement of Bridge NB-531 at MP A76.09 and Bridge NB-534 at MP A76.18 with New Enterprise Stone & Lime Company, Inc., for a 27-day time extension due to extra milling and paving of SNAPS to facilitate traffic switch, extra work paving in barrier trench and installation of tenth mile marker signs; contract value remains at a not-to-exceed of \$21,926,544.81;**

 - c. **Change Order #2 and Final Payment for Contract #A-105.00R002-3-02 for bituminous resurfacing between MP A105.00 and MP A115.02 with Pikes Creek Site Contractors, for a decrease of \$1,668,220.90 to balance items to actual work completed, changes for drainage, curb armor, subbase, MPT and installation of tenth mile markers; for a final contract value of \$12,121,735.53 and final amount due to the contractor of \$120,959.59.**

8. **Approve the negotiation and execution of Supplemental Agreement #2 for Contract #4400003225 for open-end wastewater/environmental engineering services with Rettew Associates, for an additional \$20,000.00 to complete site inspections and contract management for the Everett Maintenance oil/water separator and Homewood Maintenance municipal connection projects; for a revised not-to-exceed amount of \$1,220,000.00.**

9. **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#7488, safety consultant for accident and illness prevention program:**
 - **Compliance Management International, Inc.-AWARDED**

 - b. **T00044, open-end construction inspection from MP 247.00 to MP 359.00 and from MP A20.00 to MP A131.00:**
 - **PRIME AE Group-AWARDED**
 - **Erdman, Anthony**
 - **Stantec Consulting**

F. NEW BUSINESS

- c. T00043, construction management for the roadway and bridge reconstruction project from MP A31.00 to MP A44.00:**
 - **Hill International, Inc.-AWARDED**
 - **GAI Consultants, Inc.**