

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

NOVEMBER 15, 2011

10:00 A.M.

AGENDA

- A. Roll Call
Sunshine Announcement
Public Participation**
- B. Minutes-November 1, 2011**
- 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. Authorize the Commission to purchase Umbrella/Excess Coverage for Workers' Compensation, General Liability and Auto Liability to protect the Commission against large losses for which no coverage currently exists. The Commission's insurance broker, Joyce, Jackman and Bell, would place coverage as appropriate.**

- 2. Approve the preparation and execution of the Agreements for the items listed in memos "a" through "j":**
 - a. Reimbursement Agreement with Norfolk Southern Railroad for the Commission to reimburse the railroad the costs associated with the engineering and protective services necessary for the replacement of Bridge EB-103 at MP 228.54; for a not-to-exceed amount of \$250,000.00;**

 - b. Supplemental Agreement with Dominion Peoples Gas Co. to relocate various underground facilities necessary for the total reconstruction project from MP 31.00 to MP 40.00; for an increase of \$62,152.81; increasing the not-to-exceed amount to \$199,652.81;**

 - c. Reimbursement Agreement with ATT for the Commission to reimburse ATT the costs associated with the engineering and protective services necessary for construction of the access ramp at MP 250.3 WB; for a not-to-exceed amount of \$30,712.50;**

 - d. Reimbursement Agreement with PECO Energy for the Commission to reimburse PECO the costs associated with the gas line relocation necessary for the replacement of Bridge DB-229 at MP 352.36; for a not-to-exceed amount of \$59,070.00;**

 - e. Reimbursement Agreement with AQUA PA for AQUA to reimburse the Commission the costs associated with the design, construction in installation of a new waterline crossing necessary for the replacement of Bridge DB-229 at MP 352.36; for an estimated cost of \$458,910.00;**

 - f. Agreement with Gilmore & Associates, Inc. to survey approximately 10-acres of property that was rezoned and can be developed commercially; for a not-to-exceed amount of \$8,875.00;**

 - g. Reimbursement Agreement with PECO Energy for the Commission to reimburse PECO the costs associated with the aerial facility relocation necessary for the replacement of Bridge DB-229 at MP 352.36; for a not-to-exceed amount of \$1,875,000.00;**

 - h. Lease Agreement with Allentown SMSA Limited Partnership d/b/a Verizon Wireless to permit them to lease space in the Lehigh Tunnel Tubes; Verizon will**

F. NEW BUSINESS

- pay the Commission the initial lease rate of \$16,200.00 for the first year, with 3% increases every year after that with an initial lease term of five (5) years, with the right to extend the lease on a year-to-year basis;
- i. Reimbursement Agreement with PECO for PECO to reimburse the Commission the costs associated with the installation of new conduit necessary for the I-95/I-276 Interchange project;**
 - j. Agreement with Chesapeake Appalachia, LLC to lease approximately 190 acres of Right-of-Way on the Mon/Fayette Expressway for the purpose of exploring, developing, and producing oil and gas from the Marcellus Shale formation.**
- 3. Approve the Right-of-Way Requests for the items listed in memos “a” through “c”:**
- a. Acquisition of Right-of-Way #14070-RB, a partial take parcel, necessary for the total reconstruction project from MP 40.00 to MP 48.00; by authorizing a transfer of the property from the township to the Commission and after construction, the Commission will transfer to the Township the landlocked remnants of the property formerly of Red Raven, Inc.; authorize the appropriate Commission officials to execute Settlement Agreement and General Release; and authorize the transfer of the former Red Raven property to the Township by authorizing the execution of a deed as prepared by the Legal Department;**
 - b. Acquisition of Right-of-Way #14212-A, a partial take parcel, necessary for the total reconstruction project from MP 40.00 to MP 48.00; by authorizing payment in the amount of \$90,000.00 to The Township of Indiana, representing fair market value; authorize the appropriate Commission officials to execute the agreement of sale; authorize the payment of additional statutory damages as calculated by the Legal Department and approved by the Chief Executive Officer; and payment of the fair market value to the property owner is contingent upon the delivery of a deed prepared by the Legal Department;**
 - c. Settlement of Right-of-Way #6059-E, a total take parcel, necessary for the roadway and bridge reconstruction project from MP 319.00 to MP 326.00; by authorizing settlement payment in the amount of \$475,000.00 to Buckley, Brion, McGuire, Morris & Sommer, LLP.**
- 4. Approve advertising for the items listed in memos “a” through “c”:**
- a. Pavement Management System;**
 - b. Contract #S-006.00X002-3-03 for structural demolition and/or removal for the Southern Beltway project between US 22 and I-79;**

F. NEW BUSINESS

- b. Change Order #1 for Contract #T-292.00R001-3-02 with Reading Site Contractors for bituminous overlay between MP 292.00 and MP 299.30, for a 202-day time extension.**

- 9. Approve the selection recommendations from the Professional Services Procurement Committee (PSPC) and authorize the negotiation and execution of an agreement with the first firm listed in memos “a” and “c” and the first two (2) firms listed in memo “b”:**

 - a. Open-end Mechanical, Electrical and Plumbing services systemwide; at a not-to-exceed amount of \$750,000.00:
Burns Engineering, Inc.
Johnson, Mirmiran & Thompson, Inc.
Greenman-Pedersen, Inc.**

 - b. Two (2) open-end traffic engineering services systemwide; at a not-to-exceed amount of \$900,000.00 each;
URS Corporation
HDR Engineering, Inc.
Jacobs Engineering Group, Inc.**

 - c. Operations and maintenance support of the toll collection hardware for the Findlay Connector/Southern Beltway; at a not-to-exceed amount of \$1,000,000.00;
ACS State and Local Solutions, Inc.**