

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

DECEMBER 3, 2013

10:00 A.M.

A G E N D A

- A. Roll Call
Sunshine Announcement
Public Participation**

- B. Minutes-November 19, 2013**

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

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

1. **Approve the Settlement Agreements, Releases and authorize payment for the cases listed in memos "a" and "b":**
 - a. **Estate of Pierre Louverture v. Pennsylvania Turnpike Commission;**
 - b. **Elizabeth R. Simiriglio, Administratrix of the Estate of Marlena DeMilio v. Pennsylvania Turnpike Commission.**

2. **Approve the negotiation and execution of the Agreements and a Supplement for the items listed in memos "a" through "e":**
 - a. **Agreement with Penn State Facility Engineering Institute to continue an energy billing assessment evaluation and building condition assessment program; at a not-to-exceed cost of \$1,690,657.00 over 4-years;**
 - b. **Reimbursement Agreement with Texas Eastern Transmission for engineering and facility modifications for the total reconstruction project from MP A20.00 to MP A30.00 (MP A29.98); at a not-to-exceed amount of \$486,250.00;**
 - c. **Reimbursement Agreement with PECO Energy Co. for the engineering and facility relocation work for the total reconstruction project from MP A20.00 to MP A30.00 (Bridge NB-142); at a not-to-exceed amount of \$321,256.25;**
 - d. **Supplemental Reimbursement Agreement with PECO Energy Co. for the engineering and facility relocation work for the total reconstruction project from MP A20.00 to MP A30.00 (Bridge NB-141 at MP A29.66), for an additional \$157,891.25 for wage and material cost since the original approval (May 2009), and overhead costs omitted in the previous estimate;**
 - e. **Modify previously approved agenda item (November 5, 2013; item F-2h) with The Gordian Group to extend their agreement to May 31, 2014 for the operation of the Job Order Contracting (JOC) program, to provide services only for job orders issued in 2013 that are not completed prior to The Gordian Group's current contract completion date of December 11, 2013.**

3. **Approve the Right-of-Way Requests for the items listed in memos "a" through "i":**
 - a. **Acquisition of Right-of-Way #6070-G (*Greater Valley Stream Village Homeowners Association, Inc.*), a partial take parcel necessary for the total reconstruction project from MP 320.00 to MP 326.00, by authorizing payment of fair market value in the amount of \$87,500.00 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**

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- approved by the Chief Counsel; and payment of damages to the property owner is contingent upon its delivery of a deed prepared by the Legal Department;
- b. Acquisition of Right-of-Way #6071-F (*Ning Sun*), a partial take parcel necessary for the total reconstruction project from MP 320.00 to MP 326.00, by authorizing payment of fair market value and pro-rated taxes in the amount of \$150,635.96 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 owner is contingent upon her delivery of a deed prepared by the Legal Department;
 - c. Acquisition of Right-of-Way #6072-74-B-1 (*Tredyffrin Township Municipal Authority*), a partial take parcel necessary for the total reconstruction project from MP 320.00 to MP 326.00, by authorizing payment of fair market value in the amount of \$5,100.00 to Tredyffrin Township Municipal Authority; 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 owner is contingent upon its delivery of a deed prepared by the Legal Department;
 - d. Settlement of Right-of-Way #7138-B-01 (*Steen Advertising*), a total take parcel necessary for construction of the I-95 Interchange project, by authorizing settlement of \$247,088.80 to Steen Advertising; and payment of the settlement amount to the property owner is contingent upon its execution of a full and final release and settlement agreement as prepared by the Legal Department;
 - e. Acquisition of Right-of-Way #14220-A1 (*Richard C. and Michael P. Dietz*), a partial take parcel necessary for the total reconstruction from MP 40.00 to MP 48.00, by authorizing payment of fair market value in the amount of \$101,000.00 to Richard C. Dietz and Michael P. Dietz; 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 a deed prepared by the Legal Department;
 - f. Acquisition of Right-of-Way #3185-7 (*James P. Howell*), a partial take parcel necessary for the total reconstruction project from MP 220.00 to MP 227.00, by authorizing payment of fair market value and pro-rated taxes in the amount of \$18,014.75 to James P. Howell; 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 owner is contingent upon his delivery of a deed prepared by the Legal Department;

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- g. **Adopt the Proposed Property Acquisition Resolution for Right-of-Way #14217-L (*Variety, The Children’s Charity of Pittsburgh*), a partial take parcel necessary for the total reconstruction project from MP 40.00 to MP 48.00, by authorizing payment of estimated just compensation in the amount of \$10,500.00 to a law firm to be appointed 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;**
 - h. **Settlement of Right-of-Way #3375-RD (*Mary M. Rider*), a partial take parcel necessary for the total reconstruction project from MP 242.00 to MP 245.00, by authorizing settlement of \$53,155.70 to PA Real Estate Settlement Services, LLC, 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 owner is contingent upon her delivery of a deed as prepared by the Legal Department;**
 - i. **Acquisition of Right-of-Way #7135-C1 (*Edward L. and Susan M. Wimmersberger, Joanne Wimmersberger and Susan W. Mellodge*), a partial take parcel necessary for construction of the I-95 Interchange project, by authorizing payment of Section 710 statutory damages for reimbursement of engineering fees in the amount of \$4,000.00 to “Wimmersbergers”.**
4. **Approve advertising for an engineering firm to perform ITS construction consultation, inspection and design services systemwide.**
5. **Approve the Award of Bids, a Change Order and the Issuance of Purchase Orders for the items listed in memos “a” and “b”:**

- a. **Change Order to our agreements for trash and refuse (January 1, 2013 – December 31, 2014):**

<u>Vendor</u>	<u>Change Order Amount</u>	
Waste Management	\$ 95,000.00	Districts 1 & 6
Weaver’s Sanitation Service Inc.	44,000.00	District 2
Republic Services of PA LLC	45,000.00	District 3
Waste Management	66,000.00	District 4
Waste Management	<u>34,000.00</u>	District 5
TOTAL CHANGE ORDER:	\$284,000.00	

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- b. Diesel motor fuel and heating/emergency generator fuel, utilizing our option to renew the agreements (January 1, 2014 – December 31, 2014):

<u>Vendor</u>	<u>Renewal Amount</u>
Mansfield Oil Co.	\$1,000,000.00
Petroleum Traders	700,000.00
Glassmere Fuel SV	200,000.00
Bedford Valley Petroleum	<u>400,000.00</u>
TOTAL RENEWAL VALUE:	\$1,106,000.00

- 6. Approve the Award of Contracts for the items listed in memos “a” and “b”:
 - a. Contract #T-275.00R001-3-02 for bituminous overlay between MP 275.00 and MP 282.04, to the lowest responsive and responsible bidder, Hempt Bros., Inc.; at a not-to-exceed amount of \$12,217,610.98 and a contingency of \$550,000.00;
 - b. Contract #T-148.00R001-3-02 for bituminous resurfacing between MP 149.36 and MP 161.02, to the lowest responsive and responsible bidder, Grannas Bros. Stone and Asphalt Co., Inc.; at a not-to-exceed amount of \$10,755,410.71 and a contingency of \$500,000.00.

- 7. Approve the negotiation and execution of the Supplemental Agreements for the items listed in memos “a” through “c”:
 - a. Supplemental Agreement #1 with Pennoni Associates, Inc. for preliminary and final design services for the I-95 Interchange project, Section E, for an additional \$1,500,000.00 to complete final design and for consultation during construction services; for a total not-to-exceed amount of \$6,500,000.00;
 - b. Supplemental Agreement #1 with Advantage Engineers, Inc. for open-end material inspection and testing services in the East, for an additional \$355,000.00 to continue inspection services on existing and new projects through the end of the contract (July 2014); for a total not-to-exceed amount of \$1,305,000.00;
 - c. Supplemental Agreement #4 with CECO Associates, Inc. for open-end design services in Districts 4 and 5, for an additional \$300,000.00 for work not-anticipated in addressing comments from outside agencies during the final design of the Route 903 All Electronic Interchange; for a total not-to-exceed amount of \$3,210,000.00.

- 8. Approve Change Order #2 for Contract #T-306.00R001-3-02 with Allan A. Myers for pavement patching and micro surfacing between MP 306.40 and MP 319.32, for an additional \$3,019,391.24 for changes to the epoxy pavement marking paint, pavement ride testing, micro milling and an award incentive to compensate the contractor for completing all work before 10/25/13 as specified in the Special Provisions.