

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

JANUARY 21, 2014

10:00 A.M.

AGENDA

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

- B. Minutes-January 7, 2014**

- 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. Approve adding Gaiser Appraisal Services to the quailed pool for real estate appraisal services.**

- 2. Approve the negotiation and execution of the Agreements and a Lease for the items listed in memos "a" through "h":**
 - a. Reimbursement Agreement with Middlesex Township Municipal Authority to reimburse the Township the costs to perform the required facility relocation work necessary for the total reconstruction project from MP 220.00 to MP 227.00 (MP 226.7092, Station 710+25); for a not-to-exceed amount of \$87,750.00;**

 - b. Reimbursement Agreement with PECO Energy Co. to reimburse PECO the costs to perform the required facility relocation work necessary for the I-95/I-276 Interchange project; at a not-to-exceed amount of \$2,290,559.00;**

 - c. Lease Agreement and Settlement for back rent with Adams Outdoor Advertising for a billboard located on Commission owned surplus parcel in Lehigh County;**
 - Lease Agreement at \$4,000.00 per year for 5-years, with the option to extend the lease an additional 5-years, which will include a 3% per year increase during the second 5-year term;**
 - Settlement of \$32,000.00 in back rent owed to the Commission for past use of Commission property;**

 - d. Agreement with Kuhn's Quality Foods Markets to distribute E-ZPass Go Paks in their grocery stores;**

 - e. Reimbursement Agreement with Lower Bucks County Joint Municipal Authority for the Municipal Authority to reimburse the Commission the costs for relocating a water line necessary for the I-95/I-276 Interchange project (Bridge DB-243; MP 356.08); estimate cost to relocate the water line is \$25,000.00;**

 - f. Reimbursement Agreement with Lower Bucks County Joint Municipal Authority for the Municipal Authority to reimburse the Commission the costs for relocating a water line necessary for the I-95/I-276 Interchange project (Bridge DB-244; MP 356.16); estimate cost to relocate the water line is \$163,000.00;**

 - g. Reimbursement Agreement with Falls Township for the Township to reimburse the Commission the costs for capping a Township owned sewer manhole as part of the I-95/I-276 Interchange project; estimate cost to cap the manhole is \$15,000.00;**

 - h. Reimbursement Agreement with PECO Energy Co. to reimburse PECO the costs for the installation and service of a new natural gas line at MP 352.70 as part of the I-95/I-276 Interchange project; at a not-to-exceed amount of \$52,011.00.**

F. NEW BUSINESS

3. Approve the Right-of-Way Requests for the items listed in memos "a" through "j":

- a. Acquisition of Parcel 32 (*Lori S. and David D. Miller*), a total take parcel necessary for the total reconstruction project from MP A31.00 to MP A38.00, by authorizing payment of \$352,863.57 to *Diversified Settlement Services, Inc.*, escrow agent, representing fair market value, pro-rated taxes, recording fees and mortgage satisfaction; 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;
- b. Acquisition of Right-of-Way #7144-C (*County of Bucks*), a partial take parcel necessary for the I-95/I-276 Interchange, Section D, project, by authorizing payment of \$15,100.00 to the County of Bucks, 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 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;
- c. Acquisition of Right-of-Way #7151-A (*County of Bucks*), a partial take parcel necessary for the I-95/I-276 Interchange, Section D, project, by authorizing payment of \$500.00 to the County of Bucks, 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 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. Acquisition of Right-of-Way #3366-A (*Hempt Bros., Inc.*), a partial take parcel necessary for the total reconstruction from MP 242.00 to MP 245.00, by authorizing payment of \$128,367.00 to *Hempt Bros., Inc.*, representing fair market value and pro-rated taxes; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as may be required for closing, including the required conservation easement; 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 the delivery of a conservation easement as drafted by the Legal Department;
- e. Acquisition of Right-of-Way #3366-B (*Hempt Bros., Inc.*), a partial take parcel necessary for the total reconstruction from MP 242.00 to MP 245.00, by authorizing payment of \$197,167.00 to *Hempt Bros., Inc.*, representing fair market value and pro-rated taxes; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as may be required for closing, including the required conservation easement; 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

F. NEW BUSINESS

- market value to the property owner is contingent upon the delivery of a conservation easement as drafted by the Legal Department;
- f. **Adopt the Proposed Property Acquisition Resolution for Right-of-Way #7152-C (*Joseph and Mary Ponczek*), a partial take parcel necessary for the I-95/I-276 Interchange project; authorize payment of estimated just compensation in the amount of \$500.00 to *Stevens & Lee, PC, escrow agent*; and authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel;**
 - g. **Execute the required Declarations of Restrictive Covenants, for portions of Right-of-Way #14205-A (*Peluso*) and Right-of-Way #14070-D (*Red Raven*) previously acquired for the total reconstruction project from MP 40.00 to MP 48.00, to construct wetland and stream mitigation sites; and authorize the preparation of the documents by the Legal Department;**
 - h. **Execute the deed, for the previously acquired Right-of-Way #7085-A (*Keystone Turf Club, Inc. and Bensalem Racing Assoc., Inc.*) for the I-95/I-276 Interchange project, to transfer the portion of the former *Tarlini property* (upon which the Turf Club's private sewer line is located) to the Turf Club; and authorize the preparation of the documents by the Legal Department;**
 - i. **Acquisition of Right-of-Way #1031-R23 (*Turnpike Creamery Partners, LLC*), a total take parcel necessary for the replacement of the SR 601 bridge at MP 110.12, by authorizing payment of \$835,094.00 to *David J. Puzak, Esquire, escrow agent*, representing fair market value, recording fees and mortgage satisfaction; authorize the appropriate Commission officials to execute the agreement of sale; authorize 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;**
 - j. **Grant of a drainage easement to *TB-BDN Plymouth Apartments, L.P (Plymouth)*. adjacent to the Mid-County Interchange, Ramp H, as required by Plymouth's environmental permitting and land development plan; and authorize the appropriate Commission officials to execute the drainage easement as drafted by the Legal Department.**
4. **Approve advertising for the items listed in memos "a" and "b":**
- a. **Medical Benefit plan (non-Medicare eligible employees/retirees) for western Pennsylvania area;**
 - b. **Creation of a pool of qualified Real Estate Agents/Brokers to assist with the purchase, sale or lease of Commission owned residential, commercial or industrial property.**

F. NEW BUSINESS

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

- a. IT Product Specialist 5 (February 10, 2014 – June 30, 2014), utilizing the Commonwealth’s contract with Computer Aid, Inc.; at a total award of \$203,000.00;
- b. Traffic line paint with Ennis Paint, Inc., exercising our option to renew the contract through November 30, 2015 (Commonwealth contract); for an additional \$1,000,000.00; increasing the purchase order to \$3,625,000.00;

c. Glass beads, exercising our option to renew the contract through November 30, 2014 (Commonwealth contract):

Greenstar Allentown	\$200,000.00	PO #4600014262
Potter’s Industries, Inc.	<u>100,000.00</u>	PO #4600015067
ADDITIONAL FUNDS	\$300,000.00	
Previously approved funds	<u>674,530.00</u>	
TOTAL PURCHASE ORDERS	\$974,530.00	

d. Change Order to our contract for sodium chloride with American Rock Salt, Co., to cover additional needs for the 2014 winter season; for an additional \$975,000.00; increasing the purchase order to \$5,125,000.00.

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

- a. Contract #EN-00138-03-02 for roadway and miscellaneous repairs between MP 75.39 and MP 179.44, to the lowest responsive and responsible bidder, New Enterprise Stone & Lime Co., Inc.; at a not-to-exceed amount of \$2,000,000.00;
- b. Contract #EN-00138-03-03 for roadway and miscellaneous repairs between MP 241.87 and MP 298.33, to the lowest responsive and responsible bidder, Road-Con, Inc.; at a not-to-exceed amount of \$1,500,000.00;
- c. Contract #EN-00138-03-04 for roadway and miscellaneous repairs between MP A20.00 and MP A130.30, to the lowest responsive and responsible bidder, Road-Con, Inc.; at a not-to-exceed amount of \$3,000,000.00.

7. Approve the Change Orders/Final Payment for the items listed in memos “a” and “b”:

- a. Change Order #3 and Final Payment for Contract #EN-00116-03-02 with J.P.S. Construction Co., Inc., for bridge repairs between MP 0.00 and MP 109.91, Toll I-376, Turnpike 576 and Turnpike 66, for a decrease of \$145,870.11 to balance items to actual work completed; for a final contract value of \$654,129.89 and final amount due to the contractor of \$32,706.49;

