AGENDA

A. Roll Call
   Sunshine Announcement
   Public Participation

B. Minutes-January 8, 2013

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 Reimbursement payment to the E-ZPass Interagency Group (IAG) for expenses incurred in supporting the backup Virtual Private Network (VPN) and Managed Frame Relay Service connections, from July through December 2012, in the amount of $5,226.93.

2. Approve the negotiation and execution of the Agreements, a Supplemental Agreement and Amendments for the items listed in memos “a” through “g”:

   a. Agreement with GAI Consultants, Inc. for design review services on PennDOT’s behalf on Commission projects in PennDOT District 11-0; at a not-to-exceed amount of $250,000.00;

   b. Settlement Agreement and Release in the case of John M. and Christine J. Wallace v. Pennsylvania Turnpike Commission; and authorize payment in the settlement amount;

   c. Supplemental Agreement with Somerset Borough for the engineering and facility work for the relocation of their water and sewer lines necessary for the Somerset Interchange approach roadway reconstruction project; for an additional $11,753.54 to design and lower an additional 40’ section of 10” water line;

   d. Agreement with Telvent USA, LLC to supply integration upgrades to the existing ITS ATMS (Advanced Transportation Management System); at a not-to-exceed amount of $284,006.00;

   e. Amendment to our agreement with Phoenix Capital Advisors for swap advisory services, to exercise our option to renew the agreement for an additional six months (until August 31, 2013);

   f. Amendment to our agreement with Avalon Insurance for stop loss coverage, to exercise our option to renew the agreement through December 31, 2013;

   g. Mutual Release settling all back rent and interest due on Commission property rented by Robert V. Gothier, Jr., d/b/a Trebor Mobile Home Park, and approve settlement payment of $15,346.66 in back rent and interest owed.

3. Approve the Right-of-Way Requests for the items listed in memos “a” through “e”:

   a. Acquisition of Right-of-Way #17656, a partial take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of $75,853.66 to Fayette Professional Services, Escrow Agent; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as 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 the delivery of a deed as prepared by the Legal Department;

   b. Acquisition of Right-of-Way #17735, a partial take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of $76,125.83 to Fayette Professional Services, Escrow
F. NEW BUSINESS

Agent; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as 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 the delivery of a deed as prepared by the Legal Department;

c. Acquisition of Right-of-Way #17923, a total take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of $61,208.87 to Nathan Zarichnak & Associates, Escrow Agent; also authorize payment of Section 710 fees of $1,850.00 to Dale V. & Deborah A. Wauthier; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as 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 the delivery of a deed as prepared by the Legal Department;

d. Acquisition of Right-of-Way #17408, a total take parcel necessary for construction of the Southern Beltway, by authorizing payment of fair market value, pro-rated taxes and recording fees in the amount of $60,275.40 to Karen Coon & Company, Escrow Agent; also authorize payment of relocation damages for housing supplement of $18,000.00 to William C. Yerkey, Jr.; authorize the appropriate Commission officials to execute the agreement of sale, and other documents as 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 the delivery of a deed as prepared by the Legal Department;

e. Adopt the Proposed Property Acquisition Resolution for a partial take parcel of property owned by the Township of Bristol which is necessary for the I-95 Interchange Project; authorize payment of estimated just compensation in the amount of $40,700.00 to outside counsel to be assigned at a later date; authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and authorize the execution of all necessary documents.

4. Approve advertising for the items listed in memos “a” through “c”:

   a. Dynamic message signs systemwide (DMS);

   b. Two (2) engineering firms to provide traffic engineering services systemwide;

   c. Firm to assist with our Accounts Receivable collection processes.

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

   a. VOIP (Voice Over Internet Protocol) phone system upgrade and disaster recovery equipment and service, utilizing the Commonwealth’s contract with ePlus; at a total award of $494,134.42;
F. NEW BUSINESS

b. Infrastructure cabling from Valley Forge Interchange to ERO; to the lowest responsive and responsible bidder, Henkels & McCoy, Inc.; at a total award of $144,533.34;

c. Automatic External Defibrillator (AED) lease, training and service, exercising our option to renew the agreement for an additional two years (February 2013-February 2015) with Cardiac Science Corporation; at an additional cost of $55,505.00;

d. Janitorial supplies; exercising our option to renew the agreements for an additional year (January 1, 2013-December 31, 2013):

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Xpedex</td>
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<td>PIBH</td>
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<tr>
<td>All American Poly</td>
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<tr>
<td><strong>ADDITIONAL COST</strong></td>
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e. Toll ticket paper rolls (double-sided thermal), exercising our option to renew the agreement for an additional year (February 1, 2013-January 31, 2014) with MAX International; at an additional cost of $480,000.00;

f. Facility control system preventative maintenance and repair, to Siemens Industry, Inc.; at a total award of $487,830.00.

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

a. Contract #T-306.00R001-3-02 for pavement patching and micro surfacing between MP 306.40 and MP 319.32; to the lowest responsive and responsible bidder, Allan A. Myers, LP; at a not-to-exceed amount of $8,237,690.20 and a contingency of $350,000.00; the project includes an incentive of $2,900,000.00 if all work is completed by the end of 2013;

b. Contract #EN-00118-03-02 for roadway and miscellaneous repairs between MP 75.39 and MP 179.44, to the lowest responsive and responsible bidder, New Enterprise Stone and Lime Co., Inc.; at a not-to-exceed amount of $2,000,000.00;

c. Contract #EN-00118-03-03 for roadway and miscellaneous repairs between MP 241.87 and MP 298.33, to the lowest responsive and responsible bidder, Hempt Bros., Inc.; at a not-to-exceed amount of $2,000,000.00;

d. Contract #EN-00118-03-04 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;

e. Contract #EN-00118-03-05 for roadway and miscellaneous repairs between MP 0.00 and MP 75.39, Toll I-376, Turnpike 66 and Turnpike 43, to the lowest responsive and responsible bidder, Lindy Paving, Inc.; at a not-to-exceed amount of $2,000,000.00;

f. Contract #EN-00118-03-06 for roadway and miscellaneous repairs between MP 179.44 and MP 241.87, to the lowest responsive and responsible bidder, New Enterprise Stone and Lime Co., Inc.; at a not-to-exceed amount of $2,000,000.00;
F. NEW BUSINESS

g. Contract #EN-00118-03-07 for roadway and miscellaneous repairs between MP 298.33 and MP 358.11, to the lowest responsive and responsible bidder, Road-Con, Inc.; at a not-to-exceed amount of $3,000,000.00;

h. Contract #A-087.00P001-3-03 for construction of an All Electronic Interchange at MP A87.07, to the lowest responsive and responsible bidder, New Enterprise Stone & Lime Co., Inc.; at a not-to-exceed amount of $22,451,901.96 and a contingency of $1,000,000.00.

7. Approve the Supplemental Agreements for the items listed in memos “a” and “b”:

   a. Supplemental Agreement #1 with HDR Engineering, Inc. for design review services on Turnpike projects within PennDOT’s District 11-0, for an additional $30,000.00 necessary to complete the design reviews of the remaining projects on the District’s behalf since PennDOT’s District 11-0 does not have the resources to perform the design reviews in time to meet the Commission’s schedule;

   b. Supplemental Agreement #1 with Michael Baker, Jr., Inc. for general consultant engineering services, for an additional $690,000.00 necessary to provide continued service for various aspects of our operations and management of our Capital Plan.

8. Approve the Change Orders, Change Orders/Final Payments and Final Payments for the items listed in memos “a” through “i”:

   a. Change Order #5 for Contract #T-319.30P001-3-02 with Allan A. Myers, LP for construction of the SR 29 Interchange project, for a 25-day time extension for additional verification testing due to the addition of “weigh in motion” scaling;

   b. Change Order #3 and Final Payment for Contract #A-094.59R001-3-02 with Pikes Creek Site Contractors for Pocono Interchange Ramp D widening at MP A94.59, for an additional $18,167.13 necessary for normal quantity adjustments to balance items to actual work completed; for a final contract value of $1,314,723.07 and final amount due to the contractor of $86,723.14;

   c. Change Order #8 and Final Payment for Contract #A-078.00R001-3-02 with Pikes Creek Site Contractors for bituminous resurfacing and median barrier between MP A77.99 and MP A88.52, for a decrease of $1,090,989.07 necessary for normal quantity adjustments to balance items to actual work completed, additional changes for erosion and sedimentation control, drainage, slab stabilization, bridge repairs and deck patching; for a final contract value of $12,917,212.58 and final amount due to the contractor of $317,254.61;

   d. Change Order #2 and Final Payment for Contract #T-102.00R001-3-02 with New Enterprise Stone and Lime, Inc., for a decrease of $349,539.26 necessary for normal quantity adjustments to balance items to actual work completed, additional costs necessary for mobilization, milling, MPT and emergency patrolling; for a final contract value of $5,644,264.74 and final amount due to the contractor of $194,487.44;
F. NEW BUSINESS

e. Final Payment for Contract #T-247.38F005-3-05 with Shannon A. Smith, Inc. for HVAC work at the traffic operations center at the TIP building; for a final contract value of $335,830.72 and final amount due to the contractor of $16,791.54;

f. Change Order #3 and Final Payment for Contract #T-319.00T001-3-03 with G.A. & F.C. Wagman, Inc. for the replacement of Bridge EB-735 at MP 322.51, for a decrease of $25,636.32 necessary for normal quantity adjustments to balance items to actual work completed; for a final contract value of $3,955,157.18 and final amount due to the contractor of $41,426.32;

g. Change Order #1 and Final Payment for Contract #T-161.43S001-3-02 with Gregori Construction & Engineering, Inc. for the rehabilitation of Bridge B-543A at MP 161.43, for an additional $1,804.75 necessary for normal quantity adjustments to balance items to actual work completed and painting to repaired parts of the beams to match existing paint; for a final contract value of $674,080.75 and final amount due to the contractor of $51,722.53;

h. Change Order #1 and Final Payment for Contract #T-135.30S001-3-02 with Mosites Construction Company for the painting of Bridge B-491 at MP 135.30, for an additional $45,746.00 necessary for normal quantity adjustments to balance items to actual work completed; for a final contract value of $441,918.00 and final amount due to the contractor of $79,104.45;

i. Change Order #1 for Contract #T-149.50T002-3-03 with New Enterprise Stone and Lime Co., Inc. for the replacement of Bridge B-552 at MP 153.06, for a decrease of $1,533,372.80 for an estimated Value Engineering Change that eliminates the replace of Bridge B-552 with the construction of an access gate at MP 154.00 WB; and authorize the negotiation and execution of a Memorandum of Understanding between NESL and the Commission regarding same.

9. Approve the award of services and authorize the negotiation and execution of an agreement with the selected firm for the items listed in memos “a” and “b”:

a. RFP #3554. Legal matter management/eBilling software system:
   • LT Online Corporation-AWARDED
   • Legal Files Software, Inc.

b. Ref #4-089. Engineering or construction management firm for construction management services for the roadway and bridge widening and reconstruction project from MP 312.00 to MP 326.00:
   • Hill International, Inc.-AWARDED
   • Urban Engineers, Inc.
   • JBC Associates, Inc.

10. Approve rescinding Policy Letter 2.16, Chief Executive Officer Leave.