

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

OCTOBER 19, 2021

11:00 A.M.

AGENDA

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

- B. Minutes-October 5, 2021**

- C. Communication**
 - Memo received from the Chief Counsel**
 - Memo received from the Asst. CFO-Financial Administration**

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

1. **Adopt revisions to Policy Letter 2.23, Fair Employment Practices, to include sexual orientation and gender identity, religious beliefs, and procedural and staff changes.**

2. **Approve the negotiation and execution of the Amendments for the items listed in memos “a” and “b”:**
 - a. **Amendment to our Agility Agreement with the Pennsylvania Department of Transportation (PennDOT) to share best practice ideas, resources and work jointly through the agility work plan process; exercising the option to renew the agreement for an additional year (through December 2022);**

 - b. **Amendment to our E-ZPass Technology Agreement with Kapsch Traffic Com IVHS for on-board units (OBUs); exercising the option to renew the agreement for an additional year (through November 21, 2022).**

3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “d”:**
 - a. **Acquisition of Right-of-Way #8334-A (Douglas F. and Connie L. Rabold), a partial take parcel necessary for the bridge replacement at MP A59.22, by authorizing payment of \$800.00 representing fair market value to Douglas F. and Connie L. Rabold; 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 to the property owners is contingent upon the delivery of the Temporary Construction Easement as prepared by the Legal Department;**

 - b. **Acquisition of Right-of-Way #14S347-A (Westwood & Associates, LLC), a partial take parcel necessary for construction of the Mon-Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$1,007.50 representing fair market value and pro-rated taxes to Westwood & Associates, LLC; 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 the delivery of a deed as prepared by the Legal Department;**

 - c. **Acquisition of Right-of-Way #14S672-A (Borough of West Mifflin), a partial take parcel necessary for the Mon-Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$3,900.00 representing fair market to the Borough of West Mifflin; 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 the delivery of a deed as prepared by the Legal Department;**

F. NEW BUSINESS

- d. Acquisition of Right-of-Way #14S341 (Seth J. and Vandy M. Lucko), a partial take parcel necessary for the Mon-Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$5,657.00 representing fair market value and pro-rated taxes to Seth J. and Vandy M. Lucko; 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 the delivery of a deed as prepared by the Legal Department.
4. Approve Change Order #28 for Contract #S-006.00X002-3-09 for construction of the Southern Beltway MP S14.24 and MP S16.06 with The Beaver Excavating Company, for an increase of \$2,460,931.22 to balance the contract items to the actual work completed and changes for the PA Department of Environmental Protection to issue a Notice of Termination for projects 55A1, 55B and 55C1-1; for a revised not-to-exceed amount of \$97,375,246.90.
 5. Approve the Award of Bids and Issuance of Purchase Orders for the items listed in memos “a” through “f”:
 - a. Twelve (12) truck-mounted debris removers (LaneBlade roadway cleaning device), utilizing the Commonwealth’s contract with J-Tech/Betts Platinum Group, LLC; at a cost of \$438,966.00;
 - b. Radio intercom controller/wall mounted stations, to the lowest responsive and responsible bidder, Schaedler Yesco Distribution, Inc.; at a total award of \$260,678.41;
 - c. Gasoline contracts (November 2021 – October 2022), to the lowest responsive and responsible bidders; and approval for staff movement of funds between contracts as needed during the contract term:

Gladieux Trading & Marketing, LP	\$ 821,000.00	Gibsonia, Jefferson Hills, Harrison City, Donegal, Searights, Trevoise, Quakertown, Pocono, Wyoming Valley
Petroleum Traders Corporation	\$ 768,000.00	Homewood, S. Beltway, Kegg, Burnt Cabins, New Cumberland, Mt Gretna, Bowmansville, Slatington
PAPCO	\$ 136,000.00	Newville
Glassmere Fuel Service	\$ 258,000.00	Greensburg, Everett
Mansfield Oil Company of Gainsville	\$ 82,000.00	Devault
Contingency	<u>\$ 517,000.00</u>	
TOTAL AWARD & CONTINGENCY	\$2,582,000.00	
 - d. Enterprise Data Management tools (to govern, store, secure, integrate, use and share data internally and externally), utilizing the Commonwealth’s contract with Carahsoft Technology Corp.; at a cost of \$807,716.90;

F. NEW BUSINESS

- e. **Data Capable annual subscription; exercising the option to renew the agreement with Data Capable, Inc. (November 27, 2021 – November 26, 2022); at a cost of \$97,717.24;**
- f. **Cleaners & Protectors (December 1, 2021 - November 30, 2022), to the lowest responsive and responsible bidder; and approval for staff movement of funds between contracts as needed during the contract term:**

Rhomar Industries, Inc.	\$100,000.00
Enzo's Cleaning Solutions LLC	\$ 10,000.00
Contingency	<u>\$ 25,000.00</u>
TOTAL AWARD & CONTINGENCY	\$135,000.00

- 6. **Approve the Award of Contracts for the items listed in memos "a" and "b":**
 - a. **Contract #T-038.35M001-3-02 for cut slope remediation between MP 38.34 and MP 38.55, to the lowest responsive and responsible bidder, Allison Park Contractors, Inc.; at a not-to-exceed amount of \$997,000.00 and a contingency of \$35,000.00;**
 - b. **Contract #A-088.59S001-3-02 for replacement of bridges between MP A87.67 and MP A89.72; to the lowest responsive and responsible bidder, Trumbull Corporation; at a not-to-exceed amount of \$87,853,113.20 and a contingency of \$3,500,000.00.**