

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

NOVEMBER 16, 2021

11:00 A.M.

AGENDA

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

- B. Minutes-November 2, 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. **Approve amending the pool of qualified underwriters to provide professional and other specialized services to include FNB WauBank Securities.**

2. **Approve the negotiation and execution of the Agreements and an Amendment for the items listed in memos “a” through “c”:**
 - a. **Settlement Agreement and Release with Barbara Carroll; and authorize payment of the workers’ compensation settled amount;**

 - b. **Amendment to our agreement with Bloomberg for hardware and software for financial investments and for managing the Commission’s investment portfolio, exercising the option to renew the agreement for an additional two-years (through January 29, 2024); at a cost of approximately \$98,500.00 for the two years;**

 - c. **Reimbursement Agreement with Texas Eastern/Enbridge to reimburse Texas Eastern/Enbridge the cost for the engineering and utility relocation work necessary for the replacement of Bridge EB-715 at MP 308.32; at a not-to-exceed amount of \$1,072,500.00.**

3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “f”:**
 - a. **Settlement of Right-of-Way #1023-B (William E. & Donna L. Baughman), a partial take parcel necessary for the total reconstruction and widening project, MP 99.00 to MP 109.00, (acquisition of property was previously approved by the Commission on July 19, 2011; item F-3o); by authorizing payment of \$15,000.00 representing settlement funds to William E. and Donna L. Baughman; also authorize payment of \$4,000.00 representing Section 710 fees to John A. Barkman, Esquire; authorize the appropriate Commission officials to execute the Settlement Agreement approved by the Legal Department and authorize payment of the settlement funds is contingent upon the receipt of an executed Settlement Agreement;**

 - b. **Acquisition of Right-of-Way #14S427 (Richard Von Renner), a partial take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$500.00 representing fair market value to Richard Von Renner; authorize the appropriate Commission officials to execute the Temporary Construction Easement and other documents required for closing; authorize payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of the settlement amount to the property owner is contingent upon the delivery of the Temporary Construction Easement as prepared by the Legal Department;**

 - c. **Acquisition of Right-of-Way #14S605A (West Mifflin Area School District), a partial take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$1,100.00 representing fair market value to West Mifflin Area School District; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents required for closing; authorize the payment of additional statutory damages**

F. NEW BUSINESS

calculated by the Right-of-Way Administrator and approved by the Chief Counsel; and payment of the settled amount to the property owner is contingent upon the delivery of a deed as prepared by the Legal Department;

- d. **Adopt the Proposed Property Acquisition Resolution for Right-of-Way #14S309 (R. Craig Hall), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$66,000.00 representing payment of Estimated Just Compensation to counsel named 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;**
 - e. **Acquisition of Right-of-Way #9602 (John Pisaturo), a total take parcel necessary for the Scranton Beltway project, by authorizing payment of \$158,675.35 representing fair market value, pro-rated taxes and recording fees to Diversified Settlement Services, Inc., 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 is contingent upon the delivery of a deed as prepared by the Legal Department;**
 - f. **Acquisition of Right-of-Way #15054-A (Golden Oil Company), a total take parcel necessary for the total reconstruction and widening project from MP 57.00 to MP 67.00 by authorizing payment of \$460,807.53 representing fair market value, pro-rated taxes and recording fees to Fee Simple Settlement, 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 the delivery of a deed as prepared by the Legal Department.**
4. **Approve advertising for the items listed in memos "a" through "e":**
- a. **Preliminary and final design services for a new interchange at MP 63.10;**
 - b. **Open-End material inspection and testing services from MP 200.00 to the Delaware River Bridge and on the Northeast Extension;**
 - c. **Open-End construction inspection services between MP 0.00 and MP 200.00, I-376, Turnpike 576, Turnpike 66 and Turnpike 43;**
 - d. **Open-End construction management and construction inspection services between MP 0.00 and MP 200.00, I-376, Turnpike 576, Turnpike 66 and Turnpike 43;**

F. NEW BUSINESS

- e. **Two (2) Open-End drilling contracts from MP 0.00 to MP 247.30 and MP 247.30 to the Delaware River Bridge and on the Northeast Extension.**
5. **Approve the Award of a Bid, Change Orders and the Issuance of Purchase Orders for the items listed in memos “a” through “j”:**
- a. **CISCO umbrella web filtering solution and services, exercising the option to renew the contract with ePlus Technology, Inc. (November 20, 2021 – November 20, 2024); at a cost of \$191,324.52;**
 - b. **Palo Alto firewall cluster and IoT subscription utilizing the Commonwealth’s contract with ePlus Technology, Inc., for additional hardware, support and licenses; at a cost of \$92,930.56;**
 - c. **Snow plow training simulator, to the lowest responsive and responsible bidder, Virage Simulation/Virage Simulation Inc.; at a total award of \$273,200.00;**
 - d. **Four (4) Chevrolet Colorado work trucks, utilizing the Commonwealth’s contract with Apple Chevrolet/Westgate Chevrolet, Inc.; at a cost of \$114,600.00;**
 - e. **Unleaded gasoline, for additional funding to cover gasoline deliveries that were completed between October 19, 2021 and October 29, 2021 (end of contract is October 31, 2021) due to market price fluctuations and increased gasoline usage; at a cost of \$65,000.00;**
 - f. **Three (3) Fotokites for incident management with Glick Fire Equipment Company, Inc.; at a cost of \$103,414.20;**
 - g. **OnBase document management platform annual software maintenance and support; exercising the option to renew the contract with KeyMark IMR, Inc. (February 2022 - January 2023); at a cost of \$101,863.82;**
 - h. **ServiceNow subscription; exercising the option to renew the contract with CDW Government, LLC through January 14, 2023; at a cost of \$496,256.99;**
 - i. **Dell PC Refresh II, utilizing the Commonwealth’s contract with CDW Government, LLC; at a cost of \$1,863,500.00;**
 - j. **Stop Loss insurance, exercising the option to renew the contract with Avalon Insurance Company (January 2022 – December 2022); at a cost of \$820,369.00.**

F. NEW BUSINESS

6. **Approve the Award of Contract #A-048.00T001-3-03 for the replacement of Bridge NB-314 at MP A49.67, to the lowest responsive and responsible bidder, Terra Structures, div. of H&K Group, Inc.; at a not-to-exceed amount of \$4,703,591.45 and a contingency of \$230,000.00.**

7. **Approve Change Orders and Final Payments for the items listed in memos “a” through “c”:**
 - a. **Change Order #7 and Final Payment for Contract #T-049.00T001-3-03 for the replacement of Bridge WB-452 at MP 52.36 with Mosites Construction Company, for a decrease of \$46,455.26 for normal quantity adjustments, and changes for right-of-way fence, vehicular gate and pavement marking removal; for a final contract value of \$8,832,174.31 and final amount due to the contractor of \$233,405.23;**

 - b. **Change Order #2 for Contract #T-056.56S001-3-02 for the rehabilitation of Bridge WB-458 at MP 56.16 and Bridge WB-460 at MP 56.56 with Mosites Construction Company, for an increase of \$440,604.21 for pavement markings, concrete deck repairs, milling and paving, extended land closures and MPT; for a revised not-to-exceed amount of \$1,090,381.21;**

 - c. **Change Order #10 and Final Payment for Contract #T-355.00P002-3-04 for the replacement of Bridge DB-224 at MP 351.37 with Allan Myers, L.P., for a decrease of \$68,070.43 to balance items to actual work completed; for a final contract value of \$22,059,725.54.**

8. **Approve payment of the 2021 Notice of Assessment from the Bureau of Workers’ Compensation for the Supersedeas and Subsequent Injury Funds, in the amount of \$20,214.00.**

9. **Approve the negotiation and execution of the Supplemental Agreements as listed in memos “a” through “c”:**
 - a. **Supplemental Agreement #2 with HDR, Inc. for design management of the Mon/Fayette Expressway project, for an increase of \$5,500,000.00 to continue design management services for the Mon/Fayette Expressway project through the bidding of the Southern section up to SR 837, for a revised not-to-exceed amount of \$33,200,000.00;**

 - b. **Supplemental Agreement #1 with AECOM Technical Services, Inc. for the final design of the total reconstruction project from MP 298.00 to MP 302.00 for an increase of \$6,500,000.00 to complete the final design of the four (4) mile reconstruction project; for a revised not-to-exceed amount of \$18,500,000.00;**

