

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL MEETING**

**JANUARY 18, 2022**

**11:00 A.M.**

**AGENDA**

- A. Roll Call**
  - Sunshine Announcement**
  - Public Participation**
  
- B. Minutes-January 4, 2022**
  
- 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 5.03 (Access Control) to be updated and consolidated with Policy 6.03, (Management of PTC Turnpike Keys) to address the movement toward the use of access control cards for gates and building access; also rescind Policy 6.03 as it is now included in Policy 5.03.**
  
2. **Approve the negotiation and execution of the Agreements for the items listed in memos “a” through “e”:**
  - a. **Reimbursement Agreement with Colombia Gas of PA (Columbia Gas) to reimburse Columbia Gas the cost for the engineering and utility relocation work necessary for construction of the Mon/Fayette Expressway, Section 53-A1; at a not-to-exceed amount of \$1,544,340.00;**
  
  - b. **Access and Ownership Agreement with Worcester Township (Township), the Township is constructing a sound barrier (MP A26.49- MP A26.65 southbound) and requested access to Commission right-of-way for construction; after construction of the sound wall, the Township will turn over maintenance and ownership to the Commission;**
  
  - c. **Assignment Agreement with Hempt Bros., Inc. to assign its active contracts to New Enterprise Stone & Lime Co., Inc. (NESL), due to NESL’s acquisition of Hempt Bros., Inc.;**
  
  - d. **Ownership Agreement with Allegheny County for a stormwater system that will collect and transport stormwater from a stormwater pond necessary for the Mon/Fayette Expressway, Section 53-C2 project; the Commission will construct the stormwater system and turn over maintenance and ownership to Allegheny County;**
  
  - e. **Reimbursement Agreement with Pennsylvania American Water (PAWC), for PAWC to reimburse the Commission half the cost for the engineering and utility relocation necessary for construction of the Southern Beltway, S.R. 980; at an estimated reimbursement of \$392,800.00.**
  
3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “d”:**
  - a. **Acquisition of Right-of-Way #14S016 (Vacant Land Now, LLC), a partial take parcel necessary for the Mon/Fayette Expressway, Rt. 51 to I-376 project, by authorizing payment of \$507.50 representing fair market value and pro-rated taxes to Vacant Land Now, 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 is contingent upon the delivery of a deed as prepared by the Legal Department;**

**F. NEW BUSINESS**

- b. Acquisition of Right-of-Way #14S426 (Tri-COG Land Bank), a partial take parcel necessary for the Mon/Fayette Expressway, Rt. 51 to I-376 project, by authorizing payment of \$500.00 representing fair market value to Tri-COG Land Bank; authorize the appropriate Commission officials to execute the Temporary Construction Easement and other documents 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 #14S340 (Robert D. and Jill B. Oeler), a partial take parcel necessary for the Mon/Fayette Expressway, Rt. 51 to I-376 project, by authorizing payment of \$14,606.50 representing fair market value and pro-rated taxes to Robert D. and Jill B. Oeler; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents 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 advertising for an Engineering Public Outreach consultant.**
- 5. Approve the Award of a Bid and the Issuance of a Purchase Order for the items listed in memos "a" and "b":**

  - a. Two (2) joint sealers/crack seal kettles, utilizing the Commonwealth's contract with CrafcO, Inc.; at a cost of \$104,888.80;**
  - b. Access gate upgrades, to the lowest responsive and responsible bidder, Schaedler Yesco Distribution, Inc.; at a cost of \$260,800.00.**
- 6. Approve the Award of Contracts for the items listed in memos "a" through "d":**

  - a. Contract #T-345.00R001-3-02 for asphalt resurfacing between MP 345.73 and MP 353.49, to the lowest responsive and responsible bidder, Reading Site Contractors, div. of H&K Group, Inc.; at a not-to-exceed amount of \$11,805,492.00 and a contingency of \$550,000.00;**
  - b. Contract #EN-00282-03-02 for roadway and miscellaneous repairs on Toll I-376, Turnpike 43, Turnpike 576, Turnpike 66, to the lowest responsive and responsible bidder, Eurovia Atlantic Coast, LLC; at a not-to-exceed amount of \$3,000,000.00;**
  - c. Contract #EN-00282-03-04 for roadway and miscellaneous repairs between MP 122.00 and MP 201.58, to the lowest responsive and responsible bidder, New Enterprise Stone & Lime Co., Inc.; at a not-to-exceed amount of \$5,000,000.00;**

F. NEW BUSINESS

- d. **Contract #EN-00282-03-06 for roadway and miscellaneous repairs between MP 299.98 and MP 356.42, MP H40.83 and MP H43.44 and MP A20.00 and MP A31.34, to the lowest responsive and responsible bidder, J.D. Eckman, Inc.; at a not-to-exceed amount of \$5,000,000.00.**
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7. **Approve the Change Orders and Final Payments for the items listed in memos “a” and “b”:**
    - a. **Change Order #1 and Final Payment for Contract #EN-00237-03-02 for sinkhole repairs between MP 199.26 and MP 312.03 with New Enterprise Stone & Lime Co., Inc., for a decrease of \$1,706,411.65 to reflect the cost of the completed work authorizations; for a final contract value of \$293,588.35 and final amount due to the contractor of \$14,679.42;**
    - b. **Change Order #6 and Final Payment for Contract #T-241.96S001-3-02 for redecking of Bridge EB-203 at MP 241.96 with Deblin, Inc., for a decrease of \$29,367.06 for normal quantity adjustments, shoulder repair, asphalt supplier switch for cold weather paving, FAA light temporary fix, flagging costs, geotextile, excavation, milling, drainage items, E & S control, cap existing conduit and barrier work, for a final contract value of \$2,864,254.95 and final amount due to the contractor of \$133,265.94.**
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8. **Approve the negotiation and execution of Supplemental Agreement #1 with Navarro & Wright Consulting Engineers, Inc. for open-end quality assurance inspection, auditing and laboratory testing services, to allow for assignment of new Work Orders through the new completion date of February 28, 2023.**