

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL MEETING**

**MARCH 1, 2022**

**11:00 A.M.**

**AGENDA**

- A. Roll Call**
  - Sunshine Announcement**
  - Public Participation**
  
- B. Minutes-February 15, 2022**
  
- C. Communication-Memo received from the Chief Counsel**
  
- D. Personnel**
  
- E. Unfinished Business**

F. NEW BUSINESS

1. **Approve Change Order # 3 and Final Payment for Contract #T-056.56S001-3-02 for the rehabilitation of Bridges WB-458 (MP 56.16) and WB-460 (MP 56.56) with Mosites Construction Company, for a decrease of \$13,112.52 to balance items to actual work completed, for a final contract value of \$1,077,268.69 and final amount due to the contractor of \$24,578.58.**
  
2. **Approve the negotiation and execution of the Agreements for the items listed in memos “a” through “g”:**
  - a. **Agreement with Upper Moreland Township (Township) to permit the Township to install two truck prohibition signs at the Willow Grove Interchange to notify trucks exiting the Turnpike to use a certain State Route; the Township will install, own and maintain the signs;**
  
  - b. **Reimbursement Agreement with the Municipal Authority of Westmoreland County (Authority) for the Commission to reimburse the Authority the cost for the engineering and utility relocation necessary for the total reconstruction project from MP 57.00 to MP 67.00; at a not-to-exceed amount of \$727,562.50;**
  
  - c. **Reimbursement Agreement with PPL Electric Utilities Corp. (PPL) for the Commission to reimburse PPL the cost for the engineering and utility relocation work necessary for the total reconstruction project from MP A48.00 to MP A53.00; at a not-to-exceed amount of \$107,637.30;**
  
  - d. **Reimbursement Agreement with PPL Electric Utilities Corp. (PPL) for the Commission to reimburse PPL the cost for the engineering and utility relocation work necessary for the total reconstruction project from MP A53.00 to MP A57.00; at a not-to-exceed amount of \$563,205.06;**
  
  - e. **Assignment Agreement with U.S. Bank, N.A. to assign its corporate trust services to U.S. Bank Trust Company, N.A., due to U.S. Bank’s transfer of all corporate trust services to U.S. Bank Trust Company, N.A.;**
  
  - f. **Assignment Agreement with Cumberland Truck Equipment Co. (CTEC) to assign its purchase order contracts for paint and supplies, safety supplies, filters for auto/equipment and hydraulic hose & fittings to Bergey’s Truck Parts, Inc. d/b/a Cumberland Truck Parts’ (Bergey’s) due to Bergey’s acquisition of CTEC;**
  
  - g. **Settlement Agreement and all necessary documents with Charlestown Township relating to the land development process for construction of the new Devault Maintenance Facility.**

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3. Approve the Right-of-Way Requests for the items listed in memos “a” through “f”:
  - a. Acquisition of Right-of-Way #14S203 (JMD Real Estate, LLC), a partial take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$5,000.00 representing fair market value to Daniel J. Salaj; 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 fair market value to the property owner is contingent upon the delivery of a Temporary Construction Easement as prepared by the Legal Department;
  - b. Acquisition of Right-of-Way #14S315 (Craig T. and Linda Nevius), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$111,111.56 representing fair market value, pro-rated taxes and recording fees to Arrow Land Solutions, 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;
  - c. Acquisition of Right-of-Way #17668-1 (Champion Processing, Inc.), a total take parcel necessary for construction of the Southern Beltway, US 22 to I-79, by authorizing payment of \$36,200.00 presenting fair market value to Champion Processing, Inc.; authorize the appropriate Commission officials to execute the Quit Claim Deed 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 Quit Claim Deed as prepared by the Legal Department;
  - d. Acquisition of Right-of-Way #14S022 (Estate of George A. Walter; Ruth A. Walter), a partial take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$10,036.00 representing fair market value and pro-rated taxes to The Estate of George A. Walter; 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;
  - e. Acquisition of Right-of-Way #17631 (Kenneth & Erica M. Plute), a partial take parcel necessary for construction of the Southern Beltway, US 22 to I-79, by authorizing payment of \$4,951.00 representing fair market value and pro-rated taxes to Kenneth & Erica M. Plute; also authorize payment of \$69.25 representing recording fees to Washington County Recorder of Deeds; 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

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by the Chief Counsel; and payment of fair market value is contingent upon the delivery of deed prepared by the Legal Department;

- f. Acquisition of Right-of-Way #15008-L (Jennifer L. Bell), a total take parcel necessary for the total reconstruction project from MP 57.00 to MP 67.00 by authorizing payment of \$25,113.25 representing fair market value and recording fees to Tri-County Abstract Agency, 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 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 the negotiation and execution of the Supplemental Agreements for the items listed in memos "a" through "d":
    - a. Supplemental Agreement #1 with Rettew Associates, Inc. for open-end engineering design services systemwide (awarded December 18, 2019), for an increase of \$750,000.00 to allow continued advancement of the overhead bridge replacement at MP A83.33 as a current Digital Delivery pilot project to support the Capital Plan; for a revised not-to-exceed amount of \$2,250,000.00;
    - b. Supplemental Agreement #1 with Rummel, Klepper and Kahl, LLP for open-end engineering design services systemwide (awarded November 20, 2018), for an increase of \$750,000.00 to allow continued development and advancement of an Elimination Study of Joshua Road at MP 336.53 to support the Capital Plan; for a revised not-to-exceed amount of \$2,250,000.00;
    - c. Supplemental Agreement #1 with Whitney, Bailey, Cox and Magnani, LLC for open-end engineering design services systemwide (awarded May 20, 2019), for an increase of \$750,000.00 to support the Capital Plan with additional Project Development and Delivery; for a revised not-to-exceed amount of \$2,250,000.00;
    - d. Supplemental Agreement #1 with McCormick Taylor for final design environmental activities (awarded October 20, 2015), for an increase of \$2,000,000.00 to continue to provide services for final design environmental activities for the Mon/Fayette project through bidding of the southern section; for a revised not-to-exceed amount of \$12,000,000.00.
  5. Approve the Issuance of Purchase Orders for the items listed in memos "a" through "f":
    - a. Traffic Operations center video wall maintenance and support (June 2022 – May 2025), utilizing the Commonwealth's contract with Vistacom, Inc.; at a cost of \$151,000.00;
    - b. Sideling Hill salt storage facility electrical service, utilizing the Commonwealth's contract with Schultheis Electric; at a cost of \$128,850.00;

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- c. **Five (5) Case wheel loaders, utilizing the Commonwealth’s contract with Groff Tractor & Equipment, LLC/Groff Tractor Holdings LLC; at a cost of \$1,096,705.00;**
- d. **CaseWare IDEA and SAP SmartSuite license and support (May 2022 – April 2027) with CaseWare; at a cost of \$98,000.00;**
- e. **Tire contracts (March 2022 – February 2023), utilizing the Commonwealth’s contracts; and request for staff movement of funds between contracts:**

Goodyear Tire & Rubber	\$ 60,000.00	Districts 1, 2
Good Tire Service, Inc.	100,000.00	Districts 1, 2
Highlands Tire	10,000.00	Districts 1, 2
Service Tire Truck Center, Inc.	70,000.00	District 4
Bergey’s Commercial Tire	15,000.00	District 4
Highlands Tire	15,000.00	District 4
Contingency	<u>30,000.00</u>	
<b>TOTAL AWARD/CONTINGENCY:</b>	<b>\$300,000.00</b>	
- f. **Fifteen (15) Henke snowplows, utilizing the Commonwealth’s contract with Henke Manufacturing, Corp.; at a cost of \$254,479.00.**

**6. Approve the Award of Contracts for the items listed in memos “a” and “b”:**

- a. **Contract #EN-00115-03-08 for construction of tolling facilities between MP A27.21 and MP A77.23, to the lowest responsive and responsible bidder, PKF-Mark III, Inc. at a not-to-exceed amount of \$11,918,428.00 and a contingency of \$425,000.00;**
- b. **Contract #T-306.00R003-3-02 for asphalt resurfacing between MP 306.39 and MP 312.32, to the lowest responsive and responsible bidder, Reading Site Contractors, div. of H&K Group, Inc.; at a not-to-exceed amount of \$5,777,306.39 and a contingency of \$250,000.00.**

**7. Approve the award of services and authorize the negotiations and execution of an agreement/agreements with the selected firm/firms for the items listed in memos “a” and “b”:**

- a. **T00179/T00186/T00187, open-end engineering design services systemwide:**
  - **Borton-Lawson Engineering, Inc.-AWARDED**
  - **Dewberry Engineers, Inc.-AWARDED**
  - **Rummel Klepper & Kahl, LLP-AWARDED**
  - **M.J. McTish and Associates, Inc. d/b/a McTish, Kunkel & Associates**
  - **Sucevic, Piccolomini & Kuchar Engineering, Inc.**

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- b. RFP #6630, broker services for Owner Controlled Insurance Program (OCIP) on the Mon/Fayette Expressway, PA 51 to Duquesne:
- Marsh-AWARDED
  - Willis Towers Watson
  - Alliant Insurance Services, Inc.