

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

JUNE 15, 2021

10:00 A.M.

AGENDA

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

- B. Minutes-June 1, 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 8.12, IT Security and Risk Management, to update the operational and procedural changes to the policy.**

2. **Approve the negotiation and execution of the Agreements for the items listed in memos “a” through “e”:**
 - a. **Settlement Agreement and Release for Jimenez v. Charbonnier and PTC, and authorize issuance of the settled amount;**

 - b. **Programmatic Agreement with First Pennsylvania Resource, LLC to supply wetland mitigation credits, required by the U.S. Army Corps of Engineers and the PA Dept. of Environmental Resources, for the Hawk Falls Bridge replacement project; at a not-to-exceed amount of \$19,200.00;**

 - c. **Reimbursement Agreement with PPL Electric Utilities Corp. (PPL), for PPL to reimburse the Commission the cost of the engineering and utility relocation work for the Bridge NB-611 (Hickory Run Road) project at MP A88.90; at an estimated reimbursement of \$68,000.00;**

 - d. **Wireline License Agreement with the Middletown & Hummelstown Railroad Company for the installation of fiber optic lines across various railroad rights-of-way; at a cost of \$25,200.00;**

 - e. **Settlement Agreement and Release with Gary Andreis, Jr.; and authorize issuance of the settled amount through our insurer Liberty Mutual.**

3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “l”:**
 - a. **Acquisition of Right-of-Way #14S024 (Betty Ann Bisacca), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$165,608.56 representing fair market value, pro-rated taxes and recording fees to Closure 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;**

 - b. **Settlement of Right-of-Way #14S222 (Raymond M. Hernandez), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$6,000.00 representing the outstanding balance to Babst Calland Clements & Zomnir, P.C., escrow agent;**

F. NEW BUSINESS

- c. **Acquisition of Right-of-Way #6047-J (James M. & Patricia B. Reed), a partial take parcel necessary for the total reconstruction project from MP 312.00 to MP 316.00 by authorizing payment of \$6,797.50 representing fair market value and pro-rated taxes to James M. & Patricia B. Reed; 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;**
- d. **Acquisition of Right-of-Way #6043-B (Margaret C. Bernhardt), a partial take parcel necessary for the total reconstruction project from MP 312.00 to MP 316.00 by authorizing payment of \$10,753.00 representing fair market value and pro-rated taxes to Margaret C. Bernhardt; 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 #7231-D (James A. Haggard & Michelle L. Svonavec), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$2,422.50 representing fair market value and pro-rated taxes to James A. Haggard and Michelle L. Svonavec; 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;**
- f. **Acquisition of Right-of-Way #7219-B (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$18,879.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- g. **Acquisition of Right-of-Way #7217-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$10,454.50 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**

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- h. Acquisition of Right-of-Way #7218-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$13,398.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- i. Acquisition of Right-of-Way #7219-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$9,947.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- j. Acquisition of Right-of-Way #7216-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$5,684.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- k. Acquisition of Right-of-Way #14S339 (Frank E. & Patricia A. Thomas), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$73,303.39 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 owners is contingent upon the delivery of a deed as prepared by the Legal Department;**
- l. Acquisition of Right-of-Way #14S212 (West Mifflin Congregation of Jehovah's Witnesses), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$503,840.00 representing fair market value, business re-establishment damages, personal property loss (machinery & equipment), search costs and Section 710 damages to West Mifflin Congregation of Jehovah's Witnesses; 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**

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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 Change Order #3 for Contract #A-037.50T001-3-04 for the replacement of Bridge NB-202 at MP A40.13 with Deblin, Inc., for an increase of \$355,613.10 for superpave mix designs, milling and pavement markings; for a revised not-to-exceed amount of \$6,167,873.71.

5. Approve the Award of Bids, Change Orders and Issue Purchase Orders for the items listed in memos “a” through “i”:

a. Calcium chloride (August 1, 2021 – June 30, 2022), to the lowest responsive and responsible bidders:

SAL Chemical Co., Inc.	\$ 12,000.00	for flaked calcium chloride
EnviroTech Services, Inc.	325,000.00	for liquid calcium chloride
Contingency	<u>53,000.00</u>	
TOTAL AWARD/CONTINGENCY	\$390,000.00	

b. Evaporated crystal sodium chloride (August 1, 2021 – May 31, 2022), to the lowest responsive and responsible bidders:

Detroit Salt Company, LLC	\$ 50,000.00	District 1, 2
Eastern Salt Company, Inc.	35,000.00	District 3, 4, 5
Contingency	<u>20,000.00</u>	
TOTAL AWARD/CONTINGENCY	\$105,000.00	

c. AV conference room upgrades with Visual Sound, Inc., for upgrades to cameras and video capabilities through May 2022; at a cost of \$600,000.00;

d. Diesel motor fuel and heating/emergency generator fuel (through December 2021) with Ports Petroleum Co., Inc., to include Southern Beltway maintenance; at a cost of \$90,000.00;

e. Fiber Optic distribution network, utilizing the Commonwealth’s contract with ePlus Technology, Inc. at a cost of \$4,712,691.48;

f. Sodium Chloride, exercising the option to renew the agreement (August 2021 - July 2022):

Cargill	\$10,370,000.00
American Rock Salt	2,085,000.00
Riverside Construction Materials	1,270,000.00
Morton Salt	510,000.00
Contingency	<u>1,423,500.00</u>
RENEWAL/CONTINGENCY	\$15,658,500.00

g. Sludge and residual wastewater removal, exercising the option to renew the agreement (July 2021 – June 2022) with ACV Enviro APV/Allstate Power Vac, Inc.; at a cost of \$330,000.00;

