

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL TELEPHONE MEETING**

**AUGUST 20, 2019**

**10:00 A.M.**

**AGENDA**

- A. Roll Call**
  - Sunshine Announcement**
  - Public Participation**
  
- B. Minutes-August 6, 2019**
  
- C. Communications-**
  - Memo received from the Chief Counsel**
  - Memo received from the Director of Procurement & Logistics**
  
- D. Personnel**
  
- E. Unfinished Business**

F. NEW BUSINESS

1. **Approve the addition of a new project to the FY2020 10-year Capital Plan for the replacement of Bridge DB-203 at MP 346.82 and approve advertising for an engineering firm to perform the preliminary and final design services for the replacement of Bridge DB-203 at MP 346.82.**
  
2. **Approve the negotiation and execution of the Amendments and a Memorandum of Understanding for the items listed in memos "a" through "c":**
  - a. **Amendment to our agreement with Travel Boards for the travel board and logo board programs, exercising the option to renew the agreement for an additional year;**
  
  - b. **Amendment to our agreement with Information Logistics for web and smartphone app services; to extend the agreement for up to four (4) years to ensure uninterrupted services until transition to the awarded vendor; the estimated not-to-exceed cost is \$3,600,000.00 if the entire, four-year term is needed;**
  
  - c. **Memorandum of Understanding with Marshall Township for the transfer of the required right-of-way for Mount Pleasant Road, construction and modification of new and existing Township stormwater management facilities, and the construction of a new sidewalk as part of the total reconstruction project from MP 28.00 to MP 31.00.**
  
3. **Approve the Right-of-Way Requests for the items listed in memos "a" through "f":**
  - a. **Acquisition of Right-of-Way #14S310 (Donald B. Minchoff), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$84,942.31 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 his delivery of a deed as prepared by the Legal Department;**
  
  - b. **Acquisition of Right-of-Way #15023-A (RWS Land Company, Inc.), a partial take parcel necessary for the total reconstruction project from MP 57.00 to MP 67.00 by authorizing payment of \$35,369.00 representing fair market value and pro-rated taxes to RWS Land Company, 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 prepared by the Legal Department;**

F. NEW BUSINESS

- c. **Settlement of Right-of-Way #14198 (Gary A. & Roxanne M. Shute; Great Lakes Energy Partners, LLC), a partial take parcel necessary for construction of the Southern Beltway, US 22 to I-79, by authorizing payment of \$89,646.50 representing the balance of settlement funds and Section 710 damages to Babst, Calland, Clements and Zomnir, P.C., escrow agent; and authorize the appropriate Commission officials to execute the Settlement Agreement and Release, as reviewed and approved by the Legal Department; and payment of the settlement funds to the Condemnees is contingent upon the receipt of an executed Settlement Agreement and Release, as approved by the Legal Department;**
  - d. **Acquisition of Right-of-Way #14S234 (Katrina Albright), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$82,054.88 representing fair market value, pro-rated taxes and recording fees to Universal Settlement Services of PA, 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;**
  - e. **Accept a donation from LPS Investment Partnership of its interest in unmined, undisturbed coal and support estate which is necessary for support of the surface and roadway for construction of the Southern Beltway, US 22 to I-79; authorize the appropriate Commission officials to execute the documents required to effectuate the donation of the support estate, including the authorization for the Chief Financial Officer to execute the necessary tax forms. Final acceptance of the coal interests at issue is contingent upon the Legal Department's review and approval of the necessary quit claim deed;**
  - f. **Acquisition of Right-of-Way #7209-RA (Seth C. & Vick L. Naugler), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00, by authorizing payment of \$1,100.00 representing fair market value to Seth C. & Vicki L. Naugler; 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.**
4. **Approve advertising for the items listed in memos "a" and "b":**
- a. **Two (2) engineering or construction management firms to perform open-end construction inspection services from MP 247.00 to the Delaware River Bridge, and on the Northeast Extension;**

F. NEW BUSINESS

- b. Three (3) engineering or construction management firms to perform open-end construction management and construction inspection services from MP 247.00 to the Delaware River Bridge, and on the Northeast Extension.

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

- a. Anti-skid material, to the lowest responsive and responsible bidders:

New Enterprise Stone & Lime	\$127,740.50
Glacial Sand & Gravel Co.	41,537.50
Hempt Bros., Inc.	<u>16,352.50</u>
<b>TOTAL AWARD:</b>	<b>\$185,630.50</b>

- b. Change order for Varonis software maintenance with ePlus Technology, Inc., to purchase additional licenses and co-terming services with previous OneDrive and Azure modules; at a cost of \$109,185.95;

- c. Unleaded gasoline, exercising the option to extend the contracts for an additional two months (from 9/1/19 to 10/31/19) to permit time for re-bidding;

Petroleum Traders	\$ 65,000.00	Homewood, Jeff Hills, Harr City, Pocono, Wyoming Valley
Glassmere Fuel	40,000.00	Gibsonia, Donegal, Greensburg
Bedford Valley Petroleum	50,000.00	Searights, Kegg, Everett, Burnt Cabins
Talley Petroleum	55,000.00	New Cumberland, Mt. Gretna, Bowmansville, Slatington
PAPCO, Inc.	5,000.00	Newville
Riggins, Inc.	<u>45,000.00</u>	Devault, Trevese, Quakertown
<b>TOTAL EXTENSION:</b>	<b>\$260,000.00</b>	

- d. Change order for the Lehigh Tunnel controls preventative maintenance contract (through May 2023) with Honeywell International, Inc., to add funding for the replacement of the fire alarm panels; at a cost of \$63,274.49;
- e. Asphalt sealant, exercising the option to renew the contract for an additional year (October 1, 2019 – September 30, 2020) with Crafcoc, Inc.; at a cost of \$125,000.00;
- f. Change order for Eagles radio sponsorship, to add funds for the 2019 season with CBS Radio, Inc. of Philadelphia; at a cost of \$78,000.00;
- g. Replacement lights for the Tuscarora Tunnel, utilizing the Commonwealth’s contract with Schaedler Yesco Distribution, Inc.; at a cost of \$629,837.60;
- h. Catch basin cleaner chassis, utilizing the Commonwealth’s contract with Legacy Truck Centers, Inc.; at a total award of \$127,717.00;



F. NEW BUSINESS

- e. **Supplemental Agreement #1 for open-end construction inspection services for the Southern Beltway, S.R. 22 to I-79 (Sections 55 C2-1, 55-M), with Management Engineering Corporation for an additional \$2,900,000.00 due to delayed construction, increased construction inspection rates; and continued consistent construction inspection services through the completion of construction; for a revised not-to-exceed amount of \$9,400,000.00; and extend the completion date to December 31, 2022.**
  
9. **Adopt Policy 8.13, Electronic Signatures, to establish procedures for the use and validity of electronic signatures.**
  
10. **Approve the award of services and authorize the negotiation and execution of an agreement with the selected firms for the items listed in memos "a" and "b":**
  - a. **RFP 8576, towing and road services from MP 0.00 to MP 24.90:**
    - **Tow-Tegrity, Inc.-AWARDED**
  
  - b. **RFP 8547, insurance broker for employee insurance and benefit services:**
    - **Alliant Insurance Services, Inc.-AWARDED**
  
11. **Approve payment of the invoice to ACE, through our OCIP broker AON (who retains a 15% commission), for a total amount of \$122,305.00 which represents the Builder's Risk premium for Section 55C2-1 of the Southern Beltway (US 22 to I-79).**
  
12. **Grant delegation of authority to the Chief Engineer, with approval of the Chief Executive Officer, to reject and readvertise Construction Engineering bids, upon recommendation of Engineering staff, when it is determined to be in the best interest of the Commission.**