

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

SEPTEMBER 21, 2021

11:00 A.M.

AGENDA

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

- B. Minutes-August 17, 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 payment of the invoices for the items listed in memos “a” and “b”:
 - a. Employee Liability Self-Insurance Program (ELSIP) invoice from the PA Department of General Services, which represents the annual premium due for the period July 1, 2021 – June 30, 2022, in the amount of \$107,780.63;
 - b. Invoices for property, equipment, and boiler and machinery insurance coverages with Travelers and Liberty Mutual, through our broker Conner Strong & Buckelew, for a total not-to-exceed amount of \$2,200,000.00, for the period October 1, 2021 – October 1, 2022.

2. Approve the negotiation and execution of the Agreements, Supplemental Agreements and Amendments for the items listed in memos “a” through “i”:
 - a. Supplemental Agreement with G.R. Sponaugle for heating, ventilation and air conditioning (HVAC) maintenance at the CAB, TIP, East Park Drive and the Steelton Warehouse, for an additional \$80,000.00 for equipment repair/replacement through the end of the contract (February 2022);
 - b. Amendment to our agreement with Mitrastech Holdings, Inc. for Law Trac Matter Management to amend the agreement to add the PTC Security Specifications;
 - c. Reimbursement Agreement with Duquesne Light Company (Duquesne) to reimburse Duquesne for the engineering and utility relocation work necessary for the construction of the Mon/Fayette Expressway, Section 53-A1; at a not-to-exceed amount of \$6,698,777.50;
 - d. Supplemental Reimbursement Agreement with Midway Sewer Authority (Authority) to reimburse the Authority for the engineering and utility relocation work necessary for construction of the Southern Beltway, Section 55A2, for an additional \$20,808.26 due to longer construction duration and relocation of an additional portion of the sewer line which was not part of the original scope and estimate; for a revised not-to-exceed amount of \$45,808.26;
 - e. Amendment to our lease agreement with 7-Eleven for services at the service plazas; exercising the option to renew the agreement for an additional five (5) years (through January 2027), and to update the language for future extensions of the lease term and modify the list of service plazas;
 - f. Agreement with Aflac and its subconsultant (through our broker, Alliant, Inc.) for Voluntary Supplemental benefits for three (3) years;
 - g. Amendment to our agreements with U.S. Bank, N.A. and Wells Fargo Bank N.A. for trustee banking services, to approve funding for fiscal year 2021-2022 at a cost of \$150,000.00 each; and exercise the option to renew the agreements for fiscal year 2021-2022, at a cost of \$150,000.00 each;

F. NEW BUSINESS

- h. **Amendments with the existing pool of qualified real estate brokers and agents for real estate services, to extend the agreements for an additional (3) years;**
 - i. **Amendment to the Settlement Agreement with Cecil Township; approve the settlement of the case and authorize the appropriate Commission officials to execute the necessary documents in exchange for full and final release of all claims.**
- 3. **Approve the Right-of-Way Requests for the items listed in memos "a" through "o":**
 - a. **Acquisition of Right-of-Way #8334-C (Nestle Food Company, n/k/a Nestle Purina Petcare Company), a partial take parcel necessary for the bridge replacement project at MP A59.22 by authorizing payment of \$2,400.00 representing fair market value to Nestle Purina Petcare Company; authorize the appropriate Commission officials to execute the Temporary Construction Easement and other documents that may be 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 the Temporary Construction Easement as prepared by the Legal Department;**
 - b. **Settlement of Right-of-Way #6492-A (Forty Foot Farms), a partial take parcel necessary for the total reconstruction and widening project from MP A20.00 to MP A30.00 by authorizing payment of \$2,299,903.36 representing settlement funds and statutory delay damages to Forty Foot Farms; and payment of the settlement funds is contingent upon the delivery of an executed Settlement Agreement as reviewed and approved by the Legal Department;**
 - c. **Acquisition of Right-of-Way #14S356 (West Mifflin Sanitary Sewer Municipal Authority), a partial take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$185,000.00 representing fair market value to West Mifflin Sanitary Sewer Municipal Authority; 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;**
 - d. **Acquisition of Right-of-Way #14S363 (Ruskin Enterprises, Corp.), a partial take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$2,000.00 represent fair market value to Ruskin Enterprises Corp.; also authorize payment of \$4,000.00 representing Section 710 fees to Michael R. Morrissey, Attorney at Law; 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 owner is contingent upon the delivery of a Temporary Construction Easement as prepared by the Legal Department;**

F. NEW BUSINESS

- e. **Acquisition of Right-of-Way #7221-A1 (Estate of Katie Weisel), a partial take parcel necessary for the total reconstruction and widening project from MP A38.00 to MP A44.00 by authorizing payment of \$14,720.00 representing fair market value, pro-rated taxes and personal property loss to the Estate of Katie Weisel; also authorize payment of \$4,000.00 representing Section 710 damages to Duerr Law, P.C.; 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;**
- f. **Approve the plans entitled, "Drawings for Authorizing of Right-of-Way for Contract No. T-053.00T001-4, Roadway and Bridge Reconstruction in Allegheny County, SR 0400 Section A44 R/W (Saltsburg Road) from Station 10+25.00 to Station 27+50.00 = 1725.00 Feet = 0.327 Mile; and Davidson Road from Station 0+52.00 to Station 1+50.00 = 98.00 Feet = 0.019 Mile; and Vacation of Existing SR 0400 (Saltsburg Road) MP 53.66 from Station 19+74.41 to Station 22+22.28, RT = 247.87 Feet = 0.047 Mile", as prepared and approved by the Engineering Department;**
- g. **Acquisition of Right-of-Way #7131-D (Estate of Leona C. Dapp), a total take parcel necessary for construction of the I-95/I-276 Interchange by authorizing payment of \$525,695.28 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 to the property owner is contingent upon the delivery of a deed as prepared by the Legal Department;**
- h. **Environmental permits necessary for the total widening and reconstruction from MP A31.00 to MP A38.00, to construct a wetland mitigation site on property owned by the Commission, (formerly Larry G. and Mary L. Lederer); authorize the appropriate Commission officials to execute the required Declaration of Restrictive Covenants for Conservation as prepared by the Legal Department;**
- i. **Acquisition of Right-of-Way #14S369 (Wayne J. Sherman Enterprise, LLC), a partial take parcel necessary for construction of the Mon-Fayette Expressway, Route 51 to I-376, by authorizing payment of \$9,655.50 representing fair market value and pro-rated taxes to Wayne J. Sherman Enterprise, 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 to the property owner is contingent upon the delivery of a deed as prepared by the Legal Department;**

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- j. Adopt the proposed Property Acquisition for Right-of-Way #7223-D (Milford Township Fish, Game & Forestry Association, Natural Lands Trust, Inc. and The County of Bucks), a partial take parcel necessary for the total reconstruction and widening project from MP A38.00 to MP A44.00 by authorizing payment of \$3,200.00 representing 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;**
- k. Adopt the proposed Property Acquisition for Right-of-Way #6041-B (Kathleen Gendel and Craig H. Gendel), a partial take parcel necessary for the total reconstruction and widening project from MP 312.00 to MP 316.00 by authorizing payment of \$35,000.00 representing 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;**
- l. Acquisition of Right-of-Way #1105-B1 (Michael Fochtman), a partial take parcel necessary for the total reconstruction project from MP 128.00 and 134.00, by authorizing payment of \$913.50 representing fair market value and pro-rated taxes to Michael Fochtman; 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;**
- m. Acquisition of Right-of-Way #15006-A (Michael Kovac, Jr., Melinda R. Endlich, n/k/a Melinda R. Cerciello), a total take parcel necessary for the total reconstruction and widening project from MP 57.00 to MP 67.00, by authorizing payment of \$1,004,474.78 representing fair market value, pro-rated taxes and recording fees to Tri-State Paralegal Service, LLC, escrow agent; 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;**
- n. Acquisition of Right-of-Way #6043-C (John A. Grablewski), a partial take parcel necessary for the total reconstruction project from MP 311.00 to MP 319.00, by authorizing payment of \$22,171.00 representing fair market value and pro-rated taxes to John A. Grablewski; also authority payment of \$4,000.00 representing payment Section 710 damages to Duerr Law, P.C.; 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;**
- o. Acquisition of Right-of-Way #6044-A (Daniel C. and Barbara Kurkjian), a partial take parcel necessary for the total reconstruction project from MP 311.00 to MP 319.00, by authorizing payment of \$26,202.50 representing fair market value and pro-rated taxes to Daniel C. and Barbara Kurkjian; also authority payment of \$4,000.00 representing payment Section 710 damages to Duerr Law, P.C.; authorize the payment of additional statutory damages as**

F. NEW BUSINESS

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 "c":
 - a. Annual independent audit services to audit financial statements (for fiscal years ending May 31, 2022, 2023, and 2024) of the Commission and the Pennsylvania Turnpike Commission Retiree Medical Trust;
 - b. Aerial mapping contract;
 - c. Asphalt resurfacing at Greensburg Maintenance.

5. Approve the Award of Bids, Change Orders and Issue Purchase Orders for the items listed in memos "a" through "y":
 - a. Eight (8) Chevrolet Express cargo vans (trades vans), utilizing the Commonwealth's contract with Apple Chevrolet/Westgate Chevrolet, Inc.; at a cost of \$339,504.00;
 - b. Gradall hydraulic excavator, utilizing the Commonwealth's contract with Highway Equipment & Supply Co.; at a cost of \$445,043.00;
 - c. Splunk Enterprise Security Incident Monitoring with CDW Government LLC (in accordance with the Commonwealth's contract), to upgrade the SIEM tool, including adding Phantom to support automated response to cyber threats and UBA to allow behavioral analytics; at a cost of \$84,651.40;
 - d. Veracode software maintenance and support, exercising the option to renew the agreement with CDW Government LLC (through September 17, 2022); at a cost of \$106,850.66;
 - e. CheckPoint Security Gateway Solutions, exercising the option to renew the agreement with ePlus Technology, Inc. (through September 15, 2022); at a cost of \$242,782.51;
 - f. Adobe Enterprise software, exercising the option to renew the agreement with CDW Government, LLC (through September 26, 2022); at a cost of \$56,570.00;
 - g. Network Segmentation design, utilizing the Commonwealth's contract with ePlus Technology, Inc.; at a cost of \$161,425.89;
 - h. Solarwinds software maintenance support, exercising the option to renew the agreement with CDW Government LLC (through December 10, 2022); at a cost of \$56,546.82;

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- i. Disaster recovery back-up plan software, hardware and support, utilizing the COSTARS contract with ePlus Technology, Inc. (November 2021 – October 2022); at a cost of \$940,725.59;
- j. HVAC controls maintenance for Districts 3, 4 and 5 for automated logic WebCTRL systems, exercising the option to renew the agreement with Automated Logic Contracting Services, Inc. (through August 2026); at a cost of \$3,765,800.00;
- k. Thirty-two (32) dump trucks, exercising the option to renew the agreement with Legacy Truck Centers Inc./Fire & Rescue Products (through September 2022); at a cost of \$7,672,396.76 and a contingency of \$150,000.00 for possible configuration or specification changes from the manufacturer;
- l. E-ZPass Tag Only contract (in accordance with the IAG procurement), exercising the option to renew the agreement with TransCore LP/Transcore Holdings, Inc. (through November 2022); at a cost of \$17,500,000.00;
- m. Roadside cellular communication equipment replacement; utilizing the Commonwealth’s contract with ePlus Technology, Inc.; at a cost of \$311,977.20;
- n. Posts and guiderail products from Trinity Highway Products, LLC; at a cost of \$122,111.20;
- o. Motor oil, grease and lubricants, exercising the option to renew the contract through October 2022 with PPC Lubricants, Inc.; at a cost of \$200,000.00;
- p. Asphalt joint sealant, exercising the option to renew the contract (December 2021 through November 2022) with Crafc0, Inc.; at a cost of \$350,000.00;
- q. Twenty-three (23) Chevrolet Silverado 3500 trucks, utilizing the Commonwealth’s contract with Apple Chevrolet/Westgate Chevrolet, Inc.; at a cost of \$800,714.00;
- r. CISCO DUO BEYOND edition subscription and basic support, utilizing the Commonwealth’s Contract with ePlus Technology, Inc. (September 2021 through September 2024); at a cost of \$126,360.00;
- s. AASHTOWare Bridge Management software for AASHTO project bid software with AASHTO, to include the annual license renewal for the software; at a cost of \$51,500.00;
- t. Overhead Door Services at the East Regional and West Regional offices (October 2021 through September 2023), to the lowest responsive and responsible bidders:

Set-Rite Corp.	\$200,000.00	Eastern Regional Office
Overhead Door Co. of Greater Pittsburgh	<u>\$250,000.00</u>	Western Regional Office
TOTAL AWARDS	\$450,000.00	

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- u. Veeam software and backup maintenance, exercising the option to renew the agreement with ePlus Technology, Inc. (through October 19, 2022); at a cost of \$85,705.40;
 - v. One (1) crew cab aluminum stakebody truck (for D4 warehouse), utilizing the Commonwealth's contract with Freightliner WS of Harrisburg/Transtec, Inc; at a cost of \$110,774.00;
 - w. Qlik software services, exercising the option to renew the agreement with Carahsoft Technology Corp for an additional year (November 2021 – October 2022); at a cost of \$170,205.81;
 - x. BOARD budgeting software upgrade, migration and support, utilizing the Commonwealth's contract with Neubrain, LLC (September 2021 through July 2022); at a cost of \$684,572.47;
 - y. Accuweather license fee for forecasting services, exercising the option renew the agreement with CDW Government LLC for an additional year (October 2021 through September 2022); at a cost of \$101,358.42.
6. Approve the Award of Contracts for the items listed in memos "a" and "f":
- a. Contract #T-302.00T001-3-03 for the replacement of Bridge EB-704 at MP 302.81, to the lowest responsive and responsible bidder, Reading Site Contractors, div. of H&K Group, Inc.; at a not-to-exceed amount of \$9,489,231.16 and a contingency of \$450,000.00;
 - b. Contract #T-286.48S001-3-02 for the redecking of Bridge EB-541 at MP 286.48, to the lowest responsive and responsible bidder, Deblin, Inc.; at a not-to-exceed amount of \$4,105,616.28 and a contingency of \$200,000.00;
 - c. Contract #EN-00279-03-04 for bridge repairs between MP 236.22 and MP 356.42, and MP H40.83 to MP H42.44, to the lowest responsive and responsible bidder, Bill Anskis Company, Inc.; at a not-to-exceed amount of \$2,500,000.00;
 - d. Contract #EN-00279-03-05 for bridge repairs between MP A20.00 and MP A130.64, to the lowest responsive and responsible bidder, Bill Anskis Company, Inc.; at a not-to-exceed amount of \$2,500,000.00;
 - e. Contract #EN-00279-03-02 for bridge repairs between MP 0.00 and MP 109.91, Toll I-376, Turnpike 576, Turnpike 43 and Turnpike 66, to the lowest responsive and responsible bidder, J.P.S. Construction Co., Inc.; at a not-to-exceed amount of \$1,750,000.00;
 - f. Contract #EN-00279-03-03 for bridge repairs between MP 109.91 and MP 236.22, to the lowest responsive and responsible bidder, New Enterprise Stone & Lime Co., Inc.; at a not-to-exceed amount of \$1,500,000.00.

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7. Approve the Change Orders and Final Payments for the items listed in memos "a" through "n":
 - a. Change Order #1 and Final Payment for Contract #EN-00245-03-03 for bridge repairs between MP 109.91 and MP 236.22 with Bill Anskis Company, Inc., for a decrease of \$298,250.47 to reflect the actual cost of the completed work authorizations; for a final contract value of \$1,201,749.53 and final amount due to the contractor of \$60,087.48;
 - b. Change Order #1 and Final Payment for Contract #EN-00250-03-03 for roadway and miscellaneous repairs between MP 0.00 and MP 122.18 with Eurovia Atlantic Coast, LLC; for a decrease of \$1,519,649.17 to reflect the actual cost of the completed work authorizations; for a final contract value of \$2,480,350.83 and final amount due to the contractor of \$124,017.54;
 - c. Change Order #5 and Final Payment for Contract #A-095.00R003-3-02 for bituminous resurfacing between MP A95.16 and MP A101.32 with New Enterprise Stone & Lime Co., Inc. for a decrease of \$2,505,650.67 to balance items to actual work completed; for a final contract value of \$16,992,932.21 and final amount due to the contractor of \$468,314.55;
 - d. Change Order #5 and Final Payment for Contract #T-299.00R002-3-02 for bituminous resurfacing between MP 299.12 and MP 306.40 with Reading Site Contractors for a decrease of \$2,269,320.54 to balance items to actual work completed and changes for excavation, superpave, sealing, asphalt adjustments, pavement patching, drainage, toll reimbursements and guiderail; for a final contract value of \$15,445,969.62 and final amount due to the contractor of \$415,733.40;
 - e. Change Order #4 and Final Payment for Contract #EN-00115-03-12 for installation of signs between MP 28.25 and MP 75.70 with Allison Park Contractors, Inc. for a decrease of \$20,003.10 to reflect the actual cost of the completed work authorizations; for a final contract value of \$434,277.76 and final amount due to the contractor of \$23,756.39;
 - f. Change Order #4 and Final Payment for Contract #T-302.00T001-3-05 for the elimination of Bridge EB-705 at MP 303.39 with J.D. Eckman, Inc. for an additional \$10,872.88 to balance items to actual work completed and changes for seeding and topsoil; for a final contract value of \$1,243,230.40 and final amount due to the contractor of \$36,491.74;
 - g. Change Order #2 and Final Payment for Contract #EN-00250-03-04 for roadway and miscellaneous repairs between MP 122.18 and MP 201.58 with New Enterprise Stone & Lime Co., Inc., for a decrease of \$319,651.59 to reflect the actual cost of the completed work authorizations; for a final contract value of \$7,930,348.41 and a final payment to the contractor of \$158,606.97;
 - h. Change Order #3 and Final Payment for Contract #T-010.00M001-3-3 for installation of pre-entry Intelligent Transportation Systems (ITS) between MP 13.00 and MP 201.00 with Bruce & Merrilees Electric Co., for a decrease of \$18,697.13 to balance the contract items to actual work completed and changes for tree clearing; for a final contract value of \$1,136,725.90 and final payment to the contractor of \$48,423.25;

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- i. **Change Order #1 for Contract #T-292.00R002-3-02 for bituminous resurfacing between MP 292.00 and 299.12 with Allan Myers, L.P., for an increase of \$193,848.50 to balance the contract items to actual work completed and changes for pavement patching, deck repairs and a 7-day time extension due to traffic restrictions during the July 4th holiday; for a revised-not-to-exceed amount of \$5,748,924.50;**
 - j. **Change Order #1 for Contract #T-056.56001-3-02 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 82-day time extension for additional deck repairs;**
 - k. **Change Order #3 and Final Payment for Contract #A-020.00M001-3-02 for installation of pre-entry Intelligent Transportation Systems (ITS) between MP A30.13 and MP A130.64 with Bruce & Merrilees Electric Co., for a decrease of \$64,645.72 to balance contract items to the actual work completed; for a final contract value of \$1,379,377.33 and final payment to the contractor of \$36,946.32;**
 - l. **Change Order #11 and Final Payment for Contract #T-085.00R003-3-02 for bituminous resurfacing between MP 84.93 and MP 94.13 and shoulder and slope work between MP 94.13 and MP 99.00 with Lindy Paving, Inc.; for a decrease of \$909,874.42 balance the contract items to the actual work completed; for a final contract value of \$26,075,965.00 and final payment to the contractor of \$521,519.30;**
 - m. **Change Order #8 and Final Payment for Contract #T-053.00T001-3-03 for replacement of Bridge WB-454 at MP 53.66 with Mosites Construction Company, for a decrease of \$4,938.70 to balance contract items to the actual work completed; for a final contract value of \$1,455,123.38 and final payment to the contractor of \$29,048.96;**
 - n. **Change Order #6 for Contract #S-006.00X002-3-15 for general construction for the Southern Beltway Maintenance Facility at MP S15.30 with Gito Inc., d/b/a Nello Construction Company for an increase of \$408,805.91 for undercutting at Building 1A and 1B required for proper capacity for the building foundations; for a revised not to exceed amount of \$14,816,374.80.**
- 8. Approve the negotiation and execution of Supplemental Agreement #1 with Mackin Engineering Company for design of the total reconstruction project from MP 49.00 to MP 53.00 for an additional \$13,000,000.00 to complete the final design for this four-mile reconstruction project; for a revised not-to-exceed amount of \$25,000,000.00.**