

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

FEBRUARY 18, 2025

11:00 A.M.

AGENDA

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

- B. Minutes – February 3, 2025**

- 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 advertising for Contract #T-322.00R001-3-02 for asphalt resurfacing between MP 322.22 and MP 324.25.**

- 2. Approve the negotiation and execution of an Amendment and Agreements for the items listed in memos “a” through “g”:**
 - a. Settlement Agreement and Release with Pennsylvania Department of Transportation (PennDOT); authorize the appropriate Commission officials to execute the necessary settlement documents and authorize payment of the settled amount;**

 - b. Authorize the Director of Traffic Engineering and Operations (TEO), with concurrence of the COO, to identify and recommend entering into emergency services agreements with fire and EMS companies for services across the PA Turnpike system; authorize TEO and Professional Services Procurement Department to prepare and negotiate the agreements as approved by the Legal Department; and authorize the appropriate Commission officials to execute the agreement as required;**

 - c. Supplemental Reimbursement Agreement with PECO Energy Company for electric facility relocation for Bridge EB-737 at MP 323.73, for an increase of \$215,153.24 due to higher labor and material costs; at a revised not-to-exceed cost of \$292,187.50;**

 - d. Supplemental Reimbursement Agreement with PECO Energy Company for electric facility relocation for Bridge EB-734 at MP 321.53, for an increase of \$466,253.52 due to higher labor and material costs; at a revised not-to-exceed cost of \$622,500.00;**

 - e. Supplemental Reimbursement Agreement with PECO Energy Company for electric facility relocation for Bridge EB-733 at MP 320.11, for an increase of \$156,329.60 due to higher labor and material costs; at a revised not-to-exceed cost of \$425,001.00;**

 - f. Agreement with Law Enforcement Services (LES), through May 2029, to continue obtaining registered vehicle owner address information necessary for issuing Toll by Plate invoices to customers as part of the Unified Back Office System (UBOS);**

 - g. Settlement Agreement and Release with John and Deborah Stover; authorize the appropriate Commission officials to execute the necessary settlement documents; and authorize payment of the workers’ compensation settled amount.**

- 3. Approve the Right-of-Way Requests for the items listed in memos “a” through “f”:**
 - a. Acquisition of Right-of-Way #6058-D1 (Cedar Hollow Properties, LP), a partial take parcel necessary for the Total Reconstruction project between MP 320.00 and MP 326.00 by authorizing payment of \$4,200.00 representing fair market value to Cedar Hollow Properties, LP; authorize the appropriate Commission officials to execute the temporary construction**

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easement agreement and other documents as 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 a temporary construction easement as approved by the Legal Department;

- b. Acquisition of Right-of-Way #6063-A (Margaret C. Bernhardt), a partial take parcel necessary for the Total Reconstruction project between MP 320.00 and MP 326.00 by authorizing payment of \$2,700.00 representing fair market value to Margaret C. Bernhardt; authorize the appropriate Commission officials to execute the temporary construction easement agreement and other documents as 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 a temporary construction easement as approved by the Legal Department;
- c. Acquisition of Right-of-Way #7079-O (Janice E. & James Dagle), a partial take parcel necessary for the I-95 Interchange project by authorizing payment of \$5,736.00 representing fair market value and pro-rated taxes to Janice E. & James Dagle; 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 owners is contingent upon the delivery of a deed as prepared by the Legal Department;
- d. Acquisition of Right-of-Way #7096-A (Philadelphia Electric Company), a partial take parcel necessary for the I-95 Interchange project by authorizing payment of \$15,428.00 representing fair market value and pro-rated taxes to Philadelphia Electric Company; 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;
- e. Approve the Settlement of Right-of-Way #1006-B (Earl E. & Betty J. Domer), a partial take parcel necessary for the Total Reconstruction project at MP 99.00 through MP 109.00, by authorizing payment of \$19,000.00 representing all statutory damages including delay, Section 710 fees and all damages related to the alleged de facto taking claim to Betty J. Domer; as reviewed and approved by the Legal Department;
- f. Acquisition of Right-of-Way #7097-I (MD Abu Akkas), a partial take parcel necessary for the I-95 Interchange project by authorizing payment of \$8,000.00 representing fair market value to MD Abu Akkas; authorize the appropriate Commission officials to execute the temporary construction easement agreement and other documents that may be required for closing;

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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 temporary construction easement as prepared by the Legal Department.

4. Approve the Change Orders and Final Payments for the items listed in memos "a" through "c":
 - a. Change Order #3 for Contract #EN-00115-03-09 for construction of tolling facilities between MP 290.70 and MP 330.60 with Road-Con, Inc. for a 102-day time extension due to delays with MP A-99.10 utility work, building layout issues, and MP A-112.50 and MP A-121.30 generator exhaust flexible connector delays;
 - b. Change Order #1 and Final Payment for Contract #EN-00286-03-06 for roadway and miscellaneous repairs between MP 299.98 and MP 356.42, between MP H-40.83 and MP H-43.44, and between MP A-20.00 and MP A-31.34 with J.D. Eckman, Inc. for a decrease of \$126,146.40 to reflect the actual cost of the completed work authorizations; for a final contract value of \$3,373,853.60 and final amount due to the contractor of \$168,692.68;
 - c. Change Order #21 and Final Payment for Contract #T-186.20S004-3-02 for rehabilitation of the Tuscarora Tunnel and Bridges B-561 and B-562 between MP 185.89 and MP 187.49 with Mosites Construction Company for a decrease of \$997,696.02 for normal quantity adjustments, generator exhaust credit, MPT costs for concrete coating repairs and modifications to the IT and lighting UPS's; for a final contract value of \$117,505,374.73 and final amount due to the contractor of \$410,616.32.

5. Approve the Award of Bids and the Issuance of Purchase Orders for the items listed in memos "a" through "e":
 - a. One (1) Mack dump truck, tandem axle, dual auger truck chassis and upfitting services, utilizing the Commonwealth's contracts with M&K Truck Center of Harrisburg, LLC and Somerset Welding & Steel, Inc. d/b/a J&J Truck Bodies Trailers & Truck Equipment; at a cost of \$336,178.00;
 - b. Maintenance of fixed gas detection systems for two years (March 1, 2025 through February 28, 2027), to the lowest responsive and responsible bidder, SL Technologies, Inc.; at a cost of \$300,000.00;
 - c. Cleaners & protectors' contract for one year (March 1, 2025 through February 28, 2026), to the lowest responsive and responsible bidder, The Berkebile Oil Co., Inc.; at a cost (plus contingency) of \$130,000.00;

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- d. **Seven (7) lane blades, utilizing the Commonwealth’s contract with J-Tech; at a cost of \$313,149.62;**
 - e. **One (1) Gradall XL5100V 6x4 excavator, utilizing the Commonwealth’s contract with Highway Equipment & Supply, Co.; at a cost of \$607,446.00.**
6. **Approve the Award of Contracts for the items listed in memos “a” through “d”:**
- a. **Contract #T-243.80F001-3-04 for electrical construction at the New Cumberland Maintenance facility, MP 243.80, to the lowest responsive and responsible bidder, Boro Developers, Inc. d/b/a Boro Construction; at a not-to-exceed amount of \$4,230,000.00 and a contingency of \$250,000.00;**
 - b. **Contract #T-243.80F001-3-03 for plumbing construction at the New Cumberland Maintenance facility, MP 243.80, to the lowest responsive and responsible bidder, Vision Mechanical, Inc.; at a not-to-exceed amount of \$2,729,536.00 and a contingency of \$175,000.00;**
 - c. **Contract #T-243.80F001-3-02 for general construction at the New Cumberland Maintenance facility, MP 243.80, to the lowest responsive and responsible bidder, Heim Construction Co., Inc.; at a not-to-exceed amount of \$40,038,463.00 and a contingency of \$2,500,000.00;**
 - d. **Contract #T-243.80F001-3-05 for HVAC construction at the New Cumberland Maintenance facility, MP 243.80, to the lowest responsive and responsible bidder, Master Mechanical Corporation; at a not-to-exceed amount of \$2,835,100.00 and a contingency of \$175,000.00.**
7. **Approve amending the pool of advisory services to include Milligan Partners.**
8. **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” through “d”:**
- a. **RFP #6100012506, Statewide Work Zone Speed Safety Camera (WZSSC) program; the highly recommended firm:**
 - **Staff Briefing**
 - **Deliberation**
 - b. **T00279, Material Inspection and Testing Services – East; the highly recommended firm:**
 - **Staff Briefing**
 - **Deliberation**

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- c. T00280, Construction Management & Inspection Roadway & Bridge Reconstruction between MP 319.78 to MP 324.65; the highly recommended firms in alphabetical order:**
 - **Staff Briefing**
 - **Deliberation**

- d. T00270, Design Services for the Roadway and Bridge Reconstruction between MP 160.00 to MP 163.00 and Breezewood Interchange; the highly recommended firms in alphabetical order:**
 - **Staff Briefing**
 - **Deliberation**