

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

JUNE 6, 2023

11:00 A.M.

AGENDA

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

- B. Minutes-May 16, 2023**

- C. Communication - Memo received from the Chief Counsel**

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

1. **Approve payment for the E-ZPass Interoperability Hub assessment for 2023 in the amount of \$50,000.00.**
2. **Approve the negotiation and execution of Agreements and Amendments for the items listed in memos “a” through “g”:**
 - a. **Reimbursement Agreement with Eastern Penn Railroad (railroad) to reimburse the railroad the cost for flagging and protective services necessary during the repairs of Bridge DB-252 at MP H42.35; at a total not-to-exceed amount of \$250,000.00;**
 - b. **Agreement with Somerset Township Municipal Authority for a right of way through Commission owned property to extend its utility at North Center Avenue, Somerset;**
 - c. **Amendment to our agreement with Verra Mobility (formally Redflex Traffic Systems, Inc.) for the Automated Work Zone Speed Enforcement (AWZSE) program, exercising the option to renew the agreement through February 16, 2025; for a not-to-exceed amount of \$1,800,000.00 split between the Commission and PennDOT;**
 - d. **Settlement Agreement and Release with Joseph B. Fay Company, and accept payment of the settled amount;**
 - e. **Settlement Agreement and Release with Hempt Bros., Inc., and approve payment of the settled amount;**
 - f. **Amendment to our agreement with Milliman for Medicare Part D Attestation, exercising the option to renew the agreement for an additional two-years (October 7, 2023 - October 26, 2025); at an approximate cost of \$13,000.00;**
 - g. **Amendment to our agreement with Trion for COBRA Administration, exercising the option to renew the agreement for an additional three-years (September 2023-August 2026); at an approximate cost of \$10,000.00.**
3. **Approve the Right-of-Way requests for the items lists in memos “a” through “e”:**
 - a. **Acquisition of Right-of-Way #14S276 (United States Steel Corporation - William P. Hinckley), a partial take parcel necessary for the construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$33,308.50 representing fair market value and pro-rated taxes to United States Steel Corporation; 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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- b. Acquisition of Right-of-Way #14S084 (Century Business Centre Partners - James D. Slovonik, Ronald F. Talarico and Dennis J. Sipe), a partial take parcel necessary for the construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$5,278.00 representing fair market value and pro-rated taxes to Century Business Centre Partners; also authorize payment of \$181.75 representing recording fees to Allegheny County Department of Real Estate; 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 #14S288 (Peoples Natural Gas Company, LLC, formally Equitable Gas Company - Paul W. Becker and Michael C. Turzai), a partial take parcel necessary for the construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$16,697.50 representing fair market value, pro-rated taxes and business move damages to Peoples Natural Gas Company, 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 is contingent upon the delivery of a deed as prepared by the Legal Department;**
- d. Acquisition of Right-of-Way #14S350 (Riverlift Industries, Inc. - Robert Schaefer), a total take parcel necessary for the construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$181,833.96 representing fair market value, pro-rated taxes and recording fees to Fee Simple Settlement, as escrow agent; also authorize payment of \$3,750.00 representing Section 710 damages to Riverlift Industries, Inc.; authorize the appropriate Commission officials to execute the Agreements 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 is contingent upon the delivery of a deed as prepared by the Legal Department;**
- e. Adopt the proposed Property Acquisition for Right-of-Way #14S290 (Glenwood and Dravosburg Electric Street Railway Company), a total take parcel necessary for the construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$8,000.00 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.**

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4. **Approve advertising for the items listed in memos “a” through “c”:**
 - a. **Mechanical and electrical maintenance services for the Central Administration Building (CAB), the CAB Annex, Turnpike Industrial Park Building, the Steelton warehouse and East Park Drive Building;**
 - b. **Contracted Spill Response Team services from MP 0.00 to MP 179.40, MP G0.00 to MP G13.40; MP 286.10 to the Delaware River Bridge; I-95, and MP A20.00 to MP A130.60.**
 - c. **Open-end construction management and construction inspection services between MP 0.00 and MP 200.00, I-376, Turnpike 576, Turnpike 66 and Turnpike 43.**

5. **Approve the Issuance of Purchase Orders for the items listed in memos “a” through “c”:**
 - a. **Tenable Security Maintenance software support and SC Vulnerability Management Solution, exercising the option to renew the agreement with SHI International Corp. (through June 15, 2024); at a cost of \$166,515.75;**
 - b. **Mimecast Email Cloud services and support, exercising the option to renew the agreement with SHI International Corp. (through June 15, 2024); at a cost of \$121,195.42;**
 - c. **Fuel storage tank cleaning services, exercising the option to renew the agreement with Brad’s Fuel Filtering Inc. (through June 30, 2024); at a cost of \$140,000.00.**

6. **Approve the amended delegated authority and approve delegate authority for the items listed in memos “a” and “b”:**
 - a. **Amend the previously approved agenda item (September 5, 2006; G-4) that authorized the Chief Engineer or his designee to execute Utility Relocation Letter agreements up to \$25,000.00, to increase the authorized amount to \$50,000.00;**
 - b. **Authorize the Chief Technology Officer to negotiate and execute Task Orders with Plenary Broadband Infrastructure for the design and construction of fiber optic expansion projects; all task orders will be reviewed and approved by the Legal Department.**

7. **Approve Change Orders and Final Payments for the items listed in memos “a” through “e”:**
 - a. **Final Payment for Contract #S-006.00X002-3-09 for construction of the Southern Beltway SR 0576, Section 55C1 between MP S14.24 and MP S16.06 with The Beaver Excavating Company; for a final contract value of \$98,871,319.95 and final amount due to the contractor of \$6,669.20;**

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- b. **Change Order #7 for Contract #T-228.54S001-3-02 for redecking of Bridge EB-203 at MP 241.96 with Deblin, Inc. for a decrease of \$6,889.67 for normal quantity adjustments to balance out the subbase item; for a final contract value of \$15,752,674.84 no final payment due as all values have been paid;**
 - c. **Change Order #7 and Final Payment for Contract #T-355.00P002-3-06 for the replacement of Bridge DB-242 (S-36013) at MP 355.62 with Allan Myers, L.P. for an increase of \$1,689.50 for replacement of two damaged post mounted Type B signs; for a final contract value of \$10,903,328.58 and a final amount due to the contractor of \$1,689.50;**
 - d. **Final Payment for Contract #S-006.00X002-3-17 for electrical work for the Southern Beltway Maintenance facility at MP S15.30 with Schultheis Electric, Inc.; for a final contract value of \$3,216,424.31 and final amount due to the contractor of \$86,885.59;**
 - e. **Final Payment for Contract #S-006.00X002-3-07 for construction of Southern Beltway SR 0576, Section 55A2 between MP S8.75 and MP S11.45 with Trumbull Corporation; for a final contract value of \$119,217,745.35 and final amount due to the contractor of \$10,000.00.**
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" and "b":**
- a. **T00225/T00226, Construction Inspection Service from MP 200.00 - Delaware River Bridge and MP A20.00 - A131.00;**
 - b. **T00239, Construction management and inspection services for facility projects.**