

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

NOVEMBER 19, 2024

11:00 A.M.

AGENDA

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

- B. Minutes – November 5, 2024**

- 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 2025 E-ZPass Interagency Group's (IAG) annual assessment for our participation in the E-ZPass Interagency Group, in the amount of \$80,000.00.**

2. **Approve the negotiation and execution of Agreements and an Amendment for the items listed in memos "a" through "d":**
 - a. **Amendment to our agreements with Public Resources Advisory Group (PRAG) and Phoenix Capital (Phoenix) for financial advisory services, exercising the option to renew the agreements for an additional one year (January 2025 – January 2026); at an approximate cost of \$125,000.00;**

 - b. **Supplemental Agreement with General Dynamics IT for Electronic Bidding System administration for an additional \$89,086.00 to comply with Commission policy and procedures;**

 - c. **Easement Agreement with the Township of Caernarvon Sewer Authority (Authority) to permit the Authority access to Commission-owned property that is currently leased to Morgantown 12 LLC (former Old Morgantown Interchange), for placement and maintenance of the Authority's lines;**

 - d. **Reimbursement Agreement with Pennsylvania American Water Company (PAWC) to reimburse PAWC the cost for the utility relocation work necessary for construction of the Mon/Fayette Expressway, Section 53-B1A; at a not-to-exceed amount of \$645,125.00.**

3. **Approve the Right-of-Way Requests for the items listed in memos "a" through "h":**
 - a. **Acquisition of Right-of-Way #7097-W (Albert J. & Lisa A. Belardino), a partial take parcel necessary for construction of the I-95 Interchange by authorizing payment of \$6,136.00 representing fair market value and pro-rated taxes to Albert J. & Lisa A. Belardino; 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;**

 - b. **Acquisition of Right-of-Way #5115-RA (T. Clarke & Irene S. Spain, Jr.), a partial take parcel necessary for the total reconstruction project from MP 298.00 to MP 302.00 by authorizing payment of \$31,393.00 representing fair market value and pro-rated taxes to T. Clarke & Irene S. Spain, Jr.; also authorize payment of \$82.00 representing recording fees to Berks County Recorder of Deeds Office; 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**

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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 approved by the Legal Department;

- c. Acquisition of Right-of-Way #5115-RB (Renkert Oil, LLC), a partial take parcel necessary for the total reconstruction project from MP 298.00 to MP 302.00 by authorizing payment of \$2,200.00 representing fair market value to Renkert Oil, LLC; 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 approved by the Legal Department;
- d. Settlement of Right-of-Way #14129-A (Jerry Mazza), a partial take parcel necessary for construction of the Southern Beltway, Rt. 22 to I-79, by authorizing payment of \$60,137.36 representing settlement funds to Jerry Mazza and Sherrade, German & Kelly, P.C.; authorize the appropriate Commission officials to execute the Settlement Agreement and General Release as reviewed and approved by the Legal Department, and any other documents required to effectuate the settlement; and payment of settlement funds is contingent upon the delivery of an executed Settlement Agreement and General Release as approved by the Legal Department;
- e. Acquisition of Right-of-Way #7094-A (Danari Bensalem, LLC), a partial take parcel necessary for construction of the I-95 Interchange by authorizing payment of \$9,400.00 representing fair market value to Danari Bensalem, LLC; 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. Acquisition of Right-of-Way #7110-F (Steven T. & Joanne M. Jordan), a partial take parcel necessary for construction of the I-95 Interchange by authorizing payment of \$4,800.00 representing fair market value to Steven T. & Joanne M. Jordan; 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 a Temporary Construction Easement as prepared by the Legal Department;
- g. Acquisition of Right-of-Way #7090-A2 (Hucaluk Property Management, LLC), a total take parcel necessary for construction of the I-95 Interchange by authorizing payment of \$2,004.18 representing fair market value and pro-rated taxes to Hucaluk Property Management, 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;

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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. Acquisition of Right-of-Way #8268-A1 (D.R. Horton, Inc.), a total take parcel necessary for the total reconstruction project from MP A53.00 to MP A57.00 by authorizing payment of \$577,773.77 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 and to authorize the payment of additional statutory damages as calculated by the Right-of-Way Administrator and approved by the Chief Counsel. 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 the negotiation and execution of the Supplemental Agreements for the items listed in memos "a" through "c":

- a. Supplemental Agreement #2 with Jacobs Engineering Group, Inc. for Cashless Tolling Open Road Tolling (ORT), for an additional \$1,500,000.00 to finalize the designs for interchanges between MP 331.00 and MP 352.00 and MP A20.00, additional ramps, overhead sign structures, an additional ORT site at Neshaminy Falls, and to complete construction consultation during construction; for a revised not-to-exceed amount of \$6,500,000.00;
- b. Supplemental Agreement #1 with TranSystems for Cashless Tolling Open Road Tolling (ORT), for an additional \$1,500,000.00 to finalize the designs for interchanges between MP A31.00 and MP A74.00 and to complete construction consultation during construction; for a revised not-to-exceed amount of \$4,000,000.00;
- c. Supplemental Agreement #2 with WSP USA, Inc. for preliminary and final design for the I-95/I-276 Interchange, for an additional \$5,000,000.00 to complete the final design for the western project, demolition of the Neshaminy Toll Plaza, construction of a new ORT gantry and construction consultation during construction; for a revised not-to-exceed amount of \$11,000,000.00.

5. Approve the Issuance of Purchase Orders for the items listed in memos "a" through "d":

- a. Delineator reflectors and hardware, exercising the option to renew the agreements for an additional year (January 2025 – December 2025):

Artuk	\$300,000.00
Pexco	25,000.00
UniqueSource	200,000.00
Contingency	<u>150,000.00</u>
TOTAL AWARD/CONTINGENCY	\$675,000.00

F. NEW BUSINESS

- b. One post pounder truck, utilizing the Commonwealth's contract with Freightliner WS of Harrisburg; at a cost of \$284,061.00;**
 - c. Ten (10) trades vans and six (6) cargo vans, utilizing the Commonwealth's contract with Ciocca Chevrolet; at a cost of \$863,380.00;**
 - d. Seven (7) responder vehicles, utilizing the Commonwealth's contract with Ciocca Chevrolet; at a cost of \$631,876.00.**

- 6. Approve Change Order #8 for Contract #A-037.50T001-3-02 for roadway and bridge reconstruction from MP A37.39 to MP A43.33 with Trumbull Corporation, for an increase of \$8,384,272.35 for normal quantity adjustments, drilled caissons, stream work, pile driving, undercutting, excavation, basin work, EPO 54 access, erosion and sediment control, seeding and soil supplements, drainage, microduct conduit, impact attenuator repair, waste hauling, removal of unsuitable embankment, borrow material and soil samples; for a revised not-to-exceed amount of \$211,641,525.92.**

- 7. Approve the award of service and authorize the negotiations and execution of an agreement with the selected firm for T00271, in-depth tunnel inspection:**
 - Modjeski and Masters, Inc.-AWARDED**