

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL MEETING

OCTOBER 1, 2024

11:00 A.M.

AGENDA

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

- B. Minutes – September 17, 2024**

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

- D. Personnel**

- E. Unfinished Business**

F. NEW BUSINESS

- 1. Adopt revisions to Policy 3.10, Code of Conduct, to replace references to the Chief Compliance Officer with the Chief Counsel of the Commission (or as determined by the Chief Executive Officer if the matter involves the Legal Department) and to update employee titles consistent with the organizational chart under Section 3.9 of the Definitions section.**

- 2. Approve the negotiation and execution of an Agreement and Amendments for the items listed in memos “a” through “c”:**
 - a. Reimbursement Agreement with National Railroad Passenger Corporation (Amtrak) for the Commission to reimburse Amtrak for the engineering work necessary for the replacement of the Delaware River Bridge; at an estimated cost of \$190,461.25;**

 - b. Amendment to our reimbursement agreement with Norfolk Southern Railroad (railroad) for engineering services for the replacement of the Beaver River Bridge, to include providing engineering services, site inspection and construction engineering review of work performed by the contractor in and around the piers of overhead bridges WB-207 and WB-208, which carry the railroad tracks over the Turnpike mainline;**

 - c. Amendment to our agreement with HireImage for pre-employment background services (through January 31, 2025), for an additional \$20,000.00 due to increased and services provided.**

- 3. Approve the Right-of-Way requests for the items listed in memos “a” through “d”:**
 - a. Settlement of acquisition of Right-of-Way #6011-A (Marsh Creek Tree Farm, LLC), a partial take parcel necessary for the total reconstruction from MP 302.00 to MP 308.00 by authorizing payment of \$21,010.50 representing fair market value and pro-rated taxes to Marsh Creek Tree Farm, 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;**

 - b. Memorandum of Understanding between the Commission and the Montgomery County Transportation Authority (Authority) for the Commission to transfer 1,734 square feet, fee simple, required right-of-way for Ridge Road; 268 square feet, easement, required slope easement; and 684 square feet, required temporary construction easement to the Authority, in exchange for the Authority transferring property to the Commission necessary for the Lafayette Street Slip Ramp Connector; transfer of property to the Authority is contingent upon the receipt of a deed, as prepared by the Legal Department, for property interest required for the Lafayette Street Slip Ramp Connector Project;**

F. NEW BUSINESS

- c. **Acquisition of Right-of-Way #14S288A (Peoples Natural Gas Company, LLC; Kenneth M. Johnston; Preston D. Polsar), a partial take parcel necessary for the construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$507.50 representing fair market value and pro-rated taxes to Peoples Natural Gas Company, LLC; 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 to the property owner is contingent upon the delivery of a deed as prepared by the Legal Department;**
- d. **Adopt the proposed Property Acquisition Resolution for Right-of-Way #3383-RB (TLC Properties a/k/a Lamar Advertising), a partial take parcel necessary for the reconstruction of the New Cumberland Maintenance facility by authorizing payment of \$54,300.00 representing estimated just compensation to counsel named at a later date; and authorize payment of statutory damages and costs as calculated by the Legal Department and approved by the Chief Counsel.**

4. Approve the Change Orders and Final Payments for the items listed in memos “a” through “c”:

- a. **Change Order #1 and Final Payment for Contract # T-263.00R002-3-02 for asphalt resurfacing between MP 262.99 and MP 268.35 with New Enterprise Stone & Lime Co., Inc., for a decrease of \$488,869.55 for normal quantity adjustments, slab jacking, pavement markings, drainage and price adjustments for diesel fuel and asphalt materials; for a final contract value of \$13,809,429.43 and final payment due to the contractor of \$511,042.08;**
- b. **Change Order #4 and Final Payment for Contract # T-161.50R001-3-02 for asphalt resurfacing and concrete median barrier replacement for the Breezewood Connector with New Enterprise Stone & Lime Co., Inc., for an increase of \$12,519.01 for normal quantity adjustments and median barrier tie-in; for a final contract value of \$10,073,466.51 and final payment due to the contractor of \$229,269.32;**
- c. **Change Order #1 and Final Payment for Contract # M-052.50X002-3-17 for installation of pre-entry Intelligent Transportation Systems between MP M50.93 and MP M54.04 with Bruce and Merrilees Electric Company, for a decrease of \$52,443.83 for normal quantity adjustments; for a final contract value of \$571,515.72 and final payment due to the contractor of \$41,600.30.**

5. Approve Award of Bids and Issuance of Purchase Orders for the items listed in memos “a” through “f”:

- a. **Air compressor services for one year (October 2024 – September 2025), utilizing the Commonwealth’s contract with Blue Mountain Air Compressor Services, LLC; at a cost of \$132,875.00;**

F. NEW BUSINESS

- b. Payment Card Industry (PCI) consulting services, utilizing the Commonwealth’s contract with Optiv Security, Inc.; at a cost of \$213,915.06;
- c. HEVI electric loader and fast charger, with HEVI Corp.; at a cost of \$325,850.00;
- d. Re-tread tires, exercising the option to renew the agreement for an additional year (November 2024 – October 2025) with Good Tire Service, Inc.; at a cost of \$160,000.00;

- e. Gasoline, to the lowest responsive and responsible bidders for one year (November 2024 – October 2025), and approval for staff movement of funds between contracts as needed during the contract term:

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|-------------------------|-------------------|--|
| Glassmere Fuel Service | \$ 226,000.00 | Donegal, and Kegg |
| Petroleum Traders Corp. | 1,930,000.00 | Homewood, Gibsonia, Jefferson Hills, Harrison City, Greensburg, Searights, Southern Beltway, Everett, Burnt Cabins, Newville, New Cumberland, Mt Gretna, Bowmansville, Devault, Trevoise, and Slatington |
| Sunoco, LLC | 267,000.00 | Pocono, and Wyoming Valley |
| Riggins, Inc. | 99,000.00 | Quakertown |
| Contingency | <u>631,000.00</u> | |
| TOTAL AWARD/CONTINGENCY | \$3,153,000.00 | |

- f. Microsoft 365 GCC to commercial migration, utilizing the cooperative purchasing agreement with Core BTS to Core BTS, Inc.; at a cost of \$1,672,094.72.

6. Approve the Award of Contracts for the items listed in memos “a” and “b”:

- a. Contract #EN-00331-03-02 for bridge repairs between MP 0.00 and MP 122.18, Toll I-376, Turnpike 576, Turnpike 43 and Turnpike 66, to the lowest responsive and responsible bidder Allison Park Contractors, Inc.; at a not-to-exceed amount of \$2,000,000.00;
- b. Contract #EN-00331-03-03 for bridge repairs between MP 122.18 and MP 300.00, to the lowest responsive and responsible bidder, Bill Anskis Company, Inc.; at a not-to-exceed amount of \$2,000,000.00.

7. Approve amending the Commission’s Records Retention schedule to reflect a change to records class FE130 (Access and Security) to update the activity event description from “the date the record was created” to “the date the key/badge/transponder is returned”.