

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL MEETING**

**OCTOBER 17, 2023**

**11:00 A.M.**

**AGENDA**

- A. Roll Call**
  - Sunshine Announcement**
  - Public Participation**
  
- B. Minutes-October 3, 2023**
  
- 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 the Change Orders and Final Payments for the items listed in memos “a” through “e”:
  - a. Change Order #3 and Final Payment for Contract #T-144.95R001-3-02 for asphalt resurfacing between MP 144.95 and MP 149.23 with New Enterprise Stone & Lime Co., Inc. for a decrease of \$10,321.72 for normal quantity adjustments and liquidated damages; for a final contract value of \$9,381,432.19 and final amount due to the contractor of \$207,098.11;
  - b. Change Order #26 for Contract #S-006.00X002-3-10 for construction of the Southern Beltway SR 0576, Section 55C2-1 between MP S17.04 and MP S19.23 with Walsh Construction Company for an increase of \$1,018,013.85 for normal quantity adjustments, traffic control, drainage, single face barrier, shoring abutments, E&S control, PADEP 102 permit work, saw cutting clean-up, permanent median crossover, overhang changes and subbase sealant; for a revised not-to-exceed amount of \$190,734,606.14;
  - c. Change Order #1 and Final Payment for Contract #A-105.44R001-3-02 for asphalt resurfacing of the Wilkes-Barre Interchange ramps with New Enterprise Stone and Lime Co., Inc. for a decrease of \$134,173.56 for normal quantity adjustments to balance contract items to the actual work completed, additional pavement markings, and a 41-day time extension; for a final contract value of \$2,354,313.14 and final amount due to the contractor of \$209,171.96;
  - d. Change Order #3 and Final Payment for Contract #EN-00282-03-07 for roadway and miscellaneous repairs between MP A31.34 and MP A130.64 with J.D. Eckman, Inc., to reflect the actual cost of the completed work authorizations; for a final contract value of \$7,841,552.00 and final amount due to the contractor of \$78,415.52;
  - e. Change Order #1 and Final Payment for Contract #EN-00279-03-05 for bridge repairs between MP A20.00 and MP A130.64 with Bill Anskis Co., Inc., for a decrease of \$124,511.25 to reflect the actual cost of the completed work authorizations; for a final contract value of \$2,375,488.75 and final amount due to the contractor of \$23,754.89.
2. Approve the negotiation and execution of the Agreements and an Amendment for the items listed in memos “a” and “b”:
  - a. Assignment Agreement with Navarro & Wright Consulting Engineer, Inc. (N&W) to assign its geotechnical drilling group services contracts to NexTerra Subterranean, Inc. due to NexTerra Subterranean, Inc.’s acquisition of N&W’s Geotechnical Drilling Group services;
  - b. Amendment to the Agility Agreement with Pennsylvania Department of Transportation (PennDOT) to share best practice ideas, resources, as well as work jointly through the agility work plan process; exercising the option to renew the agreement for an additional year (through December 2024).

F. NEW BUSINESS

3. **Approve the Right-of-Way requests for the items listed in memos “a” through “c”:**
  - a. **Adopt the proposed Property Acquisition Resolution for Right-of-Way #8268-A (D.R. Horton, Inc.), a partial take parcel necessary for total reconstruction from MP A53.00 to MP A57.00, by authorizing payment of \$164,937.50 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;**
  - b. **Extension of a Temporary Construction Easement for Right-of-Way #12082-L1 (CSX Transportation, Inc.), for the Beaver River Bridge replacement project, to extend the term of the easement for an additional three (3) years, authorizing payment of \$11,016.00 representing fair market value to CSX Transportation, Inc.; authorize the appropriate Commission officials to execute the required Temporary Construction Easement Agreement and other documents that may be required for closing; authorize the payment of additional statutory damages as calculated by the Right-of-Administrator and approved by the Chief Counsel; and payment of fair market value is contingent upon the delivery of a Temporary Construction Easement Agreement as approved by the Legal Department;**
  - c. **Acquisition of Right-of-Way #7015-RD (Wayne R. & Nancy J. Stephenson), a partial take parcel necessary for the Buck Road Bridge replacement project at MP 348.25, by authorizing payment of \$21,526.29 representing fair market value and pro-rated taxes to Wayne R. & Nancy J. Stephenson; 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.**
  
4. **Approve advertising for the items listed in memos “a” and “b”:**
  - a. **Application Development Work Order Services;**
  - b. **Cell Tower Lease Consultant.**
  
5. **Approve the Award of Bids and the Issuance of Purchase Orders for the items listed in memos “a” through “e”:**
  - a. **Splunk Cloud Subscription, exercising the option to renew the agreement for an additional year (through September 29, 2024) with Insight Public Sector, Inc.; at a cost of \$125,675.00.**
  - b. **Intelligent Transportation Systems and IoT eastern roadside fiber optic network equipment to connect roadside devices between Plymouth Maintenance Facility and Trevoise Maintenance Facility onto the new distribution fiber, utilizing the Commonwealth’s contract with ePlus Technology, Inc.; at a cost of \$475,384.75;**

F. NEW BUSINESS

- c. Tire re-tread contract, exercising the option to renew the agreement for an additional year (November 2023 – October 2024) with Good Tire Services; at a cost of \$140,000.00;
- d. Swaploader stakebody with liftgate, Swaploader rollback with beavertail and Swaploader SL222; utilizing the Commonwealth’s contract with US Municipal Supply Inc.; at a cost of \$160,879.00;
- e. Motor oil, grease and lubricants (November 2023 - October 2024), to the lowest responsive and responsible bidders; and approval for staff movement of funds between contracts as needed during the contract term:

PetroChoice LLC	\$ 22,000.00
PPC Lubricants Inc.	\$ 48,000.00
Safety-Kleen System, Inc.	\$155,000.00
CONTINGENCY	<u>\$ 25,000.00</u>
TOTAL	\$250,000.00

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

- a. Contract #EN-00309-03-04 for bridge repairs between MP 236.22 and MP 356.42 and between MP H40.38 and MP H43.44, to the lowest responsive and responsible bidder, J.P.S. Construction Co., Inc.; at a not-to-exceed amount of \$2,500,000.00;
- b. Contract #EN-00309-03-05 for bridge repairs between MP A20.00 and MP A130.64, to the lowest responsive and responsible bidder, J.P.S. Construction Co., Inc.; at a not-to-exceed amount of \$2,500,000.00;
- c. Contract #EN-00309-03-02 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 \$1,500,000.00;
- d. Contract #EN-00309-03-03 for bridge repairs between MP 109.91 and MP 236.22, to the lowest responsive and responsible bidder, J.P.S. Construction Co., Inc.; at a not-to-exceed amount of \$1,500,000.00;
- e. Contract #A-105.11S001-3-02 for replacement of bridge #NB-637 at MP A105.11 and replacement of bridge #NB-638 at MP A105.33, to the lowest responsive and responsible bidder, H&K Group, Inc.; at a not-to-exceed amount of \$15,727,892.81 and a contingency of \$750,000.00;
- f. Contract #M-052.50X002-3-16 for construction of the Mon/Fayette Expressway SR 0043, Section 53A2 between MP M54.27 and MP M57.53, to the lowest responsive and responsible bidder, Trumbull Corporation; at a not-to-exceed amount of \$165,542,113.76 and a contingency of \$8,000,000.00.

F. NEW BUSINESS

7. **Approve the award of services and authorize the negotiation and execution of an agreement/agreements with the selected firm/firms for the items listed in memos “a” through “c”:**
  - a. **T00248, Open-end construction management and inspection services between MP 0.00 and MP 200.00, I-376, Turnpike 576, Turnpike 66 and Turnpike 43:**
    - **Stahl Shaeffer Engineering-AWARDED**
    - **H.W. Lochner, Inc.**
    - **Quality Engineering Solutions, Inc.**
  - b. **T00249, CY 2024-2025 systemwide biennial bridge inspection:**
    - **STV Incorporated-AWARDED**
    - **WSP USA Inc.**
    - **Larson Design Group, Inc.**
  - c. **RFP #10874, contracted spill response team-Area 5:**
    - **Rapid Response and Environmental Waste Minimization, Inc.-AWARDED**