

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL MEETING**

**SEPTEMBER 20, 2022**

**11:00 A.M.**

**AGENDA**

- A. Roll Call**
  - Sunshine Announcement**
  - Public Participation**
  
- B. Minutes-September 6, 2022**
  
- 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 proposed Records Retention schedule; the revision modifies the Records Class ETC100 “Pan Tilt Zoom Cameras and Digital Auto Systems” from a 1-year retention period to a 90-days retention period; this change aligns this records class with the retention period of other video monitoring devices.**
  
2. **Approve the negotiation and execution of the amendment to our agreement with Bucks County through the Bucks County District Attorney’s Office to prosecute theft of services and fare evasion crimes (occurring on the Turnpike) in Bucks and Montgomery counties; exercising the option to renew the agreement for an additional year, at a cost of \$153,600.00.**
  
3. **Approve the Right-of-Way requests for the items listed in memos “a” through “e”:**
  - a. **Acquisition of Right-of-Way #6003-B (Raymond C. & Kasey D. Nestorick, f/n/a Kasey Kilkenny), a partial take parcel necessary for the total reconstruction project from MP 298.00 to MP 302.00 by authorizing payment of \$9,058.50 representing fair market value, pro-rated taxes and Section 710 fees to Raymond C. and Kasey D. Nestorick; 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 #14S444 (Gary J. Williams and Jeffrey J. Fenton), a partial take parcel necessary for construction of the Mon-Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$1,000.00 payable to Gary J. Williams representing half of the fair market value and also authorize payment of \$1,000.00 payable to Jeffrey J. Fenton representing half of the fair market value; 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;**
  
  - c. **Acquisition of Right-of-Way #14S647 (RIDC Southwestern Pennsylvania Growth Fund), a partial take parcel necessary for construction of the Mon-Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$18,559.50 representing fair market value and pro-rated taxes to RIDC Southwestern Pennsylvania Growth Fund; 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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- d. Acquisition of Right-of-Way #14S201 (GNN, LP; Members-Henry Wang-Trustee), a partial take parcel necessary for construction of the Mon-Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$101,091.75 representing fair market value, pro-rated taxes and recording fees to Fee Simple Settlement LLC., escrow agent, also authorize payment of \$4,000.00 representing Section 710 fees to Tarasi & Tarasi, P.C.; 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;
  - e. Acquisition of Right-of-Way #6003-C (TKO Management, LLC; Members-Kevin Krick, Andrew P. Krick), a partial take parcel necessary for the total reconstruction project from MP 298.00 to MP 302.00 by authorizing payment of \$131,140.47 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; 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.
4. Approve advertising for open-end communication tower engineering services contract to perform inspection, design and evaluation services for PTC communication towers systemwide.
5. Approve the Award of Bids, Change Orders and the Issuance of Purchase Orders for the items listed in memos "a" through "k":
- a. Sixteen (16) MASH trailer mounted attenuators and four (4) truck mounted attenuators; utilizing the Commonwealth's contract with Traffix Devices, Inc.; at a cost of \$631,630.56;
  - b. Hewlett Packard server purchase, maintenance support and software license with Hewlett Packard Enterprise Co., to cover expansion of servers and additional WMWare servers; at a cost of \$78,398.50;
  - c. Microdesk Q3 & Q4 Pilot Project Support & SME services; utilizing the Commonwealth's contract with Microdesk, Inc.; at a cost of \$178,679.44;
  - d. Anti-skid material, to the lowest responsive and responsible bidders:

Glacial Sand & Gravel	\$ 20,860.00
New Enterprise Stone & Lime	<u>\$110,765.00</u>
TOTAL AWARD	\$131,625.00
  - e. Three hundred (300) IT EOL edge switches for the Western fiber network, utilizing the Commonwealth's contract with ePlus Technology, Inc.; at a cost of \$1,552,376.63;

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- f. **Insight Technology for hardware, software and professional services with Insight (procured via the OMNIA Partners cooperative purchase agreement), to cover extension of Axcelerate coverage through August 2025; at a cost of \$330,493.00;**
  - g. **Qlik software maintenance, exercising the option to renew the agreement with Carahsoft Technology Corporation for an additional year (November 2022 - October 2023); at a cost of \$170,205.31;**
  - h. **F5 Load balancer upgrade and replacement of hardware and license/support with ePlus Technology, Inc., to cover professional services for deployment of F5 WAF functionality; at a cost of \$485,874.05;**
  - i. **Splunk Enterprise security incident event monitoring with CDW Government LLC/CDW LLC, to cover enhancements to start up a Splunk online instance to collect our cloud logs and augment our Splunk services; at a cost of \$170,131.12;**
  - j. **Veeam software and backup maintenance, exercising the option to renew the agreement with ePlus Technology, Inc. through October 28, 2023; at a cost of \$98,752.16;**
  - k. **Gilbarco VeederRoot maintenance support and hosting (October 2022 – September 2026) with Gilbarco Veeder-Root/Gilbarco, Inc.; at a cost of \$337,000.00.**
6. **Approve the Award of Contracts for the items listed in memos “a” and “b”:**
- a. **Contract #EN-00284-03-04 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-00284-03-05 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.**
7. **Approve Change Orders and Final Payments for the items listed in memos “a” through “e”:**
- a. **Change Order #1 and Final Payment for Contract #EN-00277-03-06 for roadway and miscellaneous repairs between MP 299.98 and MP 356.42, MP H40.83 and MP H43.44, and MP A20.00 and MP A31.34 with J.D. Eckman, Inc. for a decrease of \$1,332,584.92 to reflect the actual cost of the completed work authorizations; for a final contract value of \$3,667,415.08 and final amount due to the contractor of \$183,370.75;**

F. NEW BUSINESS

- b. **Change Order #1 for Contract #EN-00282-03-07 for roadway and miscellaneous repairs between MP A31.34 and MP A130.64 with J.D. Eckman, Inc. for an increase of \$1,750,000.00 for unanticipated roadway repairs due to deteriorating pavement conditions; for a revised not-to-exceed amount of \$7,750,000.00;**
  - c. **Change Order #5 and Final Payment for Contract #A-037.50T001-3-04 for replacement of Bridge NB-202 at MP A40.13 with Deblin, Inc. for a decrease of \$177,893.46 for normal quantity adjustments to balance the contract items to the actual work completed; for a final contract value of \$5,982,391.42 and final amount due to the contractor of \$125,332.42;**
  - d. **Change Order #9 for Contract #T-028.45T001-3-03 for roadway and bridge reconstruction from MP 28.49 to MP 30.88 with Trumbull Corporation for a 47-day time extension necessary for the reconstruction of the Warrendale Toll Plaza Express Lane;**
  - e. **Change Order #1 for Contract #T-250.09S001-3-02 for replacement of Bridge EB-311 at MP 250.09 with Susquehanna Valley Construction Corp. for an increase of \$82,609.42 for stump removal, resetting barrier, widening of industrial lane, costs due to utility delays and a 193-day time extension; for a revised not-to-exceed amount of \$4,874,094.42.**
8. **Approve the negotiation and execution of the Supplemental Agreements for the items listed in memos "a" and "b":**
- a. **Supplemental Agreement #4 for Contract #T-355.00P002-2 for design services for the I-95 Interchange Project-Section A with McCormick Taylor, Inc., for an increase of \$4,000,000.00 for design work necessary to complete final design services; the complexity in the structure designs, staging requirements, constructability and ongoing coordination with CSX Railroad and PennDOT, including local road crossings and U.S. 1 reconstruction projects, has necessitated additional final design effort; for a revised not-to-exceed amount of \$19,500,000.00;**
  - b. **Supplemental Agreement #3 for Contract #EN-00115 for program management for the All-Electronic Tolling (AET) program with HNTB Corporation, for an increase of \$9,000,000.00 to continue providing program and project management services for the deployment of AET tolling across the mainline and Northeast Extension through 2025; for a revised not-to-exceed amount of \$31,000,000.00.**
9. **Approve the renewal and payment of invoices for the property and boiler & machinery insurance coverages with Travelers and Liberty Mutual, through our broker Conner Strong & Buckelew, for a total not-to-exceed amount of \$2,500,000.00, for the period October 1, 2022 – October 1, 2023.**