

**PENNSYLVANIA TURNPIKE COMMISSION**

**HIGHSPIRE, PENNSYLVANIA**

**FORMAL TELEPHONE MEETING**

**JULY 20, 2021**

**11:00 A.M.**

**AGENDA**

- A. Roll Call**
  - Sunshine Announcement**
  - Public Participation**
  
- B. Minutes-July 6, 2021**
  
- 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. **Grant signature authority to the Assistant Chief Operating Officer for Toll Collection Operations or the Manager of Customer Service and Revenue Enforcement to file and execute Private Criminal Complaints, on behalf of the Commission; this authority was previously granted to the Chief Compliance Officer, due to retirement and re-organization, the duties are being reassigned to Toll Collection Operations.**
  
2. **Approve the negotiation and execution of the Agreements and an Amendment for the items listed in memos “a” through “e”:**
  - a. **Reimbursement Agreement with PPL Electric Utilities Corp. (PPL) to reimburse PPL the cost for the engineering and utility relocation work necessary for the total reconstruction project from MP A38.00 to MP A43.00; at a not-to-exceed amount of \$598,986.41;**
  
  - b. **Reimbursement Agreement with United States Steel Corp. (USSC) to reimburse USSC the cost for the engineering and utility relocation work necessary for construction of the Mon/Fayette Expressway (Sections 53-A2, 53-B1A, 53-C1, and 53-C3); at a not-to-exceed amount of \$930,000.00;**
  
  - c. **Amendment to our agreement with Causey Demgen & Moore for arbitrage consulting, exercising the option to renew the agreement for an addition year; at an approximate cost of \$90,000.00 based upon the number of bond issues during the year;**
  
  - d. **Reimbursement Agreement with PPL Electric Utilities Corp. (PPL) to reimburse PPL the cost for the engineering and utility relocation work necessary for the replacement of Bridge NB-363 at MP A59.20; at a not-to-exceed amount of \$84,598.39;**
  
  - e. **Interagency Agreement with the Pennsylvania Department of Transportation (PENNDOT) for the Commission to design and reimburse PENNDOT for the associated construction costs for the replacement of the Suscon Road Bridge S-36361 (carrying S.R. 2035 over I-81), for the Scranton Beltway Project and future I-81 widening; at an estimated cost of \$8,500,00.00.**
  
3. **Approve the Right-of-Way Requests for the items listed in memos “a” and “b”:**
  - a. **Acquisition of Right-of-Way #14S294 (George Scherba), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$95,664.01 representing fair market value, pro-rated taxes and recording fees to Arrow Land Solutions, LLC, escrow agent; also authorize payment of \$75,998.50 representing replacement housing supplement and closing costs to George Scherba; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that may be required for closing; authorize 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 #6548-C (Paul G. Morrow), a partial take parcel necessary for the total reconstruction and widening project from MP A38.00 to MP A44.00 by authorizing payment of \$507.50 representing fair market value and pro-rated taxes to Paul G. Morrow; authorize the appropriate Commission officials to execute the Agreement of Sale and other documents that may be required for closing; authorize 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 the Change Orders and Final Payment for the items listed in memos “a” and “b”:
- a. Change Order #5 for Contract #T-241.96S001-3-02 for redecking of Bridge EB-203 at MP 241.96 with Deblin, Inc., for an increase of \$61,830.91 reflecting the amount of COVID-19 related costs that exceeded the contingency amount; for a revised not-to-exceed amount of \$2,893,622.01;
  - b. Change Order #1 and Final Payment for Contract #EN-00250-03-06 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 \$1,460,587.87 to reflect the actual cost of the completed work authorizations; for a final contract value of \$3,539,412.13 and final amount due to the contractor of \$176,970.61.
5. Approve the Change Orders and Issue Purchase Orders for the items listed in memos “a” through “i”:
- a. Palo Alto Firewall Cluster and IoT hardware, support and licenses (through July 2022), utilizing the Commonwealth’s contract with ePlus Technology, Inc.; at a cost of \$471,821.10;
  - b. Nuance Natural Language interactive voice recognition IVR software (for the Contact Center Modernization project) with Carahsoft Technology Corp. through its COSTARS contract, to address ACHtokenization software currently being developed and provide funding for the scope of services; at a cost of \$228,229.30;
  - c. Inspection and testing of fire alarm and sprinkler systems (through December 2021), to cover remaining preventative maintenance services and additional upgrades to systems in District 1:

Siemens Industry, Inc.	\$250,000.00	District 1, 2
Kistler O’Brien Fire Protection	<u>0.00</u>	District 3, 4, 5
TOTAL REQUEST:	\$250,000.00	
  - d. Open Sesame Plus Complete subscription, exercising the option to renew the agreement (August 2021 – July 2022) with Meridian Knowledge Solutions, LLC; at a cost of \$62,286.00;

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- e. Varonis software maintenance, exercising the option to renew the agreement (August 2021 - August 2022) with ePlus Technology, Inc.; at a cost of \$209,233.70;
  - f. Sodium Chloride, for rebid locations and to add four new locations:

American Rock Salt	\$1,060,000.00
Riverside Construction Materials	1,020,000.00
Compass Minerals	1,510,000.00
Contingency	<u>538,500.00</u>
<b>TOTAL RENEWAL/CONTINGENCY:</b>	<b>\$4,128,500.00</b>
  - g. Informatica subscription license, exercising the option to renew the agreement through June 28, 2024 with CDW Government, LLC; at a cost of \$408,508.62;
  - h. Oracle/Java license and support, exercising the option to renew the agreement (through August 6, 2022) with CDW Government, LLC/DCW, LLC; at a cost of \$64,858.83;
  - i. Automatic transfer switch replacement at Jefferson Hills maintenance facility, utilizing the Commonwealth's contract with Schultheis Electric TSB, Inc.; at a cost of \$213,450.00.
6. Approve the negotiation and execution of the Supplemental Agreements for the items listed in memos "a" through "d":
- a. Supplemental Agreement #2 for design services for the Mon/Fayette Expressway, Rt. 51 to I-376, Section 53C, with The EADS Group, Inc., for an increase of \$4,400,000.00 to complete the final design and for additional work that has developed through the course of Design, including a new interchange configuration in Section 53C-1, extensive drainage work for Homeville Road in Section 53C-2, and re-alignment of the connector road for section 53C-3; for a revised not-to-exceed amount of \$19,900,000.00;
  - b. Supplemental Agreement #3 for open-end construction inspection services for the roadway and bridge reconstruction from MP A31.73 to MP A45.50 with Johnson, Mirmiran & Thompson, Inc. (JMT), for an increase of \$300,000.00 to continue construction inspection services through November 2021 (anticipated completion of construction), and to provide services for the remaining portions of the total reconstruction projects in the area; for a revised not-to-exceed amount of \$12,300,000.00;
  - c. Supplemental Agreement #2 for design services for the total reconstruction and widening project from MP A38.00 to MP A44.00 with Pennoni Associates, Inc., for an increase of \$9,500,000.00 for final design from MP A38.00 to MP A43.00 and to complete preliminary and final design from MP A43.00 to MP A44.00; for a revised not-to-exceed amount of \$32,000,000.00;

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- d. **Supplemental Agreement #1 for design services for the total reconstruction from MP 53.00 to MP 57.00 with Buchart-Horn Engineering, for an increase of \$9,000,000.00 to complete final design services; for a revised not-to-exceed amount of \$21,000,000.00.**
  
7. **Approve the award of services and authorize the negotiation and execution of an agreement with the selected firms for the items listed in memos "a" through "d":**
  - a. **T00171, open-end engineering design services systemwide:**
    - **Navarro & Wright Consulting Engineers, Inc.-AWARDED**
    - **Malick & Scherer, P.C.**
    - **Fisher Associates, P.E., L.S., L.A., D.P.C**
  
  - b. **T00172, construction inspection from MP 200.00 to the Delaware River Bridge and MP A20.00 to MP A131.00:**
    - **RIG Consulting, Inc.-AWARDED**
    - **VE Engineering, Inc.**
    - **AWK Consulting Engineers, Inc.**
  
  - c. **RFP 5875, Communication Systems Infrastructure Cabling installation, maintenance and repair services:**
    - **I.B. Abel, Inc.-AWARDED**
  
  - d. **RFP 5903, Advisory, Strategy and Independent Verification and Validation Work Order services:**
    - **Deloitte Consulting, LLP-AWARDED**
    - **KPMG, LLP-AWARDED**
    - **The North Highland Co., Inc.-AWARDED**
  
8. **Approve the Award of Contracts for the items listed in memos "a" and "b":**
  - a. **Contract #A-070.60F001-3-02, general construction for the Eastern Training facility at MP A70.60NB, to the lowest responsive and responsible bidder, Wilmer E. Schultz, Inc.; at a not-to-exceed amount of \$2,708,730.00 and a contingency of \$130,000.00;**
  
  - b. **Contract #A-070.60F001-3-04, electrical work for the Eastern Training facility at MP A70.60NB, to the lowest responsive and responsible bidder, Carr & Duff, Inc.; at a not-to-exceed amount of \$450,000.00 and a contingency of \$22,000.00.**