

PENNSYLVANIA TURNPIKE COMMISSION

HIGHSPIRE, PENNSYLVANIA

FORMAL TELEPHONE MEETING

JUNE 15, 2021

10:00 A.M.

AGENDA

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

- B. Minutes-June 1, 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. **Adopt revisions to Policy 8.12, IT Security and Risk Management, to update the operational and procedural changes to the policy.**

2. **Approve the negotiation and execution of the Agreements for the items listed in memos “a” through “e”:**
 - a. **Settlement Agreement and Release for Jimenez v. Charbonnier and PTC, and authorize issuance of the settled amount;**

 - b. **Programmatic Agreement with First Pennsylvania Resource, LLC to supply wetland mitigation credits, required by the U.S. Army Corps of Engineers and the PA Dept. of Environmental Resources, for the Hawk Falls Bridge replacement project; at a not-to-exceed amount of \$19,200.00;**

 - c. **Reimbursement Agreement with PPL Electric Utilities Corp. (PPL), for PPL to reimburse the Commission the cost of the engineering and utility relocation work for the Bridge NB-611 (Hickory Run Road) project at MP A88.90; at an estimated reimbursement of \$68,000.00;**

 - d. **Wireline License Agreement with the Middletown & Hummelstown Railroad Company for the installation of fiber optic lines across various railroad rights-of-way; at a cost of \$25,200.00;**

 - e. **Settlement Agreement and Release with Gary Andreis, Jr.; and authorize issuance of the settled amount through our insurer Liberty Mutual.**

3. **Approve the Right-of-Way Requests for the items listed in memos “a” through “l”:**
 - a. **Acquisition of Right-of-Way #14S024 (Betty Ann Bisacca), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$165,608.56 representing fair market value, pro-rated taxes and recording fees to Closure Settlement, LLC, 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;**

 - b. **Settlement of Right-of-Way #14S222 (Raymond M. Hernandez), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$6,000.00 representing the outstanding balance to Babst Calland Clements & Zomnir, P.C., escrow agent;**

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- c. **Acquisition of Right-of-Way #6047-J (James M. & Patricia B. Reed), a partial take parcel necessary for the total reconstruction project from MP 312.00 to MP 316.00 by authorizing payment of \$6,797.50 representing fair market value and pro-rated taxes to James M. & Patricia B. Reed; 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;**
- d. **Acquisition of Right-of-Way #6043-B (Margaret C. Bernhardt), a partial take parcel necessary for the total reconstruction project from MP 312.00 to MP 316.00 by authorizing payment of \$10,753.00 representing fair market value and pro-rated taxes to Margaret C. Bernhardt; 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 #7231-D (James A. Haggard & Michelle L. Svonavec), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$2,422.50 representing fair market value and pro-rated taxes to James A. Haggard and Michelle L. Svonavec; 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;**
- f. **Acquisition of Right-of-Way #7219-B (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$18,879.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- g. **Acquisition of Right-of-Way #7217-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$10,454.50 representing fair market value and pro-rated taxes to Insaco, Inc.; 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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- h. Acquisition of Right-of-Way #7218-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$13,398.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- i. Acquisition of Right-of-Way #7219-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$9,947.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- j. Acquisition of Right-of-Way #7216-A (Insaco, Inc.), a partial take parcel necessary for the total reconstruction project from MP A38.00 to MP A44.00 by authorizing payment of \$5,684.00 representing fair market value and pro-rated taxes to Insaco, Inc.; 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;**
- k. Acquisition of Right-of-Way #14S339 (Frank E. & Patricia A. Thomas), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$73,303.39 representing fair market value, pro-rated taxes and recording fees to Fee Simple Settlement, LLC, 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 owners is contingent upon the delivery of a deed as prepared by the Legal Department;**
- l. Acquisition of Right-of-Way #14S212 (West Mifflin Congregation of Jehovah's Witnesses), a total take parcel necessary for construction of the Mon/Fayette Expressway, Rt. 51 to I-376, by authorizing payment of \$503,840.00 representing fair market value, business re-establishment damages, personal property loss (machinery & equipment), search costs and Section 710 damages to West Mifflin Congregation of Jehovah's Witnesses; 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**

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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 Change Order #3 for Contract #A-037.50T001-3-04 for the replacement of Bridge NB-202 at MP A40.13 with Deblin, Inc., for an increase of \$355,613.10 for superpave mix designs, milling and pavement markings; for a revised not-to-exceed amount of \$6,167,873.71.

5. Approve the Award of Bids, Change Orders and Issue Purchase Orders for the items listed in memos “a” through “i”:

- a. Calcium chloride (August 1, 2021 – June 30, 2022), to the lowest responsive and responsible bidders:

SAL Chemical Co., Inc.	\$ 12,000.00	for flaked calcium chloride
EnviroTech Services, Inc.	325,000.00	for liquid calcium chloride
Contingency	<u>53,000.00</u>	
TOTAL AWARD/CONTINGENCY	\$390,000.00	

- b. Evaporated crystal sodium chloride (August 1, 2021 – May 31, 2022), to the lowest responsive and responsible bidders:

Detroit Salt Company, LLC	\$ 50,000.00	District 1, 2
Eastern Salt Company, Inc.	35,000.00	District 3, 4, 5
Contingency	<u>20,000.00</u>	
TOTAL AWARD/CONTINGENCY	\$105,000.00	

- c. AV conference room upgrades with Visual Sound, Inc., for upgrades to cameras and video capabilities through May 2022; at a cost of \$600,000.00;

- d. Diesel motor fuel and heating/emergency generator fuel (through December 2021) with Ports Petroleum Co., Inc., to include Southern Beltway maintenance; at a cost of \$90,000.00;

- e. Fiber Optic distribution network, utilizing the Commonwealth’s contract with ePlus Technology, Inc. at a cost of \$4,712,691.48;

- f. Sodium Chloride, exercising the option to renew the agreement (August 2021 - July 2022):

Cargill	\$10,370,000.00
American Rock Salt	2,085,000.00
Riverside Construction Materials	1,270,000.00
Morton Salt	510,000.00
Contingency	<u>1,423,500.00</u>
RENEWAL/CONTINGENCY	\$15,658,500.00

- g. Sludge and residual wastewater removal, exercising the option to renew the agreement (July 2021 – June 2022) with ACV Enviro APV/Allstate Power Vac, Inc.; at a cost of \$330,000.00;

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- h. **Inspection and testing of fire alarm and sprinkler systems (through December 2021) with Siemens Industry, Inc., for additional maintenance and upgrades to systems in District 1; at a cost of \$70,000.00;**
 - i. **Insight Technology for hardware, software and professional services, utilizing the OMNIA Partners Cooperative agreement (June 15, 2021 – April 30, 2023); at a cost of \$500,000.00.**
6. **Approve the Bond Resolutions for the items listed in memos “a” through “c”:**
- a. **Approve the issuance of the Pennsylvania Turnpike Commission’s variable and/or fixed rate Oil Franchise Tax Revenue bonds in an aggregate principal amount not to exceed \$600,000,000 (based on par amount) in one or more series or sub-series, taxable and/or tax-exempt, senior and/or subordinate for the purpose of financing (1) the costs of various capital expenditures for the Pennsylvania Turnpike system set forth in the Commission’s current or any prior independently funding capital plan, including any amendment thereto, including, but not limited to, funding of capital expenditures related to the Southern Beltway or the Mon/Fayette Expressway; and (2) the refunding of all or a portion of certain outstanding Oil Franchise Tax Revenue bonds, including the funding of necessary reserves; authorizing the execution, delivery and distribution of the following: (1) one or more supplemental trust indentures for the bonds; (2) one or more preliminary official statements or preliminary private placement memoranda; (3) one or more official statements or private placement memoranda; (4) one or more purchase contracts or private placement agreements; (5) agreements for the provision of one or more letters of credit, standby bond purchase agreements, other credit facilities or similar forms of credit enhancement and/or reserve fund credit facilities and any related agreements; (6) one or more remarketing agreements; (7) one or more continuing disclosure agreements; (8) one or more interest rate swaps or other derivatives, or amendments to or terminations of existing interest rate swaps; (9) one or more direct placement agreements; (10) one or more escrow deposit agreements; and (11) any other necessary or appropriate documents or certificates; confirming, among other things, certain officials of the Pennsylvania Turnpike Commission as “authorized officers” for purposes of the bond resolution and authorizing the taking of further action; repealing inconsistent resolutions; and declaring that this resolution shall be liberally construed;**
 - b. **Providing for the appointment of co-bond counsel (Dilworth Paxson, LLP; Powell Law, PC), disclosure counsel (Virtus, LLP), co-financial advisors (Public Resources Advisory Group; Phoenix Capital Partners, LLP) and a swap advisor (Mohanty Gargiulo, LLP) relating to the issuance of the Pennsylvania Turnpike Commission's Oil Franchise Tax Revenue bonds in an aggregate principal amount not to exceed \$600,000,000 (based on par amount) approved by Resolution of the Pennsylvania Turnpike Commission dated June 15, 2021;**

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- c. **Providing for the appointment of underwriters (Jefferies, LLC; Loop Capital Markets; Citigroup Global Markets, Inc.; Academy Securities; Janney Montgomery Scott, LLC; Robert W. Baird) relating to the issuance of the Pennsylvania Turnpike Commissions Oil Franchise Tax Revenue bonds in an aggregate principal amount not to exceed \$600,000,000 (based on par amount) approved by Resolution of the Pennsylvania Turnpike Commission dated June 15, 2021.**

- 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. **T00168, design services-alternative analysis/preliminary design for the replacement of the Delaware River Bridge:**

- **HDR Engineering, Inc.-AWARDED**

- b. **RFP #5833, towing and road services for MP A37.90 to MP A67.50:**

- **All-Points Towing, Recovery & Service Center, Inc.-AWARDED**

- c. **RFP #5831, towing and road services for MP 24.90 to MP 49.30:**

- **Ferra’s Automotive Services, Inc.-AWARDED**
- **Oaks Auto Truck Service, LLC**

- d. **RFP #5800, quality assurance work order services:**

- **Info-Matrix Corporation-AWARDED**
- **Momentum, Inc.-AWARDED**
- **TestingXperts, Inc.-AWARDED**
- **Computer Aid, Inc.**
- **The North Highland Company**

- 8. **Approve the rejection of all bids and approve re-advertising for the items listed in memos “a” and “b”:**

- a. **Reject all bids and re-advertise for Contract #A-070.60F001-3-03, plumbing work at the Eastern Training Facility at MP A70.60NB;**

- b. **Reject all bids and re-advertise for Contract #A-070.60F001-3-05, HVAC work at the Eastern Training Facility at MP A70.60NB.**