Duffy, Daniel FOI #13095

From:	Doug Smith [dsmith@cleanearthinc.com]
Sent:	Wednesday, April 04, 2012 3:53 PM
To:	Duffy, Daniel
Subject:	Freedom Of Information Request
Importance:	High

Hello,

I would like to get some information under the Freedom of Information Act regarding two 2010 Port Authority contracts. Would you please tell me who the following contracts were awarded to and what the Net Cost markup was for each:

EWR-909.050 was awarded on April 29, 2010

TEB-951.000 was awarded on July 6, 2010

Note that I need this information for a new bid that is due next Wednesday, April 11, 2012. Thanks very much.

Best regards,

Douglas Smith

Douglas W. Smith, CMM
Contracts Manager

CLEAN EARTH
~3 million tons recycled in 2011

Clean Earth of North Jersey, Inc.
115 Jacobus Ave.
S. Kearny, NJ 07032
T 973-344-4004, x247
C 973-261-3466 | Fax 973-344-8652
dsmith@cleanearthinc.com | www.cleanearthinc.com

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 13, 2012

Mr. Douglas Smith
Clean Earth of North Jersey, Inc.
115 Jacobus Avenue
S. Kearny, NJ 07032

Re: Freedom of Information Reference No. 13095

Dear Mr. Smith:

This is a response to your April 4, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of records related to the award of Contract No. EWR-909.050 and Contract No. TEB-951.000 and the net cost markup for these contracts.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13095-C.pdf. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

April 29, 2010

Lillian D. Valenti
Director, Procurement Department

VIA FACSIMILE AND UPS NEXT DAY DELIVERY

AFORCE, Inc.
6 Main Street
Oceanport, NJ 07757

SUBJECT: NEWARK LIBERTY INTERNATIONAL AIRPORT – DISPOSAL OF CONSTRUCTION DEBRIS, CONTAMINATED AND HAZARDOUS MATERIALS VIA WORK ORDER – CONTRACT EWR 909.050
PURCHASE ORDER UEWR909050

CHAPTER II

COMPENSATION AND PAYMENTS

21. CONTRACTOR'S COMPENSATION

The Contractor's entire compensation under the Contract shall be sum of the following amounts:

A. An amount equal to the Net Cost of such Work, such amount to be computed by the Engineer in accordance with the clause hereof entitled "Net Cost".

B. An amount equal to Two point Five zero percent (2.50%)* of the Net Cost of the Work Order.

C. The following amounts:

1.) Amounts deemed reasonable by the Engineer for the preparation of working drawings and catalog cuts pursuant to the Section of Division 1 of the Specifications entitled "Shop Drawings, Catalog Cuts and Samples".

2.) Amounts deemed reasonable by the Engineer for the design of temporary structures pursuant to the Section of Division 1 of the Specifications entitled "Temporary Structures".

3.) An amount equal to the actual amount paid by the Contractor as the net increase in premiums (in excess of the premiums for insurance coverage normally carried by the Contractor) if any, to provide insurance in accordance with the clause hereof entitled "Insurance Procured by Contractor", except for Workers' Compensation Insurance and Employers' Liability Insurance, which shall be compensated in accordance with the clause entitled "Net Cost" below.

4.) Amounts deemed reasonable by the Engineer for the preparation of record drawings pursuant to the Section of Division 1 of the Specifications entitled "Utility Record Drawings".

5.) Amounts other than those specified in this clause that are specifically provided for elsewhere in this Contract setting forth actual defined additions to or deductions from the Contractor's compensation provided hereinabove.

PROCUREMENT
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The Contractor's Fee provided in B. above shall cover the cost of all expenses other than those compensated as Net Cost and in C. above, whether the Work is performed by the Contractor or subcontractor(s), and the Contract does not provide for a separate percentage addition to Net Cost in the event of Work performed by a subcontractor.

In the event the Engineer orders Work which the Contractor elects to have performed by a subcontractor, the Contractor's compensation shall be (a) the Net Cost of the Work, as provided in the clause entitled "Net Cost", plus (b) the Contractor's Fee in B. above, plus (c) the amounts provided for in C. above; and such amounts only, without any additional amounts or percentage increase.

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* Insert the percentage in numbers and in writing, to two decimal places (e.g., Eight and No Hundredths Percent – 8.00%). In case of discrepancy between percentages quoted in writing and those quoted in figures, the writing shall control.

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

July 6, 2010

VIA FACSIMILE AND UPS NEXT DAY DELIVERY

AFORCE, Inc.
6 Main Street
Oceanport, NJ 07757

SUBJECT: TETERBORO AIRPORT – DISPOSAL OF CONSTRUCTION DEBRIS, CONTAMINATED AND HAZARDOUS MATERIALS VIA WORK ORDER CONTRACT TEB-951.000
PURCHASE ORDER UTEB951000

CHAPTER II

COMPENSATION AND PAYMENTS

21. CONTRACTOR'S COMPENSATION

The Contractor's entire compensation under the Contract shall be sum of the following amounts:

A. An amount equal to the Net Cost of such Work, such amount to be computed by the Engineer in accordance with the clause hereof entitled "Net Cost".

B. An amount equal to zero point two Five % 0.25% percent (___%)* of the Net Cost of the Work Order.

C. The following amounts:

1.) Amounts deemed reasonable by the Engineer for the preparation of working drawings and catalog cuts pursuant to the Section of Division 1 of the Specifications entitled "Shop Drawings, Catalog Cuts and Samples".

2.) Amounts deemed reasonable by the Engineer for the design of temporary structures pursuant to the Section of Division 1 of the Specifications entitled "Temporary Structures".

3.) An amount equal to the actual amount paid by the Contractor as the net increase in premiums (in excess of the premiums for insurance coverage normally carried by the Contractor) if any, to provide insurance in accordance with the clause hereof entitled "Insurance Procured by Contractor", except for Workers' Compensation Insurance and Employers' Liability Insurance, which shall be compensated in accordance with the clause entitled "Net Cost" below.

4.) Amounts other than those specified in this clause that are specifically provided for elsewhere in this Contract setting forth actual defined additions to or deductions from the Contractor's compensation provided hereinabove.

PROCUREMENT 2010 FEB 23 PM 2: 50

The Contractor's Fee provided in B. above shall cover the cost of all expenses other than those compensated as Net Cost and in C. above, whether the Work is performed by the Contractor or subcontractor(s), and the Contract does not provide for a separate percentage addition to Net Cost in the event of Work performed by a subcontractor.

In the event the Engineer orders Work which the Contractor elects to have performed by a subcontractor, the Contractor's compensation shall be (a) the Net Cost of the Work, as provided in the clause entitled "Net Cost", plus (b) the Contractor's Fee in B. above, plus (c) the amounts provided for in C. above; and such amounts only, without any additional amounts or percentage increase.

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* Insert the percentage in numbers and in writing, to two decimal places (e.g., Eight and No Hundredths Percent – 8.00%). In case of discrepancy between percentages quoted in writing and those quoted in figures, the writing shall control.