

From: Boburg, Shawn [mailto:Boburg@northjersey.com]
Sent: Wednesday, July 11, 2012 6:06 PM
To: Duffy, Daniel
Subject:

I am requesting copies of the following contract, as identified by their reference numbers on the Port Authority web site, on the contracting activity page:
4500063211, a \$35,000 contract awarded to HAAG ENGINEERING of SUGAR LAND TX for Expert to Investigate Crane Incident

From: boburg@northjersey.com [mailto:boburg@northjersey.com]
Sent: Wednesday, July 11, 2012 5:51 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Shawn
Last Name: Boburg
Company: The Record
Mailing Address 1: 1 Garret Mountain Plaza
Mailing Address 2:
City: Woodland Park
State: NJ
Zip Code: 07424
Email Address: boburg@northjersey.com
Phone: 201-937-3075
Required copies of the records: Yes

List of specific record(s):

I am requesting copies of the following contracts, as identified by their reference numbers on the Port Authority web site, on the contracting activity page: 4900007930 415-12-036-1, a 50,000 contract awarded to VHB ENGINEERING SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. of HAUPPAUGE NY for GWB Traffic Safety Campaign Development 4900007825 415-12-141-1, a 26,289 contract awarded to MACTEC ENGINEERING AND CONSULTING, INC. of BELTSVILLE MD for JFK Hangar 12 Ground Penetrating Radar Survey 4900007797 415-12-147-2, a 14,660 contract awarded to HENNINGSON DURHAM RICHARDSON ARCH. ENGINEERING PC of NEW YORK NY for a TB Wetland Mitigation White Paper 4500063217, a 159,000 contract awarded to Padilla Construction Services, Inc of WESTBURY NY for Removal, Transport and Delivery of the Koenig Sphere 4500063211, a 35,000 contract awarded to HAAG ENGINEERING of SUGAR LAND TX for Expert to Investigate Crane Incident

NOTICE: THIS E-MAIL AND ANY ATTACHMENTS CONTAIN INFORMATION FROM THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND AFFILIATES. IF YOU BELIEVE YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY,

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 14, 2012

Mr. Shawn Boburg
The Record
1 Garret Mountain Plaza
Woodland Park, NJ 07424

Re: Freedom of Information Reference No. 13329

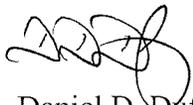
Dear Mr. Boburg:

This is a response to your July 11, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a copy of Contract No. 4500063211 awarded to HAAG Engineering of Sugar Land, TX for Expert to Investigate Crane Incident.

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/13329-LPA.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

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order, and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice showing our PO number and vendor number to Accounts Payable, General Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.

Page 1 Of 2
 PO Number/Date
 4500063211 / 04/24/2012



THE PORT AUTHORITY OF NY & NJ

2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

PURCHASE ORDER

Vendor No. 174528
 HAAG ENGINEERING
 625 INDUSTRIAL BOULEVARD
 SUGAR LAND TX 77478
 Telephone# (281) 313-9700
 Fax# (281) 313-9707

Our fax number
 212-435-5116
 Deliver to Address:
 NY
 Deliver to this address unless a different address is shown below.
 Recipient: WTCC
 Unloading Pt: WTC Site

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
1 PU	Expert to Investigate Crane Accident Services Per Attached Fee Schedule Deliv. date 04/26/2012 Freight Terms FOB DELIVERY POINT FREIGHT INCL. Contact person/Telephone Iraniss Morel/212-435-5502		

Total Delivered Price In USD

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
 Procurement Department

SOLE SOURCE PURCHASES
PURCHASE ORDER TERMS AND CONDITIONS

1. The Port Authority (Authority) reserves the right to request information relating to Consultant's/Contractor's responsibility, experience and capability to perform the work.

2. WORKMANSHIP – All service(s) or item(s) shall be provided in accordance with the best current practices in the industry and free from defects. All service(s) or item(s) shall at all times and places be subject to the inspection of the Authority. Should any service(s) or item(s) fail to meet the Authority's approval, they shall be forthwith made good or corrected, as the case may be, by the Consultant/Contractor, at its own expense. .

3. PAYMENT – Upon completion of the Work required by this Purchase Order, the Consultant/Contractor shall submit to the Authority a complete and correct invoice for the service(s) performed or item(s) provided accompanied by such information as may be required by the Authority for verification. The Total Delivered price on the invoice shall include the separate unit and total FOB delivered prices, if applicable. The invoice must show the Consultant's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.

In the event item(s) are to be provided, complete shipment of all item(s) must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the Authority .

4. CHANGES – Acceptance of Consultant's/Contractor's offer will be only by Purchase Order Form signed by the Authority. The Authority may at any time, by a written order, make changes within the general scope of this Purchase Order, in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Consultant/Contractor for adjustment under this section must be asserted within 30 days from the date of receipt by the Consultant/Contractor of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Consultant/Contractor from proceeding with the Purchase Order as changed. Except as otherwise provided herein no payment for CHANGES shall be made, unless the Changes and

adjustments in price, if any, have been authorized in writing by the Authority.

5. INSPECTION AND ACCEPTANCE – Inspection and acceptance will be conducted at the destination, unless otherwise provided. Any risk of loss will be the Consultant's/Contractor's responsibility until such delivery and acceptance made, unless loss results from negligence of the Authority.

6. VARIATION IN QUANTITY – No variation in the quantity of any item(s) or service(s) called for by this Purchase Order will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Purchase Order.

7. DEFAULT-DELAYS – The Authority may cancel this Purchase Order in whole or in part in the event that Consultant/Contractor fails or refuses to perform or deliver any of the service(s) required or item(s) purchased, within the time provided or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that the Consultant/Contractor is not conducting the work in accordance with the specifications or with such diligence as to permit completion on or before the completion date. In the event the Authority cancels this Purchase Order in whole or in part as herein provided, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, materials or services similar to those so cancelled and the Consultant/Contractor shall be liable to the Authority for any excess costs for such similar materials or services; provided, that the Consultant/Contractor shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this article. The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

8. TERMINATION – The Authority may terminate this Purchase Order, in whole or in part, at any time by written notice to the Consultant/Contractor when it is in the Authority's best interest. The Consultant/Contractor shall be paid for service(s) performed or items received and accepted, including shipping costs, if applicable, up to the time of termination. The Consultant/Contractor shall promptly submit its invoice following such termination to the Authority to be paid to the Consultant/Contractor.

PORT AUTHORITY OF NY & NJ

9. SALES AND COMPENSATING USE TAXES –

Purchases of services and tangible personal property by the Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Authority's purchase of the Consultant's services and/or Contractor's goods under this Purchase Order is exempt from Taxes. Accordingly, the Consultant/ Contractor must not include Taxes in the price charged to the Port Authority for the Consultant's/ Contractor's goods or services under this Purchase Order. The Consultant certifies that there are no such taxes included in the prices for this Purchase Order. The Consultant/ Contractor shall retain a copy of this Purchase Order to substantiate the exempt sale.

The compensation set forth in this Purchase Order is the complete compensation to the Consultant/Contractor, and the Authority will not separately reimburse the Consultant/Contractor for any taxes unless specifically set forth in this Purchase Order.

10. Consultant/ Contractor may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.

11. If the Consultant/ Contractor fails to perform in accordance with the terms of this purchase order, the Authority may obtain the goods or services from another Consultant/Contractor and charge this Consultant/Contractor the difference in price, if any, a reletting cost of \$100, plus any other damages to the Authority.

12. Upon request, Consultants /Contractors are encouraged to extend the terms and conditions of any terms agreement with the Authority to other government and quasi-government entities by separate agreement.

13. By submitting, a quotation or bid, the Consultant/Contractor certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of

investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the Purchase Order to the Consultant. The Authority has adopted a policy set forth in full on PA 3764, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this Purchase Order. A copy can be obtained by calling (212) 435-3902 or at <http://www.panynj.gov/business-opportunities/pdf/PA3764A.pdf>

14. The Consultant/Contractor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

15. The Consultant/Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the Consultant/Contractor first obtains the written approval of the Authority. Such approval may be withheld if for any reason the Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

16. PERSONAL NON LIABILITY – Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by Consultant/Contractor with any liability, or held personally liable to Consultant/Contractor under any term or provision of this Purchase Order, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

HAAG

Engineering

2012 Fee Schedule

Engineering Specialist, P.E.	\$320/hour
Principal, P.E.	\$255/hour
Sr. Engineer, P.E.	\$215/hour
Associate Engineer	\$195/hour
Technician	\$125/hour
Research/Testing	To Be Quoted Per Project

Rates are subject to adjustment without notice. Direct expenses will be billed at cost. Direct expenses include out-of-pocket items such as travel expense (i.e. airfare, hotel, rental cars, parking), printing, photo processing, special postage/delivery, and outside services. Mileage using a personal vehicle will be billed at \$ ~~75~~ ⁵⁵ /mile.

Haag Engineering bills the same hourly fee for engineers and technicians regardless whether they are performing field work, office work, travel, or courtroom testimony. There is no premium fee for litigation.

Haag Engineering strives to assign the best engineer available for the engineering expertise needed. Engineers bill at hourly rates depending upon their level of experience and position.

Haag Engineering has responded to virtually every major disaster in recent history, and it is reasonable to expect that we will have engineers in the area following future events. Combining multiple assignments in an area permits sharing of expenses.

