

Torres Rojas, Genara

From: dmorris@tectonicengineering.com
Sent: Thursday, August 07, 2014 10:21 AM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: David
Last Name: Morris
Company: Tectonic Engineering
Mailing Address 1: 160 Pehle Avenue, Suite 306
Mailing Address 2:
City: Saddle Brook
State: NJ
Zip Code: 07663
Email Address: dmorris@tectonicengineering.com
Phone: 2018430403
Required copies of the records: Yes

List of specific record(s):

Request for a copy of the Dewatering Services awarded to SkanskaGraniteSkanska J.V. on 1162012 according to reference number 4300002024.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 19, 2014

Mr. David Morris
Tectonic Engineering
160 Pehle Avenue, Suite 306
Saddle Brook, NJ 07663

Re: Freedom of Information Reference No. 15201

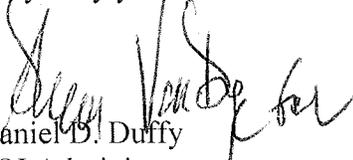
Dear Mr. Morris:

This is in response to your August 7, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a copy of the "Dewatering Services awarded to SkanskaGraniteSkanska J.V. on 1162012 according to reference number 4300002024."

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/15201-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 B. Duffy
FOI Administrator

Enclosure

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.

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PO Number/Date

4300002024 / 11/06/2012



THE PORT AUTHORITY OF NY & NJ

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

Vendor No. 167321

SKANSKA/GRANITE/SKANSKA J.V.

1616 WHITESTONE EXPRESSWAY

WHITESTONE NY 11357

Telephone#

Fax#

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

ACKNOWLEDGEMENT ORDER

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 10 Days			
Quantity	Description	Unit Price	Total
	EMERGENCY PO AS A RESULT OF HURRICAIN SANDY. ALL WORK RELATED TO PIN 330.		
1.000 PU	Hurricane Sandy 2012 Related Dewatering Deliv. date 11/05/2012	1,701,746.71	1,701,746.71
1.000 PU	HS001 Deliv. date 11/05/2012	560,109.26	560,109.26
1.000 PU	HS002 Deliv. date 11/05/2012	1,043,838.44	1,043,838.44
1.000 PU	HS003 Deliv. date 11/05/2012	859,090.06	859,090.06
1.000 PU	HS004 Deliv. date 11/05/2012	35,215.53	35,215.53
	Freight Terms FOB DESTINATION		
	Contact person/Telephone		

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

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.*



THE PORT AUTHORITY OF NY & NJ

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

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Page 2 Of 3

Vendor No. 167321

PO Number/Date

SKANSKA/GRANITE/SKANSKA J.V.

4300002024 / 11/06/2012

WHITESTONE NY 11357

Quantity	Description	Unit Price	Total
	Joann Spirito/212-435-5640		

Total Delivered Price In USD

4,200,000.00

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**

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using 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.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
12. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

EMERGENCY 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 items(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, at its own expense. .

3. PAYMENT – Upon completion of the Work required by this Purchase Order, the Consultant 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 Engineer 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 Port 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 Seller 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 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 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 and accepted, including shipping costs, if applicable, up to the time of termination. The Consultant/Contractor shall promptly submit its termination claim to the Authority to be paid to the Consultant/Contractor.