

A Public Records Access request has been submitted.

Request By: Frank Pasalano

Request date: 08/02/2016

Address: 1622 Beaver Dam Road\*, Pt. Pleasant, NJ 08742

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Personal  
Information Request: YES

Re; FOI#16872 - Bid Results for Contract MFA-.924.382 - Newark Liberty International Airport and Teterboro Airport- Disposal of Construction Debris.

Records seeking:

We received a response on May 26, 2016 from William Shalewitz that the documents are not available at the time because of ongoing negotiation. I am requesting these documents again at this time.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY PRA #17224  
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

Danny Ng

, Freedom of Information Administrator

Signature:



Date:

08/12/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

- The requested records are being made available.
- Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:
- A diligent search has been conducted, and no records responsive to your request have been located.
- The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

- Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

- The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

- Other:

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/17224-C/>. Paper copies of the available records are available upon request.

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

# A FORCE, INC.

**THE PORT AUTHORITY OF NY & NJ**

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J.P.

**NEWARK LIBERTY INTERNATIONAL AIRPORT AND  
TETERBORO AIRPORT**

**DISPOSAL OF CONSTRUCTION DEBRIS,  
CONTAMINATED AND HAZARDOUS MATERIALS  
VIA WORK ORDER**

**CONTRACT MFA-924.382**

APRIL 2016

This proposal is not complete unless bidder's  
Signature appears on page 22

PROCUREMENT  
2006 APR 15 PM 2:44

CHAPTER II  
COMPENSATION AND PAYMENTS

23. 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 the Work, such amount to be computed by the Engineer in accordance with the clause hereof entitled "Net Cost".
- B. An amount equal to Zero period zero nine percent (0.09%)<sup>22</sup> of the Net Cost of the Work. (Such amount hereinafter called the "Contractor's Fee")
- 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.

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.

<sup>22</sup> 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.

## PRELIMINARY BID RESULTS

**CONTRACT: MFA-924.382**

**TITLE: NEWARK LIBERTY INTERNATIONAL AIRPORT AND TETERBORO  
AIRPORT – DISPOSAL OF CONSTRUCTION DEBRIS, CONTAMINATED  
AND HAZARDOUS MATERIALS VIA WORK ORDER**

**BID DATE: 4/15/16**

<b>CONTRACTOR</b>	<b>Contractor's Compensation</b>
1. Aforce, Inc. Oceanport, NJ	0.09 %
2. United Energy Systems, Inc. Morristown, NJ	0.15 %
3. Hudson Valley Environmental Point Pleasant Beach, NJ	9 %
4. EPIC Baltimore, MD	No Bid