



**Great Lakes
Dredge & Dock
Company, LLC**

2122 York Road
Oak Brook, Illinois 60523
630.574.3000

29 September 2016

Port Authority of New York & New Jersey
Attn: William Shalewitz, F.O.I.A. Officer
4 World Trade Center
150 Greenwich Street
New York, N.Y. 10007

RE: **Freedom of Information Act Request**

Mr. Shalewitz,

This request is made pursuant to 5 U.S.C. 552, Department of Defense Directive 5400.7 and 5400.7-R (DoD Freedom of Information Act Program), and the Department of the Army, DoD Freedom of Information Act Regulations, 32 C.F.R. 518 seq., with inquiries regarding the following project(s):

<u>Project Title</u>	<u>Solicitation Number</u>	<u>Bid Date</u>	<u>Low Bidder</u>	<u>GL Contr. #</u>
New Jersey Marine Term.	MFP-924.638	3/21/2016	Cashman	15629

Pursuant to above listed regulations and provisions, please forward copies of:

- 1) DAILY PRODUCTION REPORTS of dredging operations, (e.g., Eng form 27A, 4267 or 430)
- 2) Any/All Pay Estimates, up to and including FINAL PAY ESTIMATE
- 3) BID ABSTRACTS, showing a BREAKDOWN of all UNIT PRICES and LUMP SUM ITEMS for all bidders
- 4) DAILY QUALITY CONTROL REPORTS
- 5) CONTRACT MODIFICATIONS
- 6) NTP, or NOTICE TO PROCEED
- 7) CONTRACT AWARD

Please forward copies of these documents to my attention at the address listed above via FEDERAL EXPRESS - 3 DAY EXPRESS SAVER, billing third party, Account #0604-2987-1.

Great Lakes is willing and able to pay for any fees involved in forwarding this information to our office. However, if it is found that the charges for compiling this information will exceed \$200.00, please advise me before completing this request.

We look forward to your timely response (within 20 days), pursuant to 5 U.S.C 552(a)(6) and 32 C.F.R. If you have any questions regarding this request, please contact me directly by phone at (630) 574-2915, by fax at (630) 574-2909 or by e-mail at snbranson@gldd.com.

Thank you in advance for your assistance in this matter.

Sincerely,

GREAT LAKES DREDGE & DOCK COMPANY

A handwritten signature in black ink that reads "Steve Branson". The signature is written in a cursive style with a long, sweeping underline.

Steven Branson
Freedom of Information Acts Facilitator

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY PRA #17412
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

Danny Ng, Freedom of Information Administrator

Signature:



Date:

11/21/2016

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/17412-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.

The Port Authority of New York and New Jersey

233 Park Ave South, 7th Floor
New York, N.Y. 10013

Date Prepared 09/15/16

APPLICATION FOR PAYMENT

Contract No. MFP-924.638

Dated 6/14/2016

Payment No. 1

Contractor Jay Cashman, Inc.

Address 549 South Street Quincy, MA 02169

Approximate work performed to August 31, 2016

Item No.	DESCRIPTION OF WORK	UNIT	APPROXIMATE QUANTITIES			UNIT PRICE	AMOUNT
			This Application	Total For Prev. Application	Total to Date		
1	CLASSIFIED ITEMS Dredging for upland disposal	CY	15,822.00		15,822.00	55.25	874,165.50
2	Disposal of debris	Ton				290.00	
3	Mobilization	EA	1.00		1.00	19,000.00	19,000.00
TOTAL APPLIED FOR, TO DATE :							\$ 893,165.50
Less 5 % retained as per contract							\$ 44,658.28
MAX \$ 707,290.00							
Balance to date :							\$ 848,507.22
Less advances under previous applications :							\$
To be advanced this application :							\$ 848,507.22
CHANGE ORDERS (per attached)							
Total to date :							\$
Less: Previously advanced :							\$
Change Order amount to be advanced on this application :							\$
TOTAL AMOUNT TO BE ADVANCED THIS APPLICATION (as per copy) :							\$ 848,507.22

Item 2

It is hereby certified that the above quantities of work have actually been performed and that the cost plus compensation above set forth, if any, is computed in accordance with the terms of the above Contract on the basis of work actually performed. This certification, if signed by any person on behalf of the contractor, is made by such person in his individual capacity on the basis of his own knowledge, as well as by the contractor.

The Contractor Further Certifies (check one)

- 1. That all subcontractors and suppliers have been paid any amounts due from previous progress payments and shall be paid any amounts due from this progress payment; or
- 2. That payment has been withheld from a subcontractor or supplier because there exists a valid basis under the subcontractor's or supplier's contract to withhold a payment from that subcontractor or supplier. (Attach copies of any withholding notices issued in conjunction with this certification.)

[Signature]
*Individually and on behalf of the contractor
VICE-PRESIDENT
Title

CORRECT AND IN ACCORDANCE WITH CONTRACT
CONSTRUCTION ACCT.

Recommended For Payment:

Title: ENGINEER OF CONSTRUCTION

Approved For Payment:

PRO/PROJ	ORG	ACT	AREA/SYS	JOB	AMOUNT

The above estimate of quantities performed is correct and is made

[Signature]
Title: RESIDENT ENGINEER

For Comptroller

* If contractor is a corporation, certificate must be signed by an officer, and if a partnership, by a partner.

Item 5

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
TWO MONTGOMERY STREET – 1st FLOOR
JERSEY CITY, NJ 07302**

March 10, 2016

ADDENDUM NO. 1

**TO PROSPECTIVE BIDDERS ON CONTRACT MFP-924.638 – NEW JERSEY MARINE
TERMINALS – MAINTENANCE DREDGING VIA WORK ORDER**

The following changes are hereby made in the Contract Documents for the subject Contract.

This communication should be physically annexed to back cover of the book and initialed by each bidder before submitting his bid.

In case any bidder fails to conform to these instructions, his Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

CHANGES IN THE CONTRACT BOOKLET

Page 1 - In the second line of the first paragraph, change the date for receipt of Proposals to "March 21, 2016".

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

James Starace, P.E.
Chief Engineer/Director

INITIALED BY THE BIDDER:

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Chief Procurement Officer

June 14, 2016

Item 7

VIA FACSIMILE AND UPS NEXT DAY DELIVERY

Jay Cashman, Inc.
549 South Street
Quincy, MA 02169

Attention: Mr. Dale Pyatt, President

**SUBJECT: NEW JERSEY MARINE TERMINALS – MAINTENANCE DREDGING VIA
WORK ORDER – CONTRACT- MFP-924.638 – NOTICE OF AWARD -
PURCHASE ORDER –UMFP924638**

Dear Mr. Pyatt:

The Port Authority of New York and New Jersey (The Authority) hereby accepts your bid for the above Contract.

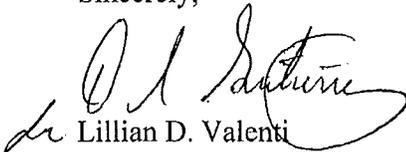
You are not required to furnish a performance and payment bond.

Your attention is directed to the clause of the Contract entitled “Time for Completion and Damages for Delay”. Before you commence performance work, you must furnish the Authority with the documents mentioned in that clause that are applicable to the performance of the subject contract.

Forwarded herewith for your use and compliance are “General Instructions Relating to the Direction and Processing of Correspondence and Other Items Specified to be Submitted to the Port Authority Under the Terms of the Contract”.

In order to ensure that payments are processed properly, include the above-referenced Purchase Order No. on all payment invoices and correspondence.

Sincerely,


Lillian D. Valenti
Chief Procurement Officer

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007
T: 212 435 8427

**GENERAL INSTRUCTIONS RELATING TO THE DIRECTION AND PROCESSING OF
CORRESPONDENCE AND OF THOSE OTHER ITEMS SPECIFIED TO BE
SUBMITTED TO THE PORT AUTHORITY UNDER THE TERMS OF THE CONTRACT**

DIRECTION OF CORRESPONDENCE

1. GENERAL

In general, all official correspondence relating to the conduct of this contract shall be directed to the Construction Resident Engineer. In the case of correspondence or other items specified herein to be directed elsewhere, the Construction Resident Engineer shall be informed by copies of correspondence or letter of transmittal:

CONSTRUCTION RESIDENT ENGINEER

Mr. Kenneth Tripaldi
Sr. Resident Engineer
The Port Authority of NY & NJ
1160 McLester Street, Unit 7
Elizabeth, NJ 07201
Tel: (973) 589-6267
Fax: (973) 589-4161

2. INSURANCE MATTERS

Kirstin Brennan
MRM Consulting Inc./Willis of New York, Inc.
Account Executive/Unit Leader
1720 Post Road East – Bldg. #221
Westport, CT 06880
(203) 254-2072 Work
(877) 277- 1882 Work
(203) 451-3077 Mobile
(877) 277-1886 FAX
kbrennan@mrmriskmanagement.com

3. APPROVAL OF SUBCONTRACTOR

Mr. Ronald Shaw, P.E.
Sr. Engineer of Construction
The Port Authority of NY & NJ
One Path Plaza – 2nd Floor
Jersey City, NJ 07306
Tel: (201) 216-6991
Fax: (201) 216-6184

4. **SHOP DRAWINGS AND CATALOG CUTS**

SEND DIRECTLY TO:

COPY OF TRANSMITTAL TO:

Maureen Lynch
Principal Engineer
Engineering Construction Management
The Port Authority of NY & NJ
4 World Trade Center
150 Greenwich Street – 19th Floor
New York, NY 10007-2373
Telephone (212) 435-5793

5. **FOR APPROVAL OF SUBMITTALS REGARDING**

- a. Manufacturer/Source
- b. Physical Samples
- c. Product Data Sheets
- d. Test Reports and Data
- e. Mill Reports
- f. Substitution Request
- g. Manufacturers Certificates
- h. Certificates of Conformance
- i. Mix Designs
- j. Welding Procedures
- k. Welder Qualifications
- l. Technical Data Sheets
- m. Quality Control Procedures

Mr. Casimir J. Bognacki
Manager, Materials Engineering Div.
The Port Authority of NY & NJ
241 Erie Street - Room 234
Jersey City, New Jersey 07310-1397
Tel: (201) 216-2984
Fax: (201) 216-2949
Copy of transmittal to
Consultant (if any) for
information only - not processing

6. **ACCIDENT REPORTS**

Karl Lunan
Manager of Claims
The Port Authority of NY & N J
4 World Trade Center
150 Greenwich Street – 24th Floor
New York, NY 10007
Tel. (212) 435-3424

Deputy General Counsel
The Port Authority of NY & NJ
4 World Trade Center
150 Greenwich Street – 24th Floor
New York, NY 10007
Tel. (212)435-3502

You are requested to prepare a list of all submittals required under the Contract, by section, indicating the anticipated date when each such submittal will be transmitted. The list shall be submitted to the addressees under 1 and 5 above within 10 days after receipt of this letter.

You will be advised by a separate communication from the Engineer of Materials of the items of material and equipment that will require inspection at the point of manufacture or assembly together with instructions pertaining thereto. You will be similarly advised of the action taken on the required submittals of samples, material lists and their manufacturing sources.

The Construction Resident Engineer's office will instruct you further on specific contract requirements and the preparation of proper forms which must be used for progress payments, subcontractor approvals, and change orders.

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
TWO MONTGOMERY STREET – 1st FLOOR
JERSEY CITY, NJ 07302**

March 10, 2016

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Chief Engineer/Director

INITIALLED BY THE BIDDER:

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Chief Procurement Officer

June 14, 2016

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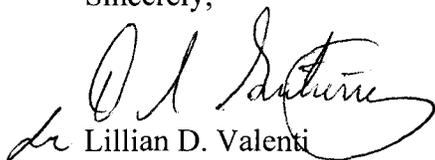
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Westport, CT 06880
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(877) 277- 1882 Work
(203) 451-3077 Mobile
(877) 277-1886 FAX
kbrennan@mrmriskmanagement.com

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Telephone (212) 435-5793

5. **FOR APPROVAL OF SUBMITTALS REGARDING**

- | | |
|--------------------------------|-------------------------------------|
| a. Manufacturer/Source | Mr. Casimir J. Bognacki |
| b. Physical Samples | Manager, Materials Engineering Div. |
| c. Product Data Sheets | The Port Authority of NY & NJ |
| d. Test Reports and Data | 241 Erie Street - Room 234 |
| e. Mill Reports | Jersey City, New Jersey 07310-1397 |
| f. Substitution Request | Tel: (201) 216-2984 |
| g. Manufacturers Certificates | Fax: (201) 216-2949 |
| h. Certificates of Conformance | Copy of transmittal to |
| i. Mix Designs | Consultant (if any) for |
| j. Welding Procedures | information only - not processing |
| k. Welder Qualifications | |
| l. Technical Data Sheets | |
| m. Quality Control Procedures | |

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Karl Lunan
Manager of Claims
The Port Authority of NY & N J
4 World Trade Center
150 Greenwich Street – 24th Floor
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The Construction Resident Engineer's office will instruct you further on specific contract requirements and the preparation of proper forms which must be used for progress payments, subcontractor approvals, and change orders.

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned³

Jay Cashman Inc. a corporation organized under the laws of the state of Massachusetts.

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at the prices inserted by the undersigned in the clause of the Form of Contract entitled "Unit Prices".

This offer shall be irrevocable for ninety (90) days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

³ Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:

If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____."

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."

If a joint venture, give the information required above for each participant in the joint venture.

I. SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts ²²
1	248,250 CY	DREDGING FOR UPLAND DISPOSAL, PER CUBIC YARD <u>Fifty Five</u> DOLLARS <u>Twenty Five</u> CENTS	55.25	13,715,812.50
2	500 TONS	DISPOSAL OF DEBRIS, PER TON <u>Two Hundred Ninety</u> DOLLARS <u>Zero</u> CENTS	290.00	145,000.00
3	15 EA	MOBILIZATION, PER EACH <u>Nineteen Thousand</u> DOLLARS <u>Zero</u> CENTS	19,000.00	285,000.00
ESTIMATED TOTAL CONTRACT PRICE ²³				14,145,812.50

The following provisions are applicable to the Schedule of Unit Prices . The quantity for payment described in the following provisions shall be the quantity of Classified Work furnished, installed, performed and/or placed in accordance with the Specifications, as shown on the Contract Drawings and where ordered by the Engineer.

No quantity of work will be included under more than one item of Classified Work.

In the case of Item No. 1 (Dredging For Upland Disposal), the quantity of payment shall be the number of cubic yards of material dredged from within the area bounded by the limits of dredging shown on the Contract Drawing, processed, transported, and disposed of at UTEX/Staten Island Marine development (SIMD) in Staten island, New York, where: (1) the number of cubic yards shall be established by computing the volume of material actually dredged from within the Limit of Dredging shown on the Contract Drawing, (2) the existing bottom shall be established by soundings prior to the commencement of dredging, (3) the new bottom shall be established by soundings after completion of dredging, (4) the quantity for payment will not include material dredged from below the 2 foot allowable over dredge limit or outside the limits of dredging and (5) the quantity for payment shall be computed using the Average End Area method.

In the case of Item No. 2 (Disposal of Debris), the quantity of payment shall be the number of tons (2000 lbs.) of debris extracted from materials dredged, disposed of or recycled away from the construction site, as certified on weight tickets.

²² The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

²³ The Estimated Total Contract Price shall be computed by totaling the amounts inserted in the "Amounts" column.

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned³ *Weeks Marine, Inc. a corporation*
organized under the laws of the State
of New Jersey.

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at the prices inserted by the undersigned in the clause of the Form of Contract entitled "Unit Prices".

This offer shall be irrevocable for ninety (90) days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

³ Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:

If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____."

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."

If a joint venture, give the information required above for each participant in the joint venture.

I. SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts ²²
1	248,250 CY	DREDGING FOR UPLAND DISPOSAL, PER CUBIC YARD <u>fifty nine</u> DOLLARS <u>zero</u> CENTS	59.00	14,646,750.00
2	500 TONS	DISPOSAL OF DEBRIS, PER TON <u>two hundred fifty</u> DOLLARS <u>zero</u> CENTS	250.00	125,000.00
3	15 EA	MOBILIZATION, PER EACH <u>fifty thousand</u> DOLLARS <u>zero</u> CENTS	50,000.00	750,000.00
ESTIMATED TOTAL CONTRACT PRICE ²³			15,521,750.00	

The following provisions are applicable to the Schedule of Unit Prices. The quantity for payment described in the following provisions shall be the quantity of Classified Work furnished, installed, performed and/or placed in accordance with the Specifications, as shown on the Contract Drawings and where ordered by the Engineer.

No quantity of work will be included under more than one item of Classified Work.

In the case of Item No. 1 (Dredging For Upland Disposal), the quantity of payment shall be the number of cubic yards of material dredged from within the area bounded by the limits of dredging shown on the Contract Drawing, processed, transported, and disposed of at UTEX/Staten Island Marine development (SIMD) in Staten island, New York, where: (1) the number of cubic yards shall be established by computing the volume of material actually dredged from within the Limit of Dredging shown on the Contract Drawing, (2) the existing bottom shall be established by soundings prior to the commencement of dredging, (3) the new bottom shall be established by soundings after completion of dredging, (4) the quantity for payment will not include material dredged from below the 2 foot allowable over dredge limit or outside the limits of dredging and (5) the quantity for payment shall be computed using the Average End Area method.

In the case of Item No. 2 (Disposal of Debris), the quantity of payment shall be the number of tons (2000 lbs.) of debris extracted from materials dredged, disposed of or recycled away from the construction site, as certified on weight tickets.

²² The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

²³ The Estimated Total Contract Price shall be computed by totaling the amounts inserted in the "Amounts" column.

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned³ *Donjon Marine Co., Inc.*

A company organized under the Laws of the state of New Jersey

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at the prices inserted by the undersigned in the clause of the Form of Contract entitled "Unit Prices".

This offer shall be irrevocable for ninety (90) days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

³ Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:

If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____."

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."

If a joint venture, give the information required above for each participant in the joint venture.

I. SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts ²²
1	248,250 CY	DREDGING FOR UPLAND DISPOSAL, PER CUBIC YARD <u>Seventy</u> DOLLARS <u>Zero</u> CENTS	\$70.00	\$17,377,500.00
2	500 TONS	DISPOSAL OF DEBRIS, PER TON <u>Two Hundred and Seventy Five</u> DOLLARS <u>Zero</u> CENTS	\$275.00	\$137,500.00
3	15 EA	MOBILIZATION, PER EACH <u>One Hundred and Twenty Five Thousand</u> DOLLARS <u>Zero</u> CENTS	\$125,000.00	\$1,875,000.00
ESTIMATED TOTAL CONTRACT PRICE ²³				\$19,390,000.00

The following provisions are applicable to the Schedule of Unit Prices . The quantity for payment described in the following provisions shall be the quantity of Classified Work furnished, installed, performed and/or placed in accordance with the Specifications, as shown on the Contract Drawings and where ordered by the Engineer.

No quantity of work will be included under more than one item of Classified Work.

In the case of Item No. 1 (Dredging For Upland Disposal), the quantity of payment shall be the number of cubic yards of material dredged from within the area bounded by the limits of dredging shown on the Contract Drawing, processed, transported, and disposed of at UTEX/Staten Island Marine development (SIMD) in Staten island, New York, where: (1) the number of cubic yards shall be established by computing the volume of material actually dredged from within the Limit of Dredging shown on the Contract Drawing, (2) the existing bottom shall be established by soundings prior to the commencement of dredging, (3) the new bottom shall be established by soundings after completion of dredging, (4) the quantity for payment will not include material dredged from below the 2 foot allowable over dredge limit or outside the limits of dredging and (5) the quantity for payment shall be computed using the Average End Area method.

In the case of Item No. 2 (Disposal of Debris), the quantity of payment shall be the number of tons (2000 lbs.) of debris extracted from materials dredged, disposed of or recycled away from the construction site, as certified on weight tickets.

²² The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

²³ The Estimated Total Contract Price shall be computed by totaling the amounts inserted in the "Amounts" column.

2016 MAR 29 PM 2:10
 PROCUREMENT

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned³

*GREAT LAKES DREDGE & DOCK COMPANY, LLC
A LIMITED LIABILITY COMPANY ORGANIZED UNDER
THE LAWS OF THE STATE OF DELAWARE*

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at the prices inserted by the undersigned in the clause of the Form of Contract entitled "Unit Prices".

This offer shall be irrevocable for ninety (90) days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

³ Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:
If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____."
If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____."
If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."
If a joint venture, give the information required above for each participant in the joint venture.

I. SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts ²²
1	248,250 CY	DREDGING FOR UPLAND DISPOSAL, PER CUBIC YARD <u>SIXTY SEVEN</u> DOLLARS <u>ZERO</u> CENTS	\$ 67.00	\$16,632,750.00
2	500 TONS	DISPOSAL OF DEBRIS, PER TON <u>SEVEN HUNDRED FIFTY</u> DOLLARS <u>ZERO</u> CENTS	\$ 750.00	\$375,000.00
3	15 EA	MOBILIZATION, PER EACH <u>SEVENTY FIVE THOUSAND</u> DOLLARS <u>ZERO</u> CENTS	\$ 75,000.00	\$1,125,000.00
ESTIMATED TOTAL CONTRACT PRICE ²³			\$18,132,750.00	

The following provisions are applicable to the Schedule of Unit Prices . The quantity for payment described in the following provisions shall be the quantity of Classified Work furnished, installed, performed and/or placed in accordance with the Specifications, as shown on the Contract Drawings and where ordered by the Engineer.

No quantity of work will be included under more than one item of Classified Work.

In the case of Item No. 1 (Dredging For Upland Disposal), the quantity of payment shall be the number of cubic yards of material dredged from within the area bounded by the limits of dredging shown on the Contract Drawing, processed, transported, and disposed of at UTEX/Staten Island Marine development (SIMD) in Staten island, New York, where: (1) the number of cubic yards shall be established by computing the volume of material actually dredged from within the Limit of Dredging shown on the Contract Drawing, (2) the existing bottom shall be established by soundings prior to the commencement of dredging, (3) the new bottom shall be established by soundings after completion of dredging, (4) the quantity for payment will not include material dredged from below the 2 foot allowable over dredge limit or outside the limits of dredging and (5) the quantity for payment shall be computed using the Average End Area method.

In the case of Item No. 2 (Disposal of Debris), the quantity of payment shall be the number of tons (2000 lbs.) of debris extracted from materials dredged, disposed of or recycled away from the construction site, as certified on weight tickets.

²² The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

²³ The Estimated Total Contract Price shall be computed by totaling the amounts inserted in the "Amounts" column.

PROPOSAL

To The Port Authority of New York and New Jersey:

The undersigned³ *Clean Earth Dredging Technologies, LLC,*
a corporation organized under the laws of the State of
Delaware

(hereinafter called "the Contractor") hereby offers to perform all the obligations and to assume all the duties and liabilities of the Contractor provided for in the annexed Contract, at the prices inserted by the undersigned in the clause of the Form of Contract entitled "Unit Prices".

This offer shall be irrevocable for ninety (90) days after the date on which The Port Authority of New York and New Jersey opens this Proposal.

To induce the acceptance of this Proposal, the undersigned hereby makes each and every certification, statement, assurance, representation and warranty made by the Contractor in said Contract. Moreover as a condition to receipt and consideration by the Authority of the Proposal whether or not it is accepted, the undersigned agrees that all information of any nature whatsoever, regardless of the form of the communication, received from the undersigned (including its officers, agents, or employees) by the Authority, its Commissioners, officers, agents or employees, and notwithstanding any statement therein to the contrary, has not been given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind except as may arise under letters patent of the undersigned, if any.

³ Insert bidder's name at the top of the page. After the bidder's name, insert one of the following phrases:

If a corporation, give state of incorporation, using the phrase, "a corporation organized under the laws of the State of _____."

If a partnership, give full names of partners, using also the phrase, "co-partners doing business under the firm name of _____."

If an individual using a trade name, give individual name, using also the phrase, "an individual doing business under the trade name of _____."

If a joint venture, give the information required above for each participant in the joint venture.

I. SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts ²²
1	248,250 CY	DREDGING FOR UPLAND DISPOSAL, PER CUBIC YARD <u>Sixty</u> DOLLARS <u>forty two</u> CENTS	60.42	14,999,265.00
2	500 TONS	DISPOSAL OF DEBRIS, PER TON <u>Two hundred eighty</u> DOLLARS <u>NO</u> CENTS	280.00	140,000.00
3	15 EA	MOBILIZATION, PER EACH <u>sixty five thousand</u> DOLLARS <u>NO</u> CENTS	65,000	975,000.00
ESTIMATED TOTAL CONTRACT PRICE ²³			16,114,265.00	16,114,265.00

The following provisions are applicable to the Schedule of Unit Prices. The quantity for payment described in the following provisions shall be the quantity of Classified Work furnished, installed, performed and/or placed in accordance with the Specifications, as shown on the Contract Drawings and where ordered by the Engineer.

No quantity of work will be included under more than one item of Classified Work.

In the case of Item No. 1 (Dredging For Upland Disposal), the quantity of payment shall be the number of cubic yards of material dredged from within the area bounded by the limits of dredging shown on the Contract Drawing, processed, transported, and disposed of at UTEX/Staten Island Marine development (SIMD) in Staten Island, New York, where: (1) the number of cubic yards shall be established by computing the volume of material actually dredged from within the Limit of Dredging shown on the Contract Drawing, (2) the existing bottom shall be established by soundings prior to the commencement of dredging, (3) the new bottom shall be established by soundings after completion of dredging, (4) the quantity for payment will not include material dredged from below the 2 foot allowable over dredge limit or outside the limits of dredging and (5) the quantity for payment shall be computed using the Average End Area method.

In the case of Item No. 2 (Disposal of Debris), the quantity of payment shall be the number of tons (2000 lbs.) of debris extracted from materials dredged, disposed of or recycled away from the construction site, as certified on weight tickets.

²² The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

²³ The Estimated Total Contract Price shall be computed by totaling the amounts inserted in the "Amounts" column.