

BID  
to the  
BOROUGH OF AVALON  
CAPE MAY COUNTY, NEW JERSEY  
PENNSYLVANIA HARBOR EMERGENCY DREDGING PROJECT  
CONTRACT NO. M-133

SCHEDULE OF BID ITEMS

		<u>AMOUNT</u>
ITEM 1	FOR MOBILIZATION AND DEMOBILIZATION OF ALL DREDGE EQUIPMENT AND ALL APPURTENANCES NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND AS INDICATED ON THE CONTRACT DRAWINGS	
	1 LS @ \$ <u>10,000.<sup>00</sup></u>	\$ <u>10,000.<sup>00</sup></u>
	<u>Ten Thousand +<sup>00</sup>/xx Dollars</u>	
	(WRITE LUMP SUM PRICE for Item 1 in Words and Numbers)	
ITEM 2	FOR MECHANICAL DREDGING, HAULING AND DISPOSAL WORK WITHIN THE SHOALED PORTION OF PENNSYLVANIA HARBOR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND AS INDICATED ON THE CONTRACT DRAWINGS	
	1,760 CY @ \$ <u>124.<sup>50</sup></u> Per CY	\$ <u>219,120.<sup>00</sup></u>
	<u>Two Hundred Nineteen Thousand One Hundred Twenty Dollars</u>	
	(WRITE UNIT PRICE for Item 2 in Words and Numbers)	
<b>TOTAL BASE BID (Items 1 through 2 inclusive)</b>		<b>\$ <u>229,120.<sup>00</sup></u></b>
	<u>Two Hundred Twenty-Nine Thousand One Hundred Twenty Dollars</u>	
	(WRITE TOTAL BASE BID in Words and Numbers)	

The following bid items cover work which may or may not be awarded as part of this contract. Refer to the note on the Bid Summary page for the method which the Owner will use for the award of this contract.

SCHEDULE OF SUPPLEMENTAL BID ITEMS

SUPPLEMENTAL  
ITEM S-1

FOR MECHANICAL DREDGING, HAULING AND DISPOSAL  
WORK WITHIN THE SHOALD PORTION OF PENNSYLVANIA  
HARBOR IN ACCORDANCE WITH THE CONTRACT  
DOCUMENTS AND AS INDICATED ON THE CONTRACT  
DRAWINGS

1,085 CY @ \$ 124.<sup>50</sup> Per CY

\$ 135,082.<sup>50</sup>

One Hundred Thirty-Five Thousand Eighty Two Dollars & <sup>50</sup>/<sub>xx</sub>  
(WRITE UNIT PRICE for Supplemental Item S-1 in Words and Numbers)

BASIS OF AWARD:

Under Contract No. M-133 the Borough of Avalon may elect to award, in addition to the work covered under the BASE BID, work which is included under the SUPPLEMENTAL BID ITEM. The Borough of Avalon reserves the right to award and contract for the following work:

BASE BID (Items 1-2 inclusive) only, OR

BASE BID (Items 1-2 inclusive) plus the SUPPLEMENTAL BID (Item S1)

The decision to award the SUPPLEMENTAL BID ITEM will be made by the Owner after the receipt of bids and will be based on the bid prices and available funding. Only a single award will be made to a single Contractor.

Should the following criteria be met, the Owner will award the Contract to the Bidder that submits the lowest total BASE BID plus SUPPLEMENTAL BID ITEM:

1. Funds are available to award the BASE BID plus the SUPPLEMENTAL BID ITEM; and
2. The Owner deems that the public benefit provided by the SUPPLEMENTAL BID ITEM exceeds the cost. (The cost may be determined by the actual sum of the SUPPLEMENTAL BID ITEM or by comparison of the total bid to the lowest base bid submitted by another bidder.)

Should the above criteria not be met, the Owner will award the Contract to the Bidder that submits the lowest BASE BID.

**THE SERVICE INSURANCE COMPANY, INC.**

(in CT, GA, KY, MA, MD, MS, MT, NH, NJ, NY, PA, RI, TN & WV)

(d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)

Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)

Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)

**80 Main Street, Suite 330**

**West Orange, New Jersey 07052**

**Telephone: (973) 731-7650 - Fax: (973) 731-7889**

**BOND NO.: 56840**

**BID BOND**

**DESCRIPTION OF CONTRACT TO WHICH BID PERTAINS:  
PENNSYLVANIA HARBOR EMERGENCY DREDGING PROJECT**

**KNOW ALL MEN BY THESE PRESENTS** that we, **TRIDENT PILING**, as principal, and hereinafter referred to as "Principal", and **THE SERVICE INSURANCE COMPANY, INC.**, a corporation duly organized pursuant to the laws of the State of New Jersey, and authorized to transact business as a surety in the State of **NJ**, as surety, and hereinafter referred to as "Surety", are held and firmly bound unto **BOROUGH OF AVALON**, as obligee, and hereinafter referred to as "Obligee", in the sum of **10% of the "Amount of Bid" or TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)**, for the payment of which sum Principal and Surety bind ourselves and our respective heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

**WHEREAS**, Principal as submitted a bid to Obligee in the amount stated above for the described contract (hereinafter referred to as the "Bid");

**NOW, THEREFORE**, if Obligee shall accept the Bid within the period specified for acceptance thereof (and, if no period is specified, then within 60 days of the date of the Bid) and (a) Principal and Obligee thereafter enter into a contract strictly in accordance with the terms and conditions of the Bid, and Principal provides the performance and payment bonds that it is required to provide pursuant to the Bid (if any), or (b) Obligee is ready, willing, and able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, and Principal, without justification, fails or refuses to enter into such a contract or, without justification, fails or refuses to provide the performance and payment bonds that it is required to provide pursuant to the Bid, and Principal pays to Obligee the penalty specified in the Bid, up to the penal sum of this Bond as stated above, as a result thereof, or (c) Obligee is not ready, willing, or able to enter into a contract with Principal strictly in accordance with the terms and conditions of the Bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

**CONSENT OF SURETY**

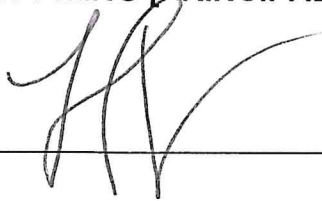
Principal and Surety hereby certify and agree that, if Obligee shall accept the Bid within the period specified for acceptance thereof and shall enter into a contract with Principal relative thereto as described above, Surety will execute the performance and payment bonds that Principal is to provide as required by and in strict conformance with the Bid, without condition.

This Bond (including the Consent of Surety) is furnished to comply with the law of the jurisdiction governing the Bid. Any terms or conditions of this Bond (and/or the Consent of Surety) that conflict therewith shall be deemed deleted herefrom, and any requirements of the law of the jurisdiction that are not expressly set forth above shall be deemed incorporated herein. The intention is that this Bond (and Consent of Surety) be construed to conform with the law of the governing jurisdiction.

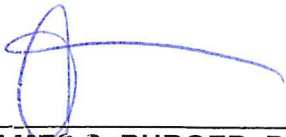
**SIGNED AND DELIVERED THIS Friday, June 9, 2023.**

**TRIDENT PILING [PRINCIPAL]**

By: \_\_\_\_\_



**THE SERVICE INSURANCE COMPANY, INC.**



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**JAMES S. BURGER, PRESIDENT**