

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
MR. ERBE			✓			
MR. HALE			✓			
MR. JUDGE			✓			
MISS MCDONOUGH	✓		✓			
MR. SAGUI		✓	✓			
MS. WHALLEY			✓			
MAYOR NAUGHTON			✓			

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on February 27, 2024.

Borough Clerk

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFAI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P., CPWM
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, P.E., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

February 1, 2024

W. Bryan Dempsey, Borough Administrator
Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

**Re: Bid Recommendation
Marucci Memorial Park Court Improvements
Borough of Spring Lake
Our File: SL 23-16**

Dear Mr. Dempsey:

Bids for the above referenced project were received on February 1, 2024. Five (5) contractors picked up bid documents and five (5) bid proposals were received with a low bid of \$672,775.00 and a high bid of \$951,028.00 as shown on the attached bid tabulation.

The references for the low bidder, Halecon, Inc., Bridgewater, NJ, have been checked by this office and found to be satisfactory. Our office has also administered several projects in the Borough of Spring Lake with this contractor.

We therefore, recommend a contract is awarded to Halecon, Inc., Bridgewater, NJ, in the amount of \$672,775.00 subject to attorney review and available funding.

Should you have any questions regarding this matter, please do not hesitate to call our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Samuel J. Avakian, P.E., P.L.S., P.P.
Consulting Engineer

MMS: mms
c: Robbin Kirk
SL 23-16

TABULATION OF BIDS - MARUCCI MEMORIAL PARK COURT IMPROVEMENTS IN THE BOROUGH SPRING LAKE, MONMOUTH COUNTY, NJ																	SL 23-16	
Bids Received - February 1, 2024																	SHEET 1 of 1	
REQUIRED BID DOCUMENTS TO BE SUBMITTED			BIDDERS															
			Halecon, Inc. 136 Billian Street Bridgewater, NJ 08807	Shore Top Construction Corp. 23 Yellowbrook Road Freehold, NJ 07728	Precise Construction, Inc. 1016 Highway 33, Suite 1 Freehold, NJ 07728-8842	L & L Paving Company, Inc. 89 Yellowbrook road Farmingdale, NJ 07727-3591	D'Avellino Construction Inc. 62 Court Street, Suite 2 Freehold, NJ 07728											
Bid Document Checklist			x		x		x		x		x		x					
Bid Security			x		x		x		x		x		x					
Consent of Surety			x		x		x		x		x		x					
Project Reference			x		x		x		x		x		x					
Statement of Ownership			x		x		x		x		x		x					
Certificate of Equipment Ownership			x		x		x		x		x		x					
Non-Collusion Affidavit			x		x		x		x		x		x					
Addendum Acknowledgement			x		x		x		x		x		x					
NJ Business Registration Certification			x		x		x		x		x		x					
List Of Subcontractors			x		x		x		x		x		x					
Public Works Contractor			x		x		x		x		x		x					
Disclosure of Investment Activities in Iran			x		x		x		x		x		x					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1 LS	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$14,338.00	\$14,338.00						
2	Clearing Site	1 LS	\$16,000.00	\$16,000.00	\$220,000.00	\$220,000.00	\$61,750.00	\$61,750.00	\$58,000.00	\$58,000.00	\$35,000.00	\$35,000.00						
3	Excavation, Unclassified	450 CY	\$30.00	\$13,500.00	\$10.00	\$4,500.00	\$30.00	\$13,500.00	\$50.00	\$22,500.00	\$75.00	\$33,750.00						
4	Milling and Grading	4,700 SY	\$5.00	\$23,500.00	\$2.00	\$9,400.00	\$4.50	\$21,150.00	\$6.00	\$28,200.00	\$14.00	\$65,800.00						
5	Recycled Concrete Aggregate	1,200 SY	\$5.00	\$6,000.00	\$2.00	\$2,400.00	\$6.00	\$7,200.00	\$12.00	\$14,400.00	\$13.00	\$15,600.00						
6	Hot Mix Asphalt, 19M64 Base Course	825 T	\$130.00	\$107,250.00	\$90.00	\$74,250.00	\$105.00	\$86,625.00	\$110.00	\$90,750.00	\$125.00	\$103,125.00						
7	Hot Mix Asphalt, 9.5M64 Top Course, Virgin Mix	725 T	\$130.00	\$94,250.00	\$95.00	\$68,875.00	\$122.00	\$88,450.00	\$130.00	\$94,250.00	\$135.00	\$97,875.00						
8	Tack Coat	500 Gal	\$1.00	\$500.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$2.00	\$1,000.00						
9	Prime Coat	500 Gal	\$1.00	\$500.00	\$0.50	\$250.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$2.00	\$1,000.00						
10	Concrete Sidewalk, 4" Thick	460 SY	\$85.00	\$39,100.00	\$30.00	\$13,800.00	\$63.00	\$28,980.00	\$110.00	\$50,600.00	\$99.00	\$45,540.00						
11	10-Foot-High Vinyl Coated Chain Link Fence	1,650 LF	\$90.00	\$148,500.00	\$50.00	\$82,500.00	\$110.00	\$181,500.00	\$110.00	\$181,500.00	\$145.00	\$239,250.00						
12	4-Foot-High Vinyl Coated Chain Link Fence	350 LF	\$63.00	\$22,050.00	\$20.00	\$7,000.00	\$56.00	\$19,600.00	\$60.00	\$21,000.00	\$100.00	\$35,000.00						
13	Vinyl Coated Gate	10 UN	\$2,500.00	\$25,000.00	\$1,000.00	\$10,000.00	\$1,800.00	\$18,000.00	\$1,200.00	\$12,000.00	\$1,500.00	\$15,000.00						
14	Acrylic Resurfacer	6,000 SY	\$3.00	\$18,000.00	\$1.00	\$6,000.00	\$13.50	\$81,000.00	\$9.00	\$54,000.00	\$11.00	\$66,000.00						
15	Novacrylic Court Surface	6,000 SY	\$3.00	\$18,000.00	\$12.00	\$72,000.00	\$10.00	\$60,000.00	\$11.00	\$66,000.00	\$10.00	\$60,000.00						
16	Court Line Striping	1 LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$17,800.00	\$17,800.00	\$5,000.00	\$5,000.00	\$17,500.00	\$17,500.00						
17	Tennis Court Net Post and Net	4 UN	\$5,000.00	\$20,000.00	\$3,000.00	\$12,000.00	\$1,750.00	\$7,000.00	\$3,200.00	\$12,800.00	\$3,000.00	\$12,000.00						
18	Pickleball Court Net Post and Net	6 UN	\$5,000.00	\$30,000.00	\$3,000.00	\$18,000.00	\$1,600.00	\$9,600.00	\$3,200.00	\$19,200.00	\$3,000.00	\$18,000.00						
19	Basketball Goal Assembly	4 UN	\$5,500.00	\$22,000.00	\$5,500.00	\$22,000.00	\$6,000.00	\$24,000.00	\$7,000.00	\$28,000.00	\$5,000.00	\$20,000.00						
20	20-Foot-High Outfield Netting and Posts	325 LF	\$85.00	\$27,625.00	\$90.00	\$29,250.00	\$135.00	\$43,875.00	\$125.00	\$40,625.00	\$170.00	\$55,250.00						
Total Items 1-20				\$672,775.00		\$678,725.00		\$780,030.00		\$818,825.00		\$951,028.00						
Bid Rank				1		2		3		4		5						

I herby certify that this a true copy of bids received for
Marucci Memorial Park Court Improvements in the
Borough of Spring Lake, NJ on February 1, 2024


Samuel J. Avakian, P.E., P.L.S., P.P.
NJ PE License GB42589
Leon S. Avakian, Inc.

AGREEMENT

THIS AGREEMENT dated the 5th day of March 2024, between the BOROUGH OF SPRING LAKE, with offices located at 423 Warren Avenue, Spring Lake, Monmouth County, New Jersey, hereafter referred to as “Owner”, and HALECON, INC., a New Jersey Corporation, with offices located at 136 Billian Street, Bridgewater, New Jersey, hereafter referred to as “Contractor”.

WITNESSETH:

1. It is agreed by and between the parties that the documents entitled “Specifications for Marucci Memorial Park Court Improvements in the Borough of Spring Lake, Monmouth County, New Jersey”, dated January 12, 2024, and prepared by Samuel J. Avakian, P.E., License No. 42589, hereafter referred to as “Specifications” including the Information For Bidders; the Technical Specifications; the Plan Set (4 sheets) prepared by Samuel J. Avakian, P.E., dated January 12, 2024, hereinafter referred to as “Drawings”; together with the terms and conditions set forth in the bid package and all representations made by Contractor in its bid proposal are also specifically incorporated herein by reference; and are made a part hereof as if set forth at length herein and the terms and conditions there in form a material part of this contract together with all statements and information made by Contractor in its bid.

2. Contractor, for and in consideration of the payments hereinafter specifies, hereby covenants, and agrees to furnish and deliver all the materials and to do and perform all the work and labor required to complete the items listed in the contract proposal more fully described in the aforementioned Specifications and Drawings. The contractor agrees to perform all such work in strict and entire conformity with the conditions and specifications and will complete the work by and within the time set forth in such attachments.

3. Contract Times. The Contractor shall proceed within 14 calendar days of receipt of contracts and work shall be completed by May 17, 2024.

4. Owner shall pay Contractor for the performance of the work as bid the sum of \$672,775.00, which payment is to be made as provided in the Specifications.

5. No assignment by a party hereto of any rights under or interest in the Contract Documents included in the Specifications, will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

6. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7. Addresses for giving Notices:

BOROUGH OF SPRING LAKE
423 Warren Avenue
P.O. Box 638
Spring Lake, NJ 07762

Halecon, Inc.
136 Billian Street
Bridgewater, NJ 08807

8. Additional Terms as follows:

- a. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- b. **CONSTRUCTION.** This Agreement is being delivered and is intended to be performed in the State of New Jersey and shall be construed and enforced in accordance with the laws thereof.
- c. **NOTICES.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipt requested, to the parties hereto at the address stated on the first page of this contract.
- d. **COUNTERPARTS.** This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. **DEFENSE & INDEMNIFICATION** Contractor shall defend, indemnify and hold the Borough harmless from and against any claims against the Borough for damages to person or property, including attorney fees, arising from the acts/omissions of the Contractor, its agents, officers, employees and subcontractors in furtherance of performance under this Contract.

IN WITNESS WHEREOF, THE OWNER AND CONTRACTOR have signed this AGREEMENT.

OWNER:
BOROUGH OF SPRING LAKE

CONTRACTOR:
HALECON INC.

By: Jennifer Naughton
JENNIFER NAUGHTON, MAYOR

By: Robert Hale
ROBERT HALE, PRESIDENT

Attest:

W. Bryan Dempsey
W. BRYAN DEMPSEY, ADMINISTRATOR

Attest:

Ryan Hale
RYAN HALE, SECRETARY

(Affix Corporate Seal)

STATE OF NEW JERSEY)

ss.:
COUNTY OF ~~MONMOUTH~~ SOMERSET

I CERTIFY THAT ON THIS 5 DAY OF MARCH, ²⁰²⁴~~2023~~ ROBERT HALE

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the President of HALECON INC., the corporation named in this document;
- (b) This person is the attesting witness to the signing of this document by ROBERT HALE, the proper corporate officer, who is the President of this corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

CONTRACTOR: HALECON INC.

By: 
RYAN HALE, SECRETARY

Signed and sworn to before me on MAR. 5, 2024


Name JANINE MCTERNAN
Notary Public of New Jersey
My Commission Expires 9/4/24

