ADVERTISEMENT AND NOTICE TO BIDDERS

NOTICE is hereby given that sealed proposals will be received by the Joint Meeting of the following municipalities:

The CITY OF EAST ORANGE, the TOWNSHIP OF HILLSIDE, the TOWNSHIP OF IRVINGTON, the TOWNSHIP OF MAPLEWOOD, the TOWNSHIP OF MILLBURN, the CITY OF NEWARK, the BOROUGH OF ROSELLE PARK, the TOWNSHIP OF SOUTH ORANGE VILLAGE, the CITY OF SUMMIT, the TOWNSHIP OF UNION, and the TOWNSHIP OF WEST ORANGE, municipal corporations of the State of New Jersey, organized in Joint Meeting under the provisions of an ACT entitled "An Act to Authorize Two or More Municipalities in the State to Jointly Construct and Maintain Outlet or Trunk Sewers", approved March 15, 1899, and the supplements and amendments thereto, and codified as N.J.S.A. 40:63-68 to 138, hereinafter referred to as the "Joint Meeting".

For

THE JOINT MEETING OF ESSEX AND UNION COUNTIES
WASTEWATER TREATMENT PLANT

BIOSOLIDS FACILITY STORMWATER PUMPING STATION

The procurement of bids for the above referenced project is being conducted through the electronic procurement platform, Ion Wave Technologies. Sealed proposals for construction of the project will be received by the Joint Meeting of Essex & Union Counties at https://jmeucprocurement.ionwave.net until 10:00 A.M. prevailing time on Tuesday, April 21, 2026. On such date and at the above time, in accordance with the provisions of the Local Public Contracts Law, such proposals will be publicly opened and read aloud via Zoom. Proposals shall be submitted at https://jmeucprocurement.ionwave.net. The Bidders Proposal (in Section C) must be submitted at the time of bid along with those additional documents required by the Contract Documents to be submitted at the time of bid (as identified on the Bidder's Checklist). No bids will be received after the time specified.

Bid Opening Zoom Meeting ID: 882 674 1827
Passcode: 793215

The Work under this proposal shall include the furnishing of all labor, material and equipment necessary to perform the Work as shown on the Contract Drawings and as specified. All construction shall be included in a single overall Contract.

The Contract generally consists of construction of the Biosolids Facility Stormwater Pumping Station including construction of the pumping station reinforced concrete wet well, installation of three (3) storm water submersible pumps and discharge piping, connection to the storm water surge tank, modifications to the existing twin outfall, construction of new storm sewer piping and structures, relocation of utilities as required, and electrical and instrumentation work, and other associated work as more particularly indicated, shown, or described in the Contract Documents.

Each proposal shall be accompanied by Bid Security consisting of either a Bid Bond or a certified check in accordance with N.J.A.C. 5:34-5.3(f) made payable to the Joint Meeting of Essex and Union Counties and in the amount of ten percent (10%) of the Bid price, but not to exceed $20,000.00. Such checks or Bid Bonds will be returned to all except the three apparent lowest responsible bidders, unless otherwise requested, within ten (10) days, Sundays and holidays excepted, after the opening of Bids and the proposals of such bidders shall be considered as withdrawn. The checks or Bid Bonds of the remaining unsuccessful bidders shall be returned within three (3) days, Sundays and holidays excepted, after the awarding and signing of the Contract and the approval of the accepted Bidder's Performance Bond, or if no award will be made. Each bidder agrees that it will not withdraw its Bid except as allowed pursuant to N.J.S.A. 40A:11-23.3.

Each proposal shall be accompanied by a certificate of Consent of Surety from a Bonding Company licensed to do business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds", U.S. Treasury Department Circular 570, for the furnishing of Bonds as hereafter described. A Performance Bond and a Labor and Materials Payment Bond for one-hundred percent (100%) of the Contract Price each, issued by a company authorized to do business in the State of New Jersey, will be required for the faithful performance of the Contract. All required Bonds shall be submitted and approved on or before the time set for the execution of said Contracts. CERTIFICATES AND BONDS SHALL BE ON THE FORMS INCLUDED IN THE CONTRACT DOCUMENTS.

The party to whom this Contract is awarded shall be prepared to execute the Contract within twenty-one (21) days of the date of the Notice of Award.

Should the successful Bidder, to whom the Contract is awarded, fail to comply with the above provisions as to the Performance Bond and Labor and Materials Payment Bond and to execute said Contract within the time set forth above, the Joint Meeting may, at its option, declare the successful Bidder in default, the Contract abandoned by it, and may further take such proceedings as it may deem necessary to protect the interest of the Joint Meeting such as forfeiture of the bid bond.

Contract Documents and plans for the proposed work prepared by David J. Samuel, P.E., Consulting Engineer, CME Associates, may be examined at the office of said Engineer, at 1 Tower Center Blvd., 20th Floor, East Brunswick, New Jersey between the hours of 9:00 a.m. and 3:00 p.m. Contract Documents and plans may be obtained at no cost at https://jmeucprocurement.ionwave.net until the time set for the opening of bids.

During the Contract Period, the Contractor shall be required to comply with the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts and the rules and regulations promulgated pursuant thereunto are hereby made a part of this Contract and are binding on them. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

During the performance of this Contract, the Contractor agrees to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27), and N.J.S.A. 10:5-31 et seq., all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended and the United States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety.

The Contract or subcontract is expected to be funded in part with funds from the New Jersey Department of Environmental Protection (NJDEP), the New Jersey Infrastructure Bank (NJIB) and the Federal Emergency Management Agency (FEMA). Neither the State of New Jersey, the New Jersey Infrastructure Bank, FEMA, nor any of their departments, agencies, or employees is, or will be, a party to this Contract or subcontract or any lower tier Contract or subcontract. This Contract or subcontract is subject to the provisions of N.J.A.C. 7:22-3, 4, 5, 9 & 10, and 2 CFR 200.317 through 200.327 and 2 CFR 200 Appendix II. In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-3.17(a)24 and 4.17(a)24, the Contractor (subcontractor) shall comply with all provisions of N.J.A.C. 7:22-9 for the participation of small business enterprises owned and controlled by Socially and Economically Disadvantaged Individuals (SED's).

The successful Bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq.

In accordance with N.J.A.C. 7:22-3.37 and N.J.S.A. 40A:11-16.6, value engineering shall be implemented to the maximum extent feasible for the work included in this Contract. Procedures for implementing value engineering are included in the appendix of these Specifications.

The Joint Meeting reserves the right to reject all Bids in accordance with N.J.S.A. 40A:11-13.2, and also reserves the right to waive any minor immaterial informality in the Bids, in accordance with law.

The number of days allowed for the completion of the Contract shall be 540 calendar days in accordance with N.J.S.A. 40A:11-17.

BY ORDER OF THE JOINT MEETING OF ESSEX AND UNION COUNTIES
HANIFA Z. JOHNSON, EXECUTIVE DIRECTOR