

RESOLUTION

No. 21-153

Approved as to Form and Legality


CITY ATTORNEY

Date of Adoption _____

Factual content certified by _____


MARK LAVENBERG, DIRECTOR OF WATER AND SEWER

Councilman /woman _____ presents the following Resolution:

RESOLUTION AWARDDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO PIONEER ENVIRONMENTAL GROUP, LLC FOR UNDERGROUND STORAGE TANK REGULATORY COMPLIANCE MANAGEMENT, AND LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) WORK ON AN AS NEEDED BASIS FOR A PERIOD OF ONE (1) YEAR FROM APRIL 16, 2021 TO APRIL 15, 2022 IN AN AMOUNT NOT TO EXCEED \$42,206.00- RFP20 21-05

WHEREAS, the City has a need for Underground Storage Tank Regulatory Compliance, Management, and Licensed Site Remediation Professional (LSRP) Work on an as needed basis for a period of one (1) year the City of Trenton Department of Water and Sewer; and

WHEREAS, a Request for Proposals was advertised, and eight (8) proposals were received on March 2, 2021 and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of Pioneer Environmental Group, LLC, 2917 East State Street, Mercerville, New Jersey 08619 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed \$42,206.00 have been certified to be available in the following account number(s): 1-05- -55-5500-899. The City shall award this contract for a period of one (1) year from April 16, 2021 to April 15, 2022.

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with Pioneer Environmental Group, LLC, 2917 East State Street, Mercerville, New Jersey 08619 Underground Storage Tank Regulatory Compliance, Management, and Licensed Site Remediation Professional (LSRP) Work on an as needed basis in an amount not to exceed \$42,206.00 for a period of one (1) year for the City of Trenton, Department of Water and Sewer.
2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.
3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY					MCBRIDE					VAUGHN				
CALDWELL					MUSCHAL									
WILSON														
HARRISON					RODRIGUEZ									

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on _____

President of Council

City Clerk

PROFESSIONAL SERVICES CONTRACT

RFP2020-05

RESOLUTION 21-153

**UNDERGROUND STORAGE TANK REGULATORY COMPLIANCE MANAGEMENT, AND LICENSED SITE
REMEDATION PROFESSIONAL (LSRP) WORK ON AN AS NEEDED BASIS**

THIS CONTRACT, made this **29TH** day of **APRIL 2021** by and between the **CITY OF TRENTON, 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** a Municipal Corporation of the State of New Jersey, ("City") and **PIONEER ENVIRONMENTAL GROUP, LLC, 2917 EAST STATE STREET, MERCERVILLE, NEW JERSEY 08619** (CONTRACTOR").

WHEREAS, the City has a need **FOR UNDERGROUND STORAGE TANK REGULATORY COMPLIANCE MANAGEMENT, AND LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) WORK ON AN AS NEEDED BASIS** for the City of Trenton, Department of Water and Sewer.

WHEREAS, Contractor agrees to provide **FOR UNDERGROUND STORAGE TANK REGULATORY COMPLIANCE MANAGEMENT, AND LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) WORK ON AN AS NEEDED BASIS** for the City of Trenton, Department of Water and Sewer in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

FOR UNDERGROUND STORAGE TANK REGULATORY COMPLIANCE MANAGEMENT, AND LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) WORK ON AN AS NEEDED BASIS for the City agrees to retain **PIONEER ENVIRONMENTAL GROUP, LLC, 2917 EAST STATE STREET, MERCERVILLE, NEW JERSEY 08619** ("the request of and under the general supervision of the City of Trenton, Department of Water and Sewer.

1. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:

This contract shall remain in full force and effect for a period of one (1) year from April 16, 2021 to April 15, 2022 in an amount not to exceed \$42,206.00.

- 2. STATUS OF CONTRACTOR:** It is expressly understood by and between the parties hereto that the status of the Contractor retained to carry out the services set forth in this agreement is that of an Independent Contractor. It is further understood by and between the parties that is not intended nor shall it be construed, that the contractor is an agent, employee, or officer of the City of Trenton.
- 3. NOTICES:** Any notices required to be delivered to either party pursuant to this Contract shall be in writing to their respective addresses. The parties shall be responsible for notifying each other of any change of address.
- 4. INTEGRATION:** **Resolution #21-153** and this contract constitutes the entire agreement between the parties and any representation that may have been made prior to the execution of this Contract are nonbonding, void, and of no effect and neither party has relied on any such prior representations in entering into this Contract with the City of Trenton, Department of Water and Sewer.

5. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

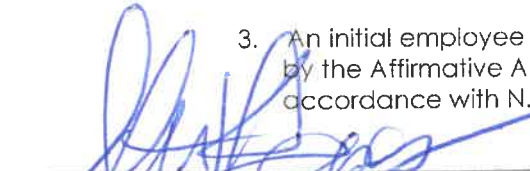
6. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

7. **MISCELLANEOUS PROVISIONS:**

- a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
- b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.
- c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.
- d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.
- e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals

consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

- g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:
 - 1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.
 - 2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.
 - 3. An initial employee information report (Form AA#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4



PIONEER ENVIRONMENTAL GROUP, LLC
2917 EAST STATE STREET EXT,
MERCERVILLE, NEW JERSEY 08619


5-25-21
DATE

Seal: _____

Attest: 

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST: 
MATTHEW H. CONLON, RMC
MUNICIPAL CLERK

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

7-13-21
DATE

7-8-21
DATE

II. SCOPE OF WORK & QUALIFICATIONS

Successful respondents will, on an "as needed" basis, be assigned and required to provide services in all aspects of UST regulatory management, monitoring, and notifications to DEP of any discharges and containment. Successful respondents will be responsible for notifying Water Filtration Staff in writing (email) of regulatory deadlines, changes, and will create an annual calendar of maintenance and monitoring actions required for all active USTs. The successful respondent will create a spreadsheet of all notifications and deadlines that TWW must meet to either come into compliance or maintain compliance with regulations. In the event of UST closures, the successful respondent will serve as the Licensed Site Remediation Professional (LSRP) and complete the required DEP notifications, resulting remedial action oversight and reporting requirements. The successful respondent support TWW Water Filtration Plant staff meetings with DEP. The successful respondent will oversee all sampling efforts. The successful respondent will inspect all containment and spill catchment features on a quarterly basis and submit a written report with clearly outlined actions that are necessary for TWW staff to maintain regulatory compliance. The successful respondent will prepare UST related correspondence to regulators.