

# RESOLUTION

21-451

No. \_\_\_\_\_

Date of Adoption October 7, 2021

Approved as to Form and Legality:

Factual content certified by

  
WESLEY CRIDER, DIRECTOR OF LAW

  
MARK LAVENBERG, DIRECTOR OF WATER & SEWER

Councilman /woman

CALDWELL - WILSON

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO PROCOPS, LLC TO PROVIDE ARMED SECURITY GUARD SERVICES FOR A PERIOD OF ONE (1) YEAR FROM OCTOBER 8, 2021 TO OCTOBER 7, 2022 IN AN AMOUNT NOT TO EXCEED \$253,344.00 BID 2021-40**

**WHEREAS**, three (3) sealed bids were received on June 3, 2021, to Provide Armed Security Guard Services at Trenton Water Filtration Plant for a period of one (1) year with an option to extend one (1) year from date of award for the City of Trenton, Department of Water and Sewer, Water Filtration Plant; and

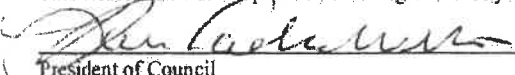
**WHEREAS**, the low bidder, ProCops Security, LLC, 60 Park Place, Suite 1110, Newark, New Jersey 07102 made pursuant to advertisement, be and is hereby accepted, as the lowest, legally responsible bidder complying with the terms and specifications on file in the Division of Purchasing; and

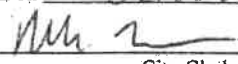
**WHEREAS**, funds in an amount not to exceed \$253,344.00 for one (1) year (for 24 hours, 7 days per week at \$29.00 per hour) have been certified to be available in the following account number: TY'2021, 2-05- -55-5500-841-001 (\$65,000.00), from October 8, 2021 to December 31, 2021; CY'2022, 2-05- -55-5500-841-001 (\$188,344.00), from January 1, 2022 to October 7, 2022; with an option to extend one (1) additional year (for 24 hours, 7 days per week at \$30.00) from October 8, 2022 to October 7, 2023. A resolution must be authorized to exercise the option to extend.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with ProCops Security, LLC, 60 Park Place, Suite 1110, Newark, New Jersey 07102 in an amount not to exceed \$253,344.00 for one (1) year (for 24 hours, 7 days per week at \$29.00 per hour) to Provide Armed Security Guard Services at Trenton Water Filtration Plant for the City of Trenton, Department of Water and Sewer for the said purposes in the manner prescribed by law.

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

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on October 07, 2021

  
President of Council

  
City Clerk

**AGREEMENT  
CITY OF TRENTON, NEW JERSEY  
BID2021-40  
RES. NO. 21-451  
ARMED SECURITY GUARD SERVICES  
AWARDED TO PROCOPS, LLC**

This Agreement, entered into this 7<sup>TH</sup> Day of OCTOBER 2021 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **PROCOPS, LLC, 60 PARK PLACE, SUITE 1110, NEWARK, NEW JERSEY 07102** (Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$253,344.00 FOR A PERIOD OF ONE (1) YEAR (FOR 24 HOURS, 7 DAYS PER WEEK AT \$29.00 PER HOUR) FROM OCTOBER 8, 2021 TO OCTOBER 7, 2022; WITH AN OPTION TO EXTEND ONE (1) ADDITIONAL YEAR (FOR 24 HOURS, 7 DAYS A WEEK AT \$30.00 PER HOUR) FROM OCTOBER 8, 2022 TO OCTOBER 7, 2023. A RESOLUTION MUST BE ADOPTED TO EXERCISE THE OPTION TO EXTEND CONTRACT. BIDDER MUST SUBMIT AN EXTENSION LETTER TO EXTEND THE PRICING AND SERVICES FOR AN ADDITIONAL ONE (1) YEAR.**

**FIRST**, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDED A CONTRACT TO PROCOPS, LLC,  
60 PARK PLACE, SUITE 1110, NEWARK, NEW JERSEY 07102 FOR SECURITY GUARD SERVICES  
FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER, WATER FILTRATION PLANT.**

B. The contract shall submit with contracts with the following:  
**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS  
SUB-CONTRACTORS: NONE  
BACKGROUND CHECKS ARE REQUIRED FOR ALL EMPLOYEES PRIOR TO START DATE**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND**. The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD**. The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH**. In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

**FIFTH**. This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. 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, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, 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 contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ 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 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3)(a) (1)

g. CONTRACTOR or subcontractor 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 or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that 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 thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)



o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this

contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.



Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

		<b>CITY OF TRENTON</b>	
Attest:			
	<u>Mathew H. Conlon, RMC Municipal Clerk</u>		<u>W. Reed Gusciara, Esq. Mayor</u>
	<u>1/10/22</u>		<u>11.24.21</u>
	Date		Date

and

**PROCOPS, LLC, 60 PARK PLACE, SUITE 1110, NEWARK, NEW JERSEY 07102**

Attest:		
	<u>Secretary</u>	<u>President</u>
	<u>11/08/2021</u>	
	Date	

## **SPECIFICATIONS**

### **INTENT OF SPECIFICATIONS**

It is the intent and purpose of these specifications to describe the conditions and requirements necessary for entering into a contract for providing armed security guard services as provided herein and in the Proposal Form.

### **SUBCONTRACTING OR ASSIGNMENT**

The contract for providing security guard services **shall not** be subcontracted or assigned in whole or in part.

### **PERIOD OF CONTRACT**

The terms of the contract shall be from the date of award through **June 30, 2022**, with the option to extend one (1) year. The Contractor shall be prepared to start work within two (2) weeks of being notified by the Director of Water & Sewer or the duly authorized representative to proceed with the work.

### **GUARD OPERATION**

This contract shall provide 24-hour armed guard service to this building. These 24 hours shall be divided into two (2) sections. One section shall be entitled **ARMED WORKING HOURS GUARD**. The other section shall be entitled **ARMED NON-WORKING HOURS GUARD**.

One guard, who meets the requirements of these specifications, shall be furnished for each shift.

The **ARMED WORKING HOURS GUARD** shall work as follows:

8:00 AM to 4:00 PM Monday through Friday (5 days)	40 hours
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The **ARMED NON-WORKING HOURS GUARD** shall work as follows:

4:00 PM to Midnight Monday through Sunday (7 days)	56 hours
Midnight to 8:00 AM Monday through Sunday (7 days)	56 hours

8:00 AM to 4:00 PM  
Saturday and Sunday (2 days) 16 hours

The total working hours per week for both the **ARMED WORKING HOURS GUARD AND THE ARMED NON-WORKING HOURS GUARD** shall be: 168 hours

In addition to the above routine schedule, service shall be provided for approximately thirteen (13) authorized City of Trenton Holidays, during which time coverage must be maintained. These holidays shall be subject to verification upon award of the contract. On these holidays the working hours armed guard shall perform the duties of the non-working hours armed guard.

#### **WORK SCHEDULE**

The successful Bidder shall furnish the Director of Water & Sewer the duly authorized representative a detailed written "Armed Guard Instructions Manual" including a drawing of the area to be protected and showing fences, building, office and EGS stations, etc. This instruction manual shall be submitted at the pre-award conference.

The "Armed Guard Instructions Manual" must be based on, but not necessarily limited to, the requirements of these Specifications (see "Duties of Armed Guards" and "Supervision by Trenton Water Works") and must be approved before work begins. Failure to submit this approved manual prior to when work begins may result in the termination of the contract.

#### **EGS OPERATION**

The successful Bidder shall provide all equipment, materials and computer software to identify circumstances, record time, download and correlate computer data for reports. This system of latest technology shall not be a Detex Guardsman Clock System, Tour Traxx Systems or a Bar Code Scanner System. It shall perform at a minimum the function of the Detex Guardsman Clock System using the state-of the art equipment and technology. This shall include any and all equipment used to record rounds and incidents as well as computer software to run on an IBM compatible P.C. **The computer software will enable the downloading of rounds and incident information and shall allow for manipulation of this data to provide for useful report information. Detailed information regarding the system shall be submitted with the Contractor's bid. However, before the equipment is put in use, it shall receive the approval of the Director of Water & Sewer or the duly authorized representative.** This system shall be in effect for the entire contract period.

This process of latest technology shall be implemented using the following:

- Stainless steel electronic chips with individual identification number. The chips shall be recorded with station locations, incident situations, guard identification, etc. The chips shall be impervious to weather, temperature, magnetic interference and electromagnetic interference.
- Sealed electronic probe with no moving parts, signals audibly and visually when a chip has been read. Probe head must be protected from scratching, damage, etc. The probe shall hold a minimum of 4,000 confirms before needing to download. The probe shall give an audible signal when within 500 touches of being full. The probe has an internal date and time stamp.
- Electronic IBM PC compatible downloader device capable of downloading the data at a baud rate exceeding 1 million bits from the probe into a data file using the serial port on the IBM PC having either 25 or 9 pins. This data transfer shall occur in less than a few seconds.
- Report Generation Software System that is Windows 7 compatible. The system must be equipped with easy to understand menus and a free 24-hour hotline available for assistance. **The system shall have a report menu and the ability to produce reports that indicate trend analysis, tour duration, errors and incidents, patrol activity, scan analysis, incidents only, incident table, archived scan activity and post association table. There will be no exceptions.**
- There shall be a minimum of 14 chip stations for the outside of the building and a minimum of 8 chip stations for the inside of the building. All equipment shall be provided by the Contractor. This includes the chips, chip stations, electronic probe, downloader device and computer software.

#### **SUPERVISION BY TRENTON WATER WORKS**

It is the Contractor's responsibility to make changes in the work schedule as may be requested by the Director of Water & Sewer or the duly authorized representative.

The Contractor shall meet periodically with the Director of Water & Sewer or the duly authorized representative to discuss the services and any changes in procedures and operations as may be deemed necessary.



The Contractor shall submit to the Director of Water & Sewer or the duly authorized representative the names of no more than nine (9) personnel to be used in the guard operation.

The Contractor agrees to remove for the life of the contract any guard who, in the judgment of the Director of Water & Sewer or the duly authorized representative, is not performing satisfactorily.

### **SUPERVISION BY CONTRACTOR**

The Contractor agrees that each guard working a shift shall be visited at least once by a Company Supervisor who shall stay for a period of no less than 20 minutes. The only exception shall be the working hours guard. **He shall only be visited by a Company Supervisor when he is performing the duties of the non-working hours armed guard. The Company Supervisor shall come on a random basis and shall sign in and sign out on the log sheet for that shift period. The company supervisor and the armed guard on duty shall not be the same individual.**

The Contractor agrees that if a guard must work 16 hours on a double shift, a Company Supervisor shall make two visits with the same provisions above.

No guard shall work more than a 16-hour shift.

### **CONTRACTOR'S PERSONNEL**

All of the Contractor's service personnel shall be in clean groomed uniform at all times.

All of the Contractor's service personnel shall be United States Citizens.

All of the Contractor's service personnel shall be capable of taking verbal messages over the telephone and transcribing them into understandable written messages.

All of the Contractor's service personnel shall be proficient in speaking the English language so as to be easily understood in telephone conversations.

All of the Contractor's service personnel shall be high school graduates. **For each of the armed guards assigned and scheduled to work at the complex, five (5) days prior to the start of the contract the Contractor shall supply an affidavit certifying that the individual meets this requirement.**

**All of the Contractor's service personnel shall be checked for any criminal record. If the guard has a criminal record he shall be dismissed. For each of the armed guards assigned and scheduled to work at the Filtration Plant, the Contractor shall supply and affidavit certifying that the individual meets this requirement.**

**All of the Contractor Service Personnel shall be (SORA) Security Officer and Registration Act Certified to the requirements of N.J.S. 45:19A-1 to 45:19A-12 as enacted by the NJ State Legislature and in accordance with N.J. A.C. 13:55A-1.1 to 13:55A-8.3 regulations. For each of the armed guards assigned and scheduled to work at the complex, the Contractor shall supply an affidavit certifying that the individual meets this requirement this must be supplied BEFORE the start of service.**

#### **THEFT**

The Contractor agrees that any loss sustained by the Trenton Water Works due to theft occurring directly as a result of the negligence of the Contractor's employees shall be reimbursed to the Trenton Water Works by the Contractor.

The Contractor further agrees that any vandalism which leads to damage sustained by the Trenton Water Works, resulting directly as a result of the negligence of the Contractor's employees, shall be reimbursed to the Trenton Water Works by the Contractor.

#### **PENALTIES**

Any dollar amount owed the Trenton Water Works for losses incurred due to theft or vandalism as defined in the section entitled "Theft" must be paid within 60 days of the date of the loss.

The (EGS) Electronic Guard System data shall be reviewed weekly by the Director of Water and Sewer or the duly authorized representative for compliance with section "A. NON-WORKING HOURS ARMED GUARD, General Duties of Armed Guard" Paragraph No. 1. In the event an armed guard fails to begin a scheduled round within one half hour of the scheduled time a four-hour deduction shall be made from the subsequent bill for services rendered.

In the event an armed guard fails to "hit" one or more EGS station during scheduled rounds, a one-hour deduction shall be made for each EGS station

not "hit," for a maximum penalty of four hours for that shift. The deduction will not be made the first time that a station is not hit. TWW will notify the service when a station is missed, and the service will have 48 hours from the time TWW notifies the service of the missed station to retrain the armed guard. Service shall provide a letter documenting the retraining of the guard. If the armed guard misses a station after the service retrains the armed guard, deductions shall be made from the subsequent bill for services rendered.

In the event a guard fails to "hit" all EGS stations indicating that he failed to make an entire inspection, a four-hour deduction shall be made from the subsequent bill for services rendered.

All deductions shall be made from monies owned the contractor for services rendered notwithstanding failure of the EGS equipment.

No more than one day pay shall be deducted from the Contractor's voucher for that day on which penalties were incurred even though the penalties for that day as specified above may be greater than that day's pay.

No more than eight hours per shift shall be deducted even though penalties for that shift may be greater than eight hours.

The log sheets shall be reviewed weekly by the Director of Water & Sewer or the duly authorized representative for compliance with the section entitled "**Supervision by Contractor,**" Paragraph No. 1. **In the event that an inspector fails to visit an armed guard during the armed guard's shift, two hours shall be deducted. All deductions shall be made from monies owed the Contractor for services rendered.**

The section entitled "Supervision by Trenton Water Works" requires that not more than nine people shall be used in the operation for the life of the contract notwithstanding resignations, sickness or death. The section further provides for the removal of any guard for non-performance. When the non-performance is discovered and dismissal is initiated by Trenton Water Works the Contractor shall pay a penalty of \$300 to the Trenton Water Works which shall be deducted, if available, from monies owed the contractor for services rendered.

## GENERAL DUTIES OF ARMED GUARDS

### A. NON-WORKING HOURS ARMED GUARD

The armed guard station is located inside of the main vestibule of the Filtration Plant. The armed guard shall make staggered inspections of the premises. For example, at midnight the guard shall perform inspections outside the building. At 1 AM the armed guard shall perform inspections inside the building. At 2 AM the armed guard shall then perform inspections outside the building. This inspection process shall continue for the remainder of the entire shift. A working schedule shall be furnished in accordance with the requirements of the section entitled "Work Schedule".

#### **The Armed Guard Shall:**

Monitor the television monitors for suspicious activity, and thereafter record and report accordingly the written documentation in a timely manner to the Director of Water & Sewer or the duly authorized representative and where necessary immediately to the Police. **\*\*NOTE there is no television monitoring equipment at this time\*\*\***

Guard the property against fire, theft, damage and trespassing.

Permit only duly authorized persons to enter premises. All persons shall sign in on the log sheets. The log sheets shall be provided by the Trenton Water Works.

Make written record and accompany Trenton Water Works personnel entering premises during non-working hours. Additionally, make written record and same to the Director of Water & Sewer or the duly authorized representative of any material needed by working crews.

Record incoming customer complaints and notify service personnel on duty (names and phone numbers provided by Trenton Water Works).

Specific duties of the non-working hours armed guard shall be listed in the guard duty manual. These duties shall be reviewed in detail prior to the start of contract.

## **B. WORKING HOURS ARMED GUARD**

The guard station is located just inside the main entrance of the Plant, on the first floor of the building. A working schedule shall be furnished in accordance with the requirements of the section entitled "**Work Schedule.**"

### **THE ARMED GUARD SHALL:**

Guard the property against entry by unauthorized people and remove unruly people from the property either through escort or by contacting the Trenton Police Department and monitoring the unruly people until the Trenton Police arrives.

Check all persons entering the building. Any person other than a Trenton Water Works employee must sign-in and sign-out and produce Identification. Any person that does not do this is not permitted on the premises.

Instruct visitors where to park.

Specific duties of the working hour's armed guard shall be listed in the armed guard duty manual. These duties shall be reviewed in detail prior to the start of this Contract.