



*Barbara Jo Crea, Director
Gary Quinn, Deputy Director
Virginia E. Haines, Commissioner
John P. Kelly, Commissioner
Frank Sadeghi, Commissioner*

*Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent*

*County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754*

BID

MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING

2024

***ADVERTISEMENT DATE: August 28, 2024
OPENING: September 24, 2024, 11:00 am***

Bid Category: 18- Miscellaneous Commodities and Services

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, September 24, 2024 at 11:00 am**, prevailing time.

Bids will be received electronically via the County's Online Procurement Portal. Specifications are available on the Procurement Portal or for viewing only, in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

A Project Labor Agreement has been established for this bid.

Pre-Bid Meeting: There will be a Pre-Bid Meeting on Thursday, September 5, 2024 at 10:00 am, on location at 1027 Hooper Ave. Building #2, 3rd Floor Conference Room.. Attendance to this meeting is not mandatory, but is to aid all bidders to better understand the project.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

BARBARA JO CREA, Director

JENNIFER L. BOWENS, Purchasing Agent

Contact Information and Project Timeline

Summary

The purpose of this bid package is to provide the County of Ocean with a Contractor who will perform the moving services described and specified herein.

Contact Information

For further information regarding these specifications, contact

Michele Henry

Chief of Administrative Services

Email: mhenry@co.ocean.nj.us

Phone: [\(732\) 929-2039](tel:(732)929-2039) Ext: 4158

Department:

Buildings and Grounds

Timeline

Advertising Date	August 28, 2024
Pre-Bid Meeting (Non-Mandatory)	September 5, 2024, 10:00am 1027 Hooper Ave. Building #2, 3rd Floor Conference Room.
Question Submission Deadline	September 10, 2024, 5:00pm
Bid Opening Date	September 24, 2024, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

Important Instructions for Electronic Submittal

Instructions for Electronic Bid Submission

The County is accepting electronic bid submissions with Open Gov by following these instructions:

Sign up for a FREE account at <https://procurement.opengov.com/portal/oceancounty>

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal](https://procurement.opengov.com/portal/oceancounty/) (<https://procurement.opengov.com/portal/oceancounty/>)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. DO NOT WAIT UNTIL THE LAST MINUTE. The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the OpenGov bid submission page.

Instructions to Bidders

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, September 24, 2024.

Electronic Bid Submissions

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

Deadline Instructions

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

Completion of all Documents

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

NOTE: In order to access any DocuSign forms in this solicitation, you must first click "Draft Response".

Instructions on how to access the forms through DocuSign are available in the Attachments. Please note that in order to view the forms as a .pdf document, you must access DocuSign first. Once you access DocuSign, the option to download, save, print and complete the forms becomes available

Right to Reject

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

Bidder Default

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

Indemnity

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may

enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Specifications

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

Bid Security

NO BID SECURITY

Performance Bond

NO PERFORMANCE BOND

Pricing Proposal

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

Pricing

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

Payment

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Discrepancy in Pricing

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

Award Timeframe

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

Equal or Tie Bids

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

Tax Exempt

The County of Ocean is exempt from any State sales tax or Federal excise tax.

Equivalent Product

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

Quantities

The quantities shown on the pricing proposal are **estimates only**, and Ocean County will not guarantee any minimum purchase. The County reserves the right to decrease or omit quantities as needed over the course of the contract. The county will not consider any minimum requirements imposed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3. *Note: Actual orders are placed upon receipt of a Purchase Order, on an as needed basis. The County will not be responsible to pay for any product that was not ordered through a Purchase Order.*

Delivery of Goods and Services

Delivery of items shall only be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

American Goods and Products

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

Assignment

This agreement shall not be assigned without the written consent of the County of Ocean.

NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://www.nj.gov/labor/wageandhour/prevailing-rates/public-works/currentprevailingwage.shtml>

All Certified Payrolls for Public Works Projects **must** be submitted online via the New Jersey Wage Hub website which can be accessed through the following link: <https://njwages.nj.gov/>. Certified payrolls must be submitted within ten (10) days of the payment of wages for each pay period, **both** online via New Jersey Wage Hub and hard copy to the contracting unit.

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Pay to Play Requirements

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Statement of Ownership

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Prior to contract award or authorization, the contractor shall provide the

Contracting Agency with a completed Certification on Disclosure of Investment Activities in Iran.

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

Insurance Requirements

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability Details

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and

D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Proof of Insurance

Copies of each insurance certificate shall be furnished to the County when requested.

Open Public Records Act (OPRA)

**** ATTENTION****

Responses received pursuant to this solicitation are subject to complete disclosure pursuant to the Open Public Records Act. Please note that disclosure includes any and all attachments and addenda supplementing the solicitation response. Accordingly, please do not include personal identifying information in any supplementary documents submitted with the solicitation response.

Award Method

Contract will be awarded on a lump sum basis.

Mandatory Equal Employment Opportunity

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be 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. The 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.

The contractor or subcontractor, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The 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.

In conforming with the targeted employment goals, the 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Americans with Disabilities Act

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 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. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Intent

CONTRACT TERMS

The contract shall be for one (1) year from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

INTENT

The purpose of this bid package is to provide the County of Ocean with a Contractor who will perform the moving services described and specified herein.

BID REVIEW

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

AVAILABILITY OF FUNDS

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

MODIFICATIONS AND WITHDRAWALS

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

WARRANTY

Manufacturer's warranty shall apply.

AVAILABILITY AND DELIVERY

The bidder should indicate the number of days required for the delivery After Receipt of Order (A.R.O.). If not submitted with the bid proposal, the County reserves the right to request this information prior to the award of contract.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

COMPLIANCE TO MINIMUM BID REQUIREMENTS / EQUIVALENT PROPOSALS

These specifications intend to describe and govern the purchase of a new and unused MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING with all accessories as noted herein. The products shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

All compliance pages must be completed in full if required within the specifications. A general exception cannot be taken for any paragraph or item. Suppose a bidder is basing his proposal on equipment other than what is specified in these bid documents and wishes the equipment he proposes to be considered as an "approved equal". In that case, he shall submit on a separate sheet, in the exact format of the technical specifications contained herein, an item-by-item description of that which he proposes to substitute including all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in the rejection of the bid.

CURRENT BID RESULTS

If there is a current contract in place for this bid, those results may be obtained by accessing our procurement portal at the below link:

<https://procurement.opengov.com/portal/oceancounty>

Once you have clicked the link, click "Advanced Search" to begin searching for the current opportunity.

Specifications and Scope of Work

Scope of Work

Please refer to documents located in the "Attachments" section of this solicitation.

Vendor Questionnaire

OpenGov Vendor Account Verification*

I have verified that I am logged into OpenGov using an **account name** that corresponds to the **Tax ID number** and **Business Name** used throughout all documentation in this solicitation. I further understand that should my company be awarded a contract with Ocean County, the company information listed on in the **Contract Information Field** will be used to generate all contract documents.

☐ Please confirm

*Response required

BID DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non-Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Disclosure of Investment Activities in Iran
- Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

CONTRACT INFORMATION*

Should your company be awarded a contract with Ocean County, please provide the contact name and physical mailing address where the contract documents should be mailed. *(no email addresses, please!)*

*Response required

Copy of Bidder's Certificate of Employee Information Report

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

- (a) An existing federally approved or sanctioned affirmative action program.
- (b) A New Jersey Certificate of Employee Information Report Approval.
- (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302 for Goods and Services; Form AA201 for Construction). This form is available [here](#).

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement](#)?

☐ Yes

☐ No

*Response required

Americans with Disabilities Act Provisions*

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions](#)?

☐ Yes

☐ No

*Response required

Contractor's Data Sheet

As evidence of the bidder's qualifications, (s)he shall be required to submit with this bid proposal information requested on the Contractor's Data Sheet.

Please complete the form by clicking on the link. Make sure that the email you complete the form with matches the email of your vendor account.

Please download the below documents, complete, and upload.

- [Moving Services for Newly C...](#)

Qualifications and Experience

Please upload your Qualifications and Experience as referenced on the Contractor's Data Sheet.

Executed Copy of PLA Letter of Assent

Please upload an executed copy of the Project Labor Agreement Letter of Assent. The Project Labor Agreement can be found in the "Attachments" section of this solicitation.

List of Owned Equipment

Please upload a List of Owned Equipment.

Licenses for Public Movers and Warehousemen

Please upload copies of your licenses for Public Movers and Warehousemen as issued by New Jersey Division of Consumer Affairs, Office of Consumer Protection.

ADDITIONAL VENDOR DOCUMENTATION

Please submit any additional information you wish to be considered as part of your bid package.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Acknowledgement of Submission of Forms from Current Bid Package*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

☐ Please confirm

*Response required

Submission of Bid Package*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

☐ Please confirm

*Response required

Pricing Proposal

MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING

Insert prices for Moving Services for Newly Constructed Office Building below. Please refer to "Move Matrix 6.0" attachment. Bid will be awarded on a Total Lump Sum of items 1-22 of this table.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	General Conditions & Ancillary Items (Work required but not pertaining to the subsequent line items)	1	LS		
2	Move #1	1	LS		
3	Move #2	1	LS		
4	Move #3	1	LS		
5	Move #4	1	LS		
6	Move #5	1	LS		
7	Move #6	1	LS		
8	Move #7	1	LS		
9	Move #8	1	LS		
10	Move #9	1	LS		
11	Move #10	1	LS		
12	Move #11	1	LS		
13	Move #12	1	LS		
14	Move #13	1	LS		
15	Move #14	1	LS		
16	Move #15	1	LS		
17	Move #16	1	LS		
18	Move #17	1	LS		
19	Move #18	1	LS		
20	Move #19	1	LS		
21	Move #20	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
22	Allowance #1 - Owner's Contingency Allowance	1	LS	\$100,000.00	
TOTAL					

UNIT PRICES

Line Item	Description	Unit of Measure	Unit Cost
UP1	Unit Price #1 - Cost to move an additional 5 workstation contents during a scheduled weekday move.	EA	

MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING

SCOPE OF WORK

I. INTRODUCTION / PURPOSE

- A. Ocean County is seeking a professional Moving Contractor (MC) to furnish the necessary labor, materials, equipment/tools, transportation, etc., as fully required to complete the move of files and office contents from their existing locations into the new Ocean County Resource Center. The purpose of this document is to define the Scope of Work to be performed by the Moving Contractor.

II. BUSINESS AND LABOR REQUIREMENTS

- A. In addition to other requirements set forth in the Bidding/Project Documents, the bidder is advised that a Project Labor Agreement (PLA) has been established for this project and the Moving Contractor will be required to comply with the requirements of the PLA. An executed copy of the Letter of Assent shall be submitted with the bid.

III. BACKGROUND

- A. Ocean County is currently constructing a new office building to consolidate multiple public service departments into one location. This building is to be known as the "Ocean County Resource Center" (OCRC) and is located at the following address and includes the following general building characteristics:
- 1) Building Address: 1005 Hooper Avenue, Toms River, NJ
 - 2) Building Characteristics:
 - a) 3-stories, plus a partial Lower-Level; +/- 120,000 SF
 - b) +/- 7,300 SF of HD File Storage
 - c) (2) passenger elevators, (1) service elevator and (1) loading dock.
- B. The departments being relocated to the Ocean County Resource Center that are part of this Scope of Work include a mix of employed personnel; Ocean County, contracted service, and the Board of Social Services. The new Ocean County Resource Center building at 1005 Hooper Ave., Toms River, NJ is the destination location. There are seven (7) origination locations as follows:

	DEPARTMENT	BUILDING ADDRESS
1	Ocean County (OC)	Bldg 2, 1027 Hooper Ave, Toms River, NJ
2	Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ
3	Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ
4	Board of Social Services (BOSS)	Bldg 7, 1027 Hooper Ave, Toms River, NJ
5	Board of Social Services (BOSS)	225 4th Street, Lakewood, NJ
6	Board of Social Services (BOSS)	333 Haywood Road, Manahawkin, NJ
7	PIC	1959 Route 9, Toms River, NJ

- C. Ocean County has engaged a Move Management Consultant to plan, organize, direct and oversee the relocation of personnel and files into the new building. The Moving Contractor will coordinate all work with, and receive direction from, OC Buildings & Grounds and the Move Management Consultant. Changes and additional work requests must be authorized by Ocean County prior to proceeding with the work. The Move Management Consultant, nor any other entity other than Ocean County, has the authority to authorize changes in the Scope of Work.

IV. ACCESS TO COUNTY LOCATIONS & BUILDINGS (SITE ACCESS)

- A. Moving Contractor's staff must wear photo identification and/or clothing displaying the company name and employee name on their person.
- B. Background Checks: The Moving Contractor must have personnel capable of passing security screening by the Ocean County Sheriff Department. Specifically, screening shall be through the National Crime Information Center, and State Crime Information Center. Additionally, the Ocean County Sheriff Department performs State and municipal criminal and motor vehicle related background checks and requires a copy of the photo ID or photo license and social security card. Only workers that have passed the background check will be permitted on County property.
- C. Confidentiality Agreement for BOSS: Information contained in the departmental files to be relocated is confidential and all necessary measures must be taken to prevent unauthorized and/or accidental disclosure of confidential information. To meet this standard of confidentiality and record keeping integrity all Moving Contractor personnel involved in the move must execute Confidentiality Agreements. A copy of which is provided as an attachment.

V. MOVING CONTRACTOR REQUIREMENTS/QUALIFICATIONS

- A. Experience: The Moving Contractor must be a firm specializing in providing Commercial Moving Services, having been in business for at least five (5) years, and be able to demonstrate the recent successful completion of commercial office moves of at least one hundred (100) personnel and associated contents and files in a single move. Provide such information on the Contractor Data Sheet.
- B. Owned vs. Rented Equipment: The Moving Contractor shall own at least 65% of the equipment to be utilized. Include a list of owned equipment with the bid submission.

VI. PROJECT MANAGEMENT AND SUPERVISION

- A. Project Manager: The Moving Contractor shall provide a single point of contact, a Project Manager, from Award to completion of this scope of work. The Project Manager shall work with Ocean County, the Move Management Consultant, and other consultants and contractors to coordinate all moving operations and schedules. At minimum, the Project Manager shall attend meetings from Award to completion of this scope of work. The Project Manager shall have five (5) years' experience in the field of office relocation move services and two (2) years as a project manager.

- B. Supervisor: The Moving Contractor shall provide an on-site Supervisor to oversee and direct the Moving Contractor staff during the move. The Supervisor shall have the authority to receive and execute direction provided by Ocean County and the Move Management Consultant.

VII. EQUIPMENT AND SUPPLIES

- A. General: All wheeled equipment shall have non-marring wheels.
- B. Equipment Condition: Equipment shall be in good working condition and capable of performing its intended function without failure or risk to safety, as determined by Ocean County and/or the Move Management Consultant in their sole discretion. Vehicles shall be properly registered, licensed and insured, and only workers with a current/valid driver's license shall be permitted to operate a vehicle. Any equipment or vehicle that fails during the move shall be immediately replaced to not delay moving operations.
- C. Moving Trucks: provide box-style (fully-enclosed) and/or tractor-trailer moving trucks for the transportation of contents from the origination location to the destination location. Trucks equipped with lift-gates or ramps shall be provided, as necessary. Note: The OCRC has a loading dock (without a dock leveler), but there is no loading dock at the origination locations.
- D. File/Library Carts: provide wheeled moving carts of appropriate size and quantity for the relocation of all files within the move.
- E. Cart Covers: provide opaque heavy plastic wrap or non-translucent plastic covers, secured to the cart, to conceal the contents of all moving carts during transportation.
- F. Crates and Crate Dollies: stackable plastic crates with interlocking lids, approximately 2.5 cubic feet in size and capable of hanging letter or legal files; dollies shall be plastic or steel and of size matching the crates. Provide plastic ties to secure crate lids. Cardboard boxes will not be permitted.
- G. Bags: 10-gallon capacity heavy-duty plastic bags with zip-locks for misc. items (cables, cords, etc.)
- H. Monitor covers: bubble wrap or similar protective material for monitor screens
- I. Commercial Bins: Multiple C-bins for miscellaneous boxes or items.
- J. Additional Lift Equipment: Equipment of sufficient size and capacity for moving heavy items, such as safes and 5 drawer filing cabinets.
- K. Moving Labels: provide 2" x 3" (minimum) moving labels in an assortment of colors, matching the designated moves included on the move matrix.
- L. Stand-by Equipment: The Moving Contractor shall have on-site a sufficient quantity of additional equipment and supplies, but not less than three (3) of each type of equipment to be utilized, to serve as stand-by on the day(s) of a move.
- M. Inclement Weather Provisions: Provide temporary measures such as tarps, covers, tents, and the like, to protect all items being moved from inclement weather.

VIII. ITEMS TO BE MOVED

A. Items to be moved:

- 1) Files – including those at personnel desks and general/high-density files.
- 2) General office contents and supplies.
- 3) Trash cans
- 4) Six (6) safe/vault filing cabinets (campus locations only)
- 5) Fourteen (14) 5 drawer filing cabinets (campus location)
- 6) Mailroom slot organizer with double base
- 7) Mobile tables (3)
- 8) Bar height chairs (3)
- 9) Electronic Equipment:
 - a) BOSS – computer monitors approximately 27” in size. Quantity shall vary (+/- 240).
 - b) PIC – from off site: approximately (17) PC’s with monitors, (5) printers, and (2) shredders.
 - c) (6) typewriters

B. Excluded Items:

- 1) Office furniture (desks, workstations, tables, chairs, filing cabinets)— except as noted in the aforementioned.
- 2) IT/computer equipment (PC’s, printers, monitors, etc.) – except as noted in the aforementioned.
- 3) Copiers/Multi-function machines

IX. THE MOVE

- ### A. The “Ocean County Resource Center Move Matrix – Version 6.0” included within this Scope of Work lists the departments, their current locations, their destination location within the Ocean County Resource Center, and the number of personnel and estimated quantity of files to be moved. The matrix includes the desired move sequence and anticipated move dates.

- 1) The anticipated move dates may be subject to change.
- 2) The Moving Contractor will not be entitled to additional compensation for changes in dates unless the date is changed from a weekday to a weekend, a day to evening move, or vice-versa.

- 3) Employee counts may adjust over time but will not be less than the total shown on the Move Matrix.

B. Anticipated Sequence of Events During a Planned Move:

- 1) The Move Management Consultant will be present throughout the move to direct all moving operations. The Moving Contractor shall always have a Supervisor on-site during the move to oversee and direct the Moving Contractor's workers and receive and execute direction provided by the Move Management Consultant. The Project Manager shall be on site or locally available during each relocation.
- 2) Ocean County IT and the Board of Social Services IT will be relocating other computer equipment concurrent with the Moving Contractor operations. Other contractors may be working on-site.
- 3) At least ten (10) days before the move, the Moving Contractor shall provide the Move Management Consultant with a comprehensive move plan that includes the list of workers, equipment, vehicles, and supplies necessary to complete the move, anticipated hourly schedule, and any other special relevant information.
- 4) The Moving Contractor shall deliver moving carts, crates/dollies, bags, and all other equipment and supplies ten (10) business days in advance of the move.
 - a) Number of Carts – as necessary to complete the move within the specified time.
 - b) Number of Crates – provide (2) crates per person per workstation and (4) crates per person per office.
 - c) Number of Bags and Monitor Protection – provide (1) per person per workstation/office.
 - d) Number of Labels – as necessary to label all carts, crates, bags, etc.
- 5) The Moving Contractor shall install all building protections the day prior to the scheduled move.
- 6) By the end of the day prior to the scheduled move, the department personnel will have completed packing the carts and crates. The carts and crates will also be labeled with the destination location within the OCRC.
- 7) The Moving Contractor arrives on-site by 8AM and checks in with the Move Management Consultant.
- 8) The Moving Contractor stages the stand-by equipment, inspects all items to be moved with the Move Management Consultant, and prepares to commence the move.
- 9) The Moving Contractor covers the carts to obscure the files from view and protect them from inclement weather.
- 10) Commence moving files and personnel/office contents to the destination location included on the cart/crate label. Note: All files are sensitive/confidential in nature and the Moving Contractor shall take extreme care in moving the files to prevent opening the files, accidental drops, and damage. The integrity of the files shall always be held paramount by the Moving

Contractor. Should a file be dropped or accidentally opened, the Supervisor shall immediately notify the Move Management Consultant who will notify the department personnel to provide appropriate action.

- 11) Preference shall be given to relocating personnel crates to the destination office/workstations until all crates are delivered. Crates may be received by department personnel or left at the specified office/workstation included on the label.
- 12) Department personnel will be stationed in the OCRC to receive and unload the file carts at their destination. Once the files are emptied from the carts, the Moving Contractor shall immediately return the carts to the origination point for reloading of additional files. As soon as the cart is re-loaded, the Moving Contractor shall deliver the cart to the destination point again for unloading. The cycle shall repeat for the day until all files scheduled to be relocated during the move have been relocated to the OCRC.
- 13) The move operations shall continue uninterrupted until the scheduled move is completed. The Move Management Consultant and the Supervisor shall walk the destination and origination sites to verify the move is complete. The Moving Contractor shall utilize the same workers from beginning to end of the scheduled move day.
- 14) The Moving Contractor shall remove all temporary protections or repair the temporary protections if they are to be utilized for a subsequent day's move. The Moving Contractor shall immediately address any loose or damaged temporary protections that may present a safety risk to personnel and workers.
- 15) The department personnel shall be afforded (5) business days to unpack the crates before returned to the Moving Contractor for storage and/or subsequent move use.
- 16) All debris/trash made by the Moving Contractor shall be removed from site by Moving Contractor at their expense.

X. BUILDING EQUIPMENT, USE & MINIMUM PROTECTIONS

- A. OCRC Elevators: The Moving Contractor may utilize the elevators, only as noted below:

Passenger Elevators: (2) 3,500 lb.; Cab size is approximately 5'-6" x 6'-9"; for workers and unpacked crates/carts.

Service Elevator: (1) 4,500 lb.; Cab Size is approximately 8'-0" x 5'-4"; for workers, packed crates, carts, and vertical transportation of other equipment.

- B. Existing Building Elevators: The Moving Contractor may utilize the elevators; however, many of the existing building elevators are aging and should not be solely relied upon for the move. The County makes no guarantees that the elevators will be available for use and the MC shall include contingent costs for alternative methods of vertical transport. Lack of use of an elevator shall not constitute reason to postpone the move.

	DEPARTMENT	BUILDING ADDRESS	LOCATION	Approx Bldg Size (SqFt)	# Floors	Passenger Elevator Size	Weight Limit	Department Floor Specific
1	Ocean County (OC)	Bldg 2, 1027 Hooper Ave, Toms River, NJ	Campus	16000	3	5 x 7	3000	1,2,3
2	Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	Campus	24000	4	4 x 5	1500	LL, 1,2,3
3	Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	Campus	30000	3	5 x 7	3000	1,2,3
4	Board of Social Services (BOSS)	Bldg 7, 1027 Hooper Ave, Toms River, NJ	Campus	36000	3	5 x 7	3000	1,2,3
5	Board of Social Services (BOSS)	225 4th Street, Lakewood, NJ	3rd Party	N/A	3	N/A	N/A	1
6	Board of Social Services (BOSS)	333 Haywood Road, Manahawkin, NJ	3rd Party	N/A	2	5 x 7	3000	1,2
7	PIC	1959 Route 9, Toms River, NJ	3rd Party	N/A	1	N/A	N/A	1

- C. Elevator Protection: At minimum, elevators walls shall be protected by ½” padded wall blankets and floors shall be protected by 46-mil fiber-board, provided and installed by the Moving Contractor. Protections shall be in place at all times of use and shall be maintained, repaired, and removed by the Moving Contractor upon the completion of this Scope of Work. Rated service capacities of elevators shall not be exceeded.
- D. Building Protection: The Moving Contractor shall take all necessary measures to protect the buildings and sites from damage during the move(s), except for Buildings 2, 3, 5 and 7 which will be demolished in the near future. At minimum, 46-mil (min.) fiber-board floor protection shall be installed in all areas where the Moving Contractor is operating, typically from the loading dock up to the destination location. Other protections shall be installed, maintained and removed as necessary by the Moving Contractor.
- E. Temporary Storage of Equipment: the Moving Contractor will be given a designated place, as available, within the OCRC to store moving equipment that is not currently in use. There is no guarantee that the Moving Contractor will be able to store all equipment within the OCRC. The Moving Contractor shall utilize this location, only, for the storage of equipment not in use.

XI. SAFETY & PROTECTIONS OF PERSONS AND PROPERTY

- A. The Moving Contractor shall be solely responsible for jobsite safety and ensuring a safe working environment for its personnel. The Moving Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the performance of their Scope of Work and shall bear all associated costs.
- 1) The Moving Contractor must fully comply with all Federal, State and Local safety guidelines, including OSHA, the NJ Construction Safety Act, and all others as applicable.
 - 2) The Moving Contractor must comply with all safety requirements administered by other Contractor's where this Scope of Work requires access within the other Contractor's area of operations.
 - 3) The Moving Contractor shall comply with all reasonable requests of the County with respect to additional security and protections required for work interfacing with facility operations. Safety is of utmost importance on this project and all issues relative to safety and protection of the Facility, Staff and Occupants will be treated as emergency needs.
- B. Neither the County nor the Move Management Consultant nor the Construction Manager nor any other agent of the County will be responsible for providing a safe working place for the Moving Contractor, their Subcontractors or their employees, or any individual responsible to them for the work.

- C. The Moving Contractor shall at all times safely guard and protect all property from damage or loss. The Moving Contractor shall safely guard and protect their own Work and adjacent property from damage, loss or injury to the satisfaction of the County.
- D. The Moving Contractor shall at all times absolutely prevent water, snow, dust, dirt, vermin and unauthorized persons from entering the building as a result of their Work or as a result of damage to the building caused by the Moving Contractor.
- E. The Moving Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property, whether or not forming part of the Work, located within those areas of the Project to which the Moving Contractor has access. Whenever unattended, including nights and weekends, mobile equipment and operable machinery and vehicles shall be kept locked and made inoperable and immovable.
- F. The Moving Contractor shall promptly report in writing to the County all accidents arising out of or in connection with the Work, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injury or serious property damage occurs, the accident shall be reported immediately by telephone or messenger to the County and Move Management Consultant.
- G. Any damage caused by the operations of the Moving Contractor will be repaired by Ocean County or their designated contractor at the expense of the Moving Contractor. The Moving Contractor agrees there is no dollar limit to the cost of the repairs.
- H. The Contractor is required to follow and enforce the work rules set forth below. Failure to comply with or enforce any of these rules shall be grounds for suspension and/or termination of this Contract:
 - 1) No use of alcoholic beverages prior to or during working hours. Failure to comply will result in the permanent removal from the Project.
 - 2) No use of illegal drugs or prescription medications that could induce drowsiness or otherwise impair perception of performance. Use of illegal drugs may results in prosecution to the fullest extent of the law. Any warning associated with use of prescription drugs must be complied with, particularly warning against operation of machinery and equipment. Failure to comply will result in the permanent removal from the Project.
 - 3) No horseplay or rough-housing will be allowed.
 - 4) No sexual, racial, or ethnic harassment, or similar conduct will be tolerated.
 - 5) All workers shall use proper sanitation habits including use of toilet facilities and garbage cans.
 - 6) All employees shall dress in clothing appropriate for the work they are to perform. All personnel are to wear hardhats and safety shoes at all times as a minimum. Safety glasses, gloves, masks or respirators, noise protection devices, and other protective clothing and equipment as required by OSHA standards or other Federal, State or Local guidelines shall be used as required.
 - 7) All equipment is to be properly stored and/or secured at the end of the workday or if it is to remain idle for greater than one hour.

- 8) No smoking within the buildings. Smoking shall be at designated smoking areas. Repeated failure to comply will result in the permanent removal from the Project.
- I. If it becomes necessary for the Moving Contractor, either as principal or by agent or employee, to enter upon the premises or property of Ocean County in order to construct, erect, inspect, make delivery, transport, relocate, or remove property hereunder, the Moving Contractor hereby covenants and agrees to take, use, provide and make all property, necessary and sufficient precautions, safeguards and protections against the occurrence or happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless Ocean County and his agents from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any governmental ordinance, regulation, or the laws of the Municipality, State, or the United States, while said work is in progress regardless of whether or not caused in part or whole by the County or his agents.

XII. ALLOWANCES

- A. Contingency Allowance: To account for unforeseen conditions and potential changes in the Scope of Work, a lump sum amount is included on the Pricing Proposal page.
- B. Allowances shall only be utilized as directed by Ocean County.
- C. Unused Allowances: All unspent amount shall be returned to the Owner by final Change Order.

XIII. ATTACHMENTS

- A. Ocean County Resource Center Move Matrix – Version 6.0
- B. OCRC Furniture Plans (colored to correspond to the Move Matrix)
- C. Project Labor Agreement (including the Letter of Assent to be submitted with the bid).
- D. Map of Campus Buildings
- E. Confidentiality Agreement for BOSS

CONTRACTORS DATA SHEET
(for Construction Projects)

As evidence of the bidders qualifications, he shall complete and submit with this bid proposal, the "Contractors Data Sheet" information.

THE COUNTY OF OCEAN RESERVES THE RIGHT TO REQUEST VENDORS TO EXPLAIN THE METHOD USED TO ARRIVE AT ANY OR ALL FIGURES IN THEIR BID.

ORGANIZATION

Name: _____

Type:

____ Corporation ____ Partnership ____ Individual ____ Joint Venture

Other: _____

Vendor's Type of Work (General, Electrical, etc.): _____

The number of years your firm has been performing these services _____

How many personnel will be available to work in this contract _____

State the number of vehicles owned or leased to be available on this contract. _____

Name(s) of the Principal in Charge and Responsible Project Manager to be assigned to work on this contract.

Name _____ Name _____

Years of Experience _____ Years of Experience _____

Years Employed by Firm _____ Years Employed by Firm _____

Time Dedicated to this Project _____ % Time Dedicated to this Project _____ %

If a Corporation:

Date of Incorporation: _____ State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If a Partnership:

Date of Organization: _____

Names of Partners: _____

If Individually Owned:

Date of Organization: _____

Name of Owner: _____

LICENSING & EQUIPMENT

Attach applicable licenses for Public Movers and Warehousemen issued by New Jersey Division of Consumer Affairs, Office of Consumer Protection.

Attach a listing of all owned equipment. The vendor shall own at least 65% of the equipment to be utilized.

EXPERIENCE

List the categories of work that your organization normally performs with its own forces: _____

Provide evidence of Commercial Moving Services and being in business for at least five (5) years

Provide evidence of recent successful completion of commercial office moves, during a single project, of at least one hundred (100) personnel and associated contents and files

QUALIFICATIONS

Provide evidence of Project Manager having five (5) years' experience in the field of office relocation move services and two (2) years as a project manager.

The Supervisor shall have the authority to receive and execute direction provided by Ocean County and the Move Management Consultant. YES _____ NO _____

EMERGENCY CONTACT INFO

Name(s) and phone number(s) of management personnel to be contacted if problems or emergencies occur:

Name _____

Phone Number _____

Name _____

Phone Number _____

INSURANCE INFORMATION

Name of Insurance Company _____

Name of Insurance Representative _____

SURETY INFORMATION

Name of Bonding Company _____

Name of Bonding Company Representative _____

CLAIMS AND SUITS

If the answer to any of the questions is yes, attach details hereto.

Yes / No Has your organization ever failed to complete any work awarded to it?

Yes / No Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Yes / No Has your organization filed any law suits or requested arbitration with regard to construction contracts in the last five years?

CURRENT CONTRACTS

Attach a separate sheet hereto listing major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete and scheduled completion date. Provide a reference name and contact information for each contract that the County may contact for reference.

Total Amount of Current Open Contracts: \$ _____

Total Amount of Bonds in Effect: \$ _____

COMPLETED CONTRACTS

Attach a separate sheet hereto listing major construction projects your organization has completed in the last five years, giving the name of the project, owner, architect, contract amount, percent complete and scheduled

completion date. Provide a reference name and contact information for each contract that the County may contact for reference.

Average Annual Amount of Work Performed: \$ _____

BIDDER _____

DATE _____

State of New Jersey
Department of Human Services
Division of Family Development
Confidentiality Agreement regarding
Public Assistance Information

I, _____, do hereby acknowledge that I am an employee for _____, (hereafter, "Vendor") and that for the time period starting _____, and ending _____, will be performing contractual services at the Ocean County Board of Social Services ("OCBSS", located at 1027 Hooper Avenue, Toms River, NJ, 08754 (hereafter, the "Agency,")) to relocate files from OCBSS' current location to their new office located at 1005 Hooper Avenue, Toms River, NJ, 08753.

I acknowledge that in the performance of such services, I may come into contact with, or be exposed to, public assistance, health care, child care and/or child support program information ("program information") via case files or other method/system. I also acknowledge that public assistance program information may contain confidential, personally identifiable, protected health, financial and/or classified information including, but not limited to, names, addresses, social security numbers, dates of birth, phone numbers, account numbers, images, any unique identifying number, characteristic or code, physical and mental health conditions, which may be obtained from a variety of sources.

I agree to comply with, and be bound by all federal and State statutes, regulations, policies and procedures relating to safeguarding of information and incident reporting including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 603(5)(J), 42 U.S.C. 654(26), 7 U.S.C. 2020(e)(2)(D)(8), 42 C.F.R. Part 2, 45 CFR 303.21, 45 CFR 164.512, 45 C.F.R. 205.50, N.J.S.A. 30:4-24.3, N.J.S.A. 26:5C-1 et seq., N.J.S.A. 2A:17-56.1 et seq., N.J.S.A. 56:8-161, N.J.A.C. 10:110 et seq., N.J.A.C. 10:87-1.14 and N.J.A.C 10:15-1.6. I understand that under no circumstances may I have access to Federal Tax Information.

I specifically agree that I will not disclose any program information to any party not similarly authorized to receive said information by any means such as orally, in writing or electronically.

I specifically agree that all I will not save, duplicate or reproduce any program information by any means such as in writing, photocopy, photography, videotape, audiotape, electronic, Universal Serial Bus (USB) or other portable device.

I acknowledge that any suspected or observed unauthorized or improper inspection, access, use, misuse, modification, disclosure or release of program information must be reported immediately to Laurie Okaly, Asst. Chief of Administrative Services, at (732) 286-5824 or via e-mail at LOkaly@ocbss.ocean.nj.us, and to the Division of Family Development, via email to DFD.Incident@dhs.nj.gov.

Because it may be against the law to release certain records or information including Social Security and Individually Identifiable Health Information, any person who releases or encourages the release of such information may be subject to financial and/or criminal penalties, even though the release may be unintentional.

I acknowledge that a violation of this Agreement may also result in disciplinary action, as well as civil or criminal penalties.

I agree to be bound by the above requirements. I acknowledge that this Agreement is applicable for the aforementioned purpose, but that my obligations pursuant to this Agreement remain in perpetuity.

_____ Employee:	_____	_____
	Signature	Date
	_____	_____
	Name Typed or Printed	Title

	Work Location	

OCBSS Representative:	_____	_____
	Signature	Date
	_____	_____
	Name Typed or Printed	Title

	Work Location	

OCEAN COUNTY
PROJECT LABOR AGREEMENT

**FOR MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE
BUILDING PERTAINING TO DEVELOPMENT AND CONSTRUCTION
OF THE SOCIAL SERVICES COMPLEX PROJECT IN TOMS RIVER,
NEW JERSEY**

ARTICLE 1 - PREAMBLE

WHEREAS, _____, the General Contractor, on behalf of itself, and reflecting the objectives of the County of Ocean, as Owner, desires to provide for the efficient, safe, quality, and timely completion of certain large public works projects, in a manner designed to afford lower reasonable costs to the County of Ocean, the Owner, and the Public it represents, and the advancement of public policy objectives;

WHEREAS, this Project Labor Agreement will foster the achievement of these goals, inter alia by:

- (1) ensuring a reliable source of skilled and experienced labor;
- (2) standardizing the terms and conditions governing the employment of labor on the Project;
- (3) permitting wide flexibility in work scheduling and shift hours and times; from those which otherwise might obtain;
- (4) receiving negotiated adjustments as to work rules and staffing requirements from those which otherwise might obtain;
- (5) providing comprehensive and standardized mechanisms for the settlement of work disputes, including those relating to jurisdiction;
- (6) avoiding the costly delays of potential strikes, slowdowns, walkouts, picketing and other disruptions arising from work disputes, and promote labor harmony and peace for the duration of the Project.

(7) furthering public policy objectives as to improved employment opportunities for minorities, women and the economically disadvantaged in the construction industry;

(8) expediting the construction process;

and, **WHEREAS**, the signatory Unions desire the stability, security and work opportunities afforded by a Project Labor Agreement;

and **WHEREAS**, the Parties desire to maximize Project safety conditions for both workers and the public,

NOW, THEREFORE, the Parties enter into this Agreement:

SECTION 1. PARTIES TO THE AGREEMENT

This is a Project Labor Agreement ("Agreement") entered into by and between the General Contractor, and their successors and assigns, for the construction work of the development and construction of the Social Services Complex Project to be performed on the property of the County of Ocean in the State of New Jersey and by the Monmouth & Ocean Counties Building and Construction Trades Council, AFL-CIO, on behalf of itself and its affiliates and members.

ARTICLE 2 - GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Throughout this Agreement, the Union party and the Building Trades Council are referred to singularly and collectively as "the Union(s)" where specific reference is made to "Local Unions" that phrase is sometimes used; the term "Contractor(s)" shall include the General Contractor (GC), and all signatory contractors, and their subcontractors of whatever tier, engaged in on-site Project construction work within the scope of this Agreement as defined in Article III; the County of Ocean is referenced as (Owner); the Monmouth & Ocean Counties Building and

Construction Trades Council, AFL-CIO is referenced as the BTC, and the work covered by this Agreement (as defined in Article III) is referred to as the "Project".

SECTION 2. CONDITIONS FOR AGREEMENT TO BECOME EFFECTIVE

The Agreement shall not become effective unless executed by the BTC and the GC and will remain in effect until the completion of the Project.

SECTION 3. ENTITIES BOUND & ADMINISTRATION OF AGREEMENT

This Agreement shall be binding on all signatory Unions and the General Contractor and all signatory Contractors performing on-site Project work, including site preparation and staging areas, as defined in Article 3. The Contractors shall include in any subcontract that they let, for performance during the term of this Agreement, a requirement that their subcontractors, of whatever tier, become signatory and bound by this Agreement with respect to subcontracted work performed within the scope of Article 3. This Agreement shall be administered by the GC on behalf of all Contractors.

SECTION 4. SUPREMACY CLAUSE

This Agreement, together with the local Collective Bargaining Agreements appended hereto as Schedule A represents the complete understanding of all signatories and supersedes any national agreement, local agreement or other collective bargaining agreement of any type which would otherwise apply to this Project, in whole or in part, except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article VII, IX and X of this Project Agreement, which shall apply to such work.. Where a subject covered by the provisions, explicit or implicit, of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. It is further understood that neither the GC nor any Contractor shall be required to sign any other agreement as a condition of performing work on this Project. No practice, understanding or

agreement between a Contractor and Local Union, which is not explicitly set forth in this Agreement shall be binding on this Project unless endorsed in writing by the GC.

SECTION 5. LIABILITY

The liability of any Contractor and the liability of any Union under this Agreement shall be several and not joint. The GC and any Contractor shall not be liable for any violations of this Agreement by any other Contractor and the BTC and Local Unions shall not be liable for any violations of this Agreement by any other Union.

SECTION 6. THE GENERAL CONTRACTOR

The GC shall require in its bid specifications for all work within the scope of Article 3 that all successful bidders, and their subcontractors of whatever tier, become bound by, and signatory to, this Agreement. The County of Ocean is not a party to and shall not be liable in any manner under this Agreement. It is understood that nothing in this Agreement shall be construed as limiting the sole discretion of the County of Ocean in determining which Contractors shall be awarded contracts for Project work. It is further understood that the County of Ocean has sole discretion at any time to terminate, delay or suspend the work, in whole or part, on this Project.

SECTION 7. AVAILABILITY AND APPLICABILITY TO ALL SUCCESSFUL BIDDERS

The Unions agree that this Agreement will be made available to, and will fully apply to any successful bidder for Project work who becomes signatory thereto, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder are, or are not, members of any unions. This Agreement shall not apply to the work of any Contractor or GC, which is performed at any location other than a Project site, as defined in Article 3, Section 1.

ARTICLE 3 - SCOPE OF THE AGREEMENT

The Project work covered by this Agreement shall be as defined and limited by the following sections of this Article.

SECTION 1: THE WORK

This Agreement shall apply to all on-site public construction work for the County of Ocean performed on the development and construction of the Social Services Complex in Toms River, Ocean County, New Jersey.

The scope of work is confined to the on-site Project work contained in the scope of the final construction contract of the General Contractor.

SECTION 2. EXCLUDED EMPLOYEES

The following persons are not subject to the provisions of this Agreement, even though performing work on the Project:

- a. Superintendents, supervisors (excluding superintendents and general supervisors and forepersons specifically covered by a craft's Schedule A), engineers, inspectors and testers (excluding divers specifically covered by a craft's Schedule A), quality control/assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, non-manual employees, and all professional, engineering, administrative and management persons;
- b. Employees of Owner or any State agency, authority or entity or employees of any municipality or other public employer;
- c. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of project components, materials, equipment or machinery, unless such offsite operations are covered by the New Jersey Prevailing Wage Act (for example, by being dedicated exclusively to the performance of the public works contract or building project and are adjacent to the site of work), or involved in deliveries to and from the Project site excepting local

Deliveries of all major construction materials including fill, ready mix, concrete and cement, asphalt and other items which are covered by this Agreement.

- d. Employees of the GC, excepting those performing manual, on-site construction labor who will be covered by this Agreement;
- e. Employees engaged in on-site equipment warranty.
- f. Employees engaged in geophysical testing (whether land or water) other than boring for core samples;
- g. Employees engaged in laboratory or specialty testing or inspections;
- h. Employees engaged in ancillary Project work performed by third parties such as electric utilities, gas utilities, telephone utility companies, and railroads.

SECTION 3. NON-APPLICATION TO CERTAIN ENTITIES

This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor or of GC, which do not perform work at this Project. It is agreed, for the purposes of this Agreement only, that this Agreement does not have the effect of creating any joint employment, single employer or alter ego status among the Owner, the GC and/or any Contractor. The Agreement shall further not apply to the Owner or any other state or county agency, authority, or other municipal or public entity and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees of any other state authority, agency or entity and its employees from performing on or off-site work related to the Project. As the contracts which comprise the Project work are completed and accepted, the Agreement shall not have further force or effect on such items or areas except where inspections, additions, repairs, modifications, check-out and/or warranty work are assigned in writing (copy to Local Union involved) by the General Contractor for performance under the terms of this Agreement.

ARTICLE 4 - UNION RECOGNITION AND EMPLOYMENT

SECTION 1. PRE-HIRE RECOGNITION

The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees who are performing on-site Project work within the scope of this Agreement as defined in Article 3.

SECTION 2. UNION REFERRAL

A. The Contractors agree to hire Project, craft employees covered by this Agreement through the job referral systems and hiring halls (where the referrals meet the qualifications set forth in items 1, 2, and 4 subparagraph B) established in the Local Unions' area collective bargaining agreements (attached as Schedule A to this Agreement). Notwithstanding this, the Contractors shall have sole rights to determine the competency of all referrals; the number of employees required (except with regard to piledriving); the selection of employees to be laid-off (subject to the applicable procedures in Schedule A for permanent and/or temporary layoffs and except as provided in Article 5, Section 3); and the sole right to reject any applicant referred by a Local Union, subject to the show-up payments required in the applicable Schedule A. In the event that a Local Union is unable to fill any request for qualified employees within a 48-hour period after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ qualified applicants from another competent source. In the event that the Local Union does not have a job referral system, the Contractor shall give the Local Union first preference to refer applicants, subject to the other provisions of this Article. The Contractor shall notify the Local Union of the Project, craft employees hired within its jurisdiction from any source other than referral by the Union.

B. Following the employment of the first employee in each craft under Schedule A or the procedure set forth above in paragraph A, a Contractor may request by name, and the Local will honor, referral of persons who have applied to the Local for Project work and who meet the following qualifications as determined by a Committee of 3 designated, respectively, by the applicable Local Union, the GC and a mutually selected third party or, in the absence of agreement, the permanent arbitrator (or designee) designated in Article 7:

- (1) possess any license required by NJ law for the Project work to be performed;
- (2) have worked a total of at least 1000 hours in the Construction craft during the prior 3 years;
- (3) were on the Contractor's active payroll for at least 60 out of the 180 calendar days prior to the contract award;
- (4) have demonstrated ability to safely perform the basic function of the applicable trade.

No more than 12 per centum of the employees covered by this Agreement, per Contractor by craft, shall be hired through the special provisions above (any fraction shall be rounded to the next highest whole number).

C. A certified MBE/WBE contractor may request from the Workforce Coordinator, through the GC, an exception to, and waiver of, the above per centum limitation upon the number of it's employees to be hired through the special provision of Section 2.B above. This exception is based upon hardship and demonstration by the contractor that the Project work would be the contractor's only job and that it would be obliged to lay off qualified minority and female employees in its current workforce moving from the last job. The exception and waiver are also conditioned upon the employees meeting the qualifications as set forth in Section 2.B above.

SECTION 3. NON-DISCRIMINATION IN REFERRALS

The Unions represent that their hiring halls and referral systems will be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations, which require equal employment opportunities. Referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as are established in this Article. No employment applicant shall be discriminated against by any referral system or hiring hall because of the applicant's union membership, or lack thereof.

SECTION 4. MINORITY AND FEMALE REFERRALS

In the event a Union either fails, or is unable, to refer qualified minority or female applicants in percentages equaling Project affirmative action goals as set forth in the Owners bid specifications, the Contractor may employ qualified minority or female applicants from any other available source as Apprentice Equivalents. Apprentice Equivalents will have completed a DOL approved training program, applied to take a construction Apprenticeship test, and will be paid at not less than the applicable equivalent Apprentice rate. With the approval of the Local Administrative Committee (LAC), experience in construction related areas may be accepted as meeting the above requirements.

SECTION 5. CROSS AND QUALIFIED REFERRALS

The Unions shall not knowingly refer to a Contractor an employee then employed by another Contractor working under this Agreement. The Local Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of the Contractor.

SECTION 6. UNION DUES / WORKING ASSESSMENTS

The Union security provisions contained in the applicable Schedule A local agreements, shall not apply to the employees covered by this Agreement for the period of time during which they are performing on-site Project work. No employee shall be discriminated against at the Project site because of the employee's union membership or lack thereof. In the case of unaffiliated employees who have voluntarily executed dues checkoff authorization cards provided in a Schedule A local agreement, the dues payment can be received by the Unions as a working assessment fee.

SECTION 7. CRAFT FOREPERSONS AND GENERAL FOREPERSONS

The selection of craft forepersons and/or general forepersons and the number of forepersons required shall be solely the responsibility of the Contractor except where otherwise provided by specific provisions of an applicable Schedule A. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft foreperson shall be designated as working forepersons at the request of the Contractor, except when an existing local Collective Bargaining Agreement prohibits a foreperson from working when the craftsperson he is leading exceed a specified number.

ARTICLE 5 - UNION REPRESENTATION

SECTION 1. LOCAL UNION REPRESENTATIVE

Each Local Union representing on-site Project employees shall be entitled to designate in writing (copy to General Contractor involved) representatives, including the Business Manager, who shall be afforded access to the Project.

SECTION 2. STEWARDS

(a) Each Local Union shall have the right to designate a working journey person as a Steward and an alternate, and shall notify the Contractor and GC of the identity of the designated Steward (and alternate) prior to the assumption of such duties. Stewards shall not exercise supervisory functions and will receive the regular rate of pay for their craft classifications. There will be no non-working Stewards on the Project.

(b) In addition to their work as an employee, the Steward shall have the right to receive complaints or grievances and to discuss and assist in their adjustment with the Contractor's appropriate supervisor. Each Steward shall be concerned with the employees of the Steward's Contractor and, if applicable, subcontractors of that Contractor, but not with the employees of any other Contractor. The Contractor will not discriminate against the Steward in the proper performance of Union duties.

(c) The Stewards shall not have the right to determine when overtime shall be worked, or who shall work overtime, except pursuant to a Schedule A provision providing procedures for the equitable distribution of overtime.

SECTION 3. LAYOFF OF A STEWARD

Contractors agree to notify the appropriate Union 24 hours prior to the layoff of a Steward, except in cases of discipline or discharge for just cause. If a Steward is protected against layoff by a Schedule A, such provisions shall be recognized to the extent the Steward possesses the necessary qualifications to perform the work required. In any case in which a Steward is discharged or disciplined for just cause, the Local Union involved shall be notified immediately by the Contractor.

ARTICLE 6 - MANAGEMENT'S RIGHTS

SECTION 1. RESERVATION OF RIGHTS

Except as expressly limited by a specific provision of this Agreement, Contractors retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the promotion, transfer, layoff of its employees; or the discipline or discharge for just cause of its employees; the assignment and schedule of work; the promulgation of reasonable Project work rules; and, the requirement, timing and number of employees to be utilized for overtime work. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Contractor, GC, and/or joint working efforts with other employees shall be permitted or observed.

SECTION 2. MATERIALS, METHODS & EQUIPMENT

There shall be no limitations or restriction upon the contractors' choice of materials, techniques, methods, technology or design, or, regardless of source or location, upon the use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tool, or other labor-saving devices. Contractors may, without restriction, install or use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special qualifications may participate, in a supervisory capacity, in the installation, check-out or testing of specialized or unusual equipment or facilities as designated by the Contractor. Notwithstanding the foregoing statement of contractor rights, prefabrication issues relating to work traditionally performed at the job site shall be governed pursuant to the terms of the applicable Schedule A. There shall be no restrictions as to work, which is performed off-site for the Project, except for 1) offsite operations work covered under the New Jersey Prevailing Wage Act or 2) done in a fabrication center, tool yard, or batch plant dedicated exclusively to the performance of work on the Project, and located adjacent to the "site of work".

ARTICLE 7 - WORK STOPPAGES AND LOCKOUTS

SECTION 1. NO STRIKES-NO LOCKOUT

There shall not be strikes, sympathy strikes, picketing, work stoppages, slowdowns, hand billing, demonstrations or other disruptive activity at the Project for any reason by any Union or employee against any Contractor or employer while performing work at the Project. There shall be no other Union, or concerted or employee activity which disrupts or interferes with the operation of the existing free flow of traffic in the project area. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project site is a violation of this Article. There shall be no lockout at the Project by any signatory Contractor. Contractors and Unions shall take all steps necessary to ensure compliance with this Section 1 and to ensure uninterrupted construction and the free flow of traffic in the project area for the duration of this Agreement.

SECTION 2. DISCHARGE FOR VIOLATION

A Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible thereafter for referral under this Agreement for a period of 100 days.

SECTION 3. NOTIFICATION

If a Contractor contends that any Union has violated this Article, it will notify the appropriate district or area council of the Local Union involved advising of such fact, with copies of the notification to the Local Union and the BTC. The district or area council, and the BTC shall each instruct, order and otherwise use their best efforts to cause the employees, and/or the Local Unions to immediately cease and desist from any violation of this Article. A district or area council, or the BTC complying with these obligations shall not be liable for the unauthorized acts of a Local Union or its members.

SECTION 4. EXPEDITED ARBITRATION

Any Contractor or Union alleging a violation of Section 1 of this Article may utilize the expedited procedure set forth below (in lieu of, or in addition to, any actions at law or equity) that may be brought.

- a. A party invoking this procedure shall notify J.J. Pierson Jr, Esq., at 51 JFK Parkway, First Floor West, Short Hills , New Jersey 07078, telephone number (973) 359-8100, fax number (973) 359-8161 ,who shall serve as Arbitrator under this expedited arbitration procedure. In the event that J.J. Pierson is unable to serve, a party invoking this procedure shall notify Gary Kendellen, who shall serve as arbitrator under this expedited procedure. Copies of such notification will be simultaneously sent to the alleged violator and, if a Local Union is alleged to be in violation, it's International, the GC , and the BTC.
- b. The Arbitrator shall thereupon, after notice as to time and place to the Contractor, the GC, the Local Union involved, and the BTC, hold a hearing within 48 hours of receipt of the notice invoking the procedure it is contended that the violation still exists. The hearing will not, however, be scheduled for less than 24 hours after the notice to the district or area council required by Section 3 above. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.
- c. All notices pursuant to this Article may be by telephone, telegraph, hand delivery, or fax, confirmed by overnight delivery, to the arbitrator, Contractor or Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (no more than 4 hours being allowed to either side to present their case, and conduct their cross examination) unless otherwise agreed. A failure of any Union or

Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator.

- d. The sole issue at the hearing shall be whether a violation of Section 1, above, occurred. If a violation is found to have occurred, the Arbitrator shall issue a Cease and Desist Award restraining such violation and serve copies on the Contractor and Union involved. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved solely for court proceedings, if any. The Award shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an Opinion. If any involved party desires an Opinion, one shall be issued within 15 calendar days, but its issuance shall not delay compliance with, or enforcement of, the Award.
- e. An Award issued under this procedure may be enforced by any court of competent jurisdiction upon the filing of the Agreement together with the Award. Notice of the filing of such enforcement proceedings shall be given to the Union or Contractor involved. In any court proceeding to obtain a temporary or preliminary order enforcing the arbitrator's Award as issued under this expedited procedure, the involved Union and Contractor waive their right to a hearing and agree that such proceedings may be ex parte, provided notice is given to opposing counsel. Such agreement does not waive any party's right to participate in a hearing for a final court order of enforcement or in any contempt proceeding.
- f. Any rights created by statute or law governing arbitration proceedings which are inconsistent with the procedure set forth in this Article, or which interfere with compliance thereto, are hereby waived by the Contractors and Unions to whom they accrue.

- g. The fees and expenses of the Arbitrator shall be equally divided between the involved Contractor and Union.

SECTION 5. ARBITRATION OF DISCHARGES FOR VIOLATION

Procedures contained in Article 9 shall not be applicable to any alleged violation of this Article, with the single exception that an employee discharged for violation of Section 1, above, may have recourse to the procedures of Article 9 to determine only if the employee did, in fact, violate the provisions of Section 1 of this Article; but not for the purpose of modifying the discipline imposed where a violation is found to have occurred.

ARTICLE 8. - LOCAL ADMINISTRATIVE COMMITTEE (LAC)

SECTION 1. MEETINGS

The Local Administrative Committee (LAC) will meet on a regular basis to 1) Implement and oversee the Agreement procedures and initiatives; 2) monitor the effectiveness of the Agreement; and 3) identify opportunities to improve efficiency and work execution.

SECTION 2. COMPOSITION

The LAC will be co-chaired by the President of the Monmouth & Ocean Counties Building and Construction Trades Council or his designee, and designated official of the GC. It will be comprised of representatives of the local unions signatory to the project labor agreement (PLA) and representatives of the GC and other contractors on the project.

ARTICLE 9 - GRIEVANCE & ARBITRATION PROCEDURE

SECTION 1. PROCEDURE FOR RESOLUTION OF GRIEVANCES

Any question, dispute or claim arising out of, or involving the interpretation or application of this Agreement (other than jurisdictional disputes or alleged violations of Article 7, Section 1) shall be considered a grievance and shall be resolved pursuant to the exclusive

procedure of the steps described below; provided, in all cases, that the question, dispute or claim arose during the term of this Agreement.

Step 1:

(a) When any employee covered by this Agreement feels aggrieved by a claimed violation of this Agreement, the employee shall, through the Local Union business representative or job steward give notice of the claimed violation to the work site representative of the involved Contractor. To be timely, such notice of the grievance must be given within 7 calendar days after the act, occurrence, or event giving rise to the grievance, or after the act, occurrence or event became known or should have become known to the Union. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 7 calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party, may, within 7 calendar days thereafter, pursue Step 2 of the grievance procedure by serving the involved Contractor and the General Contractor with written copies of the grievance setting forth a description of the claimed violation, the date on which the grievance occurred, the provisions of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Local Union, employee and Contractor directly involved, unless the settlement is accepted in writing, by the General Contractor, as creating a precedent.

(b) Should any signatory to this Agreement have a dispute (excepting jurisdictional disputes or alleged violations of Article 7, Section 1) with any other signatory to this Agreement and, if after conferring, a settlement is not reached within 7 calendar days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined in subparagraph (a) for the adjustment of employee grievances.

Step 2:

The Business Manager or designee of the involved Local Union, together with representatives of the BTC, the involved Contractor, and the General Contractor shall meet in Step 2 within 5 calendar days of the written grievance to arrive at a satisfactory settlement.

Step 3:

(a) If the grievance shall have been submitted but not resolved in Step 2, any of the participating Step 2 entities may, within 14 calendar days after the initial Step 2 meeting, submit the grievance in writing (copies to other participants) to the next available arbitrator of the panel of arbitrators consisting of J.J. Pierson Jr., Esq., Gary Kendellen and Wellington Davis, who shall serve as arbitrator under this expedited procedure. The Labor Arbitration Rules of the American Arbitration Association shall govern the conduct of the arbitration hearing, at which all Step 2 participants shall be parties. Hearings shall be held at the jobsite or at the Newark office of the New Jersey State Board of Mediation, as directed by the Arbitrator.

The decision of the Arbitrator shall be final and binding on the involved Contractor, Local Union and employees and the fees and expenses of such arbitration's shall be borne equally by the involved Contractor and Local Union.

(b) Failure of the grieving party to adhere to the time limits set forth in this Article shall render the grievance null and void. These time limits may be extended only by written consent of the GC, involved Contractor and involved Local Union at the particular step where the extension is agreed upon. The Arbitrator shall have authority to make decisions only on the issues presented to him and shall not have the authority to change, add to, delete or modify any provision of this Agreement.

SECTION 2. LIMITATION AS TO RETROACTIVITY

No arbitration decision or award may provide retroactivity of any kind exceeding 30 calendar days prior to the date of service of the written grievance on the construction Project Manager and the involved Contractor or Local Union.

SECTION 3. PARTICIPATION BY GENERAL CONTRACTOR

The General Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and, at its election, may participate in full in all proceedings at these Steps, including Step 3 arbitration.

ARTICLE 10 - JURISDICTIONAL DISPUTES

SECTION 1. NO DISRUPTIONS

There will be no strikes, sympathy strikes, work stoppages, slowdowns, picketing or other disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted and as assigned by the Contractor. No jurisdictional dispute shall excuse a violation of Article 7.

SECTION 2. ASSIGNMENT

A. There shall be a mandatory pre-job markup / assignment meeting prior to the commencement of any work. Attending such meeting shall be designated representatives of the Union signatories to this Agreement, the CM, and the involved Contractors. Best efforts will be made to schedule the pre-job meeting in a timely manner after Notice to Proceed is issued but not later than 30 days prior to the start of the Project.

B. All Project construction work assignments shall be made by the Contractor according to the criteria set forth in Section 3, Subsection D 1-3.

C. When a Contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement

between the National or International Unions involved. Claims of a change of original assignment shall be processed in accordance with Article I of the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan").

D. In the event that a Union involved in the change of original assignment dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan, the parties shall mutually select one of the following Arbitrators: Arbitrator J.J. Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Hanft and submit the dispute directly to the Arbitrator. The selected Arbitrator shall determine whether the case requires a hearing or may be decided upon written submissions. In rendering his determination on whether there has been a change of original assignment, the Arbitrator shall be governed by the following:

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Agreement for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.

- a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

- b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original

assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

SECTION 3. PROCEDURE FOR SETTLEMENT OF DISPUTES

A. Any Union having a jurisdictional dispute with respect to Project work assigned to another Union will submit through its International the dispute in writing to the Administrator of the Plan within 72 hours and send a copy of the letter to the other Union involved, the Contractor involved, the General Contractor, the BTC, and the district or area councils of the unions involved. Upon receipt of a dispute letter from any Union, the Administrator will invoke the procedures set forth in the Plan to resolve the jurisdictional dispute. The jurisdictional dispute letter shall contain the information described in Article IV of the Procedural Rules of the Plan.

B. Within 5 calendar days of receipt of the dispute letter, there shall be a meeting of the General Contractor, the Contractor involved, the Local Unions involved and designees of the BTC and the district or area councils of the Local Unions involved for the purpose of resolving the jurisdictional dispute.

C. In order to expedite the resolution of jurisdictional disputes, the parties have agreed in advance to mutually select one of the following designated Arbitrators: Arbitrator J.J. Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Hanft to hear all unresolved jurisdictional disputes arising under this Agreement. All other rules and procedures of the Plan shall be followed. If none of the three Arbitrators is available to hear the dispute within the time limits of the Plan, the Plan's arbitrator selection process shall be utilized to select another arbitrator.

D. In the event that a Union involved in the dispute is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to process a case through the Plan as described in paragraphs A-C above, the parties to the dispute shall mutually select one of the following Arbitrators: Arbitrator J. J. Pierson, Arbitrator Andy Douglas or Arbitrator Richard K. Hanft to hear the dispute and shall submit the dispute directly to the selected arbitrator. The time limits for submission and processing disputes shall be the same as provided elsewhere in this Section. The selected Arbitrator shall schedule the hearing within seven business days from the date of submission. If

he cannot hear the case within the required timeframe, one of the other Arbitrators will be selected to hear the case unless all parties to the dispute agree to waive the seven day time limit. In rendering his decision, the Arbitrator shall determine:

1. First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;

2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.

3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

E. The Arbitrator shall render a short-form decision within 5 days of the hearing based upon the evidence submitted at the hearing, with a written decision to follow within 30 days of the close of hearing.

F. This Jurisdictional Dispute Resolution Procedure will only apply to work performed by Local Unions that represent workers employed on the Project.

G. Any Local Union involved in a jurisdictional dispute on this Project shall continue working in accordance with Section 2 above and without disruption of any kind.

SECTION 4. AWARD

Any award rendered pursuant to this Article and the Plan shall be final and binding on the disputing Local Unions and the involved Constructor on this Project only and may be enforced in accordance with the provisions of Article VII of the Plan. Any award rendered pursuant to the alternate procedures of this Article shall be final and binding on the disputing Local Unions and

the involved Contractor on this Project only, and may be enforced in any court of competent jurisdiction. Such award or resolution shall not establish a precedent on any other construction work not covered by this Agreement. In all disputes under this Article, the General Contractor and the involved Contractors shall be considered parties in interest.

SECTION 5. LIMITATIONS

The Arbitrator shall have no authority to assign work to a double crew, that is, to more employees than the minimum required by the Contractor to perform the work involved; nor to assign work to employees who are not qualified to perform the work involved; nor to assign work being performed by non-union employees to union employees. This does not prohibit the establishment, with the agreement of the involved Contractor, of composite crews where more than 1 employee is needed for the job. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 6. NO INTERFERENCE WITH WORK

A. There shall be no interference or interruption of any kind with the work of the Project while any jurisdictional dispute is being resolved. The work shall proceed as assigned by the Contractor until finally resolved under the applicable procedure of this Article. The award shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award. Any claims of a violation of this section shall be submitted and processed in accordance with the impediment to job progress provisions of the Plan.

B. In the event a Union alleged to have engaged in an impediment to job progress is an affiliate of a National or International Union that is not affiliated with the Building and Construction Trades Department and does not wish to have the impediment to job progress charge processed through the Plan, the parties to the dispute shall mutually select one of the three Arbitrators designated in this Article to hear the dispute. The selected Arbitrator shall schedule the hearing within two business days from the date of submission. If he cannot hear the case within the required timeframe, one of the other Arbitrators shall be selected by the parties to hear the case unless all parties to the dispute agree to waive the two day time limit. The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Arbitrator's decision shall be issued in writing within 3 hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the decision. The Arbitrator may order cessation of the violation of this Section and other appropriate relief, and such decision shall be served on all parties by facsimile upon issuance. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the Arbitrator.

ARTICLE 11 - WAGES AND BENEFITS

SECTION 1. CLASSIFICATION AND BASE HOURLY RATE

All employees covered by this Agreement shall be classified in accordance with the work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedules A, as amended during this Agreement. Recognizing, however, that special conditions may exist or occur on the Project, the parties, by mutual agreement may establish rates and/or hours for one or more classifications, which may differ from Schedules A. Parties to such agreements shall be the General Contractor, the Contractor involved, the involved Local Unions and the BTC.

SECTION 2. EMPLOYEE BENEFIT FUNDS

A. The Contractors agree to pay contributions on behalf of all employees covered by this Agreement to the established employee benefit funds in the amounts designated in the appropriate Schedule A. Bona fide jointly trusted fringe benefit plans established or negotiated through collective bargaining during the life of this Agreement may be added.

B. The Contractor agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, such Trust Funds but only with regard to work done on this Project and only for those employees to whom this Agreement requires such benefit Payments.

C. Should any contractor or sub-contractor become delinquent in the payment of contributions to the fringe benefit funds, then the subcontractor at the next higher tier, or upon notice of the delinquency claim from the Union or the Funds, agrees to withhold from the subcontractor such disputed amount from the next advance, or installment payment for work performed and the amount claimed and owed will be paid within thirty (30) days after receipt of the notification by the General Contractor, if not paid prior to said date by the delinquent contractor/subcontractor.

ARTICLE 12 - HOURS OF WORK, PREMIUM PAYMENTS, SHIFTS AND HOLIDAYS

SECTION 1. WORK WEEK AND WORK DAY

A. The standard work week shall consist of 40 hours of work at straight time rates per one of the following schedule:

1) Five-Day Work Week: Monday-Friday, 5 days, 8 hours plus 1/2 hour unpaid lunch period each day.

B. The Day Shift shall commence between the hours of 6:00 a.m. and 9:00 a.m. and shall end between the hours of 2:30 p.m. and 5:30 p.m. Starting and quitting times shall occur at the employees' place of work as may be designated by the Contractor in accordance with area practice.

C. Notice - Contractors shall provide not less than 5 days prior notice to the Local Union involved as to the work week and work hours schedules to be worked or such lesser notice as may be mutually agreed upon.

SECTION 2. OVERTIME

Overtime pay for hours outside of the standard work week and work day, described in paragraph A above, shall be paid in accordance with the applicable Schedule A. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall be worked, except as noted in Article 5, Section 2. There shall be no pyramiding of overtime pay under any circumstances. The Contractor shall have the right to schedule work so as to minimize overtime.

SECTION 3. SHIFTS

A. Flexible Schedules - Scheduling of shift work shall remain flexible in order to meet Project schedules and existing Project conditions including the minimization of interference with traffic. It is not necessary to work a day shift in order to schedule a second shift. Shifts must be worked a minimum of five consecutive work days, must have prior

approval of the GC and must be scheduled with not less than five work days notice to the Local Union.

B. Second/Shift - The second shift (starting between 2 p.m. and 8p.m.) shall consist of 8 hours work for an equal number of hours pay at the straight time rate plus 15% in lieu of overtime and exclusive of a 1/2 hour unpaid lunch period.

C. Flexible Starting Times – Shift starting times will be adjusted by the Contractor as necessary to fulfill Project requirements subject to the notice requirements of Paragraph A.

D. It is agreed that when project circumstances require a deviation from the above shifts, the involved unions, contractors and the General Contractor shall adjust the starting times of the above shifts or establish shifts which meet the project requirements. It is agreed that neither party will unreasonably withhold their agreement.

SECTION 4. HOLIDAYS

A. Schedule - There shall be 8 recognized holidays on the Project:

New Years Day

Labor Day

Presidents Day

Veterans Day

Memorial Day

Thanksgiving Day

Fourth of July

Christmas Day

* Presidential Election Day shall be observed as a holiday in a general election year. Work shall be scheduled on Good Friday, Columbus Day and the Friday after Thanksgiving pursuant to the craft's Schedule A.

All said holidays shall be observed on the dates designated by New Jersey State Law. In the absence of such designations, they shall be observed on the calendar date except those holidays which occur on Sunday shall be observed on the following Monday. Holidays falling on Saturday are to be observed on the preceding Friday.

B. Payment - Regular holiday pay, if any, and/or premium pay for work performed on such a recognized holiday shall be in accordance with the applicable Schedule A.

C. Exclusivity - No holidays other than those listed in Section 4-A above shall be recognized nor observed.

SECTION 5. REPORTING PAY

A. Employees who report to the work location pursuant to regular schedule and who are not provided with work or whose work is terminated early by a Contractor, for whatever reason, shall receive minimum reporting pay in accordance with the applicable Schedule A.

B. When an employee, who has completed their scheduled shift and left The Project site, is "called back" to perform special work of a casual, incidental or irregular nature, the employee shall receive pay for actual hours worked with a minimum guarantee, as may be required by the applicable Schedule A.

C. When an employee leaves the job or work location of their own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 7 below, they shall be paid only for the actual time worked.

D. Except as specifically set forth in this Article there shall be no premiums, bonuses, hazardous duty, high time or other special payments of any kind.

E. There shall be no pay for time not actually worked except as specifically set forth in this Agreement or except where specifically provided in an applicable Schedule A.

SECTION 6. PAYMENT OF WAGES

A. Payday - Payment shall be made by check, drawn on a New Jersey bank with branches located within commuting distance of the job site. Paychecks shall be issued by

the Contractor at the job site by 10 a.m. on Thursdays. In the event that the following Friday is a bank holiday, paychecks shall be issued on Wednesday of that week. Not more than 3 days wages shall be held back in any pay period. Paycheck stubs shall contain the name and business address of the Contractor, together with an itemization of deductions from gross wages.

B. Termination-Employees who are laid-off or discharged for cause shall be paid in full for that which is due them at the time of termination. The Contractors shall also provide the employee with a written statement setting forth the date of lay off or discharge.

SECTION 7. EMERGENCY WORK SUSPENSION

A Contractor or GC may, if considered necessary for the protection of life and /or safety of employees or others, suspend all or a portion of Project Work. In such instances, employees will be paid for actual time worked; provided, however, that when a Contractor request that employees remain at the job site available for work, employees will be paid for "stand-by" time at their hourly rate of pay.

SECTION 8. INJURY/DISABILITY

An employee who, after commencing work, suffers a work-related injury or disability while performing work duties, shall received no less than 8 hours wages for that day. Further, the employee shall be rehired at such time as able to return to duties provided there is still work available on the Project for which the employee is qualified and able to perform.

SECTION 9. TIME KEEPING

A Contractor may utilize brassing or other systems to check employees in and out. Each employee must check in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

SECTION 10. MEAL PERIOD

A Contractor shall schedule an unpaid period of not more than 1/2 hour duration at the work location between the 3rd and 5th hour of the scheduled shift. A Contractor may, for

efficiency of operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through the meal period, the employee shall be compensated in a manner established in the applicable Schedule A.

SECTION 11. BREAK PERIODS

There will be no rest periods, organized coffee breaks or other non-working time established during working hours. Individual coffee containers will be permitted at the employee's work location. Local area practice will prevail for coffee breaks that are not organized.

ARTICLE 13 - APPRENTICES

SECTION 1. RATIOS

Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry and to provide craft entry opportunities for minorities, women and economically disadvantaged non-minority males, Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Contractors may utilize apprentices and such other appropriate classifications as are contained in the applicable Appendix A in a ratio not to exceed the ratio provided in the applicable Appendix A providing prevailing wage and fringe benefits as defined in N.J.S.A. 34:11-56.26(9) for the classification in Ocean County, New Jersey. Apprentices and such other classifications as are appropriate shall be employed in a manner consistent with the provisions of the appropriate collective bargaining agreement listed in Schedule A.

SECTION 2. DEPARTMENT OF LABOR

To assist the Contractors in attaining a maximum effort on this Project, the Unions agree to work in close cooperation with, and accept monitoring by, the New Jersey State and Federal Departments of Labor to ensure that minorities, women, or economically disadvantaged are afforded opportunities to participate in apprenticeship programs which result

in the placement of apprentices on this Project. To further ensure that this Contractor effort is attained, up to 50% of the apprentices placed on this Project should be first year, minority, women or economically disadvantaged apprentices. The Local Unions will cooperate with Contractor request for minority, women or economically disadvantaged referrals to meet this Contractor effort.

SECTION 3. HELMETS TO HARDHATS

The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 14 - SAFETY PROTECTION OF PERSON AND PROPERTY

SECTION 1. SAFETY REQUIREMENTS

Each Contractor will ensure that applicable OSHA requirements and other requirements set forth in the contract documents are at all times maintained on the Project and the employees and Unions agree to cooperate fully with these efforts. Employees must perform their work at all times in a safe manner and protect themselves and the property of the Contractor and the Owner from injury or harm. Failure to do so will be grounds for discipline, including discharge.

SECTION 2. CONTRACTOR RULES

Employees covered by this Agreement shall at all times be bound by the reasonable safety, security, and visitor rules as established by the Contractors and the GC for this Project. Such rules will be published and posted in conspicuous places throughout the Project.

SECTION 3. INSPECTIONS

The Contractors and GC retain the right to inspect incoming shipments of equipment, apparatus, machinery and construction materials of every kind.

ARTICLE 15 - NO DISCRIMINATION

SECTION 1. COOPERATIVE EFFORTS

The Contractors and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures maybe established by Contractors and Local Unions and the New Jersey State Department of Labor for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties to this Agreement will assist in such programs and agree to use their best efforts to ensure that the goals for female and minority employment are met on this Project.

SECTION 2. LANGUAGE OF AGREEMENT

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 16 - GENERAL TERMS

SECTION 1. PROJECT RULES

The GC and the Contractors shall establish such reasonable Project rules as are appropriate for the good order of the Project, provided they do not violate the terms of this agreement. These rules will be explained at the pre-job conference and posted at the Project site and may be amended thereafter as necessary. Failure of an employee to observe these rules and regulations shall be grounds for discipline, including discharge. The fact that no order was posted prohibiting a certain type of misconduct shall not be a defense to an employee disciplined or discharged for such misconduct when the action taken is for cause.

SECTION 2. TOOLS OF THE TRADES

The welding/cutting torch and chain fall, are tools of the trade having jurisdiction over the work performed. Employees using these tools shall perform any of the work of the trade. There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee or on the use of any tools or equipment for the performance of work within the employee's jurisdiction.

SECTION 3. SUPERVISION

Employees shall work under the supervision of the craft foreperson or general foreperson.

SECTION 4. TRAVEL ALLOWANCES

There shall be no payments for travel expenses, travel time, subsistence allowance or other such reimbursements or special pay except as expressly set forth in this Agreement and in Schedule A.

SECTION 5. FULL WORK DAY

Employees shall be at their staging area at the starting time established by the Contractor and shall be returned to their staging area by quitting time after performing their assigned functions under the supervision of the Contractor. The signatories reaffirm their policy of a fair day's work for a fair day's wage.

SECTION 6. COOPERATION

The General Contractor and the Unions will cooperate in seeking any NJ State Department of Labor approvals that may be required for implementation of any terms of this Agreement.

ARTICLE 17 - SAVINGS AND SEPARABILITY

SECTION 1. THIS AGREEMENT

In the event that the application of any provision of this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law, the provision involved shall be rendered, temporarily or permanently, null and void but the remainder of the Agreement shall remain in full force and effect. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in construction where the Contractor voluntarily accepts the Agreement. The parties to this Agreement will enter into negotiations for a substitute provision in conformity with the law and the intent of the parties for contracts to be let in the future.

SECTION 2. THE BID SPECIFICATIONS

In the event that the General Contractor's bid specifications, or other action, requiring that a successful bidder become signatory to this Agreement is enjoined, on either an interlocutory or permanent basis, or otherwise found in violation of law such requirement shall be rendered, temporarily or permanently, null and void but the Agreement shall remain in full force and effect to the extent allowed by law. In such event, the Agreement shall remain in effect for contracts already bid and awarded or in constructions where the Contractor voluntarily accepts the Agreement. The parties will enter in to negotiations as to modifications to the

Agreement to reflect the court action taken and the intent of the parties for contracts to be let in the future.

SECTION 3. NON-LIABILITY

In the event of an occurrence referenced in Section 1 or Section 2 of this Article, neither the Owner, the GC, or any Contractor, or any signatory Union shall be liable, directly or indirectly, for any action taken, or not taken, to comply with any court order, injunction or determination. Project bid specifications will be issued in conformance with court orders in effect and no retroactive payments or other action will be required if the original court determination is ultimately reversed.

SECTION 4. NON-WAIVER

Nothing in this Article shall be construed as waiving the prohibitions of Article 7 as to signatory Contractors and signatory Unions.

ARTICLE 18 - FUTURE CHANGES IN SCHEDULE A AREA CONTRACTS

SECTION 1. CHANGES TO AREA CONTRACTS

A. Schedules A to this Agreement shall continue to full force and effect until the Contractor and/or Union parties to the Area Collective Bargaining Agreements which are the basis for Schedules A notify the General Contractor in writing of the mutually agreed upon changes in provisions of such agreements which are applicable to the Project, and their effective dates.

B. It is agreed that any provisions negotiated into Schedules A collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to this Project than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provisions be recognized or applied on this Project if it may be construed to apply exclusively, or predominantly, to work covered by this Project Agreement.

C. Any disagreement between signatories to this Agreement over the incorporation into Schedules "A" of provisions agreed upon in the renegotiations of Area Collective Bargaining Agreements shall be resolved in accordance with the procedure set forth in Article 9 of this Agreement.

SECTION 2. LABOR DISPUTES DURING AREA CONTRACT NEGOTIATIONS

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 7 affecting the Project by any Local Union involved in the renegotiations of Area Local Collective Bargaining Agreements nor shall there be any lock-out on the Project affecting a Local Union during the course of such renegotiations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day _____, 20__.

**Monmouth & Ocean Counties
Building and Construction Trades
Council, AFL-CIO**

Union Affiliates:

Asbestos, Lead & Hazardous Waste Laborers, Local 78

Boilermakers, Local 28

Bricklayers and Allied Crafts Workers, Local 5 ADC/NJ

Carpenters, Local 255

Cement Masons, Local 592

Dockbuilders, Local 441

Dockbuilders, Local 1556

Electrical Workers, Local 400

Elevator Constructors, Local 5

Heat & Frost Insulators and Allied Workers, Local 32

Heat & Frost Insulators and Allied Workers, Local 89

Heavy Construction Laborers, Local 172

Heavy Construction Laborers, Local 472

Ironworkers, Local 11

Ironworkers, Local 399

Laborers, Local 77

Millwrights, Local 715

Operating Engineers, Local 825

**Painters and Allied Trades, District
Council Local 711**

Plumbers and Pipefitters, Local 9

Roofers, Local, 4

Roofers, Local 30

Sheet Metal Workers, Local 27

Sheet Metal Workers (Sign Hangers) Local 137

Sprinkler Fitters, Local 669

Sprinkler Fitters, Local 696

Teamsters, Local 469

Tile/Marble/Terrazo Workers, Local 7

SCHEDULE A

A COPY OF EACH UNION'S CURRENT COLLECTIVE BARGAINING AGREEMENT IS INCLUDED AS PART OF SCHEDULE A BY REFERENCE, UPON EXECUTION BY THE SIGNATORY LOCAL.

Asbestos, Lead & Hazardous Waste Laborers, Local 78

Boilermaker, Local 28

Bricklayers and Allied Crafts Workers, Local 5 ADC/NJ

Carpenters, Locals 255

Cement Masons, Local 592

Dockbuilders, Local 441

Dockbuilders, Local 1556

Electrical Workers, Local 400

Elevator Constructors, Local 5

Heavy Construction Laborers, Local 172

Heavy Construction Laborers, Local 472

Ironworkers, Local 11

Ironworkers, Local 399

Laborers, Local 77

Insulators and Allied Workers, Local 32

Insulators and Allied Workers, Local 89

Millwrights, Local 715

Operating Engineers, Local 825

Painters and Allied Trades, District Council 711

Plumbers and Pipefitters , Local 9

Roofers, Local 4

Roofers, Local 30

Sheet Metal Workers, Local 27

Sheet Metal Workers (Sign Hangers), Local 137

Sprinkler Fitters, Local 669

Sprinkler Fitters, Local 696

Teamsters, Local 469

Tile/Marble/Terrazzo Workers, Local 7

PROJECT LABOR AGREEMENT

**FOR MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING
PERTAINING TO THE DEVELOPMENT AND CONSTRUCTION OF THE SOCIAL
SERVICES COMPLEX IN TOMS RIVER, NEW JERSEY**

The parties hereby agree that all Tele-data work and associated electrical work performed on any of the sites during construction shall be done by employees represented by the signatory unions. For the purpose of this Agreement, Tele-data work shall include, but not limited to, the following: All receiving, placement, installation, operation, testing, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, education and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications related systems repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-P ABX), Key equipment-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation.

SIGNATORY UNIONS

BY: _____

BY: _____

PROJECT LABOR AGREEMENT
**FOR MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING
PERTAINING TO THE DEVELOPMENT AND CONSTRUCTION OF THE SOCIAL
SERVICES COMPLEX IN TOMS RIVER, NEW JERSEY**

General Contractor agrees that when subcontracting for prefabrication of H.V.A.C. duct and other related sheet metal, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication as established under agreements between local affiliates of Sheet Metal Workers' International Association and local sheet metal fabricators.

General Contractor and the Sheet Metal Workers' International Association agree to work with fabrication shops referenced in the Addendum. This joint effort will be directed at improving fabricators' competitiveness through the application of continuous improvement principles.

General Contractor

Sheet Metal Workers'
International Assoc. Local #27

PROJECT LABOR AGREEMENT

FOR MOVING SERVICES FOR NEWLY CONSTRUCTED OFFICE BUILDING PERTAINING TO THE DEVELOPMENT AND CONSTRUCTION OF THE SOCIAL SERVICES COMPLEX PROJECT IN TOMS RIVER, NEW JERSEY

LETTER OF ASSENT

Re: Project Labor Agreement
Monmouth & Ocean Counties Building & Construction Trades Council, AFL-CIO and
The County of Ocean (the "Agreement")

The undersigned, as a General Contractor, Contractor(s) or Subcontractor(s) on a Contract which is part of large project construction for the County of Ocean, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Contractor or employee(s) to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Projects Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Company Name

By: _____

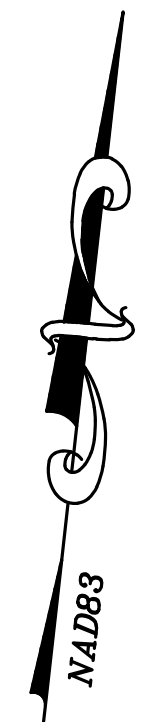
Contract Number _____

Title: _____

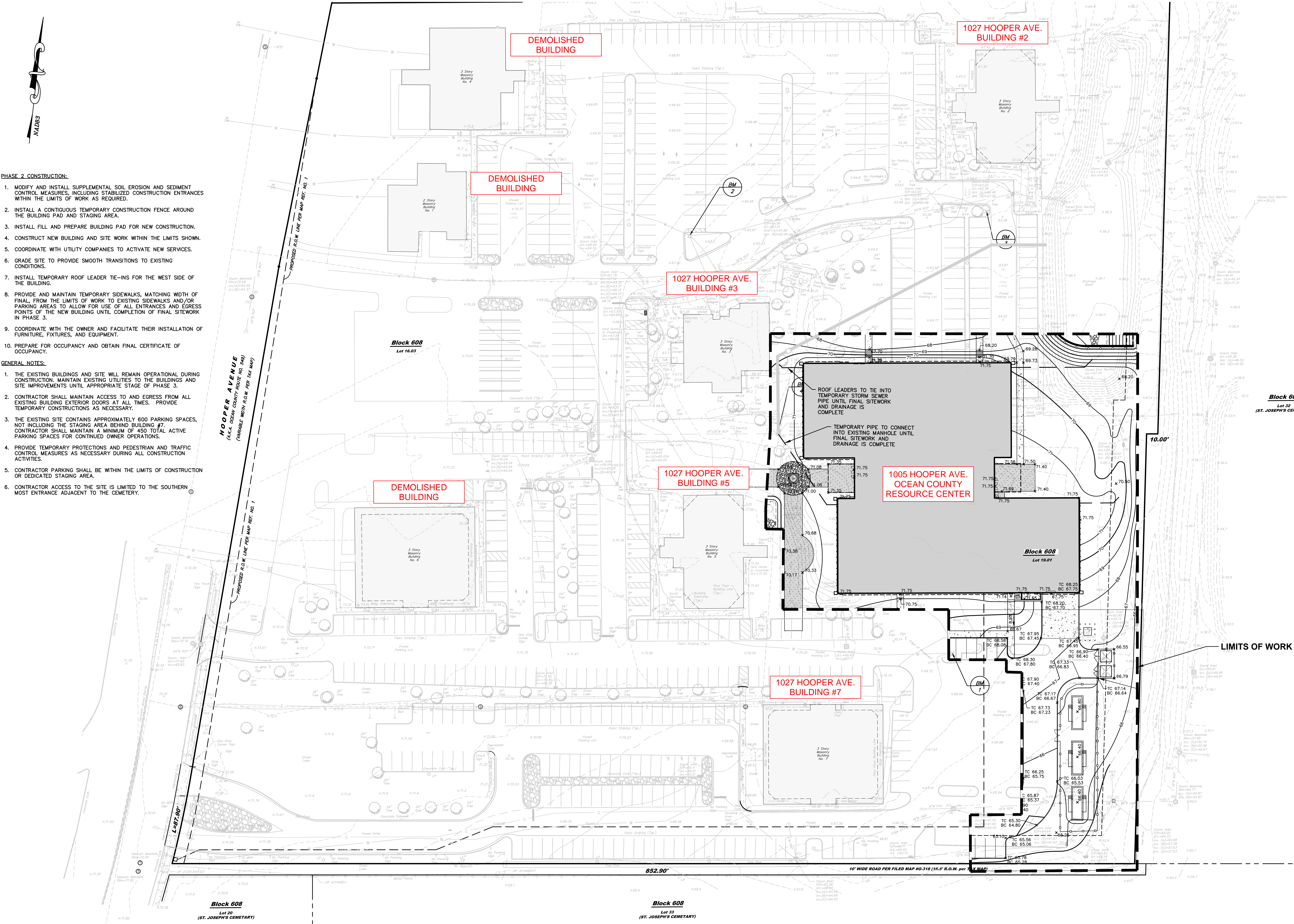
General Contractor _____


Date: _____

cc: (Unions employed by Contractor)



- PHASE 2 CONSTRUCTION:**
1. MODIFY AND INSTALL SUPPLEMENTAL SOIL EROSION AND SEDIMENT CONTROL MEASURES, INCLUDING STABILIZED CONSTRUCTION ENTRANCES WITHIN THE LIMITS OF WORK AS REQUIRED.
 2. INSTALL A CONTIGUOUS TEMPORARY CONSTRUCTION FENCE AROUND THE BUILDING PAD AND STAGING AREA.
 3. INSTALL FILL AND PREPARE BUILDING PAD FOR NEW CONSTRUCTION.
 4. CONSTRUCT NEW BUILDING AND SITE WORK WITHIN THE LIMITS SHOWN.
 5. COORDINATE WITH UTILITY COMPANIES TO ACTIVATE NEW SERVICES.
 6. GRADE SITE TO PROVIDE SMOOTH TRANSITIONS TO EXISTING CONDITIONS.
 7. INSTALL TEMPORARY ROOF LEADER TIE-INS FOR THE WEST SIDE OF THE BUILDING.
 8. PROVIDE AND MAINTAIN TEMPORARY SIDEWALKS, MATCHING WIDTH OF FINAL, FROM THE LIMITS OF WORK TO EXISTING SIDEWALKS AND/OR PARKING AREAS TO ALLOW FOR USE OF ALL ENTRANCES AND EGRESS POINTS OF THE NEW BUILDING UNTIL COMPLETION OF FINAL SITEWORK IN PHASE 3.
 9. COORDINATE WITH THE OWNER AND FACILITATE THEIR INSTALLATION OF FURNITURE, FIXTURES, AND EQUIPMENT.
 10. PREPARE FOR OCCUPANCY AND OBTAIN FINAL CERTIFICATE OF OCCUPANCY.
- GENERAL NOTES:**
1. THE EXISTING BUILDINGS AND SITE WILL REMAIN OPERATIONAL DURING CONSTRUCTION. MAINTAIN EXISTING UTILITIES TO THE BUILDINGS AND SITE IMPROVEMENTS UNTIL APPROPRIATE STAGE OF PHASE 3.
 2. CONTRACTOR SHALL MAINTAIN ACCESS TO AND EGRESS FROM ALL EXISTING BUILDING EXTERIOR DOORS AT ALL TIMES. PROVIDE TEMPORARY CONSTRUCTIONS AS NECESSARY.
 3. THE EXISTING SITE CONTAINS APPROXIMATELY 600 PARKING SPACES, NOT INCLUDING THE STAGING AREA BEHIND BUILDING #7. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 450 TOTAL ACTIVE PARKING SPACES FOR CONTINUED OWNER OPERATIONS.
 4. PROVIDE TEMPORARY PROTECTIONS AND PEDESTRIAN AND TRAFFIC CONTROL MEASURES AS NECESSARY DURING ALL CONSTRUCTION ACTIVITIES.
 5. CONTRACTOR PARKING SHALL BE WITHIN THE LIMITS OF CONSTRUCTION OR DEDICATED STAGING AREA.
 6. CONTRACTOR ACCESS TO THE SITE IS LIMITED TO THE SOUTHERN MOST ENTRANCE ADJACENT TO THE CEMETERY.





OCEAN COUNTY
BOARD OF CHOSEN
FREEHOLDERS

101 Hooper Avenue
Toms River, New Jersey

M

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**MOTT
MACDONALD**

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111 Wood Avenue South, Suite 102
Iselin, New Jersey 08830-4112
United States


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Rev	Date	Drawn	Description	Conformed	Set/Issued	For Construction	App'd
1	03/02/2021						

Project Title
DEVELOPMENT &
CONSTRUCTION OF THE SOCIAL
SERVICES COMPLEX

Sheet Title
PHASE 2 PLAN

Scale
1" = 30'

BAHRAM FARZANEH, PE, PP
PROFESSIONAL ENGINEER, NJ LIC. No. 24GE03454800

BCO	Total
7	26

Designed	DC	Check
Drawn	DC	Approved

Security	Rev
STD	1

Project Number (MM)	Drawing Number
507100902	

Project Number (FPA)	C-5
11472.001	

MAP OF CAMPUS BUILDINGS

Ocean County Resource Center
Move Matrix - Verson 6.0

Move #	Move Date	Department	Origination Address	Origination Location	# of Floors	Origination Building Floor	# of personnel moving	People Total	TOTAL Linear Feet of filing contents	Miscellaneous	Destination Floor N/S
		Ocean County (OC)	Bldg 2, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		OC Veterans Services	(staff, contents, files)			1	8				2 North
		OC Senior Services	(staff, contents, files)			1	11			(3) 5-draw	2 North
		OC Senior Services	(staff, contents, files)			2	4				2 North
		OC Consumer Affairs	(staff, contents, files)			2	16				2 North
1	Saturday, 11/16/24							39	186		
		Ocean County (OC)	Bldg 2, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		OC Human Resources	(staff, contents, files)			3	16			(4) rolling whiteboards in conference room/ (7) 5-draw	2 North
		OC Adjusters Office	(staff, contents, files)			2	6			(4) 5-draw	1 North
2	Sunday, 11/17/24							22	543		
		PIC	1959 Route 9, Toms River, NJ	Off site							
		PIC	(staff, contents, phones, files)			1	17				1 & 2 North
3	Tuesday, 11/19/24	Subtotals						17	345		
		Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		High Density File Contents	(family care/recept files only)			1				(27) Banker Boxes	HD Filing
4	Wenesday 11/20/24, Thursday 11/21								5971		
		Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	4						
		BOSS HD Filing Contents Move	(files only)			LL					HD Filing
5	Wednesday 12/4/2024, Thursday 12/5/2024								1760		
		Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	4						
		BOSS TANF/GA/SNAP	(files only)			1					2 South
		BOSS TANF/GA/SNAP	(files only)			3					2 South
		BOSS Work First NJ, Case Mgmt	(files only)			3					2 South
6	Friday, 12/6/2024								575		
		Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	4						
		BOSS TANF/GA/SNAP	(staff and contents)			1	14				2 South
		BOSS TANF/GA/SNAP	(staff and contents)			3	14				2 South
		BOSS Work First NJ, Case Mgmt	(staff and contents)			3	4				2 South
7	Saturday, 12/7/24							32			
		Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	4						
		BOSS Special Response	(files only)			1					Lobby /Rec
		BOSS Special Response	(files only)			2					2 South
		BOSS Special Response	(files only)			3					2 South
		BOSS Mobile Outreach	(files only)			2					2 South
8	Friday, 12/13/2024								1137		
		Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	4						
		BOSS Special Response	(staff and contents)			1	1				Lobby /Rec
		BOSS Special Response	(staff and contents)			2	24				2 South
		BOSS Special Response	(staff and contents)			3	2				2 South
		BOSS Mobile Outreach	(staff and contents)			2	2				2 South
		Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS File Room	(staff and contents)			1	5				HD Filing/1 South
9	Saturday, 12/14/24							29			
		Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		High Density File Contents	C side only files			1				(43) Banker Boxes	HD Filing
10	Monday, 12/16/2024, Tuesday 12/17/2024								3503		
		Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	4						
		BOSS Maintenance & Security	(files only)			LL					1 South
		BOSS Community Care Waiver	(files only)			3					3 North
		Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS Aged, Blind, Disabled	(files only)			2					3 North
11	Thursday, 12/19/2024, Friday 12/20/2024								1323		
		Board of Social Services (BOSS)	Bldg 3, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	4						
		BOSS Maintenance & Security	(staff and contents)			LL	2				1 South
		BOSS Community Care Waiver	(staff and contents)			3	9				3 North
		Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS Aged, Blind, Disabled	(staff and contents)			2	27				3 North
12	Saturday, 12/21/2024							38			
		Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS NJ FamilyCare	(files only)			3					3 South
		BOSS Social Work Administration	(files only)			3					3 North
13	Friday, 1/3/2025								426		
		Board of Social Services (BOSS)	Bldg 5, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS NJ FamilyCare	(staff and contents)			3	25				3 South
		BOSS Social Work Administration	(staff and contents)			3	2				3 North
14	Saturday, 1/4/2025							27			
		Board of Social Services (BOSS)	Bldg 7, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS Administrative Services	(files only)			2					1 South
		BOSS Child Support Unit	(files only)			2					3 North

Ocean County Resource Center
Move Matrix - Verson 6.0

Move #	Move Date	Department	Origination Address	Origination Location	# of Floors	Origination Building Floor	# of personnel moving	People Total	TOTAL Linear Feet of filing contents	Miscellaneous	Destination Floor N/S
		BOSS Director's Office	(files only)			2					3 South
		BOSS Legal	(files only)			2					3 South
		BOSS Fiscal	(files only)			3				(4) File Safes	3 South
		Adult Protective Services	(files only)			3					3 North
		BOSS Human Resources	(files only)			2					3 South
		Training Department	(files only)			3					3 South
15	Friday 1/10/2025								794		

Ocean County Resource Center
Move Matrix - Verson 6.0

Move #	Move Date	Department	Origination Address	Origination Location	# of Floors	Origination Building Floor	# of personnel moving	People Total	TOTAL Linear Feet of filing contents	Miscellaneous	Destination Floor N/S
		Board of Social Services (BOSS)	Bldg 7, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS Administrative Services	(staff and contents)			2	2				1 South
		BOSS Child Support Unit	(staff and contents)			2	8				3 North
		BOSS Director's Office	(staff and contents)			2	5				3 South
		BOSS Legal	(staff and contents)			2	1				3 South
		BOSS Fiscal	(staff and contents)			3	18				3 South
		Adult Protective Services	(staff and contents)			3	10				3 North
		BOSS Human Resources	(staff and contents)			2	4				3 South
		Training Department	(staff and contents)			3	3				3 South
16	Saturday, 1/11/25							51			
		Board of Social Services (BOSS)	Bldg 7, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		High Density File Contents	(staff, contents, files)			1	1				HD Filing
17	Friday 1/24/2025							1	1568		
		Board of Social Services (BOSS)	Bldg 7, 1027 Hooper Ave, Toms River, NJ	On site (Campus)	3						
		BOSS Central Supply	(staff, contents, files)			1	3			Supply room is HD & 31 cases of paper	1 South
		BOSS Mailroom	(staff, contents, files)			1	5			Furniture / (2) File Safes	1 South
		BOSS Office of Info Tech	(staff, contents, files)			2	5			4-Dwr File Safe	1 South
		BOSS Phone Room	(staff, contents, files)			2	3				1 South
		Document Control	(staff, contents, files)			2	6				1 South
		Board of Social Services (BOSS)	225 4th Street, Lakewood, NJ	Off site	3						
		BOSS TANF/GA/SNAP	(staff, contents, files)			1	7			(20) Banker Boxes	2 South
18	Saturday, 1/25/25							29	491		
		Board of Social Services (BOSS)	333 Haywood Rd, Manahawkin, NJ	Off Site							
		BOSS Recovery	(files only)			2					3 North
		BOSS Investigations	(files only)			2					3 North
		BOSS NJ FamilyCare	(files only)			2					3 South
		BOSS Special Projects	(files only)			1					2 South/HD Filing
		BOSS Customer Service Call Center	(files only)			2					2 South
19	Friday, 1/31/2025	Subtotals							1,642		
		Board of Social Services (BOSS)	333 Haywood Rd, Manahawkin, NJ	Off Site							
		BOSS Recovery	(staff and contents)			2	7				3 North
		BOSS Investigations	(staff and contents)			2	8				3 North
		BOSS NJ FamilyCare	(staff and contents)			2	11				3 South
		BOSS Special Projects	(staff and contents)			1	8				2 South/HD Filing
		BOSS Customer Service Call Center	(staff and contents)			2	7				2 South
20	Saturday, 2/1/2025	Subtotals						41			
		Totals						326	20264		