

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER

DEPARTMENT OF TREASURY

DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O Box 034

TRENTON NJ 08625-0034

ELIZABETH MAHER MUOIO State Treasurer

CHRISTOPHER CHIANESE
Director

May 4, 2022

Winzinger, Inc. 1704 Marne Highway Hainesport, NJ 08036

Re:

Notice to Proceed

Project #P1226-01

209 & 311 East Bayview Avenue, 308 & 320 East Edgewater Avenue

322 East Greenfield Avenue & 225 Oakland Avenue

Pleasantville, NJ - Atlantic County

Award Amount: \$73,000.

To Whom It May Concern:

We have received and accepted your certificates of insurance and performance and payment bonds. Attached is a fully executed contract for your records.

Contract performance shall be completed within 35 calendar days of the date of this Notice to Proceed.

incere

You have been authorized to proceed on May 5, 2022 with Non-Permit Activities.

Christopher R. Geary, Assistant Deputy Director

Contracts and Procurement

C

J. Hansbury

B. Byster

I. Langsdorf

B. Mahan

B. Coleman

S. Baker

M. Ryan

Central File

Treasury Fiscal

Receipt and Understanding is Hereby Acknowledged.

mature Kindrey Winzinger VP

Date

CONTRACT

THIS AGR	EEMENT, made this	day of May	
by and between	The State of New Jersey,	herein called "owner,"	acting herein through its
	(Corporate Name of Owner)		0

<u>Division of Property Management and Construction, Deputy Director,</u>, and (Title of Authorized Official)

WINZINGER, INC.

(a corporation)

of <u>1704 Marne Highway</u>, City of <u>Hainesport</u>, County of <u>Burlington</u>, and State of <u>New Jersey</u> hereinafter called "Contractor". (FID#22189752700)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONTRACT PROJECT NO.:

BULLETINS:

P1226-01-CC01

DEMOLITION OF DWELLINGS 209 & 311 EAST BAYVIEW AVENUE, 308 & 320 EAST EDGEWATER AVENUE, 322 EAST GREENFIELD AVENUE, 225 OAKLAND AVENUE, PLEASANTVILLE,

ATLANTIC COUNTY - NEW JERSEY

LUMP SUM BID\$73,000.

SPECIFICATIONS: Dated 02-23-22 included as part of this contract

"A" dated 03-16-22 and "B" dated 04-12-22 have been acknowledged by the bidder and

included as part of this contract

GEN.CONDITIONS: Instructions to Bidders & General Conditions revised December 2015, included as part

of this contract

DRAWINGS: Included in Specifications dated 02-23-22, included as part of this contract

POST BID REVIEW

CERTIFICATION: Dated 04-25-22, included as part of this contract

hereinafter called the project, for the sum of SEVENTY-THREE THOUSAND Dollars (\$73,000.) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract Specifications, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplementary General Conditions and Special Conditions of the Contract Specifications, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by LAN Associates, Engineering, Planning, Architecture, Surveying, Inc., herein entitled the Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The contractor hereby agrees to commence work under this contract on (See Notice to Proceed) and to fully complete the project within 35 consecutive calendar days thereafter. This is of the essence for the completion of this contract. The contractor further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as hereinafter provided in Article 7.5 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract Specification, and to make payments on account thereof as provided in Article 10 of the General Conditions.

Only domestic materials shall be acquired or used for any public work unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, or domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

The Contractor shall conform to all provisions of "Law Against Discrimination" N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Witness)

Quedroy Winzinger, VP/Sed Treas,

DIVISION OF PROPERTY MANAGEMENT

RICHARD S. FLODMAND

DEPUTY DIRECTOR

(Title)

WINZINGER, INC.

PRESIDENT

(Title)

(Contractor)

1704 MARNE HIGHWAY HAINESPORT, NJ 08036

(Address)

WARRANTY:

It is hereby certified and warranted by the undersigned contractor and by the undersigned principals or officers thereof, for said Contractor and for themselves, personally and individually, that no person has been employed to solicit or secure this Contract in violation of the provisions of Section 10, Chapter 48 of the Laws of 1954, N.J.S.A. 52:34-15, or in violation of any other laws of the State of New Jersey; and it is further warranted that all applicable laws and regulations shall be complied within the performance of this contract.

Please be advised that pursuant to N.J.S.A. 54:49-19 et seq. and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time the taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c 184 (c. 52:32-32 et. seq. to the taxpayer shall be stayed.

By signing this contract, I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the McBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

gen By

PRESI

PRESIDENT

1704 MARNE HIGHWAY HAINESPORT, NJ 08036

INC

(Address)

(Contractor)

This contract conforms to the standard form approved by the Attorney General.

MATTHEW J. PLATKIN ACTING ATTORNEY GENERAL OF NEW JERSEY

* Current Wage Rates dated May 4, 2022 and are included as part of this contract.

"THE MINORITY PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS $\underline{18\%}$ PER SKILLED CRAFT."

"THE FEMALE PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS $\underline{6.9\%}$ PER SKILLED CRAFT."

"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

BID PROPOSAL FORM

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O BOX 034
TRENTON NEW JERSEY 08625-0034

The bid proposal is to be returned in the pre-addressed envelope and will be accepted no later than 2:00 p.m.,

April 19, 2022

after which time the bid proposals will be publicly opened and read.

April 19, 2022	ance which time the old proposals will be publicly opened and read.
FIRM NAME: (Please Type or Print) (Business Street Address ONLY - No P O Box)	Winzinger, Inc. 1704 Marne Highway Hainesport, NJ 08036
PROJECT NO	P1226-01
PROJECT:	Demolition of Residential Dwellings
LOCATION:	320 East Edgewater Avenue, 322 East Greenfield Avenue, & 225 Oakland Avenue, Pleasantville, New Jersey
The undersigned Single Prime specifications.	Contractor proposes to be responsible for all work shown in the contract plans and
Single Bid	\$ 73,000. (Numerical Figures Only)
lump sum all trades	(Numerical Figures Only)
Management and Construction	:35-1 et seg., the Contractor will be classified with the Division of Property (DPMC) in one of the following trades: General Construction (C008) or General Additions (C009) or Demolition (C021) bid documents listed below.
	s & General Conditions Revised December, 2015
2. Specifications dated F	ebruary 23, 2022
3. Drawing(s)#: Inclu	ded in the Specifications Dated: February 23, 2022
This project will be fully comp	leted and ready for occupancy within 35 Calendar days.
Liquidated damages will be ass	sessed at 1/20 of one percent (.05%) of the value of this contract (minimum of \$250.00).
The above price is good through	th sixty (60) days after the bid opening date.
Submit only one bid proposal a	and bid bond form.
•	fty percent (50%) of the TOTAL bid, including alternates if applicable, must accompany

PROPOSAL PAGE 1 OF 7

DPMC-3 Single Prime (rev. 10/13) INDEX 500

PROJECT NO.: P1226-01

The Contractor must include prices for the base bid and all alternates and unit prices when requested, otherwise the bid may be considered non-responsive.

Having examined the bid documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the Contractor hereby proposes to furnish all labor, materials and supplies, and to construct the project as submitted, within the time set forth therein, and at the price stated. This price is to cover all expenses incurred in performing the work required, of which this proposal is a part.

The Contractor acknowledges and affirms that it has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor, P O Box 389, Trenton, New Jersey, 08625 (609) 292-2259.

The Contractor acknowledges receipt of the following Bulletins:

BULLETIN NU	<u>UMBER</u>	DATE OF BULLETIN
A		March 16, 2022
В	21 3 (G 1) 1	April 12, 2022
		R:
		
with DPMC in ac intends to perform Prime Contractor The Contractor ac	cordance with N.J.S.A. 52:35-1 et seq. at t in the work described under any of the lister must be classified in that trade and listed i	this Single Bid proposal are listed below and are classified the time of the bid due date. If the Single Prime contractor d trades sections of this bid proposal form, that Single in the appropriate Subcontractor section of this bid proposal. bcontractors as part of Single Bid proposals shall constitute the bid.
DEMOLITION	(C021)	
NAME:	Winzinger, Inc.	12
ADDRESS:	1704 Marne Highway; Hainesport, I	NJ 08036
See attached s	subcontractor for Asbestos Removal.	

See attached subcontractor for Asbestos Removal. See attached subcontractor for Plumbing.

ALLOWANCES

There are NO allowances in this bid.

PROPOSAL PAGE 2 OF 7

PROJECT NO.: P1226-01

EXECUTION OF CONTRACT

Upon receipt of written notice of the acceptance of this bid, the Contractor shall execute the formal contract within 10 calendar days and deliver a Performance and Payment Bond as well as other information as required in the bid solicitation.

COMMENCEMENT OF WORK

Contractor acknowledges that the work is to commence upon receipt of the Notice to Proceed with the exception of permit activities.

BID SECURITY

Bid Bond is fifty percent (50%) of the TOTAL bid, including alternates if applicable, and is to become the property of the State in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense incurred by the Owner.

PROJECT NO.: <u>P1226-01</u>

CERTIFICATION

If yes, attach explanation.

I certify that the belo	w na	med firm is classified by	the Divi	sion of Prop	erty M	lanagement and	d Construction	in the
approved amount of	\$	4,000,000.00	fo	r (trade)	C02	1 - Demolition		until
2/4/2023		(expiration date)).			(6)		
consideration of unc	omple	irm's bid for this project eted construction work (ork is discounted 85% f	please ref	fer to N.J.A.	C. 17:	19-2.13, which	describes how	v certain
				Respectful	lly sub	mitted,		
(Seal-if Bid proposal	is by	a corporation)						
			Ву:		Winz	inger, Inc.		
			•		-	(Name of	Firm)	
				audi	ey !	<u> Urnyin</u>	ger_	
					O	(Signati	u fe)	
					Vice	President		(4.)
						(Title	=)	
						4 Marne High		
				(Bus	iness S	treet Address	ONLY No P	O Box)
		PS		Haine	sport	New Jersey	Burlington	08036
		9		(City		State	County	Zip)
				Phone No.	·	609-267-860	00	
				Fax No.				
Federal Identificatio	n Na							
redetai ideliiineatio	11 140.	·						
Any change in owne	rship	information since filing	your Red	quest for Cla	essifica	tion (Form DP	PMC 27)	
☐ Yes								
X No								

PROPOSAL PAGE 4 OF 7

STATE OF NEW JERSEY DEPARTMENT OF TREASURY **DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION**

NON-COLLUSION AFFIDAVIT

PROJECT: Project # P1226-01 - Demolition of Residential Dwellings

209 East Bayview Avenue, 311 East Bayview Avenue, 308 East Edgewater Avenue, 320 East Edgewater Avenue, 322 East Greenfield Avenue, & 225 Oakland Avenue, Pleasantville, New Jersey

Atlantic County			
	Bid Due Date	April 19, 2022	2:00 PM
STATE OF NEW JERSEY [SS.			
COUNTY OF Burlington [
I, Audrey Winzinger; VP	of the City of	ainesport	
in the County of Burlington	and the State of	New Jersey	
of full age, being duly sworn according to law	on my oath depose and say that	:	
I am Vice President			·
of the firm of Winzinger, Inc.			
the Contractor making the Bid Proposal for the authority so to do; that said Contractor has not, collusion, or otherwise taken any action in rest project; and that all statements contained in sai full knowledge that the State of New Jersey rel the statements contained in this affidavit in away	, directly or indirectly, entered in raint of free, competitive bidding id bid proposal and in this affidations in the statement.	nto any agreement, page in connection with wit are true and corrected in said	articipated in any the above named ct, and made with
	<u>Audro</u>	U Urmino	<u>K</u>
Culturally and amount to hefere we this 10th	Au	drey Winzinger, VP	
Subscribed and sworn to before me this 19th of April 20 22, Notary Public			
My Commission expires WILLIAM K CHALLENCER NOTARY PUBLIC OF NEW JERSEY Commission # 2534691 My Commission Expires 9/20/2025			

PROPOSAL PAGE 5 OF 7

PROJECT NO.: P1226-01

Public Law 2005, Chapter 92

Formerly: Executive Order 129

In accordance with Public Law 2005, Chapter 92 (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)) all bidders submitting a proposal shall be required to submit a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: Winzinger, Inc.	·		ye.
I hereby certify and say:	ret.		
I have personal knowledge of the Bidder.	facts set forth herein and am authorized	orized to ma	ke this Certification on behalf of the
State of New Jersey, Departmen	it of Treasury, Division of Prope	rty Manager	referenced solicitation issued by the nent and Construction (DPMC), in 4-13.2 et seq., superseding Executive
The following is a list of every loo	cation where services will be perfo	rmed by the	bidder and all subcontractors.
Bidder or Subcontractor	Description of Services	Perform	nance Location(s) by Country
Winzinger, Inc. Pernaco, Inc. CJ Schmidt & Sons, Inc.	Demolition Asbestos Removal Plumbing	ι	ASI ASI ASI
referenced Project Number will be	set forth in this Certification during immediately reported by the Bidd New Jersey, PO Box 034, Trenton	er to the Con	of any contract awarded under the tract Compliance Unit in the DPMC,
above to be provided within the U the Director, Division of Property of services or that the failure to s	Inited States to sources outside the y Management and Construction, thift the services would result in ed	United State hat extraord conomic hard	Bidder has shifted services declared is, prior to a written determination by inary circumstances require the shift diship to the State of New Jersey, the rmination for cause under its contract
I further understand that this Cert bid proposal, with knowledge that contained herein.	tification is submitted on behalf of at the State of New Jersey and DP	the Bidder i MC are rely	in order to induce DPMC to accept a ring upon the truth of the statements
I certify that, to the best of my kn of the statements are willfully fals		statements b	y me are true. I am aware that if any
Bidder: Winzinger, Inc. [Name of Organiz	ration or Entityl		
By: Qudrey Win	whose	Title: _	Vice President
Print Name: Audrey Winzi	inger	Date: _	4/19/2022
			PROPOSAL PAGE 6 of 7

PROJECT NO.: P1226-01 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

	BID SOLICITATION # AND TITLE:	Demolition of Residential Dwellings #p1226-01
	BIDDER NAME:	Winzinger, Inc.
	a bid or proposalor otherwise proposes to enter certify that neither the person nor entity, nor any New Jersey Department of the Treasury's Cha activities in Iran. The https://www.state.nj.us/treasury/purchase/pdf/Cl completing the below certification. If the I Construction finds a person or entity to be in appropriate and provided by law, rule or contraction.	2, c.25 and P.L. 2021, c.4) any person or entity that submits into or renew a contract with the State of New Jersey must of its parents, subsidiaries, or affiliates, is identified on the opter 25 List as a person or entity engaged in investment Chapter 25 list is found at napter 25 List.pdf. Bidders must review this list prior to Director of the Division of Property Management and in violation of the law, s/he shall take action as may be out, including but not limited to; imposing sanctions, seeking party in default and/or seeking debarment or suspension of
	CHECK THE	APPROPRIATE BOX
Х		L. 2012, c.25 and P.L. 2021, c.4), that neither the Bidder affiliates is listed on the New Jersey Department of the lobe engaged in prohibited activities in Iran.
OR	•	.a.
	is listed on the New Jersey Department of the Tr and precise description of the activities of the B	r and/or one or more of its parents, subsidiaries, or affiliates easury's Chapter 25 List. I will provide a detailed, accurate sidder, or one of its parents, subsidiaries or affiliates, has an by completing the information requested below.
	Entity Engaged in Investment Activities	
	Relationship to Bidder	
	Description of Activities	
	Duration of Engagement Anticipated Cessation Date Attach Additional Sheets If Necessary.	
	CER	RTIFICATION
	I, the undersigned, certify that I am authorized to foregoing information and any attachments her acknowledge that the State of New Jersey is rely is under a continuing obligation from the date of with the State to notify the State in writing of a aware that it is a criminal offense to make a fals so, I will be subject to criminal prosecution unagreement(s) with the State, permitting the State void and unenforceable. Signature Audrey Winzinger, VP	o execute this certification on behalf of the Bidder, that the reto, to the best of my knowledge are true and complete. I ing on the information contained herein, and that the Bidder is this certification through the completion of any contract(s) any changes to the information contained herein; that I am se statement or misrepresentation in this certification. If I do der the law, and it will constitute material breach of my e to declare any contract(s) resulting from this certification 4/19/2022 Date
	Print Name and Title	

PROPOSAL PAGE 7 of 7



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

New Jersey Department of the Treasury **Division of Property Management and Construction (DPMC)**

CONTRACT DESCRIPTION/TITLE

Demolition of	Residential Dwellings

CONTRACT No.

Winzinger, Inc.

Vendor Name

#P1226-01

	CHECK THE APPROPRIAT	<u>E BOX</u>
X	I, the undersigned , am authorized by the Contractor or Consinto the contract identified above, to certify that the Contract activities in Russia or Belarus as such term is defined in P.I federal law.	ctor or Consultant is NOT engaged in prohibited
	I understand that if this statement is willfully false, I may be section 1.d.	subject to penalty, as set forth in P.L.2022, c.3,
OR		
	I, the undersigned am unable to certify above because the C seeking to enter into or renew the contract identified above, o have engaged in prohibited activities in Russia or Belarus. A activities is provided below.	or one of its parents, subsidiaries, or affiliates may
	Failure to provide such description will result in the bid being permitted to contract with such person or entity, and if a bid delivery of the certification, appropriate penalties, fines and/or	d is accepted or contract is entered into without
	Description of Prohibited Activity	
	Attach Additional Sheets If Necessary	
Consultan certificatio or at that Consultan	tify that the Contractor or Consultant is engaged in activities to shall have 90 days to cease engaging in any prohibited and not shall provide an updated certification. If the Contractor or Contime cannot certify that it is not engaged in prohibited activity any contracts or decline to renew any contracts, and shall be reast holds with the State that were issued on or after March 9, 20	activities and on or before the 90th day after this onsultant does not provide the updated certification ities, the State shall not award the Contractor or required to terminate any contract(s) the Contractor
	dray Winninger	4/19/2022
	e of Authorized Representative	Date
	udrey Winzinger, VP ne and Title of Authorized Representative	
i iiit Naii	tie aug. Line of vortionisen vehiczentative	

NJ Rev. 3.25.2022

Engaged in prohibited activities in Russia or Belarus' means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting. assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.



POST BID REVIEW INTERVIEW & CERTIFICATION

DPMC PROJECT NUMBER: P1226-01

PROJECT NAME: Blue Acres Demo Program

Pleasantville, NJ

PROJECT ADDRESSES are as per project documents.

MEETING DATE: 4/25/2022

MEETING TIME: 10:00 am

MEETING LOCATION: Teams Meeting - Refer to Teams Calendar Invite

INVITED: REPRESENTING: CONTACT:

SEE ATTACHED SIGN IN SHEET

PURPOSE:

This Post Bid Review Interview with the apparent low bidder (Contractor) for the
project is to confirm the Contractor understands the project scope, submitted
pricing, qualifications and ability to perform the project. Furthermore, the
Contractor certifies by their signature(s) below, they understand their contractual
responsibility to comply with the Contract Documents.

INTERVIEW:

- 1. Introductions
- 2. Distribution of Handouts
 - a. Bid Tab
 - b. Bulletins
 - c. Sign-in sheet
- 3. <u>Contract Documents:</u> The Contractor confirms that they have received all contract documents issued by the New Jersey Division of Property Management and Construction for project number **P1226-01** including all drawings, specifications and Bulletins as listed below and that these documents constitute the Contract Documents.

P1226-01 4/25/2022

PAGE 1 OF 7

	Response: <u>Ves</u> Sig	ined: Natret Co
4.	Award: The Contractor confirms	that the following Base Bid was submitted in ractor also understands that their Awarded
	Base Bid: The Contractor con Amount was included in their	firms that the following Lump Sum Base Bid bid submission.
	1. Single Lump Sum Bas	
	Response: <u>Ves</u>	Signed: Alask Co-
	Base Bid.	is project that are included in the Lump Sum
	Response: Ves	Signed: Patrick Co
5.	<u>Trades</u> : The Contractor confirms project:	the following trades will be working on the
	DPMC classified Contractors in their bid submission. The	The Contractor confirms that the following were submitted as "Named Subcontractors" Contractor further confirms that there will be ned Subcontractors for the duration of the
	Demolition:	Winzinger, Inc.
	Response: <u>Yes</u>	Signed: Pakele Co-
6.	Scope of Work and General Cond	ditions Requirements:
	and incorporated their conte package and is familiar with the	
	Response: <u>/es</u>	Signed: Datrele Co-
	b. Existing Conditions: Contracto	or has visited the project site and familiarized conditions of the site, including buildings,

PAGE 2 OF 7

P1226-01

4/25/2022

a. Bulletin A <u>3/16/2022</u>b. Bulletin B <u>4/12/2022</u>

	coordinate the proposed work accessisting site are incorporated into the	d other features, in order to plan and cordingly and that the conditions of the neir bid submission?
c.	Proceed (Usually on the same day) to the site and immediately begin v	e contract and issuance of a Notice to), the Contractor is prepared to mobilize work? The start and completion of this sting obligations with the State of New
	Response: <u>Yes</u> S	Signed: Sakik Co-
d.	calendar days, 35, start with issua the same day as the Award Meeting	_
	Response: <u>Yes</u> S	Signed: Salmo Co
e.	Superintendent for the Durati superintendent shall be responsit serve as the official on-site contact all, if needed project meetings in This superintendent may be a "work and the superintendent may be superintendent may be superintendent may be superintendent."	ole to coordinate all project activities, the contractor and attend noticely the pre-construction meeting king" superintendent.
	Response: <u>Yes</u> S	Signed: Pakret Co-
f.	substitutions of anything specified i	_
	Response: <u>Yes</u> S	Signed: Jalub Co-
Th	he Contractor is aware of the followin	

- 7.
 - a. Requirement for Payment: Applications will be considered incomplete without the required DPMC documents and will be rejected for payment.
 - b. Contract Time: Contractor confirms that they have reviewed the project schedule and are prepared to execute the work as outlined and within the stipulated contract time of 35 calendar days from the State's issuance of a Notice to Proceed.
 - c. Requirement for Substantial Completion: Contractor understands that Substantial Completion must occur within the Contract Time. The Contractor also confirms that they understand that the project will not be considered substantially complete until all required deliverables have been

delivered to and accepted by the A/E and the State. This is also to include all manifests and "C" of "A's".

Response:	y es	Signed:	Jahrele Co
Response:	_yes	Signed:	Jame Co

- 8. <u>Execution of the Work</u>: The Contractor understands the following concerning the execution of the work listed below but not limited to:
 - a. The Contractor shall contact the local utility companies at the outset of the project for coordination of the work, including the water and sewer terminations, and thoroughly locate and mark all existing utilities on the property.
 - b. Working hours: 8:00 am to 4:30 pm Monday through Friday. Weekend work is not permitted.
 - c. All temporary fencing to be installed on all properties before any work takes place on any property. Temporary fencing should surround and secure the entirety of each work area regardless of existing fencing. All fencing panels must be interconnected with the appropriate hardware. Tie wires are not permitted. Fencing must be secured with a lock. The dwellings on the property must also be kept secure. Door and window openings must either be closed and locked or boarded up to prevent unauthorized access.
 - d. Contractor to adhere to all soil erosion and all sediment control measures as required by the Specifications and the local Soil Conservation District.
 - e. Contractor shall be responsible for compliance with all Federal, State, County and Municipal Laws, Ordinances and Regulations regarding transportation of solid wastes and or debris.
 - f. The asbestos abatement plan, the demolition and salvage/recycling plan must be submitted and approved prior to beginning the various phases of work.
 - g. All demos are done while being wet down, including loading of all trucks.
 - h. Hydrant use and pumping from the bay is prohibited. Contractor to supply their own water source.
 - Once a building is demolished it must be taken away, no stock piling or moving to another demo site.
 - j. No backfill is permitted on site until DPMC PM signs off that all debris has been removed from the site. This will be done on a site by site basis.
 - k. Backfill requires 3rd party testing agency for compaction for each lift prior to placement of topsoil.
 - The streets will remain fully operational throughout the duration of the project.

Response: Yes Signed:	hick Co
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9. <u>Project Specific Issues</u>: The Contractor confirms that they are aware of the following project specific issues listed below but not limited to:

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	to include proper notification for DEP oversight but is not limited to i.e. test pits, wells, septic, etc.				
	Response: Ves Signed: Datrick Co				
10.	Bonds: The Contractor is aware that if they are the successful low bidder, they will be responsible to furnish the following bonds within the timeframe specified in the Intent-to-Award Letter. (Note: this is typically, but not always, 10 days from the date of the Intent-to-Award Letter.)				
	Performance and Payment.				
	Response: Yes Signed: Signed:				
11.	<u>UCC Permit Status:</u> The Contractor understands the following concerning the UCC Building Permit for this project:				
	a. A Plumbing Permit is not required on these DPMC Demo Projects related to the water and sewer cut and caps.				
	b. The required UCC Building Permit Tech Sheets have been prepared by the state and will be forwarded by the state to the Contractor.				
	c. The Contractor shall return the UCC Building Permit Tech Sheets to the AE, with the appropriate signatures and attachments per property.				
	d. DPMC will submit the fully executed UCC Demo Permit Package to the DCA for their issuance of a UCC Demo Permit(s).				
	e. The Notice to Proceed will be issued at the Contract Award Meeting. The Contract Time will begin when the Notice to Proceed is issued. Note: the Contractor is <u>not</u> authorized to perform Work governed by the UCC Demo Permit until it is issued by DCA and received by the Contractor.				
	f. Prior to the UCC permit being submitted to the DCA, the asbestos abatement work must be completed and "All Clear Letter" submitted, sewer and water terminations letters must be submitted, and the Certificate of Pesticide Application must be submitted per property.				
	Response: Yes Signed: Walnut Communication Signed: Signed: Walnut Communication Signed: Signed: Walnut Communication Signed: S				
12.	<u>The Submittal Process:</u> The Contractor understands the following concerning the Submittal Process:				
	a. The Contractor will be required to use all appropriate DPMC forms during the construction process. These forms will be furnished by the DPMC Construction Admin to the Contractor.				

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a. This contract includes all site specific information per contract documents

- b. Contractor shall furnish submittals, including DPMC 12/13 Form, in accordance with the Submittal Schedule as prepared by the Consultant.
- c. Submittals #1 through #18 are required within 4 calendar days of NTP.

 No work can commence until submittals #1 through #18 have been submitted and approved by AE and DPMC. Demo Permits will not be released until Submittals #19, #20, #21 are submitted and approved by AE & DPMC.
- d. All products intended to be used on the project must be submitted to the Consultant for review and approval.
- e. The Contractor is expected to utilize electronic submittals. Details of this process will be discussed at the pre-construction meeting.
- f. A third (3rd) review of submittals will require a back charge in the form of a credit change order by the contractor. A third review will be documented on the Daily Report and sent to the Contractor. This credit will be an amendment to the AE's contract for the additional work required for reviewing multiple submittals.

	g. The Consultant will not review submittals that supersede previously approved submissions unless there is justification.				
	h. All Submittals must be in and approved by the AE/State prior to Substantial Completion.				
	Response: Ves Signed: Palme Co-				
13.	Review of Drawing Set / Specifications: The Contractor confirms that their bid submission includes all work necessary to deliver a complete project based upon the intent of the Contract Documents				
	Response: Yes Signed: Signed:				
14.	4. Comparison of the Bid Submission with the Consultant's Estimate by Division: The Contractor confirms that their bid submission; accura reflect the Scope of the Work as defined by the Contract Documents:				
	a. Review of the Base Bid				
	b. Cost Breakdown Review Lot by Lot Breakdown				
	Response: Yes Signed: Jakeb Co-				
15.	Revisions to Project Requirements, General Conditions, etc: Please refer to Bulletin's A and B for any and all changes made to Project Requirements, General Conditions, etc.				
Re	esponse: Yes Signed: Jahrel Co				

POST BID CERTIFICATION DPMC PROJECT # P1226-01

1 Patrick Creelman,	Project	Manager	as authorized
(Name and Title of Bidd		•	
signatory for Winzinger , l	Inc.		
(Com	npany Name	– print)	522
hereby confirm that the bid submitte	ed by this Co	ompany is co	mplete; that said Company
is not requesting to modify or with	draw their s	submitted bio	i; and that the statements
made during this Post Bid Interview	are true and	accurate.	
Furthermore, by my signature belowinto a contract for this project and experience	execute the	Work in conf	formance with the Contract
Documents, administrative contract	requirement	s, governing	codes and regulations.
Signature of Bidder's Representative)	Ē	4/25/22 Date	<u>a</u>
Witnessed by:			
Robert M.Anderson		4/25/2022	2
DPMC Representative Signature	= [Date	
Robert M. Anderson DPMC Representative (print)			

EXHIBIT B

(Revised December 2010) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127) N.J.A.C. 17:27-7.2

CONSTRUCTION CONTRACTS

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

- a. 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
- b. 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.
- c. The contractor or subcontractor will send to each labor union, with which he has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. 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.
- e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2, provided however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10.5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly consistent with this chapter,

by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement, or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade. The State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to layoff some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards, in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractors shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination and maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ minority and women advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

ANTIDISCRIMATION PROVISIONS

Mandatory Language

N.J.S.A. 10:2-1 (2014)

The contractor agrees that:

Antidiscrimination provisions. Every contract for or on behalf of the State or any country or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies, or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C.18A:18A-51 et seq.).

ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

It is the policy of the State of NJ Department of the Treasury, Division of Property Management & Construction (DPMC), that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the DPMC, to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the DPMC's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the DPMC's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

- The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;
- 2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
- 3. The Contractor shall actively solicit and shall provide the DPMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
- 4. The Contractor shall provide evidence of efforts described at 2 above to the DPMC no less frequently than once every 12 months.
- 5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACTS State Contract Language

Equal Opportunity for Individuals with Disabilities

The CONTRACTORS and the STATE do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE 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 STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, 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. 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 STATE's grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE 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 STATE 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 STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE of its representatives.

It is expressly agreed and understood that any approval by the STATE 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 STATE pursuant to this paragraph.

It is further agreed and understood that the STATE 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 provisions 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 STATE from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 4/10)

EXHIBIT A

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