

RESOLUTION NO. 2023-289

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AMENDATORY SUPPLEMENTAL CHANGE ORDER NO. 2 TO CONTRACT NO. C21-0108, PURCHASE ORDER NO. 21-09029 TO SOUTH STATE, INC., BRIDGETON, NJ.

WHEREAS, the City Council of the City of Vineland, on November 23, 2021, adopted Resolution No. 2021-571, entitled "A RESOLUTION AWARDING A CONTRACT TO SOUTH STATE INC., BRIDGETON, NJ TO COMPLETE GARDEN AND MILL TRAFFIC SIGNALIZATION, IN THE AMOUNT OF \$2,438,778.83; and

WHEREAS, N.J.A.C. 5:30-11.1, et seq., sets forth the requirements for the processing of change orders; and

WHEREAS, the management personnel of Engineering has requested that an amendment be made to contract awarded to South State Inc., Bridgeton, NJ, for the completion of Garden and Mill Traffic Signalization, as authorized by Resolution No. 2021-571, said amendment is made necessary to provide for the quantity balances which exceeded the contract quantity; and

WHEREAS, the City of Vineland desires to comply with said requirements of N.J.A.C. 5:30-11.9, and to that end herewith files with the governing body a report stating the facts involved and indicating that said change order may be allowed under these regulations; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for the amendatory supplemental change order for which authorization is requested in the amount of \$111,153.46; now, therefore,

BE IT RESOLVED by the Council of the City of Vineland that said amendatory supplemental change order #1 to Contract No. C21-0108, Purchase Order No. 21-09029 awarded to South State Inc., Bridgeton, NJ, in the amount of \$111,153.46, be and the same is hereby ratified and approved.

Adopted:

President of Council

ATTEST:

City Clerk



June 20, 2023

TO THE MAYOR AND COUNCIL
OF THE CITY OF VINELAND

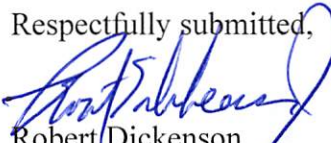
Amendatory Supplemental Change Order No. 2
Contract No. C21-0108, P. O. No. 21-09029
Completion of Garden and Mill Traffic Signalization
South State Inc., Bridgeton, NJ

We are requesting an amendatory supplemental change order to Contract No. C21-0108, Purchase Order No. 21-09029 awarded to South State Inc., Bridgeton, NJ for the completion of Garden and Mill Traffic Signalization.

The change order requested in the amount of \$111,153.46 will provide for the quantity balances, which exceeded the contract quantity.

This change order represents an increase of approximately 4.557751% over the original contract amount of \$2,438,778.83. The previous change order extended the contract completion time.

The amendatory supplemental change order for which authorization is herein requested may be authorized in accordance with N.J.A.C. 5:30-11.1 et seq.

Respectfully submitted,

Robert Dickenson
Business Administrator

RD/wr
Encl.



REQUEST FOR CHANGE ORDER



FOR:

Garden & Mill Traffic Signalization

PROJECT NAME

TO: BUSINESS ADMINISTRATION

DEPARTMENT: ADMIN / ENGINEERING

FROM: RICKIE CAUDILL

This is a request for change order # 2 to Contract # PO 21-09029 for: 621-0108

Project Name Garden & Mill Traffic Signalization

Name/Address of

Contractor: South State Inc

The change order is necessary because: (use additional pages if necessary to explain your reason and you must attach *documentation to support the necessity of this change order.

*(Documentation from contractor, engineer, etc.)

Final quantity balances exceed contract amount.

SEE ATTACHED "CHANGE ORDER 2 JUSTIFICATION"

Original Contract Amount:	\$ <u>2,438,778.83</u>
Amount of this change order:	\$ <u>111,153.46</u>
Previous Change Orders:	\$ <u>-----</u>
Total Revised Amount:	\$ <u>2,549,932.29</u>

APPROVED BY: David J. Maillet, PE

Print/type

Signature

NOTE:

CHANGE ORDERS CANNOT EXCEED 20% OF THE ORIGINAL CONTRACT AMOUNT

Please provide the account number that the change order will be charged to:

Account # ~~TO BE PROVIDED BY CFO~~ C-04-00.000.2322-78001

CC: Purchasing Division



REMINGTON
& VERNICK
ENGINEERS

RVE HQ:
2059 Springdale Road
Cherry Hill, NJ 08003
O: (856) 795-9595
F: (856) 795-1882

June 1, 2023

Mr. Rick Caudill, PE
Division of Engineering and Planning
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

Re: **Change Order #2 (FINAL)**
City of Vineland Department of Public Works
Division of Engineering
Traffic Signal Improvements for Garden Road & Mill Road
City of Vineland, Cumberland County, NJ
Federal Highway Administration No. HSP-1032(102)
NJDOT Job Code No. 6014414
RVE File No. 0614X009

Dear Mr. Caudill:

Attached, please find the following payment documentation in regards to the above-mentioned project.

- DC-173A (4 originals)
- Change Order Requests

If you should have any questions or desire additional information, please do not hesitate to contact us at our Cherry Hill Office (856-795-9595).

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.


Joseph R. Ragusa, P.E.
Project Manager

JR:jjb

Enclosure(s)

cc: James Boegly, P.E., Remington & Vernick Engineers, james.boegly@rve.com
Greg Marchese, Remington & Vernick Engineers, gregory.marchese@rve.com



**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

Sheet 1 of 5
Order No. 2 & FINAL
Interim
Final
Date 5/10/23

Project Garden Road and Mill Road Traffic Signalization
Federal Project No. HSIP-0674(301) Doc. No. _____ NJDOT Job No. 6014424
Contractor South State Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Nature and reason of order:
The following change order form will encompass any final contract quantity adjustments and the addition of two supplemental items which have been added to the contract.

Extension Reduction of time recommended this order _____

CONTRACT AMOUNT	ROAD	BRIDGE ¹	TOTAL
Amount of original contract	\$ 2,438,778.83	\$ 0.00	\$ 2,438,778.83
Adjusted amount based on order Nos. <u>1</u> , <u>2</u> , _____	\$ 2,549,932.29	\$ 0.00	\$ 2,549,932.29

ORDER NO. <u>2</u>	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
New Work	\$ 21,750.00	\$ _____	\$ _____
Quantity Increases	\$ 225,296.82	\$ _____	\$ _____
Quantity Decreases	\$ -135,893.36	\$ _____	\$ _____
Total	\$ 111,153.46	\$ _____	\$ _____

CONTRACT TIME	
Original Completion Date	10/12/2022
Adjustment This Order (+ or -)	0
Previous Adjustments (+ or -)	+199
Adjusted Completion Date	4/28/2023

Recommended:

[Signature] 6/18/23
County / Municipal / Sponsor's Engineer Date

Name: David P. Marlet Title: City Engineer

Approved:

Approved:

Presiding Officer _____ Date _____
Name: _____ Title: _____

Manager, District _____, Local Aid _____ Date _____
Name: _____

Accepted:

[Signature] 6/1/2023
Contractor's Authorized Signature Date

Unprotested
 Protested by letter dated _____ attached.

Name Jaxx Offinger

Title Project Manager

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Contractor South State Inc

ITEM NO.	DESCRIPTION	QUANTITY [+ Increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE	AMOUNT
	New Work				
S1	16" Ductile Iron Pipe	106.00	LF	\$200.00	\$21,200.00
S2	Curb Head Drainage Inlet Structure	1.00	UN	\$550.00	\$550.00
				Total:	\$ 21,750.00
	Quantity Increases				
7	Traffic Cone	30.00	UN	\$0.01	\$0.30
8	Construction Signs	772.00	SF	\$15.00	\$11,580.00
12	Traffic Director, Flagger	59.75	HR	\$76.73	\$4,584.62
14	Fuel Price Adjustment	26,734.17	DOL	\$1.00	\$26,734.17
15	Asphalt Price Adjustment	9,007.70	DOL	\$1.00	\$9,007.70
18	Excavation, Test Pits	35.25	CY	\$500.00	\$17,625.00
25	DGA Base Course, 6" Thick	34.00	SY	\$15.00	\$510.00
30	HMA Milling, 3" or Less	8433.13	SY	\$8.00	\$67,465.04
31	Tack Coat	842.00	GAL	\$0.01	\$8.42
33	HMA 25M64 Leveling Course (Variable Thickness)	241.98	TON	\$0.01	\$2.42
34	HMA 25M64 Base Course (4" Thick)	6.32	TON	\$95.00	\$600.40
35	HMA 12.5M64 Surface Course (2" Thick)	89.27	TON	\$95.00	\$8,480.65
36	Concrete Surface Course, Reinforced, 8" Thick	7.11	SY	\$165.00	\$1,173.15

37	14" Ductile Iron Pipe	19.00	LF	\$200.00	\$3,800.00
39	15" Reinforced Concrete Pipe	2.00	LF	\$200.00	\$400.00
42	24" High Density Polyethylene Pipe (Perforated)	12.00	LF	\$200.00	\$2,400.00
44	Manhole, 4' Diameter	3.00	UN	\$8,000.00	\$24,000.00
45	Inlet, Type E	2.00	UN	\$8,000.00	\$16,000.00
47	Manhole, 4' Diameter	1.00	UN	\$8,000.00	\$8,000.00
49	Reconstructed Manhole, Using Existing Casting	4.00	UN	\$2,000.00	\$8,000.00
51	18" Reinforced Concrete Pipe	1.00	LF	\$200.00	\$200.00
54	Concrete Driveway, 6" Thick	14.04	SY	\$115.00	\$1,614.60
56	9" x 18" Concrete Vertical Curb	243.50	LF	\$36.00	\$8,766.00
60	Rip Rap Stone Slope Protection, 6" Thick (D50=3")	1.94	CY	\$400.00	\$776.00
63	Traffic Stripes, 4"	918.00	LF	\$0.53	\$486.54
65	RPM, Monodirectional, White Lens	4.00	UN	\$32.00	\$128.00
67	RPM, Monodirectional, Amber Lens	8.00	UN	\$32.00	\$256.00
68	RPM, Bi-directional, Amber Lens	8.00	UN	\$32.00	\$256.00
69	RPM, Bi-directional, Blue Lens	4.00	UN	\$32.00	\$128.00
82	20" Ductile Iron Pipe	1.00	LF	\$250.00	\$250.00
102	Traffic Signal Cable, 2 Conductor	4.00	LF	\$1.25	\$5.00
103	Traffic Signal Cable, 5 Conductor	27.00	LF	\$1.90	\$51.30
115	Topsoil, 4" Thick	258.70	SY	\$6.50	\$1,681.55
116	Fertilizing & Seeding, Type A-3	258.70	SY	\$1.25	\$323.38
117	Straw Mulching	258.70	SY	\$0.01	\$2.59
				Total:	\$225,296.82
	Quantity Decreases				
1	NOAA Monument Removal & Replacement	-1.00	UN	\$750.00	-\$750.00
2	Silt Fence	-1,761.00	LF	\$4.00	-\$7,044.00

3	Inlet Filter	-20.00	UN	\$1.00	-\$20.00
5	Breakaway Barricade	-33.00	UN	\$0.01	-\$0.33
6	Drum	-161.00	UN	\$0.01	-\$1.61
9	Flashing Arrow Board, 4' x 8'	-59.00	UN	\$1.00	-\$59.00
11	Traffic Control Truck w/ Mounted Crash Cushion	-2.00	UN	\$100.00	-\$200.00
16	Sealing of Monitoring Wells	-1.00	UN	\$1,500.00	-\$1,500.00
19	Excavation, Unclassified	-22.00	CY	\$55.00	-\$1,210.00
20	Removal of Unsuitable Base (I & Where Dir.)	-550.00	CY	\$6.00	-\$3,300.00
21	I-14 Soil Aggregate	-1,466.00	CY	\$9.00	-\$13,194.00
24	Controlled Low Strength Material	-135.00	CY	\$10.00	-\$1,350.00
26	DGA Base Course, Variable Thickness	-550.00	CY	\$8.00	-\$4,400.00
27	Hot Mix Asphalt Pavement Repair	-229.00	SY	\$5.00	-\$1,145.00
32	Prime Coat	-1,931.00	GAL	\$0.01	-\$19.31
38	15" High Density Polyethylene Pipe	-4.50	LF	\$200.00	-\$900.00
40	24" Reinforced Concrete Pipe	-77.00	LF	\$200.00	-\$15,400.00
41	18" High Density Polyethylene Pipe	-10.00	LF	\$200.00	-\$2,000.00
43	Inlet, Type B	-2.00	UN	\$8,000.00	-\$16,000.00
48	Reset Existing Casting	-3.00	UN	\$500.00	-\$1,500.00
50	Reconstructed Inlet, Type B, Using Existing Casting	-1.00	UN	\$2,000.00	-\$2,000.00
52	Concrete Sidewalk, 4" Thick	-428.57	SY	\$100.00	-\$42,857.00
53	HMA Driveway, Variable Thickness (3" Min.)	-160.69	SY	\$55.00	-\$8,837.95
57	Concrete Driveway, 8" Thick	-55.74	SY	\$125.00	-\$6,967.50
59	Rain Garden	-24.50	SF	\$5.00	-\$122.50
66	Traffic Marking Lines	-1,307.44	LF	\$0.68	-\$889.06
70	RPM, Mono-Directional, Blue Lens	-4.00	UN	\$32.00	-\$128.00
71	Regulatory Warning Signs	-4.00	SF	\$42.00	-\$168.00
77	Reset Water Meter Box	-1.00	UN	\$100.00	-\$100.00

78	Reset Water Valve Box	-6.00	UN	\$1.00	-\$6.00
79	Reset Gas Valve Box	-2.00	UN	\$1.00	-\$2.00
87	2" Rigid Metallic Conduit	-55.00	LF	\$42.00	-\$2,310.00
95	Ground Wire, #8 AWG	-22.00	LF	\$1.05	-\$23.10
96	Ground Wire, #6 AWG	-42.00	LF	\$3.20	-\$134.40
104	Traffic Signal Cable, 10 Conductor	-484.00	LF	\$2.75	-\$1,331.00
118	Trainees	-29.50	HR	\$0.80	-\$23.60
				Total:	-\$135,893.36

Amount of Original Contract	\$	<u>2,438,778.83</u>
Adjusted Amount Based on Change Order No. <u>1</u> , <u>2</u> , _____	\$	<u>2,549,932.29</u>
Total Change (+ or -)	\$	<u>111,153.46</u>
% Change in Contract [(+) Increase or (-) Decrease]		<u>4.5578%</u>

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

Sheet 1 of 5
Order No. 2 & FINAL
Interim
Final
Date 5/10/23

Project Garden Road and Mill Road Traffic Signalization
Federal Project No. HSIP-0674(301) Doc. No. _____ NJDOT Job No. 6014424
Contractor South State Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

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CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
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ORDER NO. <u>2</u>	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
New Work	\$ 21,750.00	\$ _____	\$ _____
Quantity Increases	\$ 225,296.82	\$ _____	\$ _____
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Total	\$ 111,153.46	\$ _____	\$ _____

CONTRACT TIME	
Original Completion Date	10/12/2022
Adjustment This Order (+ or -)	0
Previous Adjustments (+ or -)	+199
Adjusted Completion Date	4/28/2023

Recommended:
D _____ Date 6/8/23
County / Municipal / Sponsor's Engineer

Name: David Maillet Title: City Engineer

Approved: _____ Approved: _____

Presiding Officer _____ Date _____
Name: _____ Title: _____

Manager, District _____, Local Aid _____ Date _____
Name: _____

Accepted:
Jeff Offinger _____ Date 6/11/2023
Contractor's Authorized Signature

Unprotected
 Protested by letter dated _____ attached.

Name Jeff Offinger

Title Project Manager

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

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Amount of original contract	\$ 2,438,778.83	\$ 0.00	\$ 2,438,778.83
Adjusted amount based on order Nos. <u>1</u> , <u>2</u> , _____	\$ 2,549,932.29	\$ 0.00	\$ 2,549,932.29

ORDER NO. <u>2</u>	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
New Work	\$ 21,750.00	\$ _____	\$ _____
Quantity Increases	\$ 225,296.82	\$ _____	\$ _____
Quantity Decreases	\$ -135,893.36	\$ _____	\$ _____
Total	\$ 111,153.46	\$ _____	\$ _____

CONTRACT TIME	
Original Completion Date	10/12/2022
Adjustment This Order (+ or -)	0
Previous Adjustments (+ or -)	+199
Adjusted Completion Date	4/28/2023

Recommended:

D _____ 6/8/23
County / Municipal / Sponsor's Engineer Date

Name: David J. Maillet Title: City Engineer

Approved:

Approved:

Presiding Officer _____ Date _____
Name: _____ Title: _____

Manager, District _____, Local Aid _____ Date _____
Name: _____

Accepted:

Juxx Ottinger _____ 6/1/2023
Contractor's Authorized Signature Date

Unprotested
 Protested by letter dated _____ attached.

Name Juxx Ottinger

Title Project Manager

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

Sheet 2 of 5
Order No. 2 & FINAL
Interim
Final
Date 5/10/23

Project Garden Road and Mill Road Traffic Signalization
Federal Project No. HSIP-0674(301) Doc. No. _____ NJDOT Job No. 6014424
Contractor South State Inc

ITEM NO.	DESCRIPTION	QUANTITY [+ Increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE	AMOUNT
	New Work				
S1	16" Ductile Iron Pipe	106.00	LF	\$200.00	\$21,200.00
S2	Curb Head Drainage Inlet Structure	1.00	UN	\$550.00	\$550.00
				Total:	\$ 21,750.00
	Quantity Increases				
7	Traffic Cone	30.00	UN	\$0.01	\$0.30
8	Construction Signs	772.00	SF	\$15.00	\$11,580.00
12	Traffic Director, Flagger	59.75	HR	\$76.73	\$4,584.62
14	Fuel Price Adjustment	26,734.17	DOL	\$1.00	\$26,734.17
15	Asphalt Price Adjustment	9,007.70	DOL	\$1.00	\$9,007.70
18	Excavation, Test Pits	35.25	CY	\$500.00	\$17,625.00
25	DGA Base Course, 6" Thick	34.00	SY	\$15.00	\$510.00
30	HMA Milling, 3" or Less	8433.13	SY	\$8.00	\$67,465.04
31	Tack Coat	842.00	GAL	\$0.01	\$8.42
33	HMA 25M64 Leveling Course (Variable Thickness)	241.98	TON	\$0.01	\$2.42
34	HMA 25M64 Base Course (4" Thick)	6.32	TON	\$95.00	\$600.40
35	HMA 12.5M64 Surface Course (2" Thick)	89.27	TON	\$95.00	\$8,480.65
36	Concrete Surface Course, Reinforced, 8" Thick	7.11	SY	\$165.00	\$1,173.15

37	14" Ductile Iron Pipe	19.00	LF	\$200.00	\$3,800.00
39	15" Reinforced Concrete Pipe	2.00	LF	\$200.00	\$400.00
42	24" High Density Polyethylene Pipe (Perforated)	12.00	LF	\$200.00	\$2,400.00
44	Manhole, 4' Diameter	3.00	UN	\$8,000.00	\$24,000.00
45	Inlet, Type E	2.00	UN	\$8,000.00	\$16,000.00
47	Manhole, 4' Diameter	1.00	UN	\$8,000.00	\$8,000.00
49	Reconstructed Manhole, Using Existing Casting	4.00	UN	\$2,000.00	\$8,000.00
51	18" Reinforced Concrete Pipe	1.00	LF	\$200.00	\$200.00
54	Concrete Driveway, 6" Thick	14.04	SY	\$115.00	\$1,614.60
56	9" x 18" Concrete Vertical Curb	243.50	LF	\$36.00	\$8,766.00
60	Rip Rap Stone Slope Protection, 6" Thick (D50=3")	1.94	CY	\$400.00	\$776.00
63	Traffic Stripes, 4"	918.00	LF	\$0.53	\$486.54
65	RPM, Monodirectional, White Lens	4.00	UN	\$32.00	\$128.00
67	RPM, Monodirectional, Amber Lens	8.00	UN	\$32.00	\$256.00
68	RPM, Bi-directional, Amber Lens	8.00	UN	\$32.00	\$256.00
69	RPM, Bi-directional, Blue Lens	4.00	UN	\$32.00	\$128.00
82	20" Ductile Iron Pipe	1.00	LF	\$250.00	\$250.00
102	Traffic Signal Cable, 2 Conductor	4.00	LF	\$1.25	\$5.00
103	Traffic Signal Cable, 5 Conductor	27.00	LF	\$1.90	\$51.30
115	Topsoil, 4" Thick	258.70	SY	\$6.50	\$1,681.55
116	Fertilizing & Seeding, Type A-3	258.70	SY	\$1.25	\$323.38
117	Straw Mulching	258.70	SY	\$0.01	\$2.59
				Total:	\$225,296.82
	Quantity Decreases				
1	NOAA Monument Removal & Replacement	-1.00	UN	\$750.00	-\$750.00
2	Silt Fence	-1,761.00	LF	\$4.00	-\$7,044.00

3	Inlet Filter	-20.00	UN	\$1.00	-\$20.00
5	Breakaway Barricade	-33.00	UN	\$0.01	-\$0.33
6	Drum	-161.00	UN	\$0.01	-\$1.61
9	Flashing Arrow Board, 4' x 8'	-59.00	UN	\$1.00	-\$59.00
11	Traffic Control Truck w/ Mounted Crash Cushion	-2.00	UN	\$100.00	-\$200.00
16	Sealing of Monitoring Wells	-1.00	UN	\$1,500.00	-\$1,500.00
19	Excavation, Unclassified	-22.00	CY	\$55.00	-\$1,210.00
20	Removal of Unsuitable Base (I & Where Dir.)	-550.00	CY	\$6.00	-\$3,300.00
21	I-14 Soil Aggregate	-1,466.00	CY	\$9.00	-\$13,194.00
24	Controlled Low Strength Material	-135.00	CY	\$10.00	-\$1,350.00
26	DGA Base Course, Variable Thickness	-550.00	CY	\$8.00	-\$4,400.00
27	Hot Mix Asphalt Pavement Repair	-229.00	SY	\$5.00	-\$1,145.00
32	Prime Coat	-1,931.00	GAL	\$0.01	-\$19.31
38	15" High Density Polyethylene Pipe	-4.50	LF	\$200.00	-\$900.00
40	24" Reinforced Concrete Pipe	-77.00	LF	\$200.00	-\$15,400.00
41	18" High Density Polyethylene Pipe	-10.00	LF	\$200.00	-\$2,000.00
43	Inlet, Type B	-2.00	UN	\$8,000.00	-\$16,000.00
48	Reset Existing Casting	-3.00	UN	\$500.00	-\$1,500.00
50	Reconstructed Inlet, Type B, Using Existing Casting	-1.00	UN	\$2,000.00	-\$2,000.00
52	Concrete Sidewalk, 4" Thick	-428.57	SY	\$100.00	-\$42,857.00
53	HMA Driveway, Variable Thickness (3" Min.)	-160.69	SY	\$55.00	-\$8,837.95
57	Concrete Driveway, 8" Thick	-55.74	SY	\$125.00	-\$6,967.50
59	Rain Garden	-24.50	SF	\$5.00	-\$122.50
66	Traffic Marking Lines	-1,307.44	LF	\$0.68	-\$889.06
70	RPM, Mono-Directional, Blue Lens	-4.00	UN	\$32.00	-\$128.00
71	Regulatory Warning Signs	-4.00	SF	\$42.00	-\$168.00
77	Reset Water Meter Box	-1.00	UN	\$100.00	-\$100.00

78	Reset Water Valve Box	-6.00	UN	\$1.00	-\$6.00
79	Reset Gas Valve Box	-2.00	UN	\$1.00	-\$2.00
87	2" Rigid Metallic Conduit	-55.00	LF	\$42.00	-\$2,310.00
95	Ground Wire, #8 AWG	-22.00	LF	\$1.05	-\$23.10
96	Ground Wire, #6 AWG	-42.00	LF	\$3.20	-\$134.40
104	Traffic Signal Cable, 10 Conductor	-484.00	LF	\$2.75	-\$1,331.00
118	Trainees	-29.50	HR	\$0.80	-\$23.60
				Total:	-\$135,893.36

Amount of Original Contract	\$	<u>2,438,778.83</u>
Adjusted Amount Based on Change Order No. <u>1</u> , <u>2</u> , _____	\$	<u>2,549,932.29</u>
Total Change (+ or -)	\$	<u>111,153.46</u>
% Change in Contract [(+) Increase or (-) Decrease]		<u>4.5578%</u>

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

Sheet 1 of 5
Order No. 2 & FINAL
Interim
Final
Date 5/10/23

Project Garden Road and Mill Road Traffic Signalization
Federal Project No. HSIP-0674(301) Doc. No. _____ NJDOT Job No. 6014424
Contractor South State Inc

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Nature and reason of order:

The following change order form will encompass any final contract quantity adjustments and the addition of two supplemental items which have been added to the contract.

Extension Reduction of time recommended this order _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract	\$ 2,438,778.83	\$ 0.00	\$ 2,438,778.83
Adjusted amount based on order Nos. <u>1</u> , <u>2</u> , _____	\$ 2,549,932.29	\$ 0.00	\$ 2,549,932.29

ORDER NO. <u>2</u>	<input checked="" type="checkbox"/> Road	<input type="checkbox"/> Bridge	<input type="checkbox"/> Other
	Road	Bridge	Total
New Work	\$ 21,750.00	\$ _____	\$ _____
Quantity Increases	\$ 225,296.82	\$ _____	\$ _____
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Total	\$ 111,153.46	\$ _____	\$ _____

CONTRACT TIME	
Original Completion Date	10/12/2022
Adjustment This Order (+ or -)	0
Previous Adjustments (+ or -)	+199
Adjusted Completion Date	4/28/2023

Recommended:

[Signature] 6/8/23
County / Municipal / Sponsor's Engineer Date

Name: David A. Maillet Title: City Engineer

Approved:

Approved:

Presiding Officer
Name: _____ Title: _____

Date

Manager, District _____, Local Aid
Name: _____ Date

Accepted:

[Signature] 6/1/2023
Contractor's Authorized Signature Date

Unprotected
 Protested by letter dated _____ attached.

Name Jess Offinger

Title Project Manager

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID & ECONOMIC DEVELOPMENT
FEDERAL AID CHANGE ORDER**

Sheet 2 of 5
Order No. 2 & FINAL
Interim
Final
Date 5/10/23

Project Garden Road and Mill Road Traffic Signalization
Federal Project No. HSIP-0674(301) Doc. No. _____ NJDOT Job No. 6014424
Contractor South State Inc

ITEM NO.	DESCRIPTION	QUANTITY [+ Increase "or" - Decrease "or" New Work]	UNIT	UNIT PRICE	AMOUNT
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9	Flashing Arrow Board, 4' x 8'	-59.00	UN	\$1.00	-\$59.00
11	Traffic Control Truck w/ Mounted Crash Cushion	-2.00	UN	\$100.00	-\$200.00
16	Sealing of Monitoring Wells	-1.00	UN	\$1,500.00	-\$1,500.00
19	Excavation, Unclassified	-22.00	CY	\$55.00	-\$1,210.00
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57	Concrete Driveway, 8" Thick	-55.74	SY	\$125.00	-\$6,967.50
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66	Traffic Marking Lines	-1,307.44	LF	\$0.68	-\$889.06
70	RPM, Mono-Directional, Blue Lens	-4.00	UN	\$32.00	-\$128.00
71	Regulatory Warning Signs	-4.00	SF	\$42.00	-\$168.00
77	Reset Water Meter Box	-1.00	UN	\$100.00	-\$100.00

78	Reset Water Valve Box	-6.00	UN	\$1.00	-\$6.00
79	Reset Gas Valve Box	-2.00	UN	\$1.00	-\$2.00
87	2" Rigid Metallic Conduit	-55.00	LF	\$42.00	-\$2,310.00
95	Ground Wire, #8 AWG	-22.00	LF	\$1.05	-\$23.10
96	Ground Wire, #6 AWG	-42.00	LF	\$3.20	-\$134.40
104	Traffic Signal Cable, 10 Conductor	-484.00	LF	\$2.75	-\$1,331.00
118	Trainees	-29.50	HR	\$0.80	-\$23.60
				Total:	-\$135,893.36

Amount of Original Contract	\$	<u>2,438,778.83</u>
Adjusted Amount Based on Change Order No. <u>1</u> , <u>2</u> , _____	\$	<u>2,549,932.29</u>
Total Change (+ or -)	\$	<u>111,153.46</u>
% Change in Contract [(+) Increase or (-) Decrease]		<u>4.5578%</u>



SOUTH STATE, INC.



P.O. BOX 68
 Bridgeton, NJ 08302
 Ph: (856) 451-5300
 Fax: (856) 455-3461

PRICE PROPOSAL

JOB NO.: 21-094

P.P. NO.: 1

P.P. DATE: 2/22/2023

SELLER:	South State, Inc. 202 Reeves Road Bridgeton, NJ 08302	BUYER:	City of Vineland 640 E Wood Street Vineland, NJ 08360
PH:	(856) 451-5300		
FAX:	(856) 455-3461		
CONTACT	Jaxx Ottinger (609) 501-8678	ATTN:	Rick Caudill

DELIVERY REQUIREMENT	FREIGHT MODE	TAX EXEMPT	FREIGHT TERMS
	COMMON CARRIER DEL. SERVICE		ORIGIN PREPAID ADD COLLECT COD

TERMS OF PAYMENT:

PROJECT: Garden Road and Mill Rd Traffic Signalization

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
16" DUCTILE IRON PIPE SEWER	LF	108.00	\$ 200.00	\$ 21,200.00
				\$ -

MATERIALS WILL NOT BE SUPPLIED UNLESS THIS ENTIRE PURCHASE ORDER, INCLUDING TERMS AND CONDITIONS SECTION, IS EXECUTED AND RETURNED WITHIN 48 HOURS OF ISSUANCE.

SUBTOTAL:	\$ 21,200.00
SALES TAX: 6.625%	
APPROXIMATE P.O. TOTAL AMOUNT:	\$ 21,200.00

CITY OF VINELAND ACKNOWLEDGEMENT:	SOUTH STATE ACKNOWLEDGEMENT:
BY: <i>Rick Caudill</i> Signature	BY: <i>Jaxx Ottinger</i> SIGNATURE
BY: <i>Rick Caudill</i> Printed	BY: JAXX OTTINGER PRINTED
	DATE: 2/22/2023



SOUTH STATE, INC.



P.O. BOX 68
Bridgeton, NJ 08302
Ph: (856) 451-5300

PURCHASE ORDER

Fax: (856) 455-3461

JOB NO.: 21-094

P.O. NO.: 2

P.O. DATE: 4/25/2023

PAGE 2 OF 2

SHOW THIS ORDER NUMBER AND COMPLETE MARKS ON ALL PACKAGES, SHIPPING PAPERS AND INVOICES

Terms and Conditions

South State, Inc. ("South State" or "Buyer") hereby expressly limits acceptance of this Purchase Order to the terms and conditions herein, including those on the front side of this document, as well as any attachments and/or specifications for the goods, materials, and/or services being purchased as set forth herein.

1. This Purchase Order is expressly limited to the Terms and Conditions contained herein. Buyer expressly rejects any other Terms and Conditions that may be set forth on any form used or submitted by Seller in connection with this transaction, subject to the terms of Section 3 hereof. Seller is required to sign this Purchase Order, accepting all Terms and Conditions herein, and return an executed copy to Buyer. The Seller's retention of this Purchase Order for five (5) days without giving written notice of any objection to Buyer, or the performance by Seller of any obligation required by this Purchase Order, shall be considered acceptance by Seller of this Purchase Order and its Terms and Conditions.

2. If Seller's invoice is subject to a payment discount, either based on cash payment or payment within a certain time after delivery, the discount period for the goods shall be calculated from the date of the signed invoice, or when the goods are received by the Buyer, whichever date is later. All other payment terms of the invoice shall be calculated from the date the invoice or the goods are received by Buyer, whichever date is later.

3. At the time of shipment to Buyer, if Seller's list price for the goods specified by this Purchase Order is less than the price on the face of this Purchase Order, Buyer shall be billed at the lesser price. All prices are FOB to the place of destination listed on the face of the Purchase Order, unless specifically stated otherwise on the face of the Purchase Order. Seller shall be responsible for any damage to Buyer that may occur during shipment of materials.

4. Seller warrants that all goods and services provided in connection with this Purchase Order shall (i) meet or exceed Buyer's specifications and at least conform to any samples provided by Seller; (ii) be of good quality, merchantable, and fit for buyers particular purpose; (iii) be manufactured and/or installed in compliance with all applicable Federal, State, and Local laws, statutes, regulations, codes, and rules. Seller agrees to remedy any defect within two (2) business days. The failure to remedy a defect within two (2) business days shall give Buyer the right to remedy said defect, and to hold Seller responsible for the cost of same including attorneys' fees.

Except as to latent defects, after delivery of goods by Seller, Buyer shall have sixty (60) days to inspect, test, and reject any goods. With respect to latent defects, Buyer shall have a reasonable time after discovery of such defect to reject the goods. Storage and return of any rejected goods shall be at the risk and at the expense of the Seller. Buyer may reject the whole or part of any delivery that may be defective or fail in any manner to conform with the requirements/conditions of this Purchase order. If defective and/or non-conforming goods are provided, Buyer has the sole option to cancel this Purchase Order. Payment by Buyer does not constitute acceptance of defective/non-conforming goods or the waiver of any rights by Buyer.

5. Before Seller provides goods and/or services that exceed what is specified in this Purchase Order, Seller must receive written approval from Buyer. It is an express condition precedent to payment that Seller receive written approval for additional or extra material and/or services. Buyer shall have no obligation to pay for materials, goods, or services not authorized by a written Purchase Order, or a written amendment to same.

6. Time is of the essence for this Purchase Order. All goods and/or services shall be delivered or provided by the date set forth in this Purchase Order. If the goods and/or services are not delivered or provided by the date specified, Buyer may refuse the goods, cancel all or part of the Purchase Order, and Seller will be responsible for Buyer's damages, including but not limited to consequential, incidental, special damages, and any attorneys' fees. If the Purchase Order is silent as to shipping date, Seller shall notify Buyer in writing of the proposed shipping date. If said shipping date is not satisfactory to Buyer, Seller shall conform the shipping date to Buyer's requirements at no extra cost to Buyer.

7. To the fullest extent permitted by law, the Seller shall indemnify, hold harmless, and defend Buyer, its agents, consultants, and employees, against all claims, damages, losses, and expenses experienced by the Buyer or a third party, including but not limited to attorneys' fees, cost of suit, disbursements, and defense costs arising out of or in connection with Seller's performance, non-performance, or defective performance of the Purchase Order.

8. Upon written notice to Seller, Buyer may deduct damages from the breach of any provision of this Purchase Order from any amount shown as due to Seller, or any subsidiary, division, affiliate, parent corporation of Seller, on any invoice, whether or not the deduction in the invoice is related to the same sale, or series of sales of the same goods. In addition to any other rights and remedies under this Purchase Order, or at Law, the Buyer may, without any liability to the Seller, cancel this Purchase Order, in whole or in part, at any time by written notice, if any one or more of the following events shall occur:

- a. Default in performance on the part of the Seller;
- b. Failure of the Seller to make sufficient progress in the work, or Seller ceases to acknowledge requests for performance by the Buyer;
- c. Any of Seller's mix designs, samples, or test strips are rejected or failed by the owner of the project for which Buyer intended to purchase Seller's product or services;
- d. Seller ceases to conduct its operations in the normal course of business; or
- e. Seller becomes insolvent or makes or attempts to make an assignment for the benefit of creditors, or proceedings are commenced by or against Seller under any bankruptcy, reorganization, insolvency, dissolution, or liquidation or a trustee, receiver, liquidator, or conservator for Seller has been appointed.

9. Seller is responsible to pay to Buyer all taxes, assessments, or other Federal, State, or Local government charges required to be paid by Buyer upon the production, sale, delivery, or use of the goods and/or services covered by this Purchase Order.

10. In the event of fire, flood, strike, labor problems, accident, war, act of God, or other causes beyond the control of Buyer, that interfere with Buyer's use or sale of the goods and/or services covered by this Purchase Order, then at Buyer's option, delivery under this Purchase Order may be suspended and/or cancelled in whole or in part.

11. Seller shall not assign any of its rights or duties under the Purchase Order without Buyer's written consent. Any purported assignment of rights or duties otherwise shall be deemed null and void, and a default in performance.

12. No waiver of any of the terms and conditions of this Purchase Order shall be binding on the Buyer unless the waiver is made in writing and signed by the Buyer. A written waiver shall not be deemed a continuing waiver, but shall only apply to the instance for which the specific written waiver is directed.

13. The Seller's price for all materials shall be held firm for all quoted material covered under this purchase order. The Seller expressly recognizes that it shall be paid no escalation costs for any Material purchased by the Buyer under this agreement no matter to what degree the material costs escalate during the term of this Purchase Order.

14. Buyer shall have the sole and exclusive right to determine whether any dispute, controversy, or claim arising out of or relating to this Purchase Order, or breach thereof, shall be submitted to a court of law or arbitrated under the auspices of the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The venue of such court action or arbitration proceeding shall be in the jurisdiction in which the Project is located, or in Cumberland County, New Jersey, as Buyer, in its sole discretion may elect to the exclusion of all other jurisdictions. The Seller must make a written request to Buyer to determine whether the dispute shall be submitted to a court or to arbitration. Buyer shall respond to the Seller's request within ten (10) business days after receipt thereof. Buyer's response shall identify whether the matter will be submitted to a court or to arbitration and the Seller shall submit itself to the personal jurisdiction and venue of the court or arbitration proceeding selected by Buyer, to the exclusion of all other forums and jurisdictions. The Seller knowingly and affirmatively waives any and all rights to contest Buyer's selection of forum, including, but not limited to, any rights based upon forum non conveniens. Seller knowingly and affirmatively waives any and all rights to trial by jury. In the event of any default by Seller, Buyer shall be entitled to reasonable attorneys' fees and costs as part of Buyer's damages, whether or not litigation or arbitration occurs. Buyer shall also be entitled to its reasonable attorneys' fees and costs if it is the prevailing party in any litigation or arbitration, such fees and costs including those incurred in the collection of a judgment or award entered against Seller.

15. No change to this Purchase Order shall be effective unless in writing, and signed by the party against whom enforcement thereof is sought.

VENDOR ACKNOWLEDGEMENT	BUYER ACKNOWLEDGEMENT
ISSUED BY: <i>Jaxx Ottinger</i>	SIGNATURE OF AUTHORIZED AGENT
BY: Jaxx Ottinger	BY:
PRINTED NAME OF AUTHORIZED AGENT	PRINTED NAME OF AUTHORIZED AGENT