

**RESOLUTION 58 – 2015
RESOLUTION ACCEPTING PROPOSAL
FOR ENGINEERING SERVICES FOR
THE 4TH STREET AND OAK AVENUE
RECONSTRUCTION PROJECT**

WHEREAS, the Borough Engineer, Sickels & Associates, submitted a Proposal dated January 26, 2015 for services in connection with the Reconstruction of 4th Street and Oak Avenue Reconstruction Project to be funded by 2014 Community Development Block Grant Funds; and

WHEREAS, the Borough deems this Proposal to be consistent with the Borough Engineer's Fee Schedule submitted at the time of engagement and that acceptance of the Proposal is in the best interests of the Borough;

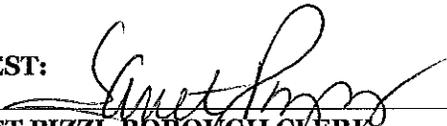
NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the Proposal of Sickels & Associates, Inc. dated January 26, 2015 for engineering services in connection with the Reconstruction of 4th Street and Oak Avenue Project is hereby accepted and authorized.

BOROUGH OF WOODBURY HEIGHTS

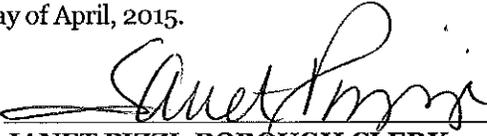
BY: _____


ROBBIE J. CONLEY, MAYOR

ATTEST: _____


JANET PIZZI, BOROUGH CLERK

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on the 15th day of April, 2015.


JANET PIZZI, BOROUGH CLERK

RE: PROPOSAL FOR PROFESSIONAL SERVICES
4th STREET & OAK AVENUE RECONSTRUCTION
BOROUGH OF WOODBURY HTS., GLOUCESTER COUNTY, NJ
S&A PROPOSAL NO. 2015-07

January 26, 2014

PROPOSAL ACCEPTANCE & NOTICE TO PROCEED

Having reviewed the proposal for the various planning, surveying and engineering services, including the Terms and Conditions of the Service Agreement which is a part thereof, acceptance of the proposal is hereby confirmed. Sickels & Associates, Inc. is authorized to proceed with the work.

Accepted this 15 day of April, 2015

By: [Signature] Mayor
SIGNATURE TITLE

Robbie J. Conley
NAME (PLEASE PRINT OR TYPE)

WOODBURY HEIGHTS
COMPANY

500 Elm Ave
ADDRESS

WOODBURY HEIGHTS NJ 08097

856-848-2832 856-848-2381

PHONE NO.

FAX NO.

rconley@buhnj.com
CLIENT'S E-MAIL ADDRESS

TERMS AND CONDITIONS OF SERVICE AGREEMENT

ARTICLE 1.0 - AGREEMENT:

- 1.1 The contents of the proposal including Our Understanding of the Project, Description of Services, Consulting Fee, Terms and Conditions of Service Agreement and Annual Fee Schedule, together with any addenda to same, constitutes the entire AGREEMENT between the **BOROUGH OF WOODBURY HEIGHTS** hereinafter referred to as the **CLIENT** and **SICKELS & ASSOCIATES, INC.**, hereinafter referred to as the **ENGINEER**. Nothing herein is to be construed to be inferred or implied.

ARTICLE 2.0 - CONSULTING FEES, REPRODUCTION COST & APPLICATION FEES

- 2.1 **CONSULTING FEES:** CLIENT and ENGINEER agree that the fees quoted in Fees for Services Rendered Section of the Proposal for Professional Services are fair and reasonable and necessary to complete the project phases outlined in the Description of Services. Services requested and/or provided beyond said tasks shall be considered as extra and treated as Additional Services under Article 4.0.
- 2.2 **SPECIAL CONSULTANT FEES:** All consultant fees for special services such as Floodplain Determinations and Delineations; Environmental Assessment/Audits and Impact Statements, Natural Resource Inventories, Archaeological or Historical Investigation; Traffic Assessment/Impact Statements; Material Sampling, Coring and Testing; and Construction Management, Inspection, Monitoring and Observation shall be borne and paid directly by CLIENT.
- 2.3 **PRINTING AND REPRODUCTION COSTS:** All reproduction and printing costs will be invoiced to CLIENT according to the following rates: \$0.20 for each photo copy, \$2.70 for each 24 inch by 36 inch bluelined print and \$24.00 for each 24 inch by 36 inch mylar and cloth.
- 2.4 **REIMBURSABLE EXPENSE:** All expenses incurred in providing services to or on behalf of the CLIENT on the project, including, but not limited to mileage, travel, express and certified mail, certified owners list, photography, assessment maps, aerial maps and sampling, testing and laboratory fees shall be the responsibility of the CLIENT and shall be invoiced accordingly. A surcharge of twenty percent (20%) shall be added to all such invoices.

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- 2.5 APPLICATION FEES: The payment of all application fees shall be the responsibility of the CLIENT and shall be paid directly by CLIENT to the applicable agency or board.

ARTICLE 3.0 - PRICE GUARANTEE:

- 3.1 The proposal assumes that written authorization to proceed and the required retainer amount will be received from the CLIENT, by ENGINEER, within thirty (30) calendar days from the date of the Proposal. The Terms and Conditions of the Proposal shall remain in effect and may be accepted by CLIENT for thirty (30) calendar days from said date.
- 3.2 If the PROPOSAL ACCEPTANCE & NOTICE TO PROCEED is not executed and returned, along with the required retainer, to ENGINEER, within thirty (30) calendar days from the date of same, Sickels and Associates, Inc., reserves the right to revise the Terms and Conditions, including any and all fees and/or costs quoted herein.

ARTICLE 4.0 - ADDITIONAL SERVICES:

- 4.1 Any and all services provided by the ENGINEER on behalf of the CLIENT, other than that specifically outlined in the Description of Services, shall be invoiced to CLIENT on a time and material basis according to the prevailing hourly rates on our Annual Fee Schedule, as published or as attached hereto and made a part hereof.
- 4.2 A reasonable amount of revisions and/or modifications is anticipated to address comments of the reviewing agencies. Any revision and/or modification that are required due to omission or error by ENGINEER will be revised and/or modified under the terms of the Agreement. Any revision and/or modification that significantly affect and/or alter the original design when such revision and/or modification is due to causes beyond ENGINEER 's control shall be considered Additional Services and shall be invoiced as such.
- 4.3 Prior to increasing the original scope of services or initiating any major revision, modification or change, ENGINEER will submit a change order to CLIENT for authorization to proceed with the additional work. CLIENT shall furnish, or direct ENGINEER to provide the necessary Additional Services within a reasonable time so as not to delay the services of ENGINEER.

ARTICLE 5.0 - RETAINER, PAYMENT OF FEES AND EXPENSES

- 5.1 A retainer will not be required prior to ENGINEER initiating work.

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- 5.2 The ENGINEER will submit to the CLIENT invoices for printing and reproduction costs and reimbursable expenses incurred. Invoices may be submitted monthly. CLIENT shall have sufficient available funds to pay all fees associated with the Agreement.
- 5.3 The CLIENT is financially responsible for all expenses incurred by the ENGINEER as a result of the ENGINEER'S providing service to the CLIENT or on behalf of the client, in accordance with the Proposal, Agreement, Description of Services, and services related thereto, or in accordance with any amendments or revisions to the Description of Services. These costs shall include, but shall not be limited to, printing and reproduction costs, travel expenses, mileage expense, express and certified mailing cost, courier costs, the costs of obtaining any mailing list or other information from any agency or board, photography costs, the costs to obtain any assessment maps, aerial maps and the costs of any sampling, testing and/or laboratory fees or any other costs incurred on behalf of the CLIENT.
- 5.4 Payment, in the full amount, must be received within thirty (30) calendar days from the date of the invoice. Thereafter, interest will be added to the outstanding balance at the rate of one and one half percent (1 - 1/2%) per month for a total of eighteen percent (18%) per annum. Payment of fees shall be made consistent with the terms of the Proposal for Professional Services. Interest at the rate set forth herein shall be added to any outstanding balance that is past due.
- 5.5 CLIENT must submit in writing to ENGINEER by certified mail all comments or discrepancies relative to any fee or expense being invoiced within ten (10) calendar days of the date of the invoice. If no discrepancy or errors is reported with said period, the account will be considered correct.
- 5.6 Invoices for costs and expenses will be considered delinquent if payment is not received within forty five (45) calendar days of the date of the invoice. Delinquency will constitute just cause for cessation of work, and may at the option of ENGINEER be considered as termination of the Agreement by CLIENT.
- 5.7 In the event that any account remains delinquent more than forty five (45) calendar days, ENGINEER may turn the account over to an agency and/or legal counsel for collection. In such case, there shall be added to the amount due, a minimum sum of fifteen percent (15%) of the outstanding balance. CLIENT agrees that this amount is a reasonable minimum amount for collection and legal fees. The CLIENT hereby agrees that CLIENT will be responsible to pay ALL costs incurred by ENGINEER to collect any delinquent or outstanding balances, which shall include, but not be limited to, legal fees and costs, expert fees, court costs, any and all other costs related to the collection of delinquent or outstanding balances owed by the CLIENT.

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- 5.8 If CLIENT has not made payment of delinquent or outstanding amounts due in accordance with the provisions of this section, the ENGINEER, after providing written notice of it's intent to do so, may discontinue or terminate providing any and all engineering services to the CLIENT, solely at the discretion of the ENGINEER. CLIENT ACKNOWLEDGES NOTICE OF THIS PROVISION, BY INITIALING SAME BELOW, AND AGREES TO RELEASE THE ENGINEER FROM ANY LIABILITY RESULTING FROM THE ENGINEER TERMINATING SERVICES RESULTING FROM THE CLIENTS FAILURE TO MAKE PAYMENT.

CLIENT INITIALS _____

ARTICLE 6.0 - TERMINATION OF SERVICES

- 6.1 This Agreement is subject to termination by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform or to meet their obligations in accordance with the terms and conditions hereof through no fault of the terminating party. In the event CLIENT terminates the Agreement, said notice must be submitted to ENGINEER by certified mail
- 6.2 In the event of termination, CLIENT shall make payment to ENGINEER consistent with the terms and provisions of the Proposal for Professional Services.

ARTICLE 7.0 - CLIENT'S RESPONSIBILITY:

- 7.1 CLIENT shall provide full information as to his requirements for the project and shall assist ENGINEER by placing at his disposal all available information pertinent hereto prior to entering into the Agreement.
- 7.2 CLIENT shall furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by services of others, such as soil investigations and subsurface explorations, material and equipment requirements, appropriate professional interpretations of property, boundary, easement, right-of-way, topographic and utility surveys and property descriptions, zoning and deed restriction, and other special data or conciliation not covered in ENGINEER 'S Basic Services, all of which ENGINEER may rely upon in performing his services.
- 7.3 CLIENT shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of legal and insurance counsel, and any other consultant as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay or hinder the services of the ENGINEER.

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- 7.4 CLIENT shall furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for implementation and/or completion of the project.
- 7.5 CLIENT shall guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 7.6 CLIENT shall give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any defect in the project.

ARTICLE 8.0 - REPORTS, DESIGNS, PLANS & RELATED DOCUMENTS

- 8.1 All documents which are subject to the Agreement shall be prepared in a professional workmanlike manner and based on accepted, current Surveying and Planning practices and where not specifically directed otherwise by CLIENT, will conform to applicable requirements of current, published ordinances and regulations of the various review agencies.
- 8.2 No representations and/or express or implied warranties are made to CLIENT by ENGINEER as to the success, approval or the issuance of permits or approvals on any application submitted by CLIENT, or on his behalf, based in whole or in part upon the reports, studies, designs, plans and/or related documents prepared by ENGINEER.
- 8.3 All documents prepared by ENGINEER pursuant to the Agreement shall be the sole property of ENGINEER until payment, on any unpaid balance, is made in full by CLIENT. CLIENT agrees that until payment is made in full, he shall have no proprietary interest in any document prepared by ENGINEER. CLIENT hereby agrees that the ENGINEER shall have the absolute right to request return of any and all documents prepared by ENGINEER and submitted to Municipal, County, State and/or other parties on behalf of CLIENT in the event of non-payment of outstanding fees by CLIENT.

ARTICLE 9.0 - COMPLIANCE WITH REGULATIONS; APPROVALS AND PERMITS:

- 9.1 All work will be performed in accordance with current applicable Municipal and County Ordinances and State Regulations relative to the work.

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- 9.2 On request of CLIENT, ENGINEER may prepare an outline of various approvals and permits that may be required to implement construction of the improvements designed by ENGINEER. However, because of ever changing rules and regulations of the various approving agencies, the ENGINEER does not guaranty the completeness of same. The ENGINEER further advises the CLIENT to obtain legal counsel to guide the CLIENT in furtherance of the laws, rules, regulations, ordinances, and other requirements related to it's project. Legal counsel should be obtained to review said outline and certify completeness.

ARTICLE 10.0 - LIMITATION OF LIABILITY AND INDEMNIFICATION

- 10.1 CLIENT and ENGINEER have contemplated the risks, rewards and benefits of the Project. In view of this fact, the parties have arrived at an acceptable fee for the services to be rendered under the Agreement. In so doing, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, the ENGINEER 's liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the Agreement from any cause or causes shall not exceed the total fee received for the services rendered under the Agreement. Such causes include, but are not limited to the ENGINEER 's negligence, errors or omissions, strict liability, breach of contract or breach of warranty.
- 10.2 CLIENT shall indemnify and hold harmless, ENGINEER and their consultants, agents, directors, officers and employees from and against all claims, damages, losses and expenses, direct and indirect, and consequential damage, including but not limited to fees and charges of legal counsel and courts and arbitration costs, arising out of or resulting from work of others to the fullest extent permissible by law, regardless of any action or omission (active, passive or comparative negligence included) on the part of ENGINEER.

January 26, 2015

Borough of Woodbury Heights
500 Elm Avenue
Woodbury Heights, NJ 08097

Attention: Ms. Vikki Holmstrom, CFO

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
4th STREET & OAK AVENUE RECONSTRUCTION
BOROUGH OF WOODBURY HTS., GLOUCESTER COUNTY, NJ
S&A PROPOSAL NO. 2015-07**

Dear Ms. Holmstrom:

In response to your request, Sickels & Associates, Inc. is pleased to submit this proposal for the necessary engineering services on the above referenced project. Upon your acceptance of this proposal, Sickels & Associates will develop the necessary documents that will be needed to seek public bids for the reconstruction of the above referenced intersection based upon the Gloucester County Freeholder approval for 2014 Community Development Block Grant (CDBG) construction funding in the amount of \$48,438.00.

For ease of review, the proposal is organized in the following manner: Our Understanding of the Project, Description of Services, Fee Structure, Annual Fee Schedule and Terms and Conditions.

OUR UNDERSTANDING OF THE PROJECT

We understand you wish to prepare a construction plan and details with public bid specifications for the reconstruction of the handicap sidewalk, ramps, curb and adjacent roadway at the above referenced intersection.

There are handicap ramps at the intersection that do not comply with ADA regulations. The ramps and associated sidewalks need to be replaced along with the curbing in the area. The work will include milling the existing asphalt surface, constructing a hot mix asphalt surface course, removal and replacement of concrete handicap aprons, sidewalks and curb, new striping and signage where new signs are needed. Public bid specifications will be prepared to let the contract out to public bid.

We understand the project must be prepared, submitted CDBG approval, bid, awarded and completed by May 31, 2015.

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Our approach to this project consists of the following phases which are outlined in detail under the Description of Services:

PHASE	I	Topographic Survey
PHASE	II	Construction Plan and Specifications
PHASE	III	Bid Administration
PHASE	IV	Contract Administration/Construction Observation

Our proposal does not include completing and processing the applications through the municipal and county planning boards/review agencies.

Upon your request, we can coordinate, correspond and attend meetings with officials from governmental review agencies to resolve issues relating to the design of the development. Attendance at meetings have not been included within this proposal. If additional meetings are required, they will be invoiced according to prevailing hourly rates on our Annual Fee Schedule.

DESCRIPTION OF SERVICES

Based on the above project description, the scope of our services will be limited to the following activities:

PHASE I TOPOGRAPHIC SURVEY

SECTION 1.0 CONSTRUCTION GRADING PLAN

- 1.1 Utilize horizontal and vertical ground controls established with GPS equipment. Provide a minimum of two (2) benchmarks on proposed engineering plans based upon said documents.
- 1.2 Verify and supplement available information by field survey to locate and identify pertinent features within the project limits.
- 1.3 Prepare a plan of topography for the above mentioned location with 1-foot contours at a scale 1" = 20'.

PHASE II CONSTRUCTION SPECIFICATIONS

SECTION 1.0 CONSTRUCTION GRADING PLANS

- 1.1 Utilize base plan prepared in Phase I for Construction Plan.

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- 1.2 Verify field dimensions of existing conditions to define scope of work and quantities to be used for bid proposal.
- 1.3 Calculate finish grades for proposed handicap ramps, sidewalk, curb and gutter line.
- 1.4 Prepare construction plans for proposed improvements.
- 1.4 Prepare construction details.
- 1.5 Submit set of plans to Public Works Department for Review and Comment.
- 1.6 Make minor revisions to plans per Public Works Department comments.
- 1.7 Prepare Construction Cost Estimate.

SECTION 2.0 PREPARATION OF BID SPECIFICATIONS

- 2.1 Prepare standard and technical specifications in accordance with NJDOT and CDBG specifications.
- 2.2 Prepare bid proposal and notice to bidders.
- 2.3 Prepare a bid proposal for quantities to be used for public bidding process.

SECTION 3.0 SUBMISSIONS TO REVIEW AGENCIES

- 3.1 Preparation and submission of applications for plans and bid specification for applicable review agencies will be completed by the applicant and/or the applicant's attorney.
- 3.2 Submissions are anticipated to be forwarded to the Gloucester County Improvement Authority - Community Development and Block Grant Program and the Gloucester Soil Conservation District (GSCD) due to the proposed disturbance being more than 5,000 sf. We anticipate the application, review and inspection fee for the GSCD will be approximately \$1,900.00. The Borough will be responsible for the application, review and inspection fees.
- 3.3 Complete any modifications to documents from CDBG review.

January 26, 2014

PHASE III BID ADMINISTRATION

Assist the Borough with the bidding process by:

1. Attending bid opening meeting.
2. Reviewing bids for completeness.
3. Tabulate bids and recommending award to Borough Council and CDBG.

PHASE IV CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION

Assist the Client/Borough during the construction process by:

1. Coordinate with CDBG for approval of contract award.
2. Attending the pre-construction conference.
3. Reviewing contractor's submissions and recommending approvals.
4. Reviewing contractor's vouchers and recommending payment.
5. Periodic observation and coordination during construction activities with the Borough and the contractor.
6. Preparing observation reports identifying the progress of the project and any observed deviation from the contract documents.
7. Preparing interim and final list of quantities to reflect those actually constructed based upon observation reports and field measurements.
8. Upon substantial completion, conduct an inspection of the work for conformance with the contract documents and issue a punch list of any defects and/or deficiencies to the Borough and Contractor.
9. Upon notification that punchlist items have been completed, conduct a final inspection for conformance with the contract documents and issue a recommendation of acceptance.
10. Process final payments to close project out with Borough and CDBG Program.

SUPPLEMENTAL SERVICES

We believe our proposal as presented is comprehensive to satisfy the requirements of the project. However, if deemed necessary by the client or regulatory agencies, we will offer an addendum to perform these specialized services and/or will assist in obtaining proposals from qualified consultants:

- a. Permits required under the New Jersey Realty Improvement Act.

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- b. Floodplain Determination and Delineation (Stream Encroachment Plan) General and Individual Freshwater Wetlands Permits other than the LOI.
- c. Environmental Site Assessment/Audit.
- d. Archaeological or Historical Investigation & Natural Resource Inventory Report.
- e. Subsurface investigation to locate/verify facilities, utilities and/or services. Soil borings for any purpose other than those stated herein.
- f. Preparation of bidding and contracting document other than the site development plans specifically indicated in the description of services.
- g. Applications for permits, approvals, interpretations or exemptions from Federal, State, County and Municipal agencies other than those specifically indicated in the Description of Services, including, but not limited to wetlands permits of any type and stream encroachment permit, modifications and/or permits to fill flood plains.
- h. Preparation of design of special site features such as retaining walls. Depending on height and extent of said walls, special structural boring and engineering expertise may be required. Our design will attempt to eliminate or limit the need for said retaining walls, the need for which cannot be determined until design is commenced.
- i. Geotechnical/Subsurface Investigation to identify, locate and evaluate soil conditions for building design purposes and utilities and/or service locations.
- j. Design of modifications to off-site infrastructure which may be required by reviewing agencies to accommodate the proposed development.
- k. Design and coordination of utilities other than those included within this proposal.
- l. Traffic Impact Report or Air Quality Assessment.
- m. Cultural Resource Survey or Economic Impact Report.

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- n. Cut and fill site analysis and corresponding cost estimates for improvements.
- o. Septic System Design.
- p. Landscape irrigation/sprinkler system design.
- q. CBR or other soils testing to request paving reduction.
- r. Does not include legal descriptions and drawings for any easements required by the County, Borough or the Borough.

CONSULTING FEE FOR SERVICES RENDERED

Based on the understanding of the project and description of service, our total consulting fee to complete the various activities described herein is estimated at **\$14,670.00** plus the cost of applicable reimbursable expenses which will be invoiced separately.

Said consulting fee is apportioned in accordance with the following breakdown:

PHASE	I	Topographic Survey	\$ 1,800.00
PHASE	II	Construction Plans & Specifications	\$ 5,445.00
PHASE	III	Bid Administration	\$ 1,450.00
PHASE	IV	Contract Administration/Construction Observation	<u>\$ 5,975.00</u>
Total			\$14,670.00

Sickels & Associates is prepared to commence work immediately upon receipt of authorization to proceed. This proposal assumes that said authorization will be issued within sixty (60) days from the date of this proposal. The terms and conditions of this proposal shall remain in effect for sixty (60) days.

We have enclosed two (2) signed copies of this proposal. If you concur with our Description of Services, Consulting Fee, Terms and Conditions and Annual Fee Schedule, please execute one copy as our formal authorization to proceed and return same with the retainer to our office.

Based upon our past working relationship, a retainer will not be required prior to the Engineer starting work.

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Once again, we would like to thank you for the opportunity to offer the services of our firm and we look forward to working with you on this venture.

If you have any questions regarding this matter, please contact our office at (856) 848-6800.

Very truly yours,

SICKELS & ASSOCIATES, INC.



**Mark R. Brunermer, P.E., C.M.E.
President**

**Enclosures: Terms and Conditions
Annual Fee Schedule**

**cc: Janet Pizzi, Borough Clerk
Patricia A. Owens, S&A, Inc.**

File: 2015-07