

BOSWELL McCLAVE ENGINEERING
HOBOKEN WATERFRONT RECONSTRUCTION
PRELIMINARY ENGINEER'S ESTIMATE

EXHIBIT A

Stevens Walkway Tie-In

ITEM NO.	DESCRIPTION	UNITS	APPROX. QUANTITY	EST. UNIT PRICE	AMOUNT
1	MOBILIZATION/DEMObILIZATION	L.S.	1	\$ 5,000.00	\$ 5,000.00
2	CLEARING SITE (Remove Temporary Elect Conduit, etc.)	L.S.	1	\$ 2,500.00	\$ 2,500.00
3	INTERLOCKING CONCRETE PAVERS (Install Only)	S.F.	500	\$ 20.00	\$ 10,000.00
4	PRESTRESSED CONCRETE SLAB BEAMS, (Install only)	L.F.	200	\$ 75.00	\$ 15,000.00
5	CONNECTION TO SINATRA FIELD PROMENADE	L.S.	1	\$ 2,500.00	\$ 2,500.00
6	METAL RAILING, DECORATIVE - Steel (Install and supply additional)	L.F.	210	\$ 150.00	\$ 31,500.00
7	24" X 8" CONCRETE SLOPING CURB (Install and supply additional)	L.F.	102	\$ 40.00	\$ 4,080.00
8	DECORATIVE LIGHTING ASSEMBLY, (Install)	UNIT	2	\$ 500.00	\$ 1,000.00
SUBTOTAL:				\$	71,580.00
Contingency (+/- 10%):				\$	7,158.00
Total Estimated Construction Cost:				\$	78,738.00

** Note: Contingency may include the purchase of additional materials to completed walkway tie-in.

EXHIBIT B



BOSWELL McCLAVE ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07608-1722 • (201) 641-0770 • Fax (201) 641-1831

Sent via E-Mail and Regular Mail

August 9, 2011

The Honorable Dawn Zimmer
Mayor of the City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Waterfront Walkway Project
Stevens Institute of Technology
City of Hoboken
Our File No. HO-443

Dear Mayor Zimmer:

As part of the ongoing design work regarding the reconstruction of Sinatra Field, please be advised that this office, as directed by the City of Hoboken, will be incorporating the completion of the Stevens Institute of Technology ("Stevens") walkway project into the final design of the rehabilitation project.

As previously expressed in our letter dated October 26, 2010, the current deteriorated condition of the low level relief platform and the associated seawall prevented the final connection of the Stevens walkway into same, limiting the ability for Stevens to fully complete their project. At that time, discussions ensued which culminated in the City and Stevens coming to a verbal agreement on how the final connection of the Stevens walkway to the Sinatra field site would be accomplished.

This letter shall memorialize Boswell Engineering's intentions, at the direction of the City of Hoboken, to incorporate the construction of the remaining section of walkway of the Stevens project with the Sinatra Field reconstruction. As part of this arrangement, the City will utilize the remaining materials for the Stevens walkway which have not been installed and are currently being stored at the Stevens site. It is also our understanding that the materials will remain stored at the facility until such time as the materials are needed for the project.

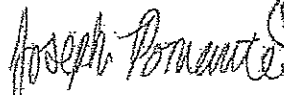
The Honorable Dawn Zimmer
August 9, 2011
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To this end, the City's Corporation Counsel will prepare the agreement between the City and Stevens. A preliminary cost estimate, along with a list of materials already purchased by Stevens and available for the completion of the project, have been attached to this letter for reference.

If you require any additional information, please feel free to contact our office.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Handwritten signature of Joseph A. Pomante in cursive script. To the right of the signature is a circular stamp containing the initials "JAP".

Joseph A. Pomante, P.E.
City Engineer Representative

JAP/REM/ajf

Enclosures

cc: Brandy Forbes, Director of Community Development

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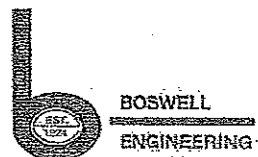


EXHIBIT C

STORED ITEMS
HUDSON RIVER WALKWAY PROJECT
As of February 11, 2011

- Line Item 3 – interlocking concrete pavers
5 full pallets, 91 sf per pallet, total of 455 sf
- Line Item 4 – prestressed concrete slab beams
2 pieces marked PL-5, each 49'-0" long
1 piece marked PL-5A, 49'-0" long
1 piece marked PL-5B, 49'-0" long
- Line Item 6 – metal railing
2 pieces, each 24'-0" long
1 corner piece, 6'-0" long
- Line Item 7 – 24" x 8" concrete sloping curb
14 pieces, 8'-0" long
- Line Item 8 – decorative lighting assembly
2 complete set-ups, pole and lamp

SECTION 152 – INSURANCE

152.01 DESCRIPTION

This Section describes the requirements for providing and maintaining insurance until Acceptance.

152.02 MATERIALS

(Intentionally Blank)

152.03 PROCEDURE

152.03.01 Owner's and Contractor's Protective Liability Insurance

- A. **Policy Requirements.** Procure and maintain insurance until Acceptance. The Department will not consider the Work or any portion as put to its intended use until Acceptance. The Contractor may only obtain insurance from companies that are licensed to provide insurance in the State. Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Before performing construction operations, provide the RE with certificates of insurance and policy declaration pages. The Department's Insurance Certificate (Form DC-175) is the only acceptable form as evidence of insurance. Ensure that insurance policies are endorsed to provide written notice by certified mail to the Department 30 days before changes to and/or cancellation of the policy. Upon request, provide the RE with a certified copy of each policy.

Submit documentation to identify all exclusions and deductible clauses. The limits of liability set forth below do not relieve the Contractor from liability in excess of such coverage. Deductibles for each policy are limited to \$250,000 per occurrence. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

- B. **Types.** At a minimum, provide the following insurances.

1. **Comprehensive General Liability Insurance.** Procure Comprehensive General Liability insurance with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage.

Ensure the coverage for the policy is at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability coverage forms currently in use in the State. Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Premises and operations.
4. Products and completed operations.
5. Independent contractors.
6. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
7. Severability of Interest/Separation of Insureds.
8. Per project aggregate.

Ensure the policy is endorsed to delete any exclusions applying to property damage liability arising from:

1. Explosions.
2. Damage to underground utilities.
3. Collapse of foundations.

Ensure the policy names the State, its officers, employees, and agents as additional insured. On the Insurance Certificate, indicate the cost for providing the policy.

2. **Comprehensive Automobile Liability Insurance.** Procure Comprehensive Automobile Liability insurance to cover owned, non-owned, and hired vehicles with a minimum limit of liability in the amount of \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause.

3. **Owner's and Contractor's Protective Liability Insurance.** Procure a separate Owner's and Contractor's Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner's and Contractor's Protective Liability Insurance Policy.

4. **Workers Compensation and Employer's Liability Insurance.** Procure Workers Compensation Insurance according to the requirements of the laws of this State and include an all-states endorsement to extend coverage to any state that may be interpreted to have legal jurisdiction. Provide Employer's Liability Insurance with the following minimum limits of liability:

1. \$100,000 each accident.
2. \$100,000 Disease each employee.
3. \$500,000 Disease aggregate limit.

If construction operations requires marine operations, including working from a barge or ship, or unloading material from a barge or ship on a navigable waterway in the United States, ensure the policy is endorsed to include US Longshore and Harbor Workers coverage and Jones Act coverage.

5. **Excess Liability Insurance.** Procure Excess Liability or Umbrella Liability insurance with limits in excess of the underlying policies for Comprehensive General Liability and Comprehensive Automobile Liability with minimum limits of liability of \$10,000,000. Ensure the Excess Liability Insurance policy takes effect (drops down) if the primary coverage is impaired or exhausted. Ensure the excess or umbrella policy has the same terms and conditions as the primary underlying coverage.

6. **Marine Liability Insurance.** If construction operations require marine operations, procure Marine Liability Insurance with a minimum limit of liability in the amount of \$2,000,000 per occurrence. Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Premises and operations.
4. Products and completed operations.
5. Independent contractors.
6. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
7. Severability of Interest/Separation of Insureds.

Ensure the policy names the State, its officers, employees, and agents as additional insured.

C. **Maintenance.** Submit an updated DC-175, Insurance Certificate, to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the RE may suspend the Work. The Department may refuse to make payments due under this Contract or any other contracts with the Department until the required insurance coverage is in effect. The Department may use monies withheld to renew the insurance for the periods and amounts referred to above. Alternatively, the Department may default the Contractor and direct the Surety to complete the Project.

152.03.02 Railroad Protective Liability Insurance

If required by the Special Provisions, procure railroad protective liability insurance according to 23 CFR 646, Subpart A, as a combined single limit for bodily injury and property damage with minimum limits of liability in the amounts of \$2,000,000 per occurrence and \$6,000,000 per annual aggregate. Ensure that the railroad protective liability insurance meets the policy requirements specified in 152.03.01.A.

Additionally, ensure Comprehensive General Liability policy is endorsed to provide for independent contractors' coverage and deletes any exclusions applying to liability arising out of operations in proximity to railroad property. Ensure that the railroad protective liability insurance policy is endorsed to provide written notice by certified mail to the railroad company 30 days before changes to and/or cancellation of the policy.

Ensure the policy is endorsed to include a Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Submit the policy for railroad protective liability insurance and endorsements to the Comprehensive General Liability Insurance to the railroad company for approval. The Department will list the name and address of the railroad company representative in the Special Provisions. Construction operations will not be permitted on railroad property before approval of insurance by the railroad company. Reconcile all policy requirements to the satisfaction of the railroad company and the RE.

The Special Provisions will contain an estimate of the percentage of the Contract cost located within or adjacent to the railroad ROW. The percentage is provided for informational purposes only and does not affect the amount of risk or coverage.

152.03.03 Pollution Liability Insurance

Procure Contractor's Pollution Liability insurance for bodily injury and property damage with minimum limits of liability in the amounts of \$5,000,000 per occurrence and \$10,000,000 aggregate. Ensure that the pollution liability insurance meets the policy requirements specified in 152.03.01.A.

If the policy is written on an occurrence form, ensure it will remain in effect until Acceptance, and ensure that completed operations coverage is provided for a period of no less than 2 years after Acceptance. If the policy is written on a claims-made basis, ensure an Extended Reporting Provision coverage is maintained for a period of no less than 2 years after Acceptance.

Ensure the policy provides coverage for:

1. Bodily injury and property damage to third parties.
2. Natural resource damages.
3. Environmental cleanup including restoration or replacement costs.
4. Legal defense.
5. Transportation of waste material by or on behalf of the Contractor away from the Project Limits.
6. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Contractor for disposal of waste.
7. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
8. Severability of Interest/Separation of Insureds.

Ensure the policy does not contain any exclusions or limitations for:

1. Liabilities Assumed under an insured contract.
2. Lead, silica, or asbestos.
3. Underground storage tanks.
4. Insured versus insured exclusion that restricts coverage to the State.

Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company indicating the coverage, limitation of coverage, term of coverage, and cost of the pollution liability insurance policy.

152.04 MEASUREMENT AND PAYMENT

The Department will measure and make payment for Items as follows:

<i>Item</i>	<i>Pay Unit</i>
OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE	LUMP SUM
RAILROAD PROTECTIVE LIABILITY INSURANCE	LUMP SUM
POLLUTION LIABILITY INSURANCE	LUMP SUM

The Contractor shall provide all other insurance costs at the Contractor's expense.

The Department will make initial payment for OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE, RAILROAD PROTECTIVE LIABILITY INSURANCE, and POLLUTION LIABILITY INSURANCE at the lesser of the bid amount, or actual costs as documented from paid invoices. The Department will make payment for any remainder with the final monthly Estimate.