

September 8, 2016

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL GEOTECHNICAL INVESTIGATION AND MONITORING WELL INSTALLATION AS REQUESTED ON A “CALL-IN” BASIS DURING 2017 - 2020 (RFP# 46558) – ADDENDUM #1

Dear Sir or Madam:

The Port Authority of New York and New Jersey hereby amends the subject Request for Proposal (RFP), dated August 31, 2016 as follows:

Attached hereto is Schedule A, referenced in the RFP letter, Page 3, Section III. Submission Requirements, Item D.

The date for receipt of proposals for the subject RFP remains at 2:00 P.M. on September 22, 2016.

If you have any questions, please contact Mr. Gustavo Orduz, Contract Specialist, at gorduz@panynj.gov.

Sincerely,

David Gutiérrez, CPPO
Assistant Director
Procurement Department

SCHEDULE A – COMPENSATION

**PERFORMANCE OF EXPERT PROFESSIONAL
GEOTECHNICAL INVESTIGATION AND MONITOR WELL INSTALLATION AS
REQUESTED ON A “CALL-IN” BASIS DURING 2017**

1. GENERAL

Subject only to the provisions of Section 2: Compensation for Extra Work of this Schedule A below, and Section 9 of the Agreement attached, the Consultant shall accept and the Port Authority (the “Port Authority” or “Authority”) shall pay in full consideration for the performance of all the Consultant’s obligations under this Agreement a compensation determined from the work performed on the basis of the Items of Work, units of measurement, and prices specified in the following Schedule of Unit Prices and such compensation only. “Work” shall mean the items of work set forth in the Schedule of Unit Prices contained herein, and shall include any work hereafter required which is of the same general character as that set forth in any said items. In determining what is of the same general character, there shall be taken into consideration the provisions for measurement for payment appearing in this numbered clause hereof.

The following Schedule of Unit Prices does not constitute an outline of the Work required by the Specifications in their present form or Work Orders, but merely sets forth a list of all the items of work to be used in computing the Consultant’s compensation. It contains all such items. The compensation computed therefrom is full compensation for all Work whatsoever required by the Agreement Specifications in their present form or by Work Orders to be issued in the future.

In the case of each item of work, the work performed will be measured and the Consultant’s compensation will be computed as hereinafter provided in this numbered clause. In the case of a discrepancy between the prices quoted in writing and those quoted in figures, the writing shall control.

The Estimated Total Agreement Price is solely for the purpose of facilitating the comparison of Proposals and of computing damages in the event of a default by the successful proposer in the agreement created by the acceptance of its Proposal. The estimated quantities are given solely as a basis for the computation of the Estimated Total Agreement Price. The Authority makes no representation as to what the actual quantities will be and shall not be held responsible even though the estimated quantities are not even approximately correct. Insofar as the Consultant’s compensation is based upon items of work in the Schedule of Unit Prices, it will be computed from actual quantities of Work performed, whether greater or less than the estimated quantities.

SCHEDULE OF UNIT PRICES				
			Unit Prices	Amounts*

* The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

1A	50 EA	MOBILIZATION - LAND, PER EACH <div style="text-align: right;"> _____ DOLLARS _____ CENTS </div>		
1B	5 EA	MOBILIZATION - WATER, PER EACH. <div style="text-align: right;"> _____ DOLLARS _____ CENTS </div>		

SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities (One Year)	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts*
1C	2 EA	MOBILIZATION – MARSH, PER EACH. _____ DOLLARS _____ CENTS		
1D	15 EA	MOBILIZATION – TRACK RIG, PER EACH. _____ DOLLARS _____ CENTS		
1E	10 EA	MOBILIZATION – GEOPROBE, PER EACH. _____ DOLLARS _____ CENTS		
1F	10 EA	MOBILIZATION – VACUUM TRUCK, PER EACH. _____ DOLLARS _____ CENTS		
1G	2 EA	MOBILIZATION – CPT RIG, PER EACH. _____ DOLLARS _____ CENTS		
2A	8,000 LF	TYPE I LAND BORINGS ‘A’ – 0 TO 100 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
2B	100 LF	TYPE I LAND BORINGS ‘B’ – 100 TO 200 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
2C	50 LF	TYPE I LAND BORINGS ‘C’ – 200 TO 300 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
3A	300 LF	TYPE II LAND BORINGS ‘A’ – 0 TO 100 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		

* The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities (One Year)	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts*
3B	20 LF	TYPE II LAND BORINGS 'B' – 100 TO 200 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
3C	10 LF	TYPE II LAND BORINGS 'C' – 200 TO 300 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
4A	1,000 LF	TYPE I WATER BORINGS 'A' – 0 TO 100 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
4B	75 LF	TYPE I WATER BORINGS 'B' – 100 TO 200 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
4C	40 LF	TYPE I WATER BORINGS 'C' – 200 TO 300 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
5A	100 LF	TYPE II WATER BORINGS 'A' – 0 TO 100 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
5B	25 LF	TYPE II WATER BORINGS 'B' – 100 TO 200 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
5C	15 LF	TYPE II WATER BORINGS 'C' – 200 TO 300 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		

SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities (One Year)	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts*
6A	200 LF	TYPE I MARSH BORINGS 'A' – 0 TO 100 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
6B	20 LF	TYPE I MARSH BORINGS 'B' – 100 TO 200 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
6C	10 LF	TYPE I MARSH BORINGS 'C' – 200 TO 300 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
7A	150 LF	TYPE II MARSH BORINGS 'A' – 0 TO 100 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
7B	20 LF	TYPE II MARSH BORINGS 'B' – 100 TO 200 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
7C	10 LF	TYPE II MARSH BORINGS 'C' – 200 TO 300 LINEAR FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		

SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities (One Year)	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts*
8A	4000 EA	TYPE A SAMPLES ON LAND OR MARSH, PER EACH. _____ DOLLARS _____ CENTS		
8B	300 EA	TYPE A SAMPLES ON WATER, PER EACH. _____ DOLLARS _____ CENTS		
9A	200 EA	TYPE B SAMPLES ON LAND OR MARSH, PER EACH _____ DOLLARS _____ CENTS		
9B	50 EA	TYPE B SAMPLES ON WATER, PER EACH _____ DOLLARS _____ CENTS		
10A	1,500 LF	DRILLING FOR TYPE C SAMPLES ON LAND OR MARSH, PER LINEAR FOOT _____ DOLLARS _____ CENTS		
10B	250 LF	DRILLING FOR TYPE C SAMPLES ON WATER, PER LINEAR FOOT _____ DOLLARS _____ CENTS		
11A	1500 LF	DRILLING FOR TYPE D SAMPLES ON LAND OR MARSH, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
11B	200 LF	DRILLING FOR TYPE D SAMPLES ON WATER, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		

* The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities (One Year)	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts*
12A	100 LF	DRILLING FOR TYPE E SAMPLES OVERBURDEN ON LAND OR MARSH, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
12B	50 LF	DRILLING FOR TYPE E SAMPLES OVERBURDEN ON WATER, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
13A	40 DAYS	RIG-LAND/MARSH, PER DAY. _____ DOLLARS _____ CENTS		
13B	10 DAYS	RIG-WATER, PER DAY _____ DOLLARS _____ CENTS		
13C	10 DAYS	RIG-TRIPOD, PER DAY _____ DOLLARS _____ CENTS		
14	1,500 LF	TYPE A MONITOR WELL, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
15	50 LF	TYPE B MONITOR WELL, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
16	1,500 EA	TYPE F SAMPLES, PER EACH _____ DOLLARS _____ CENTS		

SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities (One Year)	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts*
17	250 EA	DIRECT PUSH 48-INCH GEOPROBE SAMPLE, PER EACH _____ DOLLARS _____ CENTS		
18A	25 DAYS	IDLED DRILL RIG-LAND/MARSH/GEOPROBE, PER DAY. _____ DOLLARS _____ CENTS		
18B	5 DAYS.	IDLED DRILL RIG-WATER, PER DAY. _____ DOLLARS _____ CENTS		
18C	5 DAYS.	IDLED RIG-TRIPOD, PER DAY. _____ DOLLARS _____ CENTS		
19	100 LF	PERMANENT GROUNDWATER OBSERVATION WELLPOINTS, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
20	1,000 HOURS	HAND AUGERING, PER HOUR. _____ DOLLARS _____ CENTS		
21	50 EA	WELL PERMITS, PER EACH _____ DOLLARS _____ CENTS		
22	50 EA	VACUUM TRUCK, PER DAY _____ DOLLARS _____ CENTS		
23	1,000 LF	CONE PENETROMETER TESTS (CPT) 0 TO 75 LINEAR FEET WITH A 25-TON CPT TRUCK, PER LINEAR FOOT _____ DOLLARS _____ CENTS		

SCHEDULE OF UNIT PRICES				
Item No.	Estimated Quantities (One Year)	Items of Classified Work With Unit Prices Written	Figures	
			Unit Prices	Amounts*
24	10 DAYS	CONE PENETROMETER TESTS (CPT) WITH A 25-TON CPT TRUCK, PER DAY. _____ DOLLARS _____ CENTS		
25	1,000 LF	GEOPROBE BORINGS - 0 TO 75 FEET, PER LINEAR FOOT. _____ DOLLARS _____ CENTS		
26	10 DAYS	GEOPROBE BORINGS - PER DAY. _____ DOLLARS _____ CENTS		
27	240 LI	4 TO 12-INCH DIAMETER CONCRETE CORES- IN UP TO 24-INCH THICK CONCRETE SLABS WITH REBAR, PER LINEAR INCH (DEPTH). _____ DOLLARS _____ CENTS		
28	200 EA	55-GALLON STEEL DRUM _____ DOLLARS _____ CENTS		
29A	500 LF	3-INCH CASED CROSSHOLE BORING, 0 TO 100 LINEAR FEET, PER LINEAR FOOT _____ DOLLARS _____ CENTS		
29B	100 LF	3-INCH CASED CROSSHOLE BORING, 100 TO 200 LINEAR FEET, PER LINEAR FOOT _____ DOLLARS _____ CENTS		
ESTIMATED TOTAL CONTRACT PRICE**				

* The amount for each item shall be computed by multiplying the estimated quantity of that item by the unit price for the item.

** The Estimated Total Contract Price shall be computed by totaling the amounts inserted in the "Amounts" column.

The following provisions are applicable to the Schedule of Unit Prices. The quantity for payment described in the following provisions shall be the quantity of Classified Work furnished, installed, performed and/or placed in accordance with the Specifications, as shown on the Work Orders and where ordered by the Engineer.

No quantity of work will be included under more than one item of Classified Work.

In the case of Item Nos. 1A through 1G (Mobilizations) the quantity for payment will be the number of times a drill rig with all personnel, equipment, and supplies necessary to perform the required land, water, or marsh borings and boring related work, as the case may be, are completely mobilized at the approximate location of the borings to be performed in a work area as ordered by the Engineer. A move from one location to another within a single work area, without occasion to remove the drill rig and equipment from such work area, except temporarily in the course of such move, shall not be considered as an additional mobilization for payment or as cause for any other separate payment. As used herein "Work Area" shall mean that area specified by the Engineer in its respective orders to mobilize.

In the case of Items 2A, 3A, 4A, 5A, 6A and 7A (Type I and II Land Borings, Type I and II Water Borings, and Type I and II Marsh Borings, 'A' - 0 to 100 Lin. Ft.), the quantity for payment will be the number of linear feet of boring actually driven between 0' and 100', inclusive, measured from ground elevation in the case of land and marsh borings and from mean low water (Elevation 295) in the case of water borings to the bottom of the hole or to the top of rock, as the case may be.

In the case of Items 2B, 3B, 4B, 5B, 6B and 7B (Type I and II Land Borings, Type I and II Water Borings, and Type I and II Marsh Borings, 'B' - 100 to 200 Lin. Ft.), the quantity for payment will be the number of linear feet of boring actually driven between 100' - 1" and 200', inclusive, measured from ground elevation in the case of land and marsh borings and from mean low water (Elevation 295) in the case of water borings to the bottom of the hole or to the top of rock, as the case may be.

In the case of Items 2C, 3C, 4C, 5C, 6C and 7C (Type I and II Land Borings, Type I and II Water Borings, and Type I and II Marsh Borings, 'C' - 200 to 300 Lin. Ft.), the quantity for payment will be the number of linear feet of boring actually driven between 200' - 1" and 300', inclusive, measured from ground elevation in the case of land and marsh borings and from mean low water (Elevation 295) in the case of water borings to the bottom of the hole or to the top of rock, as the case may be.

In the case of the above Items 2A through 7C inclusive, however, there shall be excluded from the length for payment the length of any hand augering paid under Item 23 and the length of any boring through overburden obstruction included in the length for payment under Items 11A or 11B. The length for payment for these items shall include the length of any partially-completed water borings abandoned through no fault of the Consultant as specified in 13.A.2 of Division 1 of the Specifications.

In the case of Items 8A through 9B (Type A and B Samples), the quantity for payment will be the number of Type A and Type B samples, respectively, taken and delivered to the Authority. Type A samples are collected with a split spoon / standard penetration test (SPT) sampler. Type B samples are collected with an Osterberg hydraulic piston sampler. Only brass tubes may be used.

In the case of Items 10A and 10B (Drilling for Type C Samples), the quantity for payment will be the number of linear feet actually drilled in rock, measured from the top of rock to the bottom of the hole in rock. As used herein, “rock” shall mean solid ledge rock and boulders immediately overlying solid ledge rock.

In the case of Items 11A and 11B (Drilling for Type D Samples), the quantity for payment will be the number of linear feet actually drilled through obstructions and boulders in the soil overburden.

In the case of Items 12A and 12B (Drilling for Type E Samples), the quantity for payment will be the number of linear feet actually drilled through obstructions and boulders in the soil overburden.

In the case of Item 13A, 13 B, and 13C (Rig-Land/Marsh, Rig-Water, and Rig-Tripod) the quantity for payment will be the number of 8-hour working days for which a drill rig, including all necessary labor and equipment, is employed at the construction site performing boring-related work on land or marsh or in the water, as the case may be, as specified in 2.12 of Section 2A of the Specifications. If the rig is used for more than eight hours or less than eight hours on any one working day, payment will be made on a pro-rata basis for the period of actual operation of the rig. Use of drilling rigs or rig tripods for any of the other items in the Schedule of Unit Prices will not be compensated for under these Items Nos. 12 and 13. Mobilization for boring-related work will be compensated for under Items Nos. 1A through 1G, as applicable.

In the case of Item Nos. 14 and 15 (Type A and Type B Monitor Well), the quantity for payment will be the number of linear feet of Type A and Type B Monitor Wells, respectively, furnished and installed in accordance with the requirements of 2.11 of Section 2A of the Specifications entitled “Monitor Well Installation”, measured from the ground surface elevation.

In the case of Item 16 (Type F Samples), the quantity for payment will be the number of samples taken with the 3 inch I.D. split spoon sampler in accordance with the requirements of 2.11 of Section 2A of the Specifications entitled “Monitor Well Installed” and delivered to the Authority.

In the case of Item Nos. 18A, 18B, and 18C (Idled Drill Rig-Land/Marsh, Drill Rig-Water, Rig-Tripod), the quantity for payment will be the number of 8 hour working days for which a drill rig including one driller and one helper, as the case may be, is kept idle and wholly unoccupied at a site on which they would normally be engaged in the performance of work but for causes due solely to acts or omissions of the Authority, and if such idleness is not due to any cause within the control of the Consultant, or any of its subcontractors, or materialmen, or the Consultants employees. If the drill rig or tripod rig is kept idle for more or less than eight hours on any one working day, payment will be made on a pro-rata basis for the period of time the rig was idled.

In the case of Item 19 (Permanent Groundwater Observation Wellpoints), the quantity for payment will be the number of linear feet of Permanent Groundwater Observation Wellpoints furnished and installed in accordance with the requirements of Section 2.08 of the Specifications entitled “Ground Water Observations Wellpoints (Temporary or Permanent)”, measured from the ground surface elevation.

In the case of Item 20 (Hand Augering), the quantity of payment will be the number of working hours expended in the hand augering operation in accordance with the requirements of 2.02, part D of Section 2A of the Specifications entitled “Land and Marsh Borings”.

In the case of Item 21 (Well Permits) the quantity of payment will be the number of well permits for Permanent Observation Wellpoints and Monitor Wells obtained from the State of New Jersey. Cost shall include the cost of permit and any handling fee.

In the case of Item 22 (Vacuum Truck) the quantity of payment will be the number of 8-hour working days for which a vacuum truck, including all necessary labor and equipment, is employed at the construction site, as directed by the engineer.

In the case of Item 23 (Cone Penetrometer Tests (CPT)) the quantity of payment will be the quantity for payment of linear feet of CPT advancement, measured from the ground surface elevation.

In the case of Item 24 (CPT) the quantity of payment will be the number of 8-hour working days for which a 25-ton CPT Truck, including all necessary labor and equipment, is employed at the construction site, as directed by the engineer

In the case of Item 25 (Geoprobe Borings) the quantity of payment will be the quantity for payment of linear feet of Geoprobe direct push samples, measured from the ground surface elevation.

In the case of Item 26 (Geoprobe Borings) the quantity of payment will be the number of 8-hour working days for which a Geoprobe Rig, including all necessary labor and equipment, is employed at the construction site, as directed by the engineer

In the case of Item 27 (4 to 12-Inch Diameter Concrete Cores) the quantity of payment will be the quantity for payment of linear inches' depth of cored concrete, measured from the ground surface elevation.

In the case of Items 29A and 29B (3-Inch Cased Crosshole Boring) the quantity for payment will be the number of linear feet of 3-inch cased crosshole boring, furnished and installed in accordance with the requirements of 2.11 of Section F of the Specifications entitled "Installation of 3-inch PVC Casing for Cross-Hole Seismic Testing", measured from the ground surface elevation.

2. COMPENSATION FOR EXTRA WORK

The Chief Engineer shall have authority to agree in writing with the Consultant on behalf of the Authority upon lump sum or other compensation for Extra Work in lieu of the compensation for which provision is hereinafter made in this numbered clause.

If such agreement on compensation is not made, and Extra Work is performed, the Consultant's compensation shall be increased by the following amounts and such amounts only:

- 1.) In the case of Extra Work performed by the Consultant personally, an amount equal to the actual net cost in money of the labor (including Workers' Compensation Insurance, vacation allowance, and union dues, taxes and assessments required to be paid on the basis of such cost) and materials required for such Extra Work, plus twenty per cent (20%) of such net cost, plus such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable.

- 2.) In the case of Extra Work performed by a subcontractor, an amount equal to the actual net cost in money of the labor (including Workers' Compensation Insurance, vacation allowances, and union dues, taxes and assessments required to be paid on the basis of such cost) and materials required for such Extra Work, plus twenty per cent (20%) of such net cost plus such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable, plus seven per cent (7%) of the sum of the foregoing cost, percentage of cost, and rental.

As used in this numbered clause (and in this clause only):

"Labor" means foremen, surveyors, laborers, mechanics, and other employees below the rank of superintendent, exclusive of timekeepers, directly employed at the construction site, whether employed by the Consultant or by the subcontractors, subject to the Engineer's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Consultant pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Consultant is the manufacturer or producer thereof, the reasonable cost to the Consultant of the manufacture and production), plus the reasonable cost of delivering such materials to the construction site in the event that the price paid to the manufacturer, producer, or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

"Work day" in reference to an item of equipment means a day other than a Saturday, Sunday, or legal holiday except that if the particular item of equipment is actually utilized at the construction site by the Consultant or subcontractors under this or any other Contract with the Authority on a Saturday, Sunday, or legal holiday said day shall be deemed a work day.

The rental for equipment, whether owned by the Consultant or subcontractors or rented from others and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Engineer on the basis of the following:

- A. 1.) Hourly rental for those items of equipment listed in the "Rental Rate Blue Book" (published by Machinery Information Division, K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95131-2398), (hereinafter called "the Blue Book") shall be 100% of the applicable rates as listed in said book, reduced to an hourly basis (see formula below) except that such applicable rates shall be reduced by 50% for all hours of rental payable hereunder in excess of 8 hours each day. The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The "Estimated Operating Cost per Hour" as set forth for such item of equipment in the Blue Book shall be added to the hourly rental for each hour that such equipment is actually engaged in performing Extra Work. No amount for operating cost will be allowed during periods when such equipment is not actually engaged in performing Extra Work (i.e. standby rental time). None of the

provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this Section.

- 2.) If no listing of rental rate and/or hourly operating cost for the item of equipment is in the Blue Book, the Engineer shall determine the reasonable rate of rental and/or hourly operating cost of the particular item of equipment by such other means as it finds appropriate.

B. When utilizing the rental rates appearing in the Blue Book, the Engineer shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

- 1.) The rate to be applied for an item of equipment used on a particular Extra Work order shall be the daily, weekly, or monthly rates from the foregoing publication based on the total number of work days or portions thereof that a particular item of equipment or substitute item of equipment is at the construction site for use by the Consultant or subcontractors whether under this Agreement or any other contract with the Authority. Included within this period will be (i) work days of idleness of the equipment at the construction site whether such idleness results from acts or omissions of the Consultant, Authority or third persons, breakdowns in the equipment, or any other cause, (ii) work days on which the equipment is removed from the construction site solely to enable the performance of repairs thereon, and (iii) work days intervening between the removal of equipment from the construction site for repairs and the delivery to the construction site of the same or substitute equipment. The number of workdays in the period for each rate shall be as indicated below:

Three work days or less.	Daily Rate
More than three work days but not more than fifteen workdays.	Weekly Rate
More than fifteen work days.	Monthly Rate

The pro rata portion which one hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on daily rental.	1/8 of daily rental from Blue Book
Hourly rate based on weekly rental.	1/40 of weekly rental from Blue Book
Hourly rate based on monthly rental.	1/176 of monthly rental from Blue Book

- 2.) The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item of equipment in the Blue Book. The adjustment factor shall not apply to the hourly operating cost.
- 3.) If the Engineer should determine that the nature or size of the equipment used by the Consultant in connection with Extra Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the Engineer to be suitable for the Extra Work, the reasonable rental will not be based upon the equipment used by the Consultant but will be based on the smallest or least elaborate equipment determined by the Engineer to have been suitable for the performance of the Extra Work.

- C. In the case of equipment utilized only for Extra Work: (a) in addition to amounts determined as provided in subparagraphs A and B above, there will be added to the rental as computed above the reasonable cost of transporting such equipment to and from the construction site, and (b) notwithstanding the number of hours during which such equipment is utilized, the minimum rental therefor will be for a period of eight hours.

In computing the Consultant's compensation insofar as it is based upon Extra Work, and notwithstanding any provision to the contrary appearing in the Blue Book, no consideration shall be given to any items of cost or expense not expressly set forth above, it being expressly agreed that the costs and percentage additions hereinbefore provided cover items of cost and expense to the Consultant of any type whatsoever, including administration, overhead, taxes (other than those enumerated above), clean-up, consumables including gas and oil, drafting (including printing or other reproduction), coordination, field measurements, maintenance, repairs, insurance, profit to the Consultant, and small tools.

Whenever any Extra Work is performed (whether by the Consultant directly or through a subcontractor), the Consultant shall, at the end of each day, submit to the Engineer (a) daily time slips showing the name and number of each workman employed on such Work, the number of hours which it is employed thereon, the character of its duties, and the wages to be paid to him, (b) a memorandum showing the state and federal taxes based on such wages, and vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, (c) a memorandum showing the amount and character of the materials furnished for such Work, from whom they were purchased and the amount to be paid therefor, and (d) a memorandum of equipment used in the performance of such Work, together with the rental claimed therefor. Such memoranda and time slips are for the purpose of enabling the Engineer to determine the amounts to be paid by the Authority under this numbered clause; and accordingly, they shall constitute a condition precedent to such payment and the failure of the Consultant to furnish them with respect to any Work shall constitute a conclusive and binding determination on its part that such Work is not Extra Work and shall constitute a waiver by the Consultant of claims for payment for such Work. In the event that the Chief Engineer and the Consultant shall agree in writing upon a lump sum or other compensation for Extra Work in lieu of compensation as provided in the second paragraph of this clause, the daily time slips and memoranda required by this paragraph shall not be required subsequent to the date on which such agreement has been reached.

The Consultant may be directed by the Engineer during the course of the Contract to employ an expert to perform tests that the Consultant is not capable of performing. In the event the Consultant is directed by the Engineer to employ such an expert, the Consultant shall comply with such direction, and the Consultant shall be compensated in the amount actually paid by him to the expert for its services, provided that the expert and the compensation to be paid to him have been approved in writing by the Engineer before its employment by the Consultant. The Consultant shall submit to the Engineer at the end of each day a memorandum showing the services performed by the expert and the compensation therefor. The memoranda required under the immediately preceding sentence are for the purpose of enabling the Engineer to determine the amount to be paid by the Authority under this paragraph; and accordingly, they shall constitute a condition precedent to such payment and failure of the Consultant to furnish them with respect to any particular services which constitute a waiver by the Consultant of claims for payment for such services of the expert.

No Extra Work shall be performed except pursuant to a written order of the Engineer expressly recognizing such work as extra work.

If the Engineer requires any work without the issuance of such an order and if the Consultant deems such work to be Extra Work, the Consultant shall give written notice to the Engineer within twenty-four hours that it deems such work to be Extra Work, and failure of the Consultant so to do shall be a waiver of any claim to an increase in the compensation for such work and a conclusive and binding determination that it is not Extra Work.

The determination of the Engineer as to what constitutes Extra Work and as to the amount to be paid therefor shall be conclusive.

* * *