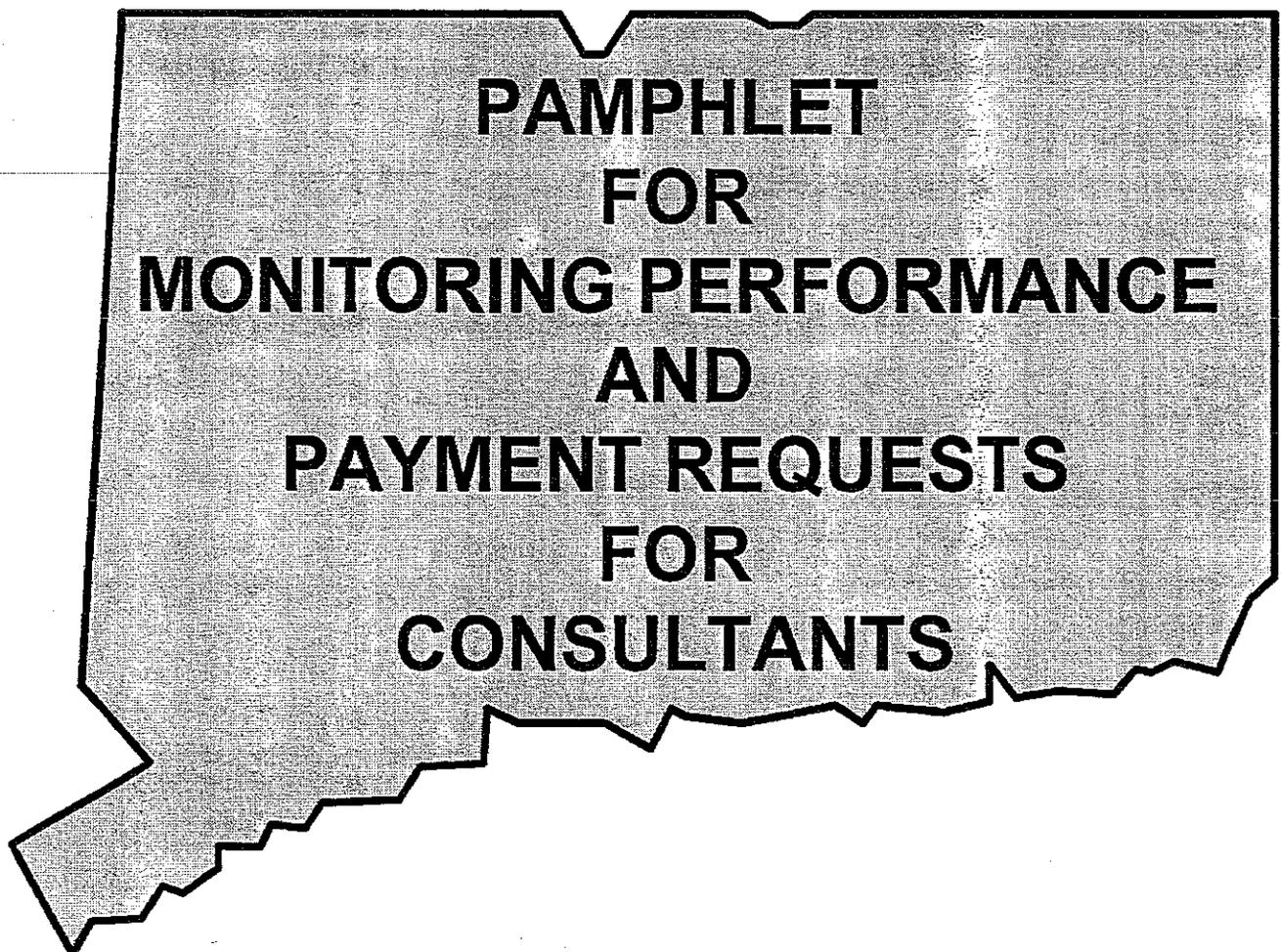


**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF
ENGINEERING & HIGHWAY
OPERATIONS**



OFFICE OF CONSTRUCTION

JUNE 1994

PAMPHLET
FOR
MONITORING PERFORMANCE AND PAYMENT REQUESTS FOR CONSULTANTS

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Introduction:

In the past the District Offices developed independent procedures for monitoring consultant agreements. This has led to problems with consultants and ConnDOT offices. The following pamphlet has been developed to standardize the following:

- Monitoring Procedures
- Preparation of CLA-3 for Cost reimbursement
- Review of CLA-3 submittal
- Spread sheets for tracking consultant expenditures

This pamphlet should be used by both the consultant and district office as a guide for preparing and processing consultant payment requests.

MONITORING PROCEDURES

DOT

SECTION I MONITORING PROCEDURE - DOT

This section outlines monitoring procedures and responsibilities of DOT in administering consultant assignments.

DOT shall assign a Project Engineer (P.E) who will be in direct control and general supervision of the consultant's activities. In addition, the District shall assign office personnel to assist P.E. The P.E. will monitor requests for payment, supplemental agreement and extra work to assure that adequate funds are maintained to pay the consultant for work performed. In addition the P.E. will monitor E.E.O. and DBE/SBE requirements, and overall performance of the consultant. Periodically the P.E. will evaluate the consultants performance.

The District is encouraged to involve the P.E. early in the consultant assignment process. The P.E. should assist in preparing the initial fee proposal, review proposed classifications and resumes, and be involved in fee negotiations. Involvement in this process will better enable the P.E. to address and resolve future problems that may arise during construction. It is very important that either the Engineer of Construction or the Assistant District Engineer also be present at all negotiation meetings to provide continuity and uniformity.

Once an Agreement is consummated and distributed to the District, the P.E. shall be given a copy for his/her use. The P.E. should review the document and become familiar with all requirements stipulated in the agreement for both the Consultant and State. If the P.E. does not understand any requirement listed in the agreement, he/she should inquire with appropriate personnel to obtain clarification.

During the course of an assignment the P.E. should monitor expenditures made by the consultant. The P.E. is to determine if these expenditure are reasonable. In addition, the P.E. should evaluate these expenditures to determine if a supplemental agreement or extra work is required. If the P.E. determines extra work or supplemental agreement is required, he/she shall start the initial process for approval. Once the approval process is initiated, the P.E. should make sure the process is progressing. The P.E. should obtain copies of all approved extra work and supplemental agreements.

In the agreement there will be E.E.O. requirements the consultant must adhere to through the life of the assignment. The P.E. should make sure the consultant is in good standing. The P.E. can do this by contacting Contract Compliance to make sure the consultant has a current Affirmative Action Plan and is up to date with required submissions. If the consultant is not in good standing, the P.E. should remind the consultant of his obligation to keep E.E.O. requirements current.

Some assignments will have DBE/SBE requirements. If there is a DBE/SBE requirement, the P.E. should monitor the expenditures to make sure the consultant is meeting his obligation. If, in the opinion of the P.E., the consultant is not meeting his obligation, the P.E. should remind him of his obligation. The P.E. will be responsible for evaluating the consultant's "Good Faith Effort" to meet DBE/SBE obligations should the consultant fail to meet goal.

Bi-monthly and semi-annually the P.E. will evaluate the performance of the consultant. These evaluations shall review administrative, procedural and technical abilities. Bi-monthly and semi-annual performance appraisals shall be performed in strict accordance with Construction Advisory 37-93 and the Connecticut Department of Transportation, Office of Construction, Consultant Evaluation Procedures.

In summary, the key person who will be responsible for monitoring a consultant assignment is the Project Engineer. The following is a list of things the P.E. will be responsible for doing:

1. Become involved in fee proposal and negotiations process.
2. Review resumes and wage rates.
3. Make sure consultant is authorized to start only after agreement is fully executed; unless agreement has been negotiated and Chief Engineer has authorized start prior to execution of agreement.
4. Understand and ensure consultant complies with terms of the agreement.
5. Monitor manpower needs for the assignment.
6. Monitor DBE/SBE requirements on monthly basis and advise the consultant when not meeting goal.
7. Monitor consultant's activity and performance. Prepare bi-monthly performance appraisals and discuss results with Resident Engineer.
8. Prepare semi-annual performance appraisals based on the results of the bi-monthly evaluations. Advise consultant of areas needing correction.
9. Advise consultant of deficiencies in performance of assignment as they occur.
10. Determine whether costs billed on an invoice are representative of work performed by consultant and subconsultant.
11. Make sure the review of invoices is completed and sent to Accounts Payable within 10 days from day it is logged in at District office.
12. Monitor expenditures of consultant, particularly items that have limiting amounts listed in the agreement.
13. Make sure payments do not exceed limiting amounts.
14. Determine when extra work or supplemental agreement is needed and prepare appropriate correspondence to begin approval process. (Track approval process to ensure timely response.)
15. Know what extra work and supplemental agreement requests have been approved and negotiated.

16. Make sure project is modified to cover increased fees negotiated for supplemental agreements. (Track approval process to ensure timely response.)
17. Make sure payment for additional work is not authorized until extra work has been approved and negotiations completed or supplemental agreement has been consummated and work orders approved.
18. Prepare correspondence to consultant.

**PREPARATION
OF
CONSULTANT
CLA-3 INVOICES**

SECTION II

PREPARATION OF CONSULTANT CLA-3 INVOICES

This section outlines the format in which CLA-3 invoices are to be submitted for both the Prime Consultant and Subconsultant. Attached at the back of this section are sample forms that should be used when submitting payment requests. They are:

- Invoice - Voucher for Goods or Services Rendered to the State of Connecticut (CLA-3)
- Invoice Summary
- Participating / Nonparticipating Payment Report
- Payroll Summary
- Request for Authorization of Paid Overtime Employees
- Summary Direct Non-Salary Costs
- Direct Non-Salary Cost Breakdown
- Daily Trip Report
- Report of Telephone Toll Calls
- Consulting Engineer Staffing and Costs

Invoice - Voucher for Goods or Services Rendered to the State of Connecticut (CLA-3): The CLA-3 should be filled out as shown on the sample form. On contracts with multiple projects all project numbers should be shown where State Project No. appears. Do not separate project billings on the CLA-3.

Invoice Summary: This form shall be included with all CLA-3 submittals. On contracts with multiple projects, a Invoice Summary will be needed for each project billed.

Participating / Nonparticipating Payment Report: This form is only required on federally funded projects in which nonparticipating costs have been identified, approved, and negotiated. On contracts with multiple projects, this form should be submitted only for projects that are federally funded and nonparticipating costs have been identified, approved and negotiated.

Payroll Summary: This form shall be attached to all CLA-3 submittals. In addition, appropriate time sheets (sample copy attached) must be submitted with this summary. On contracts with multiple projects, this form shall be submitted for each project billed.

Request for Authorization of Paid Overtime Employees: This form shall be included with all CLA-3 submittals in which reimbursement for overtime is requested. No reimbursement for overtime will be accepted unless this form is included and is signed by the State Project Engineer. On contracts with multiple projects, this form will be required for each project in which reimbursement for overtime is requested.

Summary Direct Non-Salary Costs: This form shall be included with all CLA-3 submittals in which reimbursement for direct costs are requested. On contracts with multiple projects, this form will be required for each project in which reimbursement for direct costs are requested.

Direct Non-Salary Cost Breakdown: This form shall be included with all CLA-3 submittals in which reimbursement for direct costs are requested. Legible receipts and appropriate backup materials must be attached to substantiate direct cost charges. Any questionable charges will be deducted. On contracts with multiple projects, this form will be required for each project in which reimbursement for direct costs are requested.

Daily Trip Report: This form must be attached to the Direct Non-Salary Cost Breakdown form if reimbursement for mileage is requested. On contracts with multiple projects, this form will be required for each project in which reimbursement for mileage is requested.

Report of Telephone Toll Calls: This form must be attached to the Direct Non-Salary Cost Breakdown form if reimbursement for toll calls are requested. Copies of appropriate telephone bills with toll calls charged highlighted must be included.

Consulting Engineering Staffing and Costs: This form should be attached to all CLA-3 submittals. On contracts with multiple projects, this form should be submitted for each project.

On contracts that include sub consultants, a package utilizing attached forms must be submitted for each sub consultant. No reimbursement for sub consultant fees will be made unless package is attached.

INVOICE - VOUCHER FOR GOODS OR SERVICES

RENDERED TO THE STATE OF CONNECTICUT

CLA-3 Rev. 6/92 (CO-17)
(302-05-0086)

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

50 930524

VENDOR: PLEASE COMPLETE ALL copies of this invoice and send to the above address.

(1) AGENCY NO. 5000	(2) BATCH NO.	(3) DOC. TYPE IN	(4) DOCUMENT NO. 50 930524	(5) DOCUMENT AMOUNT Fill In			
(6) DOCUMENT DATE	(7) RECEIPT DATE	(8) COM. NO.	(9) COM. TYP. 5000	(10) COM. AGCY.	(11) LIQ.	(12) RPT. TYPE	(13) VENDOR FEIN / SSN-SUFFIX Fill In

VENDOR / PAYEE: FIELDS 13 THROUGH 22 AND 37 THRU 40 ARE MANDATORY FOR PAYMENT

(14) PAYEE: PAYEE: Consultant Name ADDRESS: ADDRESS: Consultant Address CITY: STATE: ZIP CODE:	(15) CHECK ONE ARE YOU INCORPORATED? <input type="checkbox"/> YES <input type="checkbox"/> NO	(16) CHECK ONE ARE YOU A NON-PROFIT ORGANIZATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
---	---	--

(17) VENDOR BILLING INFORMATION - ONE LINE OF 32 CHARACTERS. (E.G. VENDOR INVOICE NUMBER; CLIENT NAME; DATE, ETC. FOR RECONCILIATION OF VENDORS ACCOUNTS RECEIVABLE.)

Consultant Billing Identification

(18) GIVE FULL DESCRIPTION OF GOODS AND / OR SERVICES COMPLETED	(19) QUANTITY	(20) UNITS	(21) UNIT PRICE	(22) AMOUNT
State Purchase Order No. _____ (only one per invoice) Construction Engineering and Inspection Services State Project No. _____ Invoice No. _____ Billing Period _____ to _____ Maximum Limiting Amount _____ Extra Work Amount _____ Total Gross Billed To Date: \$ _____ Less: Retainage Withheld (15% of Fixed Fee) \$ _____ Less: Total Paid To Date: \$ _____ TOTAL DUE THIS INVOICE				\$ _____

(23) FULL LIQ.	(24) COMM. LINE NO.	(25) EXPENDED AMOUNT	(26) AGCY.	(27) COST CENTER		(28) OBJECT	AGENCY TAIL			(32) F.Y.
				FUND	SID		(29) FUNCTION	(30) ACTIVITY	(31) EXTENSION	
			5000							

(33) AGENCY NAME AND ADDRESS STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION	(34) COMMODITIES RECEIVED OR SERVICES RENDERED - SIGNATURE
	(35) RECEIVING REPORT NO. (36) DATE(S) OF RECEIPT(S)

SHIPPING INFORMATION

(37) DATE SHIPPED	(38) FROM - CITY / STATE	(39) VIA - CARRIER	(40) F.O.B.
-------------------	--------------------------	--------------------	-------------

State Project No. _____
 Invoice No. _____
 Period Ending _____

INVOICE SUMMARY

	<u>Billed This Invoice</u>	<u>Billed To Date</u>	<u>Limiting Amt. per Agreement</u>	<u>Extra Work Amount Approved</u>
1. Field Payroll	\$ _____	\$ _____		
Field BF&O _____%	\$ _____	\$ _____		
_____ BF&O Adjustment	\$ _____	\$ _____		
2. Home Office Payroll	\$ _____	\$ _____		
Home Office BF&O _____%	\$ _____	\$ _____		
_____ BF&O Adjustment	\$ _____	\$ _____		
3. Principal (a)	\$ _____	\$ _____	\$ _____	\$ _____
4. Premium Time (a)(b)	\$ _____	\$ _____	\$ _____	\$ _____
5. Shift Differential (a)	\$ _____	\$ _____	\$ _____	\$ _____
6. Direct Costs (a)	\$ _____	\$ _____	\$ _____	\$ _____
7. Fixed Fee (a)(c)	\$ _____	\$ _____	\$ _____	\$ _____
8. Less Retainage	\$(_____)	\$(_____)		
9. Net Sub Consultant (list subs separately)				
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
10. Total	\$ _____	\$ _____		

Agreement Maximum Amount including Extra Work \$ _____

Agreement Maximum Amount excluding Extra Work \$ _____

Total Extra Work Amount Approved \$ _____

Balance Remaining in Agreement Maximum plus Approved Extra Work (d) \$ _____

(a) Amount Billed to Date can not exceed Limiting Amount per Agreement plus Extra Work Amount Approved.

(b) Attach State Overtime Sheet.

(c) Fixed Fee = Negotiated Fixed Fee / Total Months Negotiated.

(d) Balance Remaining = Agreement Maximum Amount excluding Extra Work + Total Extra Work Amount Approved - Total Billed to Date.

NOTE: Multiple Projects will require Separate Invoice Summaries

State Project No. _____
 Invoice No. _____
 Period Ending _____

Participating / Nonparticipating

PAYMENT REPORT

<u>Description</u>	<u>PARTICIPATING</u>	<u>NON-PARTICIPATING</u>
1) <u>Certified Payroll</u>		
A) Field - Regular Time	\$ _____	\$ _____
B) Field - Premium Time	\$ _____	\$ _____
C) Shift Differential	\$ _____	\$ _____
D) H. Office - Regular Time	\$ _____	\$ _____
E) Principal Time	\$ _____	\$ _____
2) <u>Burden, Fringe & Overhead (BF&O)</u>		
A) BF&O Rate X (Item 1A) Field	\$ _____	\$ _____
_____ BF&O Adjustment	\$ _____	\$ _____
B) BF&O Rate X (Item 1D) Home Office	\$ _____	\$ _____
_____ BF&O Adjustment	\$ _____	\$ _____
3) <u>Fixed Fee For Profit</u>		
Fixed Fee / Total Months	\$ _____	\$ _____
4) <u>Direct Non-Salary Costs</u>	\$ _____	\$ _____
Subtotal	\$ _____	\$ _____
Less Retainage (15% of Item 3)	\$ (_____)	\$ (_____)
Total Partial Payment Requested	\$ _____	\$ _____
Combined Total	\$ _____	

State Project No. _____
 Invoice No. _____
 Period Ending _____

Payroll Summary

Billing Period _____ to _____
 (Attach Appropriate Time Sheets)

1. Salaries

Field Office

<u>Employee</u>	<u>Classification</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

Home Office

_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

2. Premium Time

<u>Employee</u>	<u>Classification</u>	<u>Premium Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

3. Shift Differential

<u>Employee</u>	<u>Classification</u>	<u>Shift Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

4. Principal

<u>Employee</u>	<u>Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

I, _____, do hereby certify that during the period covered by this payroll, all personnel shown were gainfully employed in service for the State, and their classification, rate of pay, hours worked and amount earned is a true and accurate report.

Signed _____ (CE)

I, _____, have reviewed and approved the hours reflected herein.

Signed _____ (PE)

State Project No. _____
 Invoice No. _____
 Period Ending _____

Summary

Direct Non-Salary Costs

<u>DESCRIPTION</u>	<u>ESTIMATED BUDGET</u>	<u>THIS INVOICE</u>	<u>BILLED TO DATE</u>
*Personal Vehicle Mileage	\$ _____	\$ _____	\$ _____
*Company Vehicle Mileage	\$ _____	\$ _____	\$ _____
Total Mileage	\$ _____	\$ _____	\$ _____
Postage	\$ _____	\$ _____	\$ _____
Film and Developing	\$ _____	\$ _____	\$ _____
Toll Calls	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
Total Negotiated	\$ _____	\$ _____	\$ _____

*Project-Related Travel Only

State Project No. _____
 Invoice No. _____
 Period Ending _____

Direct Non-Salary Cost Breakdown

Appropriate Legible Receipts & Backup Required for all Direct Cost Charges

1. Personal Vehicle Mileage

<u>Name of Driver</u>	<u>Total Miles</u>		<u>Amount</u>
_____	_____	x 0.20 =	\$ _____
_____	_____	x 0.20 =	\$ _____
_____	_____	x 0.20 =	\$ _____
_____	_____	x 0.20 =	\$ _____
		Total =	\$ _____

2. Company Vehicle Mileage

<u>Name of Driver</u>	<u>Total Miles</u>		<u>Amount</u>
_____	_____	x 0.20 =	\$ _____
_____	_____	x 0.20 =	\$ _____
		Total =	\$ _____

3. Film & Developing

<u>Date</u>	<u>Description</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total	\$ _____

4. Postage

<u>Date</u>	<u>Description</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total	\$ _____

5. Toll Calls

<u>Date</u>	<u>Description</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
		\$ _____

Total Direct Costs Billed

\$ _____

**REVIEW
OF
CONSULTANT
INVOICES**

SECTION III

REVIEW OF CONSULTANT INVOICES (CLA-3)

General

1. A copy of agreement, supplements, extra work, negotiation notes, and quick reference sheet shall be kept on file in the District Office for use by staff reviewing invoices. This information shall also be provided to the Project Engineer for his/her use in overseeing consultant assignment.
2. Examiner or designated staff reviewer shall develop a Quick Reference Sheet highlighting agreement, supplement and approved extra work. This sheet will need to be updated each time a supplement is consumated, a new BF&O is obtained from approved audit, or extra work is approved and negotiated (do not update sheet if extra work has not been negotiated). The updated sheet shall be sent to the Project Engineer.

This sheet shall indicate the name of the consultant, approved subconsultants, State and Federal Project No.(s), funding source(s), Agreement No.(s), contract period, total maximum limiting amount including 10% extra work, maximum limiting amount excluding 10% extra work, amount allowed for extra work, and approved burden, fringe and overhead (BF&O) rates. Limiting amounts for payroll, BF&O, fixed fee, direct costs, etc. should be listed for both the consultant and subconsultant. (See Attachment - Quick Reference Sheet)

Review Procedures

1. When invoice is received at the District, the examiner or designated office reviewer will attach a Review Sheet to the package (copy attached) and will record the date received in the District in the appropriate space on the Review Sheet.
2. The invoice will then be given to the Project Engineer for his/her review and comment.
3. The Project Engineer shall review the invoice package and check the following:
 - Accuracy of Mileage Charges
 - Accuracy of Direct Cost Charges
 - Hours Worked Including Overtime and Approval of Overtime

If the Project Engineer finds major errors on the invoice, he/she should confer with his/her supervisor and together make a determination whether the invoice should be returned to the consultant for correction or if the District should make the correction and advise consultant of change.

3. (Continued)

PE shall send invoice back to consultant if authorized signatures are missing or if invoice is not signed by appropriate person. If there are problems with hours worked, mileage, direct costs or missing backup material the PE should contact the consultant by phone and request that additional information be provided to resolve problem. If the consultant is unable to furnish requested information within two(2) working days, the PE shall indicate on Review Sheet that the consultant did not provide information to substantiate discrepancies and note the dollar amount to minus out.

When the PE completes his/her review, any comments or errors should be noted in the comments section of the Review Sheet. The PE should then sign his name and date in the space designated on the Review Sheet. The PE will also sign his/her name and date in blocks numbered 34 and 36 on the CLA-3 form. The invoice package will then be forwarded to the examiner or designated office reviewer.

The PE review should be completed within three (3) to five (5) working days from receipt.

4. The examiner or designated office reviewer will then be responsible for checking the invoice for the following:
- comparing the invoice with copy of previous CLA-3 to verify continuing data
 - check invoice to be sure it is in compliance with terms of the agreement, supplements, and approved extra work claims
 - check employee salaries and titles to make sure approved rates and classifications are being used
 - check BF&O rates, fixed fees, and retainage
 - check math and computations
 - check if required backup material is provided and is legible
 - verify that submittals have authorized signatures
 - check if expenditures have exceeded 75% of contractual limiting amounts

Any discrepancies found by the examiner or designated office reviewer should be listed on the review sheet along with the PE's comments. It is also very important that the examiner or designated office reviewer indicate on the Review Sheet if any expenditures exceed 75% of the contractual limiting amount. The examiner or designated office reviewer should then sign their name in the Reviewed By block and fill in the Date Reviewed. If any expenditures exceed 75% of the contractual limiting amount, the PE should be alerted and appropriate action taken if necessary.

5. The Examiner or designated office reviewer shall make corrections to the invoice, code for payment, record on consultant spread sheet, sign name in coded by block, sign name in reviewed by block, enter date reviewed, and forward original invoice package to Accounts Payable for payment. The date the invoice was forwarded to Accounts Payable should be entered in the appropriate space on the Review Sheet. The Review Sheet should be then be attached to a complete copy of the invoice package detailing any corrections made to the invoice. If corrections have been necessary, this package will then be given back to the PE who will be responsible for writing the necessary correspondence notifying the consultant of the changes. If no corrections are necessary, the package can be filed.

Summary: An invoice for consultant services should be reviewed, corrected, signed off and transmitted to Accounts Payable within an eight (8) to ten (10) working day period from the date invoice is logged in at District Office. The PE review should be completed within three (3) to five (5) working days. The review, correction, and coding of invoice by the Examiner or Designated Office Reviewer should be completed within three (3) to five (5) working days.

Note: If an invoice is not transmitted to Accounts Payable within ten (10) working days from date invoice is logged in at District, the Office of Construction shall be notified and informed of the reasons for the delay.

Quick Reference Sheet

Consultant: _____

State Project: _____

Sub Consultant: _____

Original Agreement No. _____

Date: _____

Contract Period: _____

Limiting Amount of Original Agreement: \$ _____

10% Extra Work: \$ _____

Total Maximum Limiting Amount plus 10% Extra Work: \$ _____

List of Approved Extra Work:

Date	Amount	Reason
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

List of Supplemental Agreements:

Date	Agreement No.	Limiting Amount	10% Extra Work	Max. Limiting Amount
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____

Prime Consultant
Maximum Limits

Sub Consultant
Maximum Limits

Home Office Operations (HOO): \$ _____

\$ _____

Field Office Operations (FOO): \$ _____

\$ _____

Fixed Fee for Profit for HOO: \$ _____

\$ _____

Fixed Fee for Profit for FOO: \$ _____

\$ _____

Direct Costs: \$ _____

\$ _____

Premium Overtime: \$ _____

\$ _____

Shift Differential: \$ _____

\$ _____

BF&O Rate: _____ % (_____)

_____ % (_____)

_____ % (_____)

_____ % (_____)

_____ % (_____)

_____ % (_____)

_____ % (_____)

_____ % (_____)

Retainage to be held: 15% of Fixed Fee

Maximum hourly rates of pay shall be subject to renegotiation should the work required under this Agreement not be completed by _____.

State of Connecticut
Department of Transportation
Bureau of Engineering and Highway Operations

Review Sheet
for
Invoice Submitted by Consultant

Project No. _____ Consultant _____
Invoice No. _____ Sub Consultant _____
Date invoice logged in at District _____
Date invoice forwarded to Accounts Payable _____

List of Errors found on invoice (use back of sheet if required)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List of Items with insufficient backup (use back of sheet if required)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

List of Expenditures that exceed 75% of contractual limiting amount

_____	_____
_____	_____
_____	_____

Is Supplement or Extra Work Required? Yes _____ No _____

Checked and Reviewed By: _____ Date: _____
Project Engineer

Checked and Reviewed By: _____ Date: _____
Examiner or Designated Office Person

Changes incorporated to invoice by: _____ Date: _____

SPREAD SHEETS

SECTION IV
SPREAD SHEETS

Attached to this section are printouts of spread sheets that are to be utilized in tracking consultant expenditures. Each district has been provided with a copy of the spread sheets in LOTUS format. Once a CLA-3 has been reviewed, corrected and accepted it shall be entered on the spread sheet by the examiner or designated office reviewer.

DIRECT COST GUIDELINES FOR CONSULTANT BRIDGE PAINTING PROJECTS (10/94)
Monitoring Performance and Payment Requests for Consultants - Appendix A

Examples of Allowable Direct Costs

1. Toll Calls (Project Related Only)
2. Subsistence for Resident/Chief Insp. and/or One Key Field Person (Applies to Out-of-State firms Only)
 - a. Short-term (1 to 30 days)
Travel Expenses According to OPM Regulations
 - b. Long-term (over 30 days)
Monthly Rental of House or Apartment (Not to exceed negotiated rate - minimum of 3 quotes required).

One Round Trip Airfare (Coach)

3. Mileage - Only on-the-job (project related) mileage - 20 cents per mile
4. Specialized Testing Services
5. Reproduction, Developing and Film
6. Special Equipment Rental (Not Tools of the Trade)
7. Diving Services

Examples of Unallowable Direct Costs

1. Tools of the Trade (Such as, but not limited to: Safety Equipment, i.e., Hard Hats, Safety Lanyards and Harnesses, Prescription Safety Glasses/Goggles, Binoculars, Hearing Protection, Footwear, MSA Half-mask, Negative Pressure Respirators with HEPA filter cartridges, Life Vests (for work over water), Orange Traffic Vests, Protective Clothing; Inspection Equipment, i.e., Thermometers, Visual Surface Preparation Standards, Wet and Dry Film Thickness Gages, Routine Adhesion Testing Equipment, and Low Voltage Holiday Detectors, Surface Profile Measuring Equipment, Viscosity Measuring Equipment (If any question, contact Office of Construction for further clarification.)
2. Miscellaneous Office Supplies
3. Radios and Communication Equipment
4. Beepers
5. Survey Equipment
6. Nuclear Density Equipment
7. Office Furniture & Equipment (Typewriters, Fax Machines, Etc.)
8. Copiers

Page 2 - DIRECT COSTS GUIDELINES FOR BRIDGE PAINTING PROJECTS

Examples of Allowable Direct Costs

Examples of Unallowable Direct Costs

9. Personal Computers
10. Utility Bills
11. Cameras
12. Gas and Oil
13. Vehicle Rental or Purchase
14. Vehicle Insurance, Registration, Property Taxes, and Maintenance
15. Laboratory & Field Equipment
16. Any Medical Examinations and/or Medical Testing
17. Office Rental
18. Training including what is required by Lead Health Protection Program

Contact the Office of Construction:

- A. If there are questions whether or not an item is allowable or unallowable under direct costs.
- B. If you need to make a determination whether or not a consultant should be considered out-of-state.

NOTE: OTHER ALLOWABLE PAYROLL COSTS, WITH NO BURDEN, FRINGE AND OVERHEAD ADDITIVES, SUCH AS SHIFT DIFFERENTIAL AND HAZARDOUS DUTY PAY WILL BE ACCORDING TO THE CONSULTANT'S WRITTEN COMPANY POLICY AT TIME OF ORIGINAL NEGOTIATIONS.

subject Appendix "B" - Pamphlet for
Monitoring Performance and
Payment Requests for
Consultants

date April 5, 1995

MEMORANDUM

to Leon M. Alford
Michael E. Lavallee
Joseph DeMarco
Wayne W. Blair

from Arthur W. Gruhn
Construction Administrator
Bureau of Engineering and
Highway Operations

Please attach this memo to the "Pamphlet for Monitoring Performance and Payment Requests as Appendix "B".

When hiring consultant personnel be sure that the minimum requirements necessary for each position are being met and are current. Many positions require specific credentials. Prior to assigning any personnel to the project, the Consultant is required to submit to the District Engineer for approval: Name, Position, Proposed rate of compensation, evidence of NICET certification and other credentials, as well as a resume of background and experience. It is the District's responsibility to make sure the proper documentation is on file for all consultant personnel.

Refer to the "Information Pamphlet for Contracting Engineers Performing Construction Engineering and Inspection" for specific requirements for key positions such as: Resident Engineer, Chief Inspector, Assistant Chief Inspector, Senior Inspector, Office Engineer, and Survey Party Chief. This "Pamphlet" also states that all inspection personnel employed by the Contracting Engineer shall be certified by the National Institute of Engineering Technicians (NICET) at Level 1 or above, possess a Bachelor's Degree in Civil or Construction Engineering, Professional Engineer's License, or Engineer in Training.

Please make sure your District is following these procedures and has maintained the proper documentation on file for each consultant employee.

Marilyn J. Alford

cc: Arthur W. Gruhn - L. Brian Castler - Marilyn J. Alford *ASK*
Fred P. Monteleone
Dennis J. Purcell
Charles Panteleakos
Paul H. Breen
Peter L. Curcio
Robbin L. Cabelus
William A. Colacrai
Robert P. Pettinicchi
0405M001

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

subject Revision to Appendix "C"
Pamphlet for Monitoring
Performance and Payment
Requests for Consultants

MEMORANDUM

date August 24, 1995

to Leon M. Alford
Michael E. Lavallee
Joseph DeMarco
Wayne W. Blair

from Arthur W. Gruhn
Construction Administrator
Bureau of Engineering and
Highway Operations

Because of the Fair Labor Standards Act FLSA, Title 29, Part 778, CFR, which requires shift differential be included as part of the hourly rate when computing overtime pay, it is necessary to revise Item 3, Appendix "C" - Pamphlet for Monitoring Performance and Payment Requests for Consultants.

The Fair Labor Standards Act requires that shift differential and overtime pay be calculated based on an employee's regular rate of pay. Regular rate of pay is defined under FLSA as total payroll before overtime divided by number of hours worked. It also requires that overtime be compensated at one and one-half times an employee's regular rate of pay.

Example:

Employee earns \$11.00 per hour (\$10 per hr. plus \$1 shift diff.)
Regular Rate of Pay = $40 \times \$11$ (\$440) divided by 40, or \$11.00 per hour.

If overtime were worked by an employee earning \$10.00 per hr. plus \$1.00 per hr. shift differential, federal regulations would require us to compensate the employee at $\$11.00 + \$5.50 = \$16.50$ per hour for each overtime hour.

A shift differential, no greater than the amount which is allowed in the current P4 contract, will be permitted. Shift differential shall only be paid to employees assigned to a shift where the employee's tour of duty begins after 2:00 P.M. or before 6:00 A.M. This would only apply if the consultant company written policy, submitted to the Department at the assignment meeting, provides shift differential for its employees. Shift differential can only be paid if it is negotiated and made part of the agreement. If, after the original agreement is negotiated, anticipated construction schedules change, shift differential could be added if the consultant's written policy includes such payments and the above criteria is met. This could be accomplished via a supplemental agreement.

Any questions should be directed to Marilyn Alford at 594-2674.

Marilyn J. Alford

cc: Arthur W. Gruhn - L. Brian Castler - Marilyn J. Alford
William P. Scholl - Gerald F. Dobek
Joseph Santaniello - Gary Belina
Fred P. Monteleone
Dennis J. Purcell
Charles Panteleakos
Paul H. Breen
Peter L. Curcio
Robbin L. Cabelus
William A. Colacrai
Robert P. Pettinicchi

MEMORANDUM

date May 18, 1995

to	from
Leon M. Alford Michael E. Lavallee Joseph DeMarco Wayne W. Blair	Arthur W. Gruhn Construction Administrator Bureau of Engineering and Highway Operations

Please attach this memo to the "Pamphlet for Monitoring Performance and Payment Requests" as Appendix "C".

Concerns involving the following areas in the process of negotiations of Consultant Engineering and Inspection Agreements have been reported to the Office of Construction. The following are clarifications of State Regulations and the Office of Construction's policy.

1. If a consultant is required to perform nuclear density testing, but does not have the required license, the consultant may utilize a testing laboratory to provide the density testing. In this case, the density testing shall be considered a direct cost and will only be considered if the consultant can establish that there is no increased cost to the State. When the consulting engineer proposes to contract for density testing and is approved by the State, in advance, they shall use the following method:
 - a. Contact a sufficient number of firms to assure that bids are made on a fully competitive basis and that at least three bids are received.
 - b. If any part of the density testing work is contracted, the consultant engineer is not relieved of any responsibility in connection therewith.

2. On smaller projects, survey work should be performed by District survey personnel whenever possible. On projects which require a substantial effort (general guide - projects greater than \$10,000,000) survey services may be provided by the prime consultant or a subconsultant.

TO: District Engineers
FROM: Arthur W. Gruhn
DATE: May 18, 1995

-2-

Appendix "C" - Pamphlet for
Monitoring Performance and
Payment Requests for
Consultants

3. Shift differential will be honored if it is part of the Consultant company's policy at the time of negotiations. Shift differential will only be applied to the straight-time portion of the employees hours. Overtime work, when authorized by the State, shall be paid for by the State at "straight-time" rates except when otherwise required by law or regulation or when otherwise approved by the State. Refer to section 31-76c of the State Statutes. As a general rule, any shift differential paid would be for hours compensated on a straight-time basis, and not for any time and one-half hours. Hours approved for overtime would be compensated at a rate of time and one-half only; this includes Saturdays, Sundays, and holidays etc. after 40 hours.

Example: 50 hours a week at night
(40 hours straight time,
10 hours overtime at time and one-half)
Shift differential percentage will only
be applied to the 40 hours straight time.

4. Since the actual salary consultants pay their employees is not always the same as the amount which is reimbursable by the State, the payroll summary page in the pamphlet should be revised to billable hourly rate with a notation that the employee receives more than the billable hourly rate reimbursable by the State. A sample summary page is attached with changes circled.

Any questions concerning these policies and regulations should be addressed to Marilyn Alford. Compliance is required by all Districts.

Marilyn J. Alford

MJ
~~cc: Arthur W. Gruhn - L. Brian Castler - Marilyn J. Alford~~

Fred P. Monteleone
Dennis J. Purcell
Charles Panteleakos
Paul H. Breen
Peter L. Curcio
Robbin L. Cabelus
William A. Colacrai
Robert P. Pettinicchi
File - Appen-C

State Project No. _____
 Invoice No. _____
 Period Ending _____

Payroll Summary

Billing Period _____ to _____
 (Attach Appropriate Time Sheets)

1. Salaries

Field Office

<u>Employee</u>	<u>Classification</u>	<u>Billable Hourly Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
* John Jones		\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

Home Office

_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

2. Premium Time

<u>Employee</u>	<u>Classification</u>	<u>Premium Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

3. Shift Differential

<u>Employee</u>	<u>Classification</u>	<u>Shift Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
_____	_____	\$ _____	_____	\$ _____	\$ _____
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

4. Principal

<u>Employee</u>	<u>Classification</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>	<u>Total To Date</u>
_____	_____	\$ _____	_____	\$ _____	\$ _____
Total				\$ _____	\$ _____

I, _____, do hereby certify that during the period covered by this payroll, all personnel shown were gainfully employed in service for the State, and their classification, rate of pay, hours worked and amount earned is a true and accurate report.

Signed _____ (CE)

I, _____, have reviewed and approved the hours reflected herein.

Signed _____ (PE)

* Employee is compensated at a rate which is higher than the billable hourly rate which is reimbursable by the State.

ARTICLE 16 HOURS OF WORK

Section One. The standard work week of all full-time employees shall be thirty-five (35) hours and five (5) days, normally Monday through Friday with regular starting and ending time between the hours of 7:00 A.M. to 5:00 P.M. for field personnel and 8:00 A.M. to 4:30 P.M. for office personnel, including a half-hour unpaid meal period.

A non-standard work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal-times over a specific time period.

An unscheduled work week for full-time employees shall be an average of thirty-five (35) hours per week exclusive of meal times with the starting and ending time and the number of days determined by the requirements of the position.

Current standard schedules and schedules which vary from the standard work week shall remain in effect until varied by the appointing authority. The establishment of non-standard or unscheduled work weeks or work schedules shall be made only to meet changing agency operational needs and only after advance approval by the Commissioner of Administrative Services, prior consultation with the Union and not less than two (2) weeks advance notice to affect employees, except when: (a) the standard work week is being established; or (b) an emergency situation exists.

For such exception, notification and/or consultation shall be made as soon as practicable. As soon as the emergency is alleviated, the employee shall revert to his/her regular schedule.

Employees who are temporarily (defined as the duration of the assignment or project, but not more than six (6) months, assigned to work schedule different from the standard work schedule shall receive a premium of twenty percent (20%) of their straight time pay for all hours worked which are different from the standard schedule, or, shall be paid time and one-half in conformity with the requirements for overtime specified in the overtime article. The above is meant to apply to situations such as, but not limited to, Arrigoni Bridge or the Truck Weight Study but are not meant to apply to the Slattery case or Article 17, Sec-

tion Five. Employees receiving this premium shall not be eligible to receive shift differential as provided for in Section Two.

The employer has the right to establish permanent bona fide second and third shifts. In the exercise of that right, the employer shall make every effort to staff those shifts with qualified volunteers. The establishment of permanent shifts is subject to the requirements and standards of paragraph 4 regarding changing agency operational needs, advance approval by the Commissioner of Administrative Services, prior consultation with the Union, and the requirement with respect to two (2) weeks advance notice to affected employees.

Section Two. A shift differential of sixty (60) cents per hour shall be paid to all employees whose regularly assigned shift or tour of duty begins after 2:00 p.m. or before 6:00 a.m., except that any employee whose salary is above the equivalent of Salary Group 23, Step 7, shall not be eligible for such differential. Notwithstanding this provision, employees in the classifications of Computer Operations Supervisor 1 and 2 shall be eligible for shift differential payment.

Effective July 1, 1993, the shift differential shall be increased to sixty-five (65) cents per hour.

Section Three. Weekend Differential. (a) For purposes of this article, a weekend is defined as the forty-eight (48) hour period beginning at 11:00 p.m. on Friday night and ending at 11:00 p.m. on Sunday night.

(b) Weekend differential shall be paid for working a full shift with a majority of shift hours falling on the weekend.

(c) Weekend differential shall be paid only for employees working in seven (7) day operations and only for hours worked and not while such an employee is on leave of any nature.

(d) The rate for weekend differential is thirty-five (35) cents per hour. Effective July 1, 1993 the rate shall be increased to forty (40) cents per hour.

Section Four. The parties have agreed on job-sharing guidelines.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

subject Appendix "D" Pamphlet for
Monitoring Performance and
Payment Requests for Consulta

MEMORANDUM

date June 12, 1995

to

Leon M. Alford
Michael E. Lavallee
Joseph DeMarco
Wayne W. Blair

from

Arthur W. Gruhn
Construction Administrator
Bureau of Engineering and
Highway Operations

Construction Advisory 15-95, 1391-B form for consultant engineering firms providing construction engineering and inspection services (copy attached) should be included in the Pamphlet for Monitoring Performance and Payment Requests for Consultants as "Appendix D."

Please be sure your District distributes this appendix to all consultant engineering firms with on-going projects.

Attachment

Marilyn J. Alford

cc: *M*
Arthur W. Gruhn - L. Brian Castler - Marilyn J. Alford
Fred P. Monteleone
Dennis J. Purcell
Charles Panteleakos
Paul H. Breen
Peter L. Curcio
Robbin L. Cabelus
William A. Colacrai
Robert P. Pettinicchi
0612M001

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

subject: Construction Advisory 15-95
1391-B Form for Consul
Engineering Firms Providing
Construction Engr./Insp. Serv

m e m o r a n d u m

date: June 2, 1995

to: Messrs. Leon M. Alford - District I
Michael E. Lavallee - District II
Joseph DeMarco - District III
Wayne W. Blair - District IV

from: L. Brian Castler
Manager of Construction Operati
Bureau of Engineering and
Highway Operations

It has come to our attention that 1391-B Forms are not being submitted by consulting engineering firms providing construction engineering/inspection services. The Connecticut Required Contract/Agreement Provisions, Article 10.D.(2) requires that the 1391-B be submitted monthly. Attached for dissemination to project engineers and consultants is a copy of the 1391-B form. A lotus file is available to create this form and can be obtained by contacting James Paul.

This form is to be completed monthly by consultants and subconsultants, and submitted to the District Engineer and Office of Contract Compliance. In addition, the consultant/subconsultant is to attach documentation of "good faith efforts" to meet required minority and women goals if any new hires are listed on the form. This documentation should include proof that the consultant/subconsultant contacted sources likely to yield minority and/or women candidates if the goals are not being met.

The goals for the utilization of females and minorities for consultants providing construction engineering and inspection services are the same as those specified for contractors. The goals for the consultant can be found in the contractor's contract in the Connecticut Required Contract Provision Standard Federal Equal Employment Opportunity Construction Contract Specification (Executive Order 11246). The goal for the utilization of females is always 6.9%, and the goal for the utilization of minorities varies depending on the location of the work.

If you have any questions about the 1391-B Form or goals for the utilization of minorities and/or females contact James Paul at 594-2673.

James V. Paul

cc: Arthur W. Gruhn - L. Brian Castler

Cynthia Cooper
Charles E. Dougan
Fred P. Monteleone
Dennis J. Purcell
Charles Panteleakos
Paul Breen
Peter Curcio
Robert L. Eissler
William A. Colacrai-Robbin Cabelus-Robert Pettinicchi
George Bagdasarian
James V. Paul
Joseph Bouchey
Lynn Szkoda
Bergstralh-Shaw-Newman, Inc.

