

INSTRUCTIONS FOR PROVIDING PROFESSIONAL CONSULTING SERVICES



Prepared by:

Engineering Services and Internal Review

May 2014

CONTENTS

INTRODUCTION	1
I. AUDIT EVALUATION	2
II. PERFORMANCE AND POST-PERFORMANCE AUDITS	3
III. DRAFT AGREEMENT	4
A. PRE-PROPOSAL CONFERENCE (Scoping Meeting).....	4
B. WRITING OF DRAFT AGREEMENT	5
IV. ON-SITE INSPECTION	5
V. COST PROPOSAL	5
A. SUMMARY OF ESTIMATED COSTS	6
B. SUPPORTIVE DATA.....	9
VI. BASIS OF COMPENSATION	11
A. COST-NOT-TO-EXCEED	11
B. UNIT OF WORK PAYMENT	12
C. LUMP SUM	12
D. SPECIAL RATES FOR COMPENSATION	12
VII. SUBCONSULTANTS	12
VIII. PROPOSAL SUBMITTAL	13
IX. EXECUTION OF THE AGREEMENT	13
X. PROGRESS PAYMENTS	14
XI. CHANGE ORDERS	15
XII. PERFORMANCE APPRAISALS	15
XIII. CORPORATE REGISTRATION	15
APPENDIX A: EXAMPLE CONTRACT EXECUTION	16
APPENDIX B: EXAMPLE COST PROPOSALS	19
APPENDIX C: WYDOT BILLING INSTRUCTIONS	30

INTRODUCTION

These instructions have been prepared by the Wyoming Department of Transportation (WYDOT) Engineering Services and Internal Review sections, and set forth the policies and guidelines for the pre-negotiation audit process, as well as the preparation of professional service agreements, cost proposals, and billing documents. Overhead charges, direct labor costs, direct non-labor costs, facilities capital cost of money (FCCM) and profit shall be established and justified in accordance with the instructions and Appendix B.

Compliance with these instructions and references is required in order to establish and justify fees and prepare consulting agreements. These instructions may not be inclusive of all requirements and it is the consultant's responsibility to be aware of and observe applicable State or Federal laws, rules or regulations to include the Federal Highway Administration's (FHWA) 23 CFR 172 "Administration of Engineering and Design Related Service Contracts" and 48 CFR 31 "Contract Cost Principles."

Whenever the word "consultant" is used in these instructions, it will be understood to mean engineering firms, architectural firms, surveying firms, educational institutions, and other firms or individuals engaged in providing consulting or other professional services to the Wyoming Department of Transportation.

I. AUDIT EVALUATION

If a project is considered non-architectural/engineering or is less than \$50,000, then Engineering Services can negotiate billing rates without Internal Review conducting an audit. However, a pre-negotiation audit may be required if specifically requested by Engineering Services.

If the project is considered architectural or engineering (A/E) and the fee for services is greater than or equal to \$50,000, but less than \$250,000, then the consultant will be required to complete an American Association of State Highway and Transportation Officials (AASHTO) Internal Control Questionnaire (ICQ) which can be found at audit.transportation.org. A risk assessment will be conducted by Internal Review using the following criteria:

- a. Firm's revenues
- b. Number of employees
- c. Stable staffing/turnover/new employees
- d. Does the firm have an adequate accounting system?
- e. Prior audit type in the last two years
- f. Prior contract types in the last two years (firm's experience)
- g. Current proposed contract amount
- h. Is a Certified Public Accountant (CPA) overhead audit available?
- i. Does the firm require a cognizant audit from Wyoming for use in another state?

From the risk assessment, Internal Review will determine which of the following audits needs to be conducted:

- a. **Billing Rate Analysis:** Internal Review or Engineering Services will obtain copies of the firm's certified payroll and complete an analysis to determine if their proposed overhead rate is reasonable. A memo will be issued to the consultant and the appropriate WYDOT personnel with the results of the analysis.
- b. **Cognizant Audit (from another state):** Internal Review will obtain a copy of the ICQ, cognizant letter and overhead rate from the cognizant state. Such audit work may be performed by home-state auditors, a federal audit agency, a CPA firm, or a non-home-state auditor designated by the home-state auditor. Internal Review will issue a memo to the consultant and the appropriate WYDOT personnel accepting the cognizant rate.
- c. **CPA Overhead Audit:** Internal Review will determine if a CPA audit is required or has already been conducted. When a CPA audit is conducted, Internal Review

will utilize the CPA Work Paper Review Program per the AASHTO Uniform Audit and Accounting Guide which can be found at audit.transportation.org. Internal Review may choose to use this program to conduct an in-depth review or determine that the rate will be accepted without an in-depth review. Internal Review will issue reports and memos to the consultant and the appropriate WYDOT personnel.

- d. Overhead Audit (conducted by Internal Review): Internal Review will either conduct an overhead audit per the AASHTO Uniform Audit and Accounting Guide or accept the rate without an in-depth review. Internal Review will issue reports and memos to the consultant and the appropriate WYDOT personnel.

If the A/E project is greater than or equal to \$250,000, an overhead audit from a certified public accountant is required.

Consultants or subconsultants who have had a WYDOT-approved audit within the last two years shall use the approved multiplier or billing rates on all new agreements unless agreed to by both parties to use other rates. The above thresholds do not have an effect on whether or not the established rates should be used.

Internal Review will contact consultants as necessary to ask preliminary questions pertinent to the risk assessment. Once notified by Internal Review, the necessary documents should be prepared and submitted as early as possible to allow sufficient time to schedule and complete the audit prior to contract negotiations. Documentation required includes the completion of the AASHTO ICQ. Receipt of this documentation along with any additional requested support will expedite the audit process.

II. **PERFORMANCE AND POST-PERFORMANCE AUDITS**

Consultants are subject to an audit during performance and/or a post-performance audit if such an audit is requested of Internal Review or based on an annual risk assessment. All records relative to the project are subject to audit including the assessment of the consultant's overall accounting and internal control systems. Any amounts found to be unsupported will be questioned and may be subject to refund to WYDOT.

Proper accounting of payment requests submitted to WYDOT is required. At a minimum, records must be retained for three years after the close of the agreement and provide the following:

- a. Time logs/sheets supported by detailed information: the specific work procedures being billed, amount of time to perform, the day it was performed, by whom it was performed and identification of the WYDOT project.
- b. Claimed expenses supported by source documentation, itemized receipts, identified to person incurring the expense, and logged documentation clearly and directly traceable to the project (identified on a source document). Example: phone calls claimed shall be identified directly on a phone bill, calls claimed and the project charged.
- c. Invoices separated by phase and/or project captions, with direct charges from consultant distinguished from charges incurred through subconsultants, charges for labor separate from expenses, etc. (see examples on pages 37 - 43).
- d. Subconsultant charges are subject to the same documentation requirements and supporting documentation should be available upon request.
- e. Travel costs should be documented as follows: date and place, purpose of trip, name(s) of person(s) on trip, and airline cost justification (per FAR 31.205-46(a)(7)).
- f. Transactions included in the financial records require proper documentation and approvals.

III. **DRAFT AGREEMENT**

The development of the project agreement may vary from project to project depending upon the type of work, complexity, understanding of the work by the consultant, etc. The most typical course used to develop agreements is as follows:

A. **PRE-PROPOSAL CONFERENCE** (Scoping Meeting)

A pre-proposal conference in the form of a scoping meeting will be held to acquaint the consultant with the proposed scope of services and allow WYDOT personnel an opportunity to determine the consultant's availability, professional capabilities, and willingness to undertake the work. The intent of the scoping meeting is to allow all parties to the agreement an opportunity to discuss the scope of work, so a clear understanding is obtained prior to finalizing the scope of work and the fee proposal.

The consultant will be apprized of standards, technical requirements, administrative controls, and third party approval agencies (i.e., cities, counties, FHWA, railroad companies, irrigation companies, etc.). Final selection of the consultant is subject to the negotiation of a satisfactory agreement and WYDOT assumes no obligation to the consultant until an agreement is executed (see Section IX, EXECUTION OF THE AGREEMENT, page 13).

B. WRITING OF DRAFT AGREEMENT

Following the scoping meeting, WYDOT will prepare and review internally a draft agreement that sets forth and defines the scope of services to be provided and the applicable standards to be used.

IV. ON-SITE INSPECTION

Prior to submittal of the cost proposal, it is recommended that the consultant review and inspect the job site as needed. However, expenses incurred for the inspection are not billable since it would be done prior to the agreement authorization to proceed. The consultant may request WYDOT's representative accompany him/her to the site.

V. COST PROPOSAL

Based on the scoping meeting, draft agreement, and on-site inspection, the consultant shall prepare a cost proposal with supportive data. The proposal shall include, as a minimum, the following information:

- a. A cost proposal transmittal letter; this should include any assumptions made regarding the scope of work and scope clarifications the consultant deems necessary and an explanation justifying the proposed percent profit, if applicable.
- b. Signature page
- c. SUMMARY OF ESTIMATED COSTS (worksheet)
- d. DIRECT LABOR COST SUPPORT (worksheet)
- e. HOURLY BILLING RATE TABLE (worksheet)
- f. REIMBURSABLE EXPENSES BILLING RATES
- g. Subconsultant cost proposals, if any, listing the name of each subconsultant and a statement of the work to be performed by each subconsultant
- h. Supportive data

The information shall be presented in the form of Appendix B, Example Cost Proposals (see pages 19 - 29), and as described below. The text shown in red and with brackets [] in the appendix is explanatory only and should NOT be included in the cost proposal

submitted to WYDOT. Engineering Services must approve variations of this format prior to use by the consultant.

For master agreements, only items a, b, e and f above are required.

A. SUMMARY OF ESTIMATED COSTS

The project SUMMARY OF ESTIMATED COSTS (pages 20 and 26) shall include the following components:

Direct Labor Cost. Include costs for productive time that will be spent on salaries and wages of employees working **directly** on the project. General supervisors or personnel who are responsible for more than one project may include only the productive time spent directly on the project.

Costs for executives of the firm may only be included in the Direct Labor Cost provided that the costs shall be for productive work on the project.

General and administrative costs included in the overhead rate should not be included as direct labor (i.e., costs for processing invoices, fee proposal preparation, costs incurred prior to authorization to proceed, change order negotiations, in-house copies/prints, etc.).

The Direct Labor Cost should be split according to the separate phases of work (i.e., design phase versus construction phase) and/or individual projects within a contract that need to be identified as individual cost units.

The dividing point between the design phase and construction phase of a project, if split, shall be the award date of the construction project. All activities done prior to the award of a construction contract such as design, advertising, pre-bid meetings, addendums, bid openings and bid analysis shall be considered design phase activities. All activities done after the award such as the pre-construction meeting and construction administration shall be considered construction phase activities.

WYDOT does not always split the design and construction phase activities, depending on the type of agreement and the total cost of the contract. If these activities are to be split, it will be specifically stated in the FEES AND PAYMENT section of the agreement.

Within each phase and/or project, the Direct Labor Cost should be summarized in various general categories such as roadway design, bridge design, land survey, other, etc.

Adjusted Direct Labor Cost. Includes the firm's overhead operating costs, if applicable. These costs shall be included as the DIRECT LABOR SUBTOTAL for the project times the Direct Labor Multiplier. If a firm uses billing rates, this amount should already be built into the billing rates and, therefore, will already be in the Direct Labor Cost.

Fixed Fee Profit. Profit for the project expressed as a percent of the Adjusted Direct Labor Cost, if applicable. If a firm uses billing rates, this amount should already be built into the billing rates and, therefore, will already be in the Direct Labor Cost and will not be considered separately.

Profit is a negotiable item which will be established based upon specific project factors including complexity of the work to be performed, the risks borne by the consultant, the expected duration of the contract, and the monetary size of the contract. Other factors may be considered when deemed applicable. These factors are defined as follows:

Complexity - includes design complexity of the project, management complexity associated with subconsultants, public involvement, and other factors. Profit will increase with increased complexity.

Risk - is associated with project items which are not always within the control of the consultant and includes control of the project schedule, whether or not programmed employees will remain busy throughout the duration of the project, and the potential for unknown factors to occur on the project. Risk will increase as the consultant's potential for control decreases and, therefore, profit will increase with increased risk.

Duration - is the anticipated time to complete the project and may justify more or less profit, depending on the specific circumstances of the project. Typically, a longer duration should require less profit unless there are special requirements such as an accelerated schedule.

Monetary Size - is the anticipated cost to complete the project. A higher cost may allow less profit.

When submitting the COST PROPOSAL for a project, the consultant shall include a paragraph identifying the factors which were considered and their justification of the proposed profit.

The negotiated profit will be considered a fixed fee which is paid in full, regardless of the actual expenses incurred by the consultant. For example, if the negotiated adjusted direct labor is \$100,000 and the negotiated fixed fee is 15% (\$15,000), but the consultant's actual adjusted direct labor expenses amount to \$50,000, the fixed fee earned would still be \$15,000. If the contracted adjusted direct labor amount is increased by a change order without a scope change, the fixed fee would remain \$15,000. The fixed fee will be re-negotiated if the project scope is modified.

The fixed fee shall be paid as a percentage of the adjusted direct labor billed on each approved invoice, with any remaining fixed fee profit to be paid upon completion of the project and WYDOT acceptance of the final deliverables.

If an Agreement is split by phases and/or projects, a separate fixed fee profit shall be established for each phase and/or project.

While no specific profit is mandated by WYDOT, a general range of 8 to 15% is considered acceptable. Profit in excess of 15% will only be considered when exceptional circumstances exist.

Facilities Capital Cost of Money (FCCM). Although interest costs associated with the financing of capital are unallowable, some costs associated with the consultant's investment in fixed assets are allowable. Specifically, FCCM is an imputed cost determined by applying a charge rate to the consultant's fixed assets used in contract performance. FCCM, if used, is applicable to labor costs only as described in the Code of Federal Regulations, 48 CFR 15, Section 15.404-4(c)(3). It cannot be applied to overhead, profit or reimbursable expenses. These costs shall be included as the DIRECT LABOR SUBTOTAL for the project times the FCCM Multiplier. If a firm uses billing rates, this amount should already be built into the billing rates and, therefore, will already be in the Direct Labor Cost.

Direct Non-Labor Charges. Typical costs that may be included are as follows:

- a. Equipment rental (actual third party rental cost)
- b. Subconsultants (must indicate firm name)
- c. Sampling and testing
- d. Meals and lodging

- e. Travel expenses
- f. Vehicle expense (if not already included as an indirect cost in the approved multiplier)

The Direct Non-Labor Charges should be split according to the separate phases of work and/or individual projects that need to be identified as individual cost units.

Costs for these items must be determined in advance and documented. These items do not receive a mark-up, handling charge, FCCM or percent profit.

When subconsultants are used for special services, the firm's name shall be listed. Any subconsultant providing services for the contract is required to provide support documentation for their portion of the cost proposal.

WYDOT's policy is to reimburse the consultant only for items not already included as indirect costs in the approved multiplier.

Furthermore, it is WYDOT's policy to not pay directly for "tools of the trade" (i.e., computers or computer time, survey equipment or usage, photocopies, prints, telephone expenses, etc.) which are used repetitively on multiple projects. However, if a consultant has a time-supported/audited cost pool for such items, WYDOT may allow them as a reimbursable expense. This will be determined on a case-by-case basis. Direct Non-Labor Charges that are already reimbursed by other clients should not be included in overhead costs.

B. **SUPPORTIVE DATA**

Minimum supportive information to be included as part of the cost proposal are labor hour estimates, personnel billing rates, reimbursable expenses, and contract time estimates.

- a. **DIRECT LABOR COST SUPPORT**, pages 22 and 27. Include labor hours and task estimates to support various categories used for each phase and/or project to summarize the direct labor cost estimate.
- b. **HOURLY BILLING RATE TABLE (Fixed Fee)**, page 23. Summarize the hourly rate for each person assigned to the project. Indicate the base hourly rate (based on actual payroll records), direct labor multiplier and adjusted direct labor billing rate. The **HOURLY BILLING RATE TABLE** (worksheet) shall show the individual employee name and position title.

Wage verification of actual base rates shall be supplied to WYDOT to support billing rates and shall be accompanied by a certification statement such as “I certify that the above base wage rates and effective date(s) are true and accurate as of (date).” signed by the appropriate authority within the company.

Once established, the adjusted direct labor billing rates shown in the HOURLY BILLING RATE TABLE cannot be changed except: 1. to add a new employee; or 2. if the agreement is extended beyond the original contract completion date. The adjusted direct labor billing rates cannot be changed due to pay raises, promotions or other reasons effecting the base hourly rates.

HOURLY BILLING RATE TABLE (Billing Rates), page 28. Summarize the hourly rate for each person assigned to the project. The HOURLY BILLING RATE TABLE (worksheet) shall show the individual employee name and position title.

Wage verification of actual base rates shall be supplied to WYDOT to support billing rates and shall be accompanied by a certification statement such as “I certify that the above base wage rates and effective date(s) are true and accurate as of (date).” signed by the appropriate authority within the company.

- c. **REIMBURSABLE EXPENSES BILLING RATES**, pages 24 and 29. Summarize project-related reimbursable item rates. These rates must be for typical reimbursable charges supported by company records and approved by WYDOT. WYDOT will evaluate and determine whether or not the rates are reasonable, and whether or not the expenses are already included in the indirect costs in the approved multiplier.

If a firm uses the General Services Administration continental United States (GSA CONUS) per diem rates for meal reimbursement, the first and last days of travel should be billed at 75% of the daily rate and meals provided in conjunction with meetings attended should be deducted from the per diem rate in accordance with the GSA guidelines.

Equipment rental must be from an independent third party rental company, not an internal rental fee charged by the consultant to WYDOT.

Copies and/or prints cannot be included unless they are an outsourced expense or supported by a WYDOT pre-approved cost pool rate.

Vehicle mileage will be allowed at the current Internal Revenue Service (IRS) or GSA rate as a maximum in lieu of a pre-approved cost pool rate.

VI. BASIS OF COMPENSATION

WYDOT will direct the consultant to use one of the following methods as the basis of payment when establishing a fee for providing professional services.

Work performed by subconsultants shall be billed to the consultant, who will be responsible for reimbursing the subconsultant directly and billing WYDOT. The subconsultant's method of payment does not have to be the same as the prime consultant.

The below methods of payment for consulting services are prescribed for use in all but exceptional cases and, in particular, on all federal-aid projects.

- A. **COST-NOT-TO-EXCEED: The most common basis of compensation used by WYDOT.** Actual costs payable are direct labor charges based on the hourly billing rates established in the agreement plus direct non-labor charges assignable to the specific project for which the consultant's services have been engaged. Hourly billing rates established in the agreement may only be modified as approved by Engineering Services through a formal change order. Billing at rates higher than what is shown in the agreement will not be allowed. A maximum amount payable (cost-not-to-exceed) for the agreement shall be established. Please note that this is not the same as a lump sum contract and invoices must be supported by actual hours and expenses.

If the consultant adds an employee to the project, wage verification of the new employee's base rate must be furnished to Engineering Services for approval prior to using that employee.

The only time the cost-not-to-exceed may be amended is when there is a change in the scope of work, resulting in additional labor hours and expenses to the consulting firm. Exceptions will be considered on a case-by-case basis.

If the consultant obtains a new multiplier approved by Internal Review during the term of the contract, either the consultant or WYDOT may request use of the new multiplier through the execution of a change order. This is not normally considered unless the duration of the agreement exceeds three years.

The consultant may use a multiplier lower than their WYDOT-approved multiplier, but it must be on a voluntary basis. A lower multiplier cannot be imposed by WYDOT as a condition for agreement negotiations.

- B. **UNIT OF WORK PAYMENT:** May be used when a unit cost of work can be determined in advance with reasonable accuracy, but the extent of work is indefinite. Quantities and characteristics of each unit should be uniform. A maximum amount payable shall be established.
- C. **LUMP SUM:** May be used when the extent of work can be accurately established and the fee estimate can be evaluated in advance with reasonable accuracy. The direct labor cost shall be supported by an itemized estimate, detailing anticipated costs for the individual items of work to be incurred in performing the services required. Costs to be detailed and shown as line items in the consultant's proposal are the direct labor costs; fringe benefits, and general and administrative costs (indirect costs); direct non-labor costs; FCCM and profit.
- D. **SPECIAL RATES FOR COMPENSATION:** In special cases when a consultant's services are required to perform a particular task for which the cost is difficult to estimate or where WYDOT is without previous experience in the field for which consulting services are required, the consultant may be remunerated at specific rates of pay for classes of employees or principals, plus reimbursement for travel and subsistence. This method of payment cannot be used without prior approval of the WYDOT Executive Staff.

Payment to the consultant should represent fair compensation for the services performed.

VII. **SUBCONSULTANTS**

In certain instances, the consultant may wish to hire a subconsultant to provide services that the consultant is unable or unwilling to provide; such as land surveying, aerial surveying, etc.

The consultant must request, in writing, the approval of any firm to be used as a subconsultant prior to preparation of the cost proposal. Engineering Services will affirm or deny this request prior to execution of an agreement.

VIII. PROPOSAL SUBMITTAL

The consultant shall submit a cost proposal to Engineering Services for review. If the consultant's work schedule and proposed fee are determined to be acceptable, the agreement will be finalized and executed.

If the consultant's proposed fee varies substantially from WYDOT's estimate, the items of variance will be identified and negotiated. Upon reaching an agreement on the terms and fees, the consultant shall submit a revised cost proposal. Engineering Services will maintain a record of negotiations.

If the consultant and WYDOT cannot reach a satisfactory agreement on the proposed fee and/or work schedule, consideration of the consultant for the project will be discontinued and notification made in writing.

IX. EXECUTION OF THE AGREEMENT

Upon acceptance of the consultant's cost proposal, the final agreement will be prepared by Engineering Services for execution by both parties. The consultant's cost proposal will be included as an exhibit to the agreement.

For the consultant's part of the contract execution, the authorized representative and attester (witness) shall sign the agreement as shown in Appendix A, Example Contract Execution (see pages 16 - 18) and as follows:

- a. On the last page of the agreement the authorized representative shall enter the day and month they execute their signature, sign (not print) their name, and print their title.
- b. Also on the last page of the agreement, an attester (witness) must sign (not print) their name attesting to the authenticity of the authorized representative's signature.
- c. Do NOT enter a date in the WYDOT portion of the execution page.
- d. In Exhibit A, on the first page of the cost proposal, the authorized representative shall sign (not print) their name, print their title and enter the date of the cost proposal. In some cases, this may have already been done when the cost proposal was submitted to WYDOT.

- e. On page 1 of Exhibit B, the authorized representative shall print their title in paragraph 1, sign (not print) their name and enter the date of their signature.
- f. Do NOT enter a date on the first page of the agreement. This will be completed by Engineering Services to correspond to the date of the last signature entered on the agreement execution page.
- g. Both copies of the agreement shall be signed and dated identically, so that one copy can be retained by WYDOT and one copy can be returned to the consultant following the necessary WYDOT signatures.

Pursuant to appropriate approval of the agreement by all interested parties, Engineering Services will notify the consultant, in writing, to commence work. Such notification is referred to as “authorization to proceed.”

Work done prior to the authorization to proceed such as the scoping meeting, on-site inspection or contract negotiations is not billable.

X. **PROGRESS PAYMENTS**

Partial payment shall be made by WYDOT on the basis of the progress of the work and per invoices submitted and approved. Payment requests shall be made on WYDOT’s standard billing form **no later than 90 calendar days from the earliest date of the work being billed**. Itemized invoices and a progress report shall be attached to the standard billing form. Payment requests shall be submitted to the Engineering Services address at the top of the billing form, **NOT** to the WYDOT Project Manager or WYDOT Financial Services. All correspondence and invoicing shall include the project number, project name, agreement number, and billing period. If subconsultants are utilized, a copy of the subconsultant’s invoice and a short description of the work performed by the subconsultant shall be attached to the consultant’s invoice. Failure to comply with WYDOT’s billing policy may result in a delay of payment. All costs included on the billings must be based on actual costs incurred and itemized documentation must be kept to support these costs in the event of an audit.

Itemized invoices and/or support documentation are not required for lump sum agreements. Only a billing form and progress report are necessary for lump sum agreements.

Appendix C contains WYDOT BILLING INSTRUCTIONS, which include the standard CONSULTANT CONTRACT BILLING FORM, INVOICE, and PROGRESS REPORT, with instructions and examples for each (see pages 30 - 47).

XI. CHANGE ORDERS

The consultant will be responsible for monitoring the work performed and status of costs to determine compatibility with the agreement. Change orders, if required, must be negotiated **prior** to beginning any out-of-scope work and in accordance with provisions specified in the agreement. Out-of-scope work may begin prior to execution of the change order **only if** a CS-9 - Verbal Approval for Consultant Agreement Modification form is issued by WYDOT.

XII. PERFORMANCE APPRAISALS

When the consultant services specified in the agreement are complete and accepted, WYDOT will prepare a memorandum evaluating the consultant's performance. This evaluation will consider factors such as the consultant's performance on specific aspects of the work, promptness in meeting schedules and deadlines, cooperation with the Department, and overall performance on the project. A copy of this memorandum will be furnished to the consultant with space provided for comments by the consultant. If return comments are received, they will be forwarded to the WYDOT Project Manager for informational purposes. The completed form will then be placed in the consultant's registry file for consideration in future consultant selections.

XIII. CORPORATE REGISTRATION

Wyoming Statute § 17-16-1501 mandates that all "foreign" corporations obtain a "certificate of authority" from the Wyoming Secretary of State prior to doing business in Wyoming. Subsection (b) of the section contains examples of what is not considered to be "doing business."

[EXAMPLE CONTRACT EXECUTION]

The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the date of the signature last affixed to this page.

EXECUTED by the Consultant this 10TH day of JANUARY, 2014.

XYZ Engineering, Inc.

ATTESTED BY

John Doe

Jane Doe

Name

VICE PRESIDENT

Title



EXECUTED by the State this _____ day of _____, 2014.

**WYOMING DEPARTMENT
OF TRANSPORTATION**

**ATTORNEY GENERAL'S OFFICE
APPROVAL AS TO FORM**

Chief Engineer
Wyoming Department of Transportation

Senior Assistant Attorney General

ATTESTED BY

Secretary
Transportation Commission of Wyoming

COST PROPOSAL

Project No. N103102
Thayne-Alpine Junction
(Thayne North Section)
Lincoln County

AGREEMENT NUMBER 63980

XYZ Engineering, Inc.
555 Project Drive
Cheyenne, WY 82009
(307) 555-1111

FEE: \$150,000.00 – COST-NOT-TO-EXCEED

John Doe

By: _____

Title : _____ VICE PRESIDENT _____

JANUARY 10, 2014

Date

CERTIFICATION OF CONSULTANT

I hereby certify that I am the VICE PRESIDENT and duly authorized representative of **XYZ Engineering, Inc.**, whose business address is 555 Project Drive, Cheyenne, WY 82009, and that neither I nor the firm I represent has:

1. employed or retained for a commission, percentage, brokerage fee, contingent fee or other consideration any firm or person (other than a bona fide employee working solely for me or the Consultant) to solicit or secure this Agreement; or
2. agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
3. paid, or agreed to pay, any firm, organization or person (other than a bona fide employee working solely for me or the Consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as expressly stated here (if any):

I acknowledge that this certification is to be given to the Wyoming Department of Transportation and is subject to applicable state and federal laws, both criminal and civil.

John Doe

JANUARY 10, 2014
Date

Signature

[EXAMPLE COST PROPOSAL USING MULTIPLIER, FCCM AND FIXED FEE PROFIT]

[Text shown in red and with brackets [] in this appendix is explanatory only and should NOT be included in the cost proposal submitted to WYDOT.]

COST PROPOSAL

Project No.
Project Name
Project Sub-Name
County

AGREEMENT NUMBER _____

Consultant Name
Mailing Address
Telephone Number

Fee: \$ _____ Cost-Not-to-Exceed [*]

[* or applicable method]

By: _____

Title: _____

Date

SUMMARY OF ESTIMATED COSTS

Direct Labor Cost

Design Phase

Roadway Design	\$ _____
Bridge Design	\$ _____
Land Survey	\$ _____
Other (Specify)	\$ _____

DIRECT LABOR SUBTOTAL \$ _____ [X₁]

Adjusted Direct Labor Cost

Direct Labor Multiplier ^[*] _____ x [X₁] \$ _____ [X₂]

Fixed Fee Profit

Percent Profit: _____ %
 (%/100) x [X₂] \$ _____ [X₃]

FCCM

FCCM Multiplier ^[**] _____ x [X₁] \$ _____ [X₄]

Direct Non-Labor Charges

Design Phase

Equipment Rental	\$ _____
Travel, Lodging & Meals	\$ _____
Vehicle Expense	\$ _____
Subconsultant	\$ _____
Other (Specify)	\$ _____

DIRECT NON-LABOR CHARGES SUBTOTAL \$ _____ [X₅]

TOTAL FEE REQUESTED (Design Phase) [X₂ + X₃ + X₄ + X₅]^[*] \$ _____**

Direct Labor Cost

Construction Phase

Contingency Fee \$ _____
 Other (Specify) \$ _____

DIRECT LABOR SUBTOTAL \$ _____ [X₁]

Adjusted Direct Labor Cost

Direct Labor Multiplier ^[*] _____ x [X₁] \$ _____ [X₂]

Fixed Fee Profit

Percent Profit: _____ %
 (%/100) x [X₂] \$ _____ [X₃]

FCCM

FCCM Multiplier ^[**] _____ x [X₁] \$ _____ [X₄]

Direct Non-Labor Charges

Construction Phase

Travel, Lodging & Meals \$ _____
 Vehicle Expense \$ _____
 Other (Specify) \$ _____

DIRECT NON-LABOR CHARGES SUBTOTAL \$ _____ [X₅]

TOTAL FEE REQUESTED (Construction Phase) [X₂ + X₃ + X₄ + X₅]^[*] \$ _____**

- [* Approved overhead multiplier]
- [** Approved FCCM multiplier, if applicable]
- [*** Indicate agreement type: Cost-Not-to-Exceed, Lump Sum, etc.]

In support of the costs shown on the previous page, we offer the following:

DIRECT LABOR COST SUPPORT

Design Phase

Roadway Design
 _____ hours @ \$ _____ /hour = \$ _____
 _____ hours @ \$ _____ /hour = \$ _____
 Subtotal = \$ _____

Bridge Design
 _____ hours @ \$ _____ /hour = \$ _____
 _____ hours @ \$ _____ /hour = \$ _____
 Subtotal = \$ _____

Land Survey
 _____ hours @ \$ _____ /hour = \$ _____
 _____ hours @ \$ _____ /hour = \$ _____
 Subtotal = \$ _____

Other (Specify)
 _____ hours @ \$ _____ /hour = \$ _____
 _____ hours @ \$ _____ /hour = \$ _____
 Subtotal = \$ _____

DIRECT LABOR SUBTOTAL [Enter on Page 20] = \$ _____ [X₁]

Construction Phase

Contingency Fee
 _____ hours @ \$ _____ /hour = \$ _____
 _____ hours @ \$ _____ /hour = \$ _____
 Subtotal = \$ _____

Other (Specify)
 _____ hours @ \$ _____ /hour = \$ _____
 _____ hours @ \$ _____ /hour = \$ _____
 Subtotal = \$ _____

DIRECT LABOR SUBTOTAL [Enter on Page 21] = \$ _____ [X₁]

[Note: This is a sample DIRECT LABOR COST SUPPORT worksheet and may be amended by the consultant to meet the needs of the individual project. The direct labor items used in this worksheet should be transferred to the SUMMARY OF ESTIMATED COSTS worksheet on the previous pages.]

REIMBURSABLE EXPENSES BILLING RATES [*]

ITEM	BILLING RATES
Equipment Rental (outsourced)	At cost
Field Consumables	At cost
Sampling/Testing	At cost
Travel	At cost
Lodging	At cost
Meals	At current CONUS per diem rates
Mileage	At current IRS rate
Copies/prints (outsourced)	At cost

[Note: The typical reimbursable items shown above are for example purposes only. The consultant shall list actual company reimbursable expense items and billing rates applicable to the project. Mark-ups, handling charges, FCCM or percent profit are not allowed on reimbursable expenses.]

[* Not required for lump sum agreements.]

[EXAMPLE COST PROPOSAL USING BILLING RATES]

[Text shown in red and with brackets [] in this appendix is explanatory only and should NOT be included in the cost proposal submitted to WYDOT.]

COST PROPOSAL

Project No.
Project Name
Project Sub-Name
County

AGREEMENT NUMBER _____

Consultant Name
Mailing Address
Telephone Number

Fee: \$ _____ Cost-Not-to-Exceed [*]

[* or applicable method]

By: _____

Title: _____

Date

SUMMARY OF ESTIMATED COSTS

Direct Labor Cost

Design Phase

Roadway Design	\$ _____
Bridge Design	\$ _____
Land Survey	\$ _____
Other (Specify)	\$ _____

DIRECT LABOR SUBTOTAL \$ _____ [X₁]

Direct Non-Labor Charges

Design Phase

Equipment Rental	\$ _____
Travel, Lodging & Meals	\$ _____
Vehicle Expense	\$ _____
Subconsultant	\$ _____
Other (Specify)	\$ _____

DIRECT NON-LABOR CHARGES SUBTOTAL \$ _____ [X₂]

TOTAL FEE REQUESTED (Design Phase) [X₁ + X₂]^[*] \$ _____

Direct Labor Cost

Construction Phase

Contingency Fee	\$ _____
Other (Specify)	\$ _____

DIRECT LABOR SUBTOTAL \$ _____ [X₁]

Direct Non-Labor Charges

Construction Phase

Travel, Lodging & Meals	\$ _____
Vehicle Expense	\$ _____
Other (Specify)	\$ _____

DIRECT NON-LABOR CHARGES SUBTOTAL \$ _____ [X₂]

TOTAL FEE REQUESTED (Construction Phase) [X₁ + X₂]^[*] \$ _____

[* Indicate agreement type: Cost-Not-to-Exceed, Lump Sum, etc.]

In support of the costs shown on the previous page, we offer the following:

DIRECT LABOR COST SUPPORT

Design Phase

Roadway Design		
_____ hours @ \$ _____/hour	= \$ _____	
_____ hours @ \$ _____/hour	= \$ _____	
Subtotal		= \$ _____
Bridge Design		
_____ hours @ \$ _____/hour	= \$ _____	
_____ hours @ \$ _____/hour	= \$ _____	
Subtotal		= \$ _____
Land Survey		
_____ hours @ \$ _____/hour	= \$ _____	
_____ hours @ \$ _____/hour	= \$ _____	
Subtotal		= \$ _____
Other (Specify)		
_____ hours @ \$ _____/hour	= \$ _____	
_____ hours @ \$ _____/hour	= \$ _____	
Subtotal		= \$ _____
DIRECT LABOR SUBTOTAL [Enter on Page 26]		= \$ _____ [X ₁]

Construction Phase

Contingency Fee		
_____ hours @ \$ _____/hour	= \$ _____	
_____ hours @ \$ _____/hour	= \$ _____	
Subtotal		= \$ _____
Other (Specify)		
_____ hours @ \$ _____/hour	= \$ _____	
_____ hours @ \$ _____/hour	= \$ _____	
Subtotal		= \$ _____
DIRECT LABOR SUBTOTAL [Enter on Page 26]		= \$ _____ [X ₁]

[Note: This is a sample DIRECT LABOR COST SUPPORT worksheet and may be amended by the consultant to meet the needs of the individual project. The direct labor items used in this worksheet should be transferred to the SUMMARY OF ESTIMATED COSTS worksheet on the previous page.]

HOURLY BILLING RATE TABLE^[*]

Position Title	Employee Name	Billing Rate

[* This table is for reference only on lump sum agreements, but should still be included in the COST PROPOSAL.]

REIMBURSABLE EXPENSES BILLING RATES [*]

ITEM	BILLING RATES
Equipment Rental (outsourced)	At cost
Field Consumables	At cost
Sampling/Testing	At cost
Travel	At cost
Lodging	At cost
Meals	At current CONUS per diem rates
Mileage	At current IRS rate
Copies/prints (outsourced)	At cost

[Note: The typical reimbursable items shown above are for example purposes only. The consultant shall list actual company reimbursable expense items and billing rates applicable to the project. Mark-ups or handling charges are not allowed on reimbursable expenses.]

[* Not required for lump sum agreements.]

WYDOT BILLING INSTRUCTIONS

CONSULTANT CONTRACT BILLING FORM INSTRUCTIONS	31
CONSULTANT CONTRACT BILLING FORM EXAMPLES	33
INVOICE INSTRUCTIONS	35
INVOICE EXAMPLES	37
PROGRESS REPORT INSTRUCTIONS.....	44
PROGRESS REPORT EXAMPLES.....	46

CONSULTANT CONTRACT BILLING FORM INSTRUCTIONS

The CONSULTANT CONTRACT BILLING FORM is issued by Engineering Services at the time of the Authorization to Proceed and must be included with each invoice submitted to WYDOT. It should not be modified other than the entries specific to each payment request and should be sent to the address shown at the top of the form, NOT to the WYDOT Project Manager or WYDOT Financial Services. Failure to send it to the correct address will result in delayed payment.

With each change order, an updated billing form will be issued for immediate use in place of the prior one.

THE FOLLOWING ITEMS MUST BE FILLED OUT COMPLETELY:

Date: Date shall match the consultant's invoice date.

Payment Request No.: Numbering shall be sequential with prior billing with the first payment request being No. 1. Following any change orders, the numbering shall continue sequentially and not start over at No. 1.

Consultant: Consultant's name and mailing address.

Project No.: WYDOT-assigned project number.

Project Name: WYDOT-assigned project name.

County: County in which the project is located.

Agreement No.: WYDOT-assigned agreement number.

Billing Period: Period for which the work was performed. **This must agree with the consultant's invoice.** Payment requests should be submitted no later than 90 calendar days from the earliest date shown in the billing period. If no work was done during a particular period, then it should not be included in the billing period. Instead, the dormant period should be explained in the Progress Report.

Contract Total: Project will be broken out into Original Fee and subsequent Change Order(s) and the corresponding effective dates.

PAYMENT RECORD: Summary of the contract progress based on the current billing information relative to the overall fee proposal.

1. **ITEM:** Project will be broken out into phases of work (i.e., design or construction phase work, or multiple projects). Contract fees relative to each line item can only be used for that item. Individual line item percentages cannot exceed 100% of the contract total for that line item.
2. **AMOUNT DUE THIS BILLING:** Total of attached itemized invoice(s) for each line item.
3. **PAST DUE BILLING:** Outstanding invoices; payments that the consultant has not yet received at the time of the current billing cycle. This will be a reference point for Engineering Services to make certain all invoices are in current pay status.
4. **TOTAL BILLING TO DATE:** All prior billings plus current billing for each line item.
5. **CONTRACT TOTAL:** Contract totals for each line item phase of work (original fee plus any change orders that have been added to each phase of work). This will be completed by Engineering Services and should not be altered by the consultant.
6. **CONTRACT BALANCE:** Difference between CONTRACT TOTAL and TOTAL BILLING TO DATE for each line item.
7. **PERCENT BILLED:** TOTAL BILLING TO DATE divided by the CONTRACT TOTAL, multiplied by 100, for each line item.

(The status of the project can be compared to contract expenditures as an indicator of whether or not the project is progressing within the budget, according to the agreement.)
8. **Submitted By:** Consultant's authorized representative. The billing form **must be signed** by the consultant's authorized representative, attesting the billing is true, accurate, and in accordance with the agreement, and that all required subconsultant payments have been paid in full.
9. **Date:** Consultant's date of submission.
10. **Approved By:** WYDOT Project Manager's approval for payment.
11. **Date:** WYDOT's date of approval.

CS-101
Revised May 2014

CS-3
Rev. 2/2005

WYOMING DEPARTMENT OF TRANSPORTATION

Engineering Services, 5300 Bishop Blvd., Cheyenne, WY 82009-3340
Telephone: (307) 777-3820
Fax: (307) 777-3852

CONSULTANT CONTRACT BILLING FORM [EXAMPLE USING FIXED FEE PROFIT]

Date: May 12, 2013
Consultant: XYZ Engineering, Inc.
555 Project Drive
Cheyenne, WY 82009

Payment Request No.: 4
Project No.: 4501007
Project Name: Riverton Streets
(Sample Road)
County: Fremont
Agreement No.: 61985

Billing Period: April 1, 2013 through April 30, 2013

\$130,000.00 **Original Fee** (effective 10/21/12)
\$ 20,000.00 **Change Order No. 1** (effective 03/07/13)
\$150,000.00 **Contract Total**

PAYMENT RECORD

ITEM	AMOUNT DUE THIS BILLING	PAST DUE BILLING	TOTAL BILLING TO DATE	CONTRACT TOTAL	CONTRACT BALANCE	PERCENT BILLED
Design Phase *	\$3,791.55	\$0.00	\$23,685.95	\$127,500.00	\$103,814.05	18.58%
Fixed Fee Amount (Design)	\$375.78	\$0.00	\$2,700.00	\$17,500.00	\$14,800.00	15.43%
Construction Phase *	\$0.00	\$0.00	\$0.00	\$4,400.00	\$4,400.00	0.00%
Fixed Fee Amount (Const)	\$0.00	\$0.00	\$0.00	\$600.00	\$600.00	0.00%
TOTAL	\$4,167.33	\$0.00	\$26,385.95	\$150,000.00	\$123,614.05	17.59%

*(Cost not to exceed)

I certify the above billing is true, accurate, and in accordance with the referenced Agreement, and that all required subconsultant payments prior to this invoice have been paid in full.

Submitted By: _____ Date: _____
Consultant Project Manager/Principal

Approved By: _____ Date: _____
WYDOT Project Manager

Revised March 8, 2013

CS-101
Revised May 2014

CS-3
Rev. 2/2005

WYOMING DEPARTMENT OF TRANSPORTATION

Engineering Services, 5300 Bishop Blvd., Cheyenne, WY 82009-3340
Telephone: (307) 777-3820
Fax: (307) 777-3852

CONSULTANT CONTRACT BILLING FORM [EXAMPLE USING BILLING RATES]

Date: May 12, 2013
Consultant: XYZ Engineering, Inc.
555 Project Drive
Cheyenne, WY 82009

Payment Request No.: 4
Project No.: 4501007
Project Name: Riverton Streets
(Sample Road)
County: Fremont
Agreement No.: 61985

Billing Period: April 1, 2013 through April 30, 2013

\$130,000.00 **Original Fee** (effective 10/21/12)
\$ 20,000.00 **Change Order No. 1** (effective 03/07/13)
\$150,000.00 **Contract Total**

PAYMENT RECORD

ITEM	AMOUNT DUE THIS BILLING	PAST DUE BILLING	TOTAL BILLING TO DATE	CONTRACT TOTAL	CONTRACT BALANCE	PERCENT BILLED
Design Phase *	\$4,320.02	\$0.00	\$26,385.95	\$145,000.00	\$118,614.05	18.20%
Construction Phase *	\$0.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
TOTAL	\$4,320.02	\$0.00	\$26,385.95	\$150,000.00	\$123,614.05	17.59%

* (Cost not to exceed)

I certify the above billing is true, accurate, and in accordance with the referenced Agreement, and that all required subconsultant payments prior to this invoice have been paid in full.

Submitted By: _____
Consultant Project Manager/Principal

Date: _____

Approved By: _____
WYDOT Project Manager

Date: _____

Revised March 8, 2013

INVOICE INSTRUCTIONS

An itemized invoice must be attached to the CONSULTANT CONTRACT BILLING FORM as documentation of the AMOUNT DUE THIS BILLING sub-heading under the PAYMENT RECORD section. Billings should be submitted no later than 90 calendar days from the earliest date shown in the Billing Period. If no work was done during a particular period, then it should not be included in the Billing Period and an explanation should be provided in the Progress Report.

Invoices should include the following required information as a minimum:

1. Consultant's name
2. Mailing address
3. Telephone number
4. Accounting contact e-mail address (if available)
5. Invoice date (must match the Date on the CONSULTANT CONTRACT BILLING FORM)
6. Project Number
7. Project Name
8. WYDOT Agreement Number
9. Billing Period (must match the Billing Period on the CONSULTANT CONTRACT BILLING FORM)
10. Detailed labor costs (hours times rates)
11. Multiplier used (if applicable)
12. Fixed fee profit used (if applicable)
13. FCCM used (if applicable)
14. Detailed reimbursable expense costs (units times rates)
15. Support documentation as necessary

The invoice may be prepared in the consultant's customized billing format as long as ALL of the required information noted above is included.

Professional Services (labor costs) must be broken out according to the phase of work performed and/or the projects worked on during the billing cycle (i.e., design or construction phase, or multiple projects), and must be based on actual hours worked and actual wages paid. The invoice should show the employee's name, position title, and a breakdown of labor hours times the approved billing rate.

FCCM shall be applied to the base labor cost only without overhead or profit.

Total Professional Services are the total of all phases of work performed and/or projects worked on.

Note: Overtime is generally disallowed, but considered on a case-by-case basis only with pre-approval from Engineering Services.

General and administrative costs included in the overhead rate should not be included as direct labor (i.e., fee proposal preparation, costs incurred prior to authorization to proceed, costs for processing invoices, change order negotiations, in-house copies/prints, etc.).

Subconsultant Expenses must identify the subconsultant involved and can be the total of the subconsultant's invoices to the consultant. The subconsultant's invoices and progress reports should be attached to the consultant's invoice for the Department's review. Subconsultant invoices must be broken out according to the phase of work performed and/or projects worked on. Subconsultant invoices do not have to match the consultant's billing period, but consultants should make every effort possible to ensure that their subconsultants are submitting invoices in a timely manner compatible with the 90 day provision.

Reimbursable Expenses are direct non-labor costs the consultant has incurred on the project. These costs must be broken down by unit cost times the quantity used for each phase of work and/or project worked on. Reimbursable unit rates must agree with established contract rates for each particular item of expense.

Copies of itemized receipts should be included as support documents for all direct reimbursable expenses. Credit card receipts are not considered to be sufficient detail to be support documentation and will not be accepted.

Mileage expenses should identify the departure and arrival locations, date(s) of travel, and the miles traveled.

Total Reimbursable Expenses is the total of all phases of work and/or projects that incurred additional costs.

Mark-ups, handling charges, percent profit or FCCM by the consultant are not allowed on Subconsultant Expenses or Reimbursable Expenses.

Invoice Total is the total of labor costs, FCCM, indirect labor expenses, profit, subconsultant expenses, and reimbursable expenses. This total should match the total on the CONSULTANT CONTRACT BILLING FORM, under the sub-heading AMOUNT DUE THIS BILLING.

[EXAMPLE INVOICE USING MULTIPLIER, FIXED FEE PROFIT AND FCCM]

[Text shown in red and with brackets [] in this appendix is explanatory only and should NOT be included in the invoice submitted to WYDOT.]

INVOICE

XYZ Engineering, Inc.
555 Project Drive
Cheyenne, WY 82009
Telephone (307) 555-0000

Invoice Date: May 12, 2013

Project No.: 4501007
Project Name: Riverton Streets (Sample Road)
Agreement No.: 61985

Billing Period: April 1, 2013 through April 30, 2013

Professional Services:

Design Phase:

<u>Employee Name/Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Amount</u>
Bill Jones, Project Engineer	36.70	16.00	\$587.20
Jane Smith, Engineer I	28.35	23.00	652.05
John Case, Technician	14.75	0.50	<u>7.38</u>
			\$1,246.63
x Multiplier (2.512)			\$3,131.53
+ Fixed Fee Profit (12%)			\$375.78
+ FCCM (0.008 x \$1,246.63) [if applicable]			\$9.97

Total Professional Services **\$3,517.28**

INVOICE (Continued)

May 12, 2013

Page 2

Reimbursable Expenses:

Design Phase:

<u>Description</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Charge</u>
Subconsultant Services (ABC Consulting, Inc.)			
March 1, 2013 to March 31, 2013		[Attach detailed invoice]	\$ 450.00
Meals	At Cost	4 meals	\$ 56.25
Postage	2.55	1	\$ 2.55
Mileage	0.565	250*	\$ 141.25

* Mileage is round trip from Casper to Riverton on April 11, 2013.

Total Reimbursable Expenses			\$ 650.05
Invoice Total			\$4,167.33

[EXAMPLE INVOICE USING BILLING RATES]

[Text shown in red and with brackets [] in this appendix is explanatory only and should NOT be included in the invoice submitted to WYDOT.]

INVOICE

XYZ Engineering, Inc.
555 Project Drive
Cheyenne, WY 82009
Telephone (307) 555-0000

Invoice Date: May 12, 2013

Project No.: 4501007
Project Name: Riverton Streets (Sample Road)
Agreement No.: 61985

Billing Period: April 1, 2013 through April 30, 2013

Professional Services:

Design Phase:

<u>Employee Name/Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Amount</u>
Bill Jones, Project Engineer	105.00	16.00	\$1,680.00
Jane Smith, Engineer I	80.00	23.00	1,840.00
John Case, Technician	40.00	0.50	20.00
Total Professional Services			\$3,540.00

INVOICE (Continued)

May 12, 2013

Page 2

Reimbursable Expenses:

Design Phase:

<u>Description</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Charge</u>
Subconsultant Services (ABC Consulting, Inc.)			
March 1, 2013 to March 31, 2013		[Attach detailed invoice]	\$ 450.00
Meals	\$46/day	2 days (x 0.75)	\$ 69.00
Lodging	At cost	1 night	\$ 117.22
Postage	2.55	1	\$ 2.55
Mileage	0.565	250*	\$ 141.25

* Mileage is round trip from Casper to Riverton on April 11, 2013.

Total Reimbursable Expenses \$ 780.02

Invoice Total \$4,320.02

[EXAMPLE INVOICE USING BILLING RATES FOR MASTER AGREEMENT WITH MULTIPLE PROJECTS]

[Text shown in red and with brackets [] in this appendix is explanatory only and should NOT be included in the invoice submitted to WYDOT.]

INVOICE

XYZ Engineering, Inc.
555 Project Drive
Cheyenne, WY 82009
Telephone (307) 555-0000

Invoice Date: May 12, 2013

Project Name: Master Agreement for Categorical Exclusions
Agreement No.: 61985

Billing Period: April 1, 2013 through April 30, 2013

=====
Work Directive No./Project No. & Name: WD #3, 4501007 Riverton Streets (Sample Road)

Professional Services:

Design Phase:

<u>Employee Name/Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Amount</u>
Jane Smith, Engineer I	80.00	35.00	2,800.00
John Case, Technician	40.00	6.00	240.00
			<u>\$3,040.00</u>
Total Professional Services			\$3,040.00

INVOICE (Continued)

May 12, 2013

Page 2

Reimbursable Expenses:

Design Phase:

<u>Description</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Charge</u>
Meals	At Cost	4 meals	\$ 56.25
Mileage	0.565	100*	\$ 56.50

* Mileage is round trip from Lander to Riverton on April 11 & 16, 2013.

Total Reimbursable Expenses \$ 112.75

Project 4501007 Total \$3,152.75

Work Directive No./Project No. & Name: WD #5, 2300035 Newcastle-Reno Junction (County Line West Section)

Professional Services:

Design Phase:

<u>Employee Name</u>	<u>Rate</u>	<u>Hours</u>	<u>Total Amount</u>
Jane Smith, Engineer I	80.00	27.00	2,160.00
John Case, Technician	40.00	3.50	<u>140.00</u>
			\$2,300.00

Total Professional Services \$2,300.00

INVOICE (Continued)

May 12, 2013

Page 2

Reimbursable Expenses:

Design Phase:

<u>Description</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Charge</u>
Meals	At Cost	2 meals	\$ 28.35
Mileage	0.565	50*	\$ 28.25

* Mileage is round trip from Reno Jct. to the project site on April 11, 2013.

Total Reimbursable Expenses			\$ 56.60
Project 2300035 Total			\$2,356.60
Invoice Total			\$5,509.35

PROGRESS REPORT INSTRUCTIONS

A brief PROGRESS REPORT must be provided with the payment request, summarizing the work done **during the billing period**. The PROGRESS REPORT is not intended to be an ongoing, repetitive diary of the project history, but a written justification specifically correlating to the payment request being considered. The invoice data should be commensurate with the description of work identified in the PROGRESS REPORT.

If there is a gap in the Billing Period due to no work being performed, this should be explained in the Progress Report.

The intent of the PROGRESS REPORT is to provide enough description of the work performed to justify the amount of the payment requested, but not so much description that it becomes burdensome. Just saying “Worked on the design” or “Coordinated subconsultants” is too brief, but providing every detail of the design or coordination is too much.

Work activities described in the PROGRESS REPORT **must be** approved activities identified in the agreement scope of work or in approved change order(s) to the agreement.

Progress reports should include the following required information as a minimum:

1. Consultant’s name
2. Mailing address
3. Telephone number
4. Project Number
5. Project Name
6. WYDOT Agreement Number
7. Billing Period (must match the Billing Period on the CONSULTANT CONTRACT BILLING FORM)
8. Project Deliverable Completion Statement (if applicable)
9. A statement noting if it is the final invoice.

Project Deliverable Completion Statement

The Project Deliverable Completion Statement is required only for road design agreements where the WYDOT Project Development Consultant Squad has previously established the Plan Phase percentages during the scope and cost proposal negotiations.

Plan Phase: These will be pre-determined during the scope meeting based on the requirements of the specific project. Not all plan sets will be required for every project.

Project Phase %: The cumulative percent of the total project estimated to be complete after each Plan Phase.

Plan Phase %: The percent of the total project assigned for each plan set.

Plan Phase Completed %: The percent of each Plan Phase completed as of the ending date of the Billing Period being reported.

Project Completed %: The Plan Phase Completed % times the Plan Phase % is used to determine the percent of the overall project completed for that Plan Phase.

Total Project % Completed: This is the total of the calculated percentages in the Project Completed % column.

Footnote (1): The Plan Phase percentages may need to be adjusted for specific project requirements such as land surveys, hydraulic analysis, structure design, etc.

**[EXAMPLE PROGRESS REPORT WITH PROJECT DELIVERABLE
 COMPLETION STATEMENT]**

[Text shown in red and with brackets [] in this appendix is explanatory only and should NOT be included in the progress report submitted to WYDOT.]

PROGRESS REPORT

XYZ Engineering, Inc.
 555 Project Drive
 Cheyenne, WY 82009
 Telephone (307) 555-1111

Project No.: 4501007
 Project Name: Riverton Streets (Sample Road)
 Agreement No.: 61985

Billing Period: April 1, 2013 through April 30, 2013

Design Phase

No work was performed from June 1, 2012 to March 31, 2013 while waiting for survey files.

Worked on preliminary horizontal and vertical alignments, and preliminary typical sections.

[The Project Deliverable Completion Statement below is required only for road design agreements where the Project Development Consultant Squad has previously established the Plan Phase percentages during the scope and cost proposal negotiations.]

Project Deliverable Completion Statement				
Plan Phase	Project Phase % (1)	Plan Phase % (1)	Plan Phase Completed %	Project Completed %
Preliminary Plans	30	30	80	24
Grading Plans	50	20	20	4
R/W & Engineering Plans	70	20	10	2
R/W & Utility Plans	80	10		
Final Plans	90	10		
Check Squad Plans	95	5		
PS&E Plans	100	5		
Total Project % Completed:				30

(1) - Adjust Phase % for specific project requirements and change orders.

**[EXAMPLE PROGRESS REPORT FOR MASTER AGREEMENT WITH
MULTIPLE PROJECTS]**

[Text shown in red and with brackets [] in this appendix is explanatory only and should NOT be included in the progress report submitted to WYDOT.]

PROGRESS REPORT

XYZ Engineering, Inc.
555 Project Drive
Cheyenne, WY 82009
Telephone (307) 555-1111

Project Name: Master Agreement for Categorical Exclusions
Agreement No.: 61985

Billing Period: April 1, 2013 through April 30, 2013

=====

Work Directive No./Project No. & Name: WD#3, 4501007 Riverton Streets (Sample Road)

Completed environmental document and submitted to Environmental Services for final review.

Work Directive No./Project No. & Name: WD#5, 2300035 Newcastle-Reno Junction (County Line West Section)

Submitted final report to Environmental Services. Work directive is 100% complete and accepted. This is the final invoice for this work directive.