



DONALD L. PLUSQUELLIC
Mayor

DEPARTMENT OF PUBLIC SERVICE
AKRON ENGINEERING BUREAU
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JAMES ANDREW HEWITT
AKRON ENGINEERING BUREAU MANAGER

TO: Engineering Division Managers and Project Managers
FROM: James Andrew Hewitt
Akron Engineering Bureau Manager *JAH*
DATE: August 6, 2013
RE: Consultant Billing

To facilitate timely review and payment to consultants and to accomplish effective, efficient administration of consultant contracts, the following policy is established.

- A. Consultants shall include the following minimum information in proposals, agreements and billings.

Overhead and Profit Multipliers

1. Proposals and agreements for design consultants, construction management and supplemental services shall include one multiplier inclusive of overhead and profit. A statement within the agreement shall indicate the percentage profit represents within the multiplier.
2. Computer time shall not be billed separately. All computer expenses are to be included in the overhead multiplier.

Hourly Agreement (Supplemental and Cost Plus)

1. Each job classification covered by the agreement will have a rate range.
2. The summary page shall list each employee's name with the total hours worked for that period, actual hourly rate (not to exceed the maximum rate in the range of the classification of the work performed), and total cost for services rendered for that period compared to total amount to date.
3. The supporting documentation shall include a copy of each employee's time sheet with hours assigned to each activity by date or a listing similar to 2. by pay period, by activity.
4. All testing rates shall be published in the agreement, including reimbursable items.

Lump Sum Agreement

1. The summary page shall list each contract phase/item/task with the percentage of each activity completed for the billing period and completed to date.
2. The supporting documentation shall include a detailed description of activities comprising the contract phases/items/tasks and a comparison of work effort contracted compared to work effort completed to date (i.e. number of shop drawings expected for review with number completed).

All Agreements

1. Reimbursable expenses must conform to the allowable cost per the City's reimbursable matrix and be supported by copies of receipts.
2. Consultant billings must be approved and signed by the consultant's project manager to signify that the work invoice represents actual work effort performed and billing is consistent with the contract.
3. Consultant billings shall refer to the correct project name and include the project fund and organization codes.
4. Consultant billings shall include a range of dates for work performed and shall not contain more than one calendar year in that range.
5. It shall be the Consultant's responsibility to secure contracts with sub-consultant that also conforms to our contract and billing requirements. It is the Consultant responsibility to accept only those billings from subs that conform prior to submitting as a reimbursable expense.
6. Consultants, construction managers, and supplemental service consultants shall not mark up subconsultants' invoices. Coordination time for the consultant shall be included in the consultant's task breakdown.

Construction Activities

1. All agreements in which construction documents will be produced for bidding by the City shall include construction services. These services can include site visits, shop drawing reviews, alternate investigation, as-built drawings, etc. Work that is performed to correct errors and omissions shall not be invoiced.
2. Construction services shall be determined during the project scope preparation.

B. Payment Schedule for Consultant Contracts

The consultant may submit a billing according to the following schedule:

1. Up to a maximum of ninety percent of the design contract amount after the Plans are submitted for final review by the consultant to the City Engineering project manager. Final review occurs when, in the opinion of the project manager, the plan is complete and if, as a result of the review no comments are generated, the plan could be bid as received.
2. Up to a maximum of ninety-five percent of the design contract amount may be submitted after tracings are filed, the Disposition of Comments Document is approved by the City Engineering project manager, and all design activities are complete.
3. One hundred percent of the design contract amount may be submitted for payment after project bids are opened and determined to be consistent with the project design scope and budget.

For projects that do not follow this payment schedule (e.g., a study, and ODOT project, etc.), a revised payment schedule will be mutually developed between the City and the consultant and shall be made a part of the contract.

C. City processing will be according to the following procedure.

1. The City Engineering project manager is responsible to review project consultant billings. Amount circled and initialed by the City's Engineering project manager will be the approved amount of payment. Invoices that do not comply or have errors will be returned to the Consultant.
2. Approved invoices will be routed to the Administrative Services Division accounts clerk for preparation of expenditure voucher.
3. Expenditure vouchers will be routed to the appropriate division manager and the City Engineer and returned to Administrative Services for processing.
4. Project managers are advised that the Finance Department has a policy of Paying invoices exceeding \$25,000 on the 10th, 20th and 30th of the month when received in Finance no later than ten days before these dates. Therefore, the Administrative Services Division is committed to process invoices received by the 5th, 15th, and 25th for payment on the 20th, 30th and 10th respectively.

Sample invoices depicting this format are attached for you reference.

A&B Consultants, Inc.

Downtown Building, 123 Main Street, Suite 500, Akron, Ohio 44308, (330)555-5555, Fax (330)555-1111

City of Akron
Akron Engineering Bureau
166 South High Street
Design Division, Room 701
Akron, OH 44308-1652

ATTN: Project Manager

Invoice Date MM/DD/YYYY
Invoice Date Range January 1 - February 1, 2013
Invoice No. 123456
Payment Request No. 3
Project No. 2013-000-00
Project Name Main Street Improvements
Fund-Org 12345-P67891
Agreement MM/DD/YYYY

Invoice Summary

Item	Contract Amount	Complete This Period	Previous Complete To Date	Total Complete To Date
Section I - Roadway (Lump Sum)	\$415,500.00	\$75,000.00	\$90,000.00	\$165,000.00
Section II - Subconsultants (Cost Plus)	\$5,000.00	\$4,550.00	\$0.00	\$4,550.00
Section III - Project Meetings and Coordination (Cost Plus)	\$35,000.00	\$10,000.03	\$1,000.00	\$11,000.03
Section IV - Bid, Award, and Construction Assistance	\$50,000.00	\$5,000.21	\$0.00	\$5,000.21
Section V - Reimbursables	\$15,000.00	\$150.00	\$0.00	\$150.00
TOTALS	\$520,500.00	\$94,700.24	\$91,000.00	\$185,700.24

Total Contract Amount \$520,500.00
Fee Earned to Date \$185,700.24
Less Previous Billings \$91,000.00

Total Amount This Invoice **\$94,700.24**

Section I - Roadway (Lump Sum)

Item	Contract Amount	% Complete This Period	% Complete Previous	% Complete To Date
Part A - Field Survey	\$50,000.00	5%	90%	95%
Part B - Design	\$150,000.00	30%	10%	40%
Part C - Maintenance of Traffic	\$30,000.00	30%	0%	30%
Part D - Signing and Pavement Markings	\$12,000.00	10%	0%	10%
Part E - Traffic Signals	\$10,000.00	0%	0%	0%
Part F - Drainage Design	\$25,000.00	25%	0%	25%
Part G - Bridge	\$45,000.00	0%	0%	0%
Part H - ROW Plans, Staking, Deed Descriptions	\$53,000.00	5%	5%	10%
Total	\$375,000.00	20%	24%	44%

Total for Section I **\$75,000.00**

Section II - Subconsultants (Cost Plus)

Item	Contract Amount	Complete This Period	Previous Complete To Date	Total Complete To Date
Part I - Geotechnical Investigation Drillers USA, LLC - <i>Attach documentation</i>	\$45,000.00	\$4,174.45	\$0.00	\$4,174.45
Part J - Environmental Update Akron Environmental, Inc. - <i>Attach documentation</i>	\$500.00	\$375.55	\$0.00	\$375.55
Total	\$45,500.00	\$4,550.00	\$0.00	\$4,550.00

Total for Section II **\$4,550.00**

Section III - Project Meetings and Coordination (Cost Plus)

Part A - Monthly Meetings

Project Representative	John Smith	47.5	Hours	@	\$32.89	=	\$1,562.28
Designer	Jim Brown	20.0	Hours	@	\$31.09	=	\$621.80
	Total Hours	67.5					Subtotal \$2,184.08

Total for Part A \$2,184.08 x 2.5 **\$5,460.19**

Part B - Public Meetings and Photographs

Administrative Aide	Jan Doe	20.5	Hours	@	\$27.98	=	\$573.59
Engineer	Bob Smith	34.5	Hours	@	\$36.01	=	\$1,242.35
	Total Hours	55.0					Subtotal \$1,815.94

Total for Part B \$1,815.94 x 2.5 **\$4,539.84**

Total for Section III **\$10,000.03**

Section IV - Bid, Award, and Construction Assistance

Part A - Bid and Award Service

Construction Technician I	Jane Doe	9.0	Hours	@	\$28.00	=	\$252.00
Project Manager	John Smith	24.5	Hours	@	\$40.50	=	\$992.25
	Total Hours	33.5					Subtotal \$1,244.25

Total for Part A \$1,244.25 x 2.5 **\$3,110.63**

Part B - Construction Services

Construction Technician I	Jim Jones	5.5	Hours	@	\$26.97	=	\$148.34
Construction Technician II	James Adam	15.0	Hours	@	\$40.50	=	\$607.50
	Total Hours	20.5					Subtotal \$755.84

Total for Part B \$755.84 x 2.5 **\$1,889.59**

Total for Section IV **\$5,000.21**

Section V - Reimbursables

Blueprints (outside source) - *Attach documentation* \$150.00

Total for Section V **\$150.00**

PLEASE REMIT TO 123 Market Street, Columbus, OH 43220

TOTAL AMOUNT DUE THIS INVOICE **\$94,700.24**

Approved:

Must B. Signed

1/1/2013

A&B Consultants, Inc. Project Manager

Date