

Ascension Parish
Professional Selection Committee Manual
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CHAPTER 1 - INTRODUCTION.....	3
1.0 Purpose	3
1.1 Target Audience	3
1.2 Suggested Reading Order	3
CHAPTER 2 - CONSULTANT CONTRACTS	4
2.0 Introduction	4
2.1 Decision Factors for Different Types of Contracts	4
2.2 Professional Services Selection Committee	5
2.2.1 Justification for Consultant Procurement	5
2.2.2 Notice/Advertisement Process	5
2.2.3 Competitive Selections	7
2.2.4 Non-Competitive Selections	7
2.2.5 Contract Execution	7
2.2.6 Prime Consultants and Sub-Consultants	8
2.2.7 Staffing Plan	9
2.3 Standard Contract Stages and Parts	9
2.4 Contract Amendments	9
2.4.1 Proposal Format for Contract Amendments	10
2.5 Overtime	10
2.6 Insurance Requirements	10
2.7 Errors and Omissions	10
CHAPTER 3 - NON-NEGOTIATED CONTRACTS	12
3.0 General Description	12
3.1 Compensation for Original Contract	12
3.2 Initial Meeting	12
3.3 Contract Amendments for Pre-Determined Type Contracts	13
CHAPTER 4 — NEGOTIATED CONTRACTS.....	14
4.0 Introduction	14
4.1 Initial Meeting	14
4.2 Scope of Services Proposal	14
4.3 Compensation Proposal	15
4.4 Negotiation Procedure	16
4.5 Contract Amendments for Negotiated Type Contracts	17
CHAPTER 5 - INVOICES AND PROJECT SCHEDULES	18
5.0 Introduction	18
5.1 Progress Schedules	18
5.2 Invoices	18

CHAPTER 1 - INTRODUCTION

1.0 Purpose

This manual outlines the Ascension Parish policies and procedures necessary to:

- A. Identify consulting firms interested in providing engineering, right of way, and other professional services
- B. Evaluate and select such Consultants
- C. Negotiate the Scope of Services to be provided, develop the contract documents, and process and execute the applicable documents with the selected Consultant(s)
- D. Administer the contractual documents

1.1 Target Audience

The audiences targeted by this manual are:

- A. Consultants wishing to offer their professional consultant services to Ascension Parish
- B. Ascension Parish personnel and Selection Committee Members involved in the consultant contract process
- C. Elected officials and administrators involved in the consultant selection process.

1.2 Suggested Reading Order

The reader should begin by reading the Table of Contents prior to reading each chapter contained in the Manual. It will also be advantageous to remember that Ascension Parish uses both pre-determined (non-negotiated) and negotiated type scope of services and compensation contracts as covered by the following:

- Chapter 2: Contains information on all types of contracts.
- Chapter 3: Contains information on non-negotiated type contracts, where Ascension Parish defines the scope of services and determines the compensation
- Chapter 4: Contains information on negotiated type contracts; where a scope of services is solicited from the Consultant resulting in a negotiated agreed to scope of services, and then the submission of a work assessment that is negotiated to determine the contract compensation
- Chapter 5: Contains information pertinent to administration of contracts.

CHAPTER 2 - CONSULTANT CONTRACTS

2.0 Introduction

This chapter contains information concerning topics relative to several types of contracts. The following types of contracts are acceptable to Ascension Parish:

- A. Non-negotiated Contracts (Pre-determined compensation): either lump sum or actual cost plus fixed fee with a maximum compensation limitation,
- B. Negotiated Contracts: either lump sum or actual cost plus fixed fee with a maximum compensation limitation;
- C. Retainer Contracts: with a maximum compensation limitation and the Task Orders being either of the above Type A or B or, Type D (below); typically Retainer Contracts are chosen due to their flexibility to perform like kind services parish-wide for projects which may require urgency; Retainer Contracts are also well suited to maximize the use of limited resources.
- D. Other Types of Contracts: either non-negotiated or negotiated with a maximum compensation limitation can occasionally involve:
 - 1. Cost per unit of work-, or
 - 2. Specific rates of compensation.

2.1 Decision Factors for Different Types of Contracts

The most important consideration in determining the choice of contract type is the degree of confidence that Ascension Parish has to reasonably determine the project scope and compensation, involving such elements as:

- A. Complexity
- B. Project/Contract scope of services and/or compensation size
- C. Potential for encountering unknowns during the prosecution of the work

Contracts for smaller projects that are low to moderate in complexity and for which the scope is well defined would typically be non-negotiated. This type of contract is generally lump sum, but may also be cost plus fixed fee with a maximum compensation limitation. Contracts for projects that are more complex, larger, and particularly where the scope of services is difficult to determine or precisely develop, would be negotiated. This type of contract is generally cost plus fixed fee with a maximum compensation limitation, but may also be lump sum.

2.2 Professional Services Selection Committee

The Ascension Parish Council adopted an ordinance on September 18, 2008 which established the Professional Services Selection Committee. This Committee/Process is used for selection of services related to:

- A. Pre-construction Engineering
- B. Construction Engineering Services
- C. Research
- D. Planning
- E. Environmental & related activities
- F. Surveying Services
- G. Right-of-way acquisition Services
- H. Other engineering related services
- I. Professional Services (other than engineering)

For large and complex projects, a two-tiered selection with an oral presentation, interview, and work plan in the second tier of the evaluation may be considered. A cost proposal may also be a factor which is considered in the second tier of evaluation for state-funded projects.

2.2.1 Justification for Consultant Procurement

Three conditions that justify employment of a Consultant by Ascension Parish are:

- A. The magnitude of work involved would place a demand upon the available work force of Ascension Parish. If internal staff performs the contemplated work, to the extent that it would be necessary to defer other routine or essential work.
- B. The contemplated project is determined to be of such a specialized nature that Ascension Parish would be required to go outside of its own staff for expertise in the appropriate field(s) to accomplish the work.
- C. The time frame within which the contemplated work must be completed is determined to be such that Ascension Parish cannot undertake the work and maintain its current program on schedule.
- D. The estimated consultant services fees exceed \$50,000.

2.2.2 Notice/Advertisement Process

The Project Manager or the Chief Engineer develops a scope of work for the Professional Services Selection Committee for the subject project. Once completed, the Project Manager transmits the scope of services and estimate of work-hours required to perform the services to the Purchasing Manager. At a minimum, the scope of services includes the following:

- A. Public Notice including Project description
- B. Scope of services

- C. Evaluation Criteria and Selection Process
- D. Items to be provided by Ascension Parish Government
- E. Contract time and the estimated compensation
- F. Project limits and a vicinity map on 8 1/2" X 11" format
- G. Standard form APG-1001 (including instructions to APG-1001)

There are basically two types of notices, differing somewhat in their content, and described as follows:

- A. Notice/Advertisement for Non-Negotiated Contracts: In general, these notices contain more information than notices for negotiated contracts. The additional information (i.e., the estimated number of plan sheets) is provided so that prospective Consultants may make their own assessment of Ascension Parish's estimate of the contract compensation. Respondents to notices for non-negotiated compensation contracts are assumed to have evaluated the compensation in relation to the scope of services, and found it acceptable. Should it be found unacceptable, the Consultant should contact the Professional Services Selection Committee Chairman for further action.
- B. Notice/Advertisement for Negotiated Contracts: These types of contracts will contain information necessary for a Consultant to best structure their own response.

All Notice/Advertisements will contain pertinent information such as:

- A. Ascension Parish's consultant rating process, including evaluation criteria
- B. Instructions on how to respond to an Advertisement
- C. Deadline date and time for receipt of responses
- D. Disadvantaged Business Enterprises (DBE) participation requirements and/or encouragements (if applicable)
- E. When appropriate, instructions on obtaining packets for additional information
- F. Minimum personnel requirements
- G. Project limits and vicinity map (if applicable)
- H. Where to mail or deliver responses

Once the Notice/Advertisement has been prepared; the Chairman will transmit to the Ascension Parish Chief Administrative Officer for review and approval.

The Purchasing Manager sends a brief synopsis of the Notice/Advertisement to "The Advocate", the "Gonzales Weekly Citizen", and the "Donaldsonville Chief" for

publication. The Notice/ Advertisement is then posted on the Ascension Parish Website www.ascensionparish.net The advertisement will be posted for fourteen days.

All Notice/Advertisements will require a completed, and current "Professional Engineering and Related Services", Standard Form APG-1001. Any consulting firm failing to submit any of the required information may be considered non-responsive. Name(s) of the Consultant/Team listed on the APG-1001 must precisely match the names filed with the Louisiana Secretary of State, Corporate Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors.

2.2.3 Competitive Selections

Ascension Parish uses a shortlist selection process for competitive selection of consultants. The Professional Services Selection Committee reviews the responses, applies a numerical rating system, and provides a shortlist containing the three highest scoring consulting firms/teams (if there are 3) to the Parish Council for their consideration and selection of one consulting firm/team from the shortlist. All respondents will be notified via the Ascension Parish Website as to the Council's final selection of the Consultant for a project. The Internet access site is www.ascensionparish.net. Respondents can obtain information regarding the shortlist via a written request or a debriefing meeting with the Professional Services Selection Committee Chairman.

2.2.4 Non-Competitive Selections

In special and rare circumstances, non-competitive selections may be utilized. These circumstances include:

- A. Specialty contracts where the necessary expertise is available only from a single, or possibly a few, source(s)
- B. A particular project for which the contract has been satisfactorily completed and closed out at an earlier date, and which may require additional services by the Prime Consultant and/or, if applicable, the Prime's Sub-consultant
- C. Contracts requiring immediate action
- D. Contracts for professional services where the estimate fee is under \$50,000

Whenever the need for a non-competitive selection is ascertained, the appropriate Department Head must receive written approval from the Parish President.

2.2.5 Contract Execution

After the selection of a Consultant has been made on non-negotiated type contracts or after the selection and negotiations have been completed, and the compensation provisions have been approved on negotiated type contracts-, Ascension Parish will send the selected Consultant a contract for review. If found acceptable, the Consultant is required to sign four (4) copies of the contract with the approved signature as certified by a Board Resolution for

Corporations or a Power of Attorney for Sole Proprietorships, and return the contract within seven days of receipt.

Forms required for proper and precise contract execution are:

A. For Corporations and Companies: Corporate/Company Certified Board Resolution, clearly authorizing and designating an officer of the consulting firm, by name, to sign contracts for the firm. Also, a Disclosure of Ownership Certificate from the Secretary of State's Office. Corporations domiciled outside Louisiana are required to submit a Certificate of Authority issued by the Louisiana Secretary of State.

B. For Sole Proprietorships: A Power of Attorney/Affidavit is required.

C. Certification of Professional Liability Insurance

After all necessary approvals, signatures, and forms are obtained; one (1) copy of the executed contract will be returned to the Consultant with a transmittal letter. The transmittal letter will usually contain a Notice-to-Proceed date and the name of the Ascension Parish Project Manager. Occasionally, the letter will state that a Notice -to- Proceed will be issued at a later date and by whom.

2.2.6 Prime Consultants and Sub-Consultants

Ascension Parish contracts only with Prime Consultants. It is the responsibility of the Prime and its sub-consultant(s) to contract with each other. Primes and their sub-consultants should present a reasonably accurate description of duties and percentage of total work for each in their respective responses to the Notice/Advertisement. At no time may the portion of the work to be performed by the sub-consultant exceed the portion of work to be performed by the Prime. For non-negotiated type contracts, it is desirable for the team members to reach their respective contractual agreements early, since the chosen Consultant (Prime) has only seven (7) days to execute and return the contract to Ascension Parish.

Occasionally, after the execution of the contract, the Prime Consultant may request the use of a sub-consultant or the replacement of an existing sub-consultant. A request must be submitted in writing to the Project Manager with justification. This justification will be reviewed and submitted to the Chief Engineer for a recommendation and the Chief Administrative Officer for approval.

In order to insure the stability of a selected consultant team, no substantial or significant changes in teaming partners and compensation can occur after the award has been made. Ascension Parish requires that all sub-consultants shown on Standard Form APG-1001 remain on the selected consultant team in the manner in which their role was described, since their qualifications were used in the selection process. However, since the successful completion of the project is the Prime Consultant's responsibility, the Prime has the option of changing a sub-consultant if the sub-consultant is in default. Under all circumstances, any proposed changes to the consultant team, after the selection has been made, must be submitted in writing to the Project Manager with justification. This justification will be reviewed and submitted to the Chief Engineer for a recommendation and the Chief Administrative Officer for approval.

2.2.7 Staffing Plan

Ascension Parish requires that the key personnel shown on the Staffing Plan submitted with Standard Form APG-1001 remains unchanged during the course of the project. Major changes to the Staffing Plan or key personnel assigned to the project must be submitted to the Project Manager and the Chief Engineer for approval.

2.3 Standard Contract Stages and Parts

Ascension Parish standard contracts are usually divided into the following stages and parts:

- I. Traffic Impact Study
- II. Preliminary Design/Exhibits
- III. DOTD Permit Application/Approval Process (if applicable)
- IV. Topographic Survey
- V. Geotechnical Investigation
- VI. Final Design
- VII. R/W Acquisition (per parcel from title work through negotiations)
- VIII. R/W Map Preparation
- IX. Contract Preparation/Bidding
- X. Construction Support/Inspection Services

Although it is possible that a contract could have all of the above parts, a typical design contract will likely have only two or three parts.

The contract will segregate compensation according to the Stages and Parts. In cost plus fixed fee with maximum compensation limitation contracts, a separate maximum limit will be set for each Part of each Stage. Funds shall not be transferred from one Stage or Part to another without prior approval of the Chief Administrative Officer. The Consultant's accounting system must segregate costs by Stage and Part.

2.4 Contract Amendments

The Consultant will make minor revisions in the described work without additional compensation as the work progresses. Considerations for minor revisions have been included in the compensation computations. If Ascension Parish requires more substantial revisions or additional work which the Consultant believes to warrant additional compensation, the Consultant will notify Ascension Parish in writing within thirty days of being instructed to perform such work. If Ascension Parish agrees that the required work is necessary and warrants additional compensation, the contract will be augmented by Supplemental Agreement.

Supplemental Agreement — A supplemental agreement will be issued for the additional services required for the project. A supplemental agreement will be required when the additional work represents a change in the original scope of the contract, or when the estimated compensation for the additional work plus exceeds ten percent of the cumulative value of all contract compensation to date.

The Consultant shall not commence any additional work requiring extra compensation until one of the supplemental agreement described above has been executed, and authority to proceed has been given in writing by the Ascension Parish.

2.4.1 Proposal Format for Contract Amendments

The formats to be used for contract amendment proposals are described as follows:

- A. Non-Negotiated Type Contracts: The Consultant may submit a detailed scope of services description and a list of appropriate descriptive line items for work-hour estimations (work-hours and compensation are not included). Ascension Parish will review the proposal, reconcile any differences in perception of the scope of services, estimate the required work effort, and calculate the compensation. Usually, the Consultant's reasonable average salary and overhead rate information will be used in preparation of the compensation package.

- B. Negotiated Type Contracts: The proposed format differs from the above in that the Consultant supplies a scope of services, work-hours, direct expenses, and compensation calculations (see Chapter 4 for additional information).

2.5 Overtime

Unless considered in negotiations, and/or included in the compensation calculations, and specifically approved in writing in advance, overtime charges will not be allowed on any contracts. However, overtime charges may be allowed for construction inspection projects where the consultant is required to adhere to the contractor's schedule.

2.6 Insurance Requirements

The following is the clause entitled "Insurance Requirements":

"During the term of this Agreement the Consultant shall carry Professional Liability Insurance in the amount of \$1,000,000. This insurance shall be written on a "claims-made" basis. The Consultant shall provide, or cause to be provided, a Certificate of Insurance to Ascension Parish showing evidence of such Professional Liability Insurance."

2.7 Errors and Omissions

It is understood that the preparation of Preliminary and Final Plans, specifications and estimates, and all other work required of the Consultant under Contract shall meet the standard requirements as to general format and content, and shall be performed to

the satisfaction and approval of Ascension Parish. Ascension Parish's review, approval, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any of Ascension Parish's rights or of any causes of action arising out of or in connection with the performance of this Contract.

The Consultant shall be responsible for the professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Consultant. Ideally, errors or substandard work shall be revealed during normal work reviews. In such cases, the work should be returned for correction and payments withheld until delivery of an acceptable product. The Consultant shall, without additional compensation, also correct or revise any deficiencies discovered subsequent to final acceptance by Ascension Parish in its designs, plans, drawings, specifications or other services, resulting from any negligent act, or omissions by the Consultant. If the project schedule requires that Ascension Parish's staff make corrections due to oversight, errors or omissions by the Consultant, the Consultant shall be responsible for reasonable cost incurred by Ascension Parish to make the corrections. The Consultant shall be charged the actual payroll cost for making such corrections plus the applicable overhead cost not to exceed the allowable overhead for the Consultant's firm for this Contract. In addition to costs that may be necessary to make corrections to the plans, the Consultant (or his insurer) shall be responsible for costs to correct design errors during construction. This cost to be recovered shall include the administrative cost of processing the Change Order due to design errors and omissions.

A cost recovery process to assess the administrative costs associated with moving the bid date or issuing addenda to the plans/proposal for oversights, errors and or omissions, caused by the Consultant shall be charged to the Consultant. This cost shall cover the actual payroll cost, cost of a new advertisement and applicable overhead cost not to exceed the allowable overhead for the Consultant's firm for this Contract.

CHAPTER 3 - NON-NEGOTIATED CONTRACTS

3.0 General Description

For non-negotiated (pre-determined) scope and compensation contracts, Ascension Parish defines the scope of services, and determines the compensation. The Notice/Advertisement for the original contract will:

- A. Describe the project
- B. Define the scope of services
- C. State the compensation
- D. Define the method of payment

Consultants are encouraged to examine the scope and compensation to see if, in their judgment, the scope is correct, and the compensation commensurate with such scope. If they agree that all is satisfactory, their signed response Standard Form APG-1001 indicates acceptance of the compensation and terms in the Notice/Advertisement.

The firm that receives the award is expected to execute the contract and return it within seven (7) days of receipt to Ascension Parish. For this reason, it is suggested that preliminary agreements between Prime and Sub-consultant (if applicable) be relatively detailed at the time of response. (See Section 2.2.6 for more details).

Pre-determined (non-negotiated) contracts are simpler and faster to process and execute than negotiated compensation contracts. When their use is appropriate, pre-determined type contracts are preferable to negotiated contracts. There are limitations to the use of pre-determined contracts (see Section 2.1 for additional details on decision factors for different types of contracts).

3.1 Compensation for Original Contract

Due to the fact that LA DOTD maintains a large database of salary and overhead rates, Ascension Parish uses the statewide average salary and overhead rate currently published by DOTD at the time the advertisement is published. The Professional Services Selection Chairman and Project Manager use the specified scope of work, work-hours, and DOTD rate information to prepare the compensation package. The current DOTD rate information can be obtained at <http://webmail.dotd.louisiana.gov/ContWeb.nsf/General?OpenPage> under "Statewide Average Salary and Overhead Rate." The current DOTD rate information for Right Of Way services can be found on the Ascension Parish Website.

3.2 Initial Meeting

As soon as possible after the award, the Project Manager will schedule an initial meeting with the selected Consultant and appropriate personnel. The purpose of

this meeting is to transfer data and materials from Ascension Parish to the Consultant and discuss in detail the scope of the project and anticipated schedule.

3.3 Contract Amendments for Pre-Determined Type Contracts

Contract amendments for pre-determined type contracts are also non-negotiated. Pre-determined type contract amendments are simpler and faster to process and execute than negotiated type contract amendments. The compensation supplemental agreements and Task Orders issued under a retainer contract is the same as for the original contract, except that the Consultant's salary and overhead rate information will be used.

CHAPTER 4 — NEGOTIATED CONTRACTS

4.0 Introduction

The two types of negotiated contracts acceptable to Ascension Parish are lump sum compensation and cost plus fixed fee with a maximum compensation limitation. There are many similarities between the two, as shown below:

- A. Proposal format is identical
- B. Negotiation procedures are similar
- C. Calculation procedure for the total estimated cost is identical

Negotiated cost plus fixed fee with a maximum compensation limitation contracts vary from negotiated lump sum compensation contracts in that:

- D. The amount paid for the negotiated cost plus fixed fee with a maximum compensation limitation contract is the actual documented cost up to the negotiated maximum contract limitation while the amount paid for the negotiated lump sum compensation contract is the entire lump sum compensation, based on:
 - a. Work-hours
 - b. Salary and overhead rates
 - c. Direct expenses

Fixed fee and maximum compensation limitation amounts are not adjusted as a result of completed differences between the actual values and those used to determine compensation for the contract.

4.1 Initial Meeting

Within fifteen days after the award, the Ascension Parish Project Manager will schedule a meeting with the selected Consultant and appropriate parish personnel. The purpose of this meeting is to transfer data and material from Ascension Parish to the Consultant and discuss the scope of the project. A guideline will be given to the Consultant, consisting of a list of references and miscellaneous information relative to invoicing and project milestones. The Consultant will be required to read these guidelines and return a signed copy to the Project Manager.

4.2 Scope of Services Proposal

A scope of services proposal will be solicited at the initial meeting by the Project Manager. The proposal must **not** include work-hours or proposed compensation.

Ascension Parish and any other affected parties will review the scope and reconcile differences with the Consultant.

The proposal will be typed on 8 1/2"X11" papers, with the pages numbered consecutively, and contain the following:

- A. A transmittal letter, signed by the Principal of the Prime firm
- B. A detailed narrative describing the scope of services
- C. A list of line items which include:
 - 1. A description of the work to be performed by the Prime Consultant and each subconsultant, to which work-hours will be distributed at a later date, with each line item specifically and logically tied to the narrative. The personnel or salary classification shall be shown for each line item. The line item scope is developed for the purpose of estimating work efforts. However, the narrative scope will become the "Scope of Services" for the contract.
 - 2. The proposed work divided into logical parts with the magnitude and number that facilitate the future estimation of work-hours. Caution should be exercised to make certain that work does not overlap between line items.

4.3 Compensation Proposal

After an agreement is reached on the scope of services, an independent work-hour estimate will be prepared by the Project Manager and other appropriate Ascension Parish personnel (when warranted). The Project Manager will then request in writing from the Consultant to submit a price proposal.

The Consultant's proposal will be typed on 8 1/2"X11" papers, with pages numbered consecutively, and contain the following:

- A. A transmittal letter, signed by a Principal of the Prime firm, showing a summary of the proposed compensation
- B. Previously agreed to scope of services
- C. Previously agreed to list of line items, with each item showing the estimated work-hours required for each appropriate salary classification
- D. A separate sheet of calculations, showing the:
 - 1. Total work-hours for each salary class multiplied by the appropriate reasonable salaries
 - 2. Sum of the amounts for each salary class (direct salary costs)

3. Overhead percentage and amount
4. Profit/fixed fee
5. Estimated direct expenses (in detail)
6. Contingencies (Cost Plus Fixed Fee with a Maximum Compensation Limitation Contracts)
7. Maximum limitation (Sum of Items 2, 3, 4, 5, and 6)

Items D1 through D7 are shown separately for each Phase and Part, and for each discipline such as Road Design or Bridge Design. When there are to be Sub-consultants, items D1 through D7 are shown separately for each Sub-consultant. A separate summary sheet for the Firm/Team is required. This sheet shows the individual and total for lump sum(s), or fixed fee(s) and maximum limitation(s).

4.4 Negotiation Procedure

The Consultant's proposal(s) are distributed to all reviewers and other interested parties. The Project Manager is responsible for integrating the input from all reviewers and the following:

- A. Comparing Ascension Parish's estimate with the Consultant's by comparing the direct salary costs of the Department's work-hours to the Consultant's work-hours. Direct salary costs are computed using the total work-hours by salary class multiplied by the Consultant's reasonable salary rate for each class and summing the amounts.
- B. If negotiations are successful, a final compensation package is prepared that includes:
 1. The Consultant's compensation proposal
 2. The comparison of the Consultant's and the Department's work-hours
 3. Other miscellaneous information

The final compensation package is then:

- C. Submitted for approval to the Chief Administrative Officer
- D. If approved, the final compensation package is the basis for the preparation of the contract
- E. Direct salary cost estimate is calculated as:
 1. Compute the overall total of all work-hours in the various salary classes. (For each Stage, Phase)
 2. The work-hours are then multiplied by the Consultant's reasonable proposed salary rates. This yields the estimated direct salary costs for each salary class.
 3. The total direct salary costs are then calculated.
- F. Estimated direct salary costs are compared to the Consultant's direct salary costs. Phases, Parts, disciplines, and Sub-consultants may partition a proposal. The total direct salary costs from Ascension Parish and the Consultant are compared. Such costs include everything contained in the proposal. If the

difference is within 10%, and if agreement is reached on direct expenses, the negotiations are concluded and the Consultant's work-hours are accepted.

- G. If the difference is not within the allowed tolerance, the Project Manager or other reviewers will recommend a negotiation plan.
- H. The Project Manager and all other reviewers estimate the work effort required to accomplish the scope of services agreed upon and report this back to the Consultant.
- I. Once the negotiations are completed, the Consultant will submit a final compensation proposal.
- J. If, after several unsuccessful efforts to reach agreement within 10 days, the CAO's opinion is that further negotiations would be ineffective, a final offer will be made to the selected Consultant. If the Consultant accepts, the Project Manager will finalize and transmit the final compensation package. If the Consultant declines the final offer, the Project Manager will make a written recommendation for termination of negotiations. Then a new Consultant will be chosen from the project short list, and negotiations will begin with the new Consultant.

4.5 Contract Amendments for Negotiated Type Contracts

Contract amendments for negotiated type contracts are also negotiated. The compensation calculation for supplemental agreements and Task Orders issued under a retainer contract are the same as for the original contract.

CHAPTER 5 - INVOICES AND PROJECT SCHEDULES

5.0 Introduction

Ascension Parish wants to ensure consultants that payment for services rendered will be made in a timely manner. Cooperation between the consultant and parish officials will help the invoicing process go smoothly.

5.1 Progress Schedules

Immediately upon receiving authorization to proceed with work, the Consultant will prepare and submit to the Project Manager a proposed progress schedule which shows in particular:

- A. Appropriate items of work for each phase
- B. Times for beginning and completion by actual date
- C. Other data pertinent to the schedule
- D. It shall be revised monthly and submitted with monthly pay requests to the Project Manager

The Consultant and the Project Manager should mutually agree upon applicable review/checkpoints before work begins. They should be incorporated into the progress schedule.

5.2 Invoices

A standard certified correct invoice should be submitted separately for each project or Task Order under a retainer contract.

I. For Lump Sum Compensation Contracts:

- A. Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant will be made monthly based on a standard certified correct invoice directly proportional to the percentage of completion of work as shown in the monthly progress schedule as approved by the Project Manager.
- B. The Consultant shall submit an original certified correct monthly invoice and one (1) copy, reflecting the amount and value of work accomplished to the date of such submission, less 5% for retainage, directly to the Project Manager.
- C. The retainage will be released following completion of the work.
- D. The standard certified correct invoice shall show the total of previous payments on account for this contract, plus the amount due and payable

as of the date of the current invoice plus the Prime's Federal Tax Identification Number.

- E. A principal member of the Prime Consulting Firm to whom the contract is issued must sign and certify the invoice for correctness.
- F. Sub-consultants must be shown on the standard certified correct invoice with a breakdown of their portion of the work.
- G. Upon receipt of each invoice, the Project Manager shall check the invoice for correctness within 7 days of receipt and return if required; upon acceptance and approval of a standard certified correct invoice the Ascension Parish finance department shall pay the amount shown to be due, and payable, within thirty days of receipt.

II. For Cost Plus Fixed Fee with Maximum Compensation Limitation Contracts: (Contracts differ somewhat from Lump Sum Compensation Contracts)

- A. Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant will be made monthly based on a standard certified correct and itemized invoice, detailed to show:

Names of employees

Classification and rates of pay

Time worked

Approved Audited overhead rate (%) to cover the costs of payroll additives and overhead

Detailed summary of direct expenses with a copy of the backup.

The date the audit of Overhead was performed, and the name of who developed the Overhead rate

The Prime and their sub-consultants Federal Tax Identification Numbers are required. Sub-consultants must also be shown on their own separate invoice with a breakdown of their portion of the work

- A. Consultants cannot use overhead rates higher than their latest approved audited overhead rate on their invoices. Consultants will be allowed to invoice at a lower overhead rate than their latest approved audited rate, if they know that their overhead rate is going to be lower during a certain period of the contract, to avoid owing a large sum of money upon completion of the contract. Negotiated or self-imposed overhead rates

remain the same during the course of the contract. At no time during the life of the contract can the contracts (negotiated or self-imposed) overhead exceed the latest approved audited overhead rates.

- B. Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. Final payment for these costs will be adjusted after Project completion to reflect the actual work performed and the direct expenses incurred by the Consultant during the course of this Contract; as determined by the Ascension Parish Project Manager.
- C. In no event shall such an adjustment allow the total contract cost to exceed the reasonable limitation imposed thereon.
- D. The standard certified correct invoice shall be directly related to the monthly progress schedule. The Ascension Parish Project Manager will not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.
- E. Payments (on undisputed amounts) will be made monthly for direct expenses chargeable and identifiable to this specific contract, provided such charges are substantiated by documentation subject to audit.
- F. The direct expenses will be disallowed if subsequent audits reveal that the Consultant has not maintained adequate bookkeeping.
- G. It is understood that the Consulting firm's entire books must segregate direct expense items out of general overhead costs.
- H. The standard certified correct invoice will show the total amount earned to the date of submission and the amount due and payable as of the date of the current correct invoice as well as the pro-rata share of the fixed fee and direct expenses.
- I. The standard certified correct invoice shall reflect a five percent deduction of the total sum, exclusive of direct expenses, as an amount to be retained by Ascension Parish until satisfactory completion of the work required, or upon written authorization of the Ascension Parish Chief Administrative Officer.
- J. A principal member of the Prime Consulting Firm to whom the contract is issued must sign and certify the invoice for correctness. An original and one (1) copy of each invoice shall be submitted to the Ascension Parish Project Manager.
- K. Upon receipt of each invoice, the Project Manager shall check the invoice for correctness within 7 days of receipt and return if required;

upon acceptance and approval of a standard certified correct invoice the Ascension Parish finance department shall pay the amount shown to be due, and payable, within thirty days of receipt.

III. For Billable Rates Compensation Contracts:

- A. Payments (on undisputed amounts) to the Consultant for services rendered by the Consultant and/or sub-consultant shall be made monthly based on a standard certified correct and itemized invoice showing the line item costs incurred plus their Federal Tax Identification Number.
- B. Any labor charges for other approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved contract billable rate for that classification.
- C. Any charges for approved services other than labor shall be detailed to include vendor name, cost, and description. However, in no event shall such an adjustment allow the contract cost to exceed the maximum limitation imposed thereon.
- D. The invoice shall be directly related to the monthly progress schedule, if applicable.
- E. Ascension Parish shall not approve any invoice in which the proportional amount of the total contract compensation exceeds the percentage of project completion by more than five percent.
- F. Payments shall also be made monthly for direct expenses chargeable and identifiable to this specific Contract; provided such charges are substantiated by documentation subject to audit.
- G. Direct expenses shall be disallowed if subsequent audits reveal that adequate bookkeeping has not been maintained. It is understood that the firm's entire books must segregate these items out of general overhead figures.
- H. The standard certified correct invoice will show the total amount earned to the date of submission and the amount due and payable as of the date of the invoice.
- I. The Prime and their sub-consultants' Federal Tax Identification Numbers are required. Sub-consultants must also be shown on their own separate invoice with a breakdown of their portion of the work.
- J. The standard certified correct invoice shall reflect a five percent

deduction on the total sum, exclusive of direct expenses, as an amount to be retained by the Ascension Parish until satisfactory completion of the work required or upon written authorization of the Ascension Parish Chief Administrative Officer for the release of the retainage. As the Contract is completed and accepted by Ascension Parish, the retainage shall be released.

- K. The standard certified correct invoice shall also show the total of previous payments-on-account to this Contract and the amount due and payable as of the date of the current correct invoice.
- L. A principal member of the Prime Consulting Firm to whom the contract is issued must sign and certify the invoice for correctness. An original and one (1) copy of each invoice shall be submitted to the Project Manager.
- M. Upon receipt of each invoice, the Ascension Parish Project Manager shall check the invoice for correctness within 7 days of receipt and return if required, upon acceptance and approval of a standard certified correct invoice the Ascension Parish finance department shall pay the amount shown to be due, and payable, within thirty days of receipt.