



**AGREEMENT FOR CONSULTING SERVICES**

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of Monroe, hereinafter referred to as "City" and Hall Builders, Inc. d/b/a Hall Builders Consultants, hereinafter referred to as "Consultant":

**Purpose and Scope:**

The primary purpose of this agreement is to assist and advise the City of Monroe regarding the City of Monroe Disadvantaged Business Enterprise Program and the Federal Aviation Administration DBE Program and to ensure that all contracts comply with applicable rules and regulations and law.

**Consultant shall:**

**1. Monitor Contract Compliance, Change Orders and Review Procedures**

Consultant shall review current City of Monroe contracts as requested and submit documentation as follows:

Documentation is to be submitted on a monthly basis.

- a. Ensure that terminated DBE's are replaced with another DBE;
- b. Ensure that DBE's receive prompt payment;
- c. Monitor change orders to ensure compliance with DBE rules, as well as oversee opportunities for additional subcontracting participation;
- d. Provide a detailed list of all change orders on a monthly basis;
- e. Provide documentation on a monthly basis as required under applicable rules and regulations;
- f. Review and update appointed City employees on DBE procedures.

Total Contract Hours per Year	Rate per/hr	Annual Allocated Cost	Contract Duration
72	\$150.00	\$10,800	24 mos.

**2. Monitoring DBE Compliance**

Perform monitoring to ensure that DBE subs are utilized in a manner stated by Prime, ensuring that the DBE's receive the percentage of DBE use represented by Prime

Contractors. Such will ensure application of the rule counted toward the prime's participation, as well as auditing the subcontractors' performance to ensure that the subcontractor actually performs the "commercially useful function." Documentation is to be submitted on a monthly basis.

- a. Monitor and ensure that work committed to a DBE is actually performed by the DBE.
- b. Monitor and provide a running tally of actual DBE attainments (e.g., payments actually made to DBE firms) including a means of comparing these attainments to commitments. (To be accomplished by requesting and monitoring contractor's DBE commitments, monthly and final DBE reports requiring copies of cancelled checks to DBEs, monitoring contractor's payment request for inclusion of DBE work items, etc.)
- c. Establish Fraud Reporting System

Total Contract Hours per Year	Rate per/hr	Annual Allocated Cost	Contract Duration
212	\$150	\$31,800	24 mos.

Please be advised that these estimated costs are based upon the following assumptions:

1. That the duration of the contract will be for 24 months.
2. The amount of "average hours per month" does not represent the actual hours which will be expended on the project in each category per month but it represents the total estimated hours to be expended for the duration of the contract divided by the expected contract duration of 24 months.
3. The maximum amount of annual billings shall not exceed \$42,600.00
4. It is understood and agreed that, in the event that unforeseen changes in the operation of the contract will result in contractor having to expended more hours than estimated herein, or the City of Monroe requests more or additional services, contractor will be allowed to bill for such additional services at a rate of \$125/hour.
5. The City of Monroe understands and agrees that, if it requests contractor to allocate more time to a specified category without increasing the contract amount, then a corresponding amount of hours will be deleted from other categories in the contract.

The ultimate goal of this contract is to increase contracting opportunities for qualified DBEs, with emphasis on those located with the Ouachita Parish area.

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James E. Mayo  
City of Monroe

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Hall Builders, Inc.

# ORDINANCE

**STATE OF LOUISIANA  
CITY OF MONROE**

NO. \_\_\_\_\_

The following Ordinance was introduced by Mr. \_\_\_\_\_  
who moved for its adoption and was seconded by Mr. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AN AGREEMENT FOR SERVICES WITH HALL BUILDERS, INC. FOR CONSULTING SERVICES ON DISADVANTAGED BUSINESS ENTERPRISES AND FURTHER PROVIDING WITH RESPECT THERETO.**

**WHEREAS, the City of Monroe has a Disadvantaged Business Program for city wide projects; and**

**WHEREAS, the City of Monroe has a Disadvantaged Business Program for the Monroe Regional Airport as per FAA regulations; and**

**WHEREAS, the City of Monroe desires consultant services to oversee the implementation and regulation of these programs.**

**NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that James E. Mayo, Mayor, is hereby authorized to enter into the attached Agreement for Services between the City of Monroe and Hall Builders, Inc.**

**ORDINANCE INTRODUCED on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

**NOTICE PUBLISHED on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

**This Ordinance having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:**

**AYES:**

**NAYS:**

**ABSENT:**

**And the Ordinance was declared ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.**

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**CITY CLERK**

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**MAYOR'S APPROVAL**

\_\_\_\_\_  
**MAYOR'S VETO**