

AGREEMENT FOR LABOR COMPLIANCE MONITORING SERVICES

THIS AGREEMENT is made and effective as of April 22nd, 2025 between the City of Hawthorne, a municipal corporation ("City") and LDM Associates, Inc ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on April 22nd, 2025, and shall remain and continue in effect on an as needed basis unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

The Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full as part of its services. The Consultant may be asked to provide additional services if necessary during the term of this Agreement.

3. **PERFORMANCE**

The Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. The Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of the Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT**

(a) The City agrees to pay the Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on services indicated in Exhibit A of this Agreement unless additional payment is approved as provided in this Agreement.

(b) The Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Director of Public Works/City Engineer. The Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the Director of Public Works/City Engineer and at the time the City's written authorization is given to the Servicer Provider for the performance of said services.

(c) The Consultant will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to the Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to the Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

6. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that the Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating the Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Director of Public Works/City Engineer or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance.

In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. **OWNERSHIP OF DOCUMENTS**

(a) The Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant.

8. **INDEMNIFICATION**

When the law establishes a professional standard of care for Consultant Services, to the fullest extent permitted by law, The Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of the Consultant, its officers, agents, employees or sub Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

9. **INSURANCE**

A) The Consultant shall maintain in-force: Professional Liability Insurance. Consultant shall maintain in-force; Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of \$2,000,000 per occurrence and \$4,000,000 general aggregate for loss or damages because of wrongful or negligent acts or omissions by named insured.

B) The Consultant shall maintain in-force Workers’ Compensation and Employer’s Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this

coverage are: Workers' Compensation; Statutory in California; Employer's Liability: \$1,000,000.

C) Certificates of Insurance. The Consultant shall furnish to Customer evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, and employees shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of the Consultant's insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

10. **INDEPENDENT CONSULTANT**

(a) The Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of the Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. The Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. The City Provider shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to the Consultant in connection with the performance of this Agreement. Except for the fees paid to the Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to the Consultant for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. **UNDUE INFLUENCE**

The Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Hawthorne in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Hawthorne will receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by the Consultant in performance of this Agreement shall be considered confidential and shall not be released by the Consultant without City's prior written authorization. The Consultant, its officers, employees, agents, or sub Consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided the Consultant gives City notice of such court order or subpoena.

(b) The Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent the Consultant and/or be present at any deposition, hearing, or similar proceeding. The Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by the Consultant. However, City's right to review any such

response does not imply or mean the right by City to control, direct, or rewrite said response.

15. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City because of the personal nature of the services to be rendered pursuant to this Agreement.

16. **LICENSES**

At all times during the term of this Agreement, the Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Hawthorne.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind the Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWTHORNE:

CONSULTANT:

VONTRAY NORRIS
City Manager
City of Hawthorne

By:_____
Name:
Title:
LDM Associates, Inc

APPROVED AS TO FORM:

ATTEST:

ROBERT KIM
City Attorney
City of Hawthorne

DAYNA WILLIAMS-HUNTER
City Clerk
City of Hawthorne

EXHIBIT A

Proposal



April 1, 2025

Selena Acuna, Acting Public Works Manager
City of Hawthorne, Department of Public Works
4455 West 126th Street
Hawthorne CA 90250

**Subject: Proposal for Labor Compliance Monitoring Services
Resurfacing of the Runway 7-25 and Resurfacing of Taxiways and Trench Drain
Extension for Hawthorne Municipal Airport (Project # 25-06)**

Dear Ms. Acuna:

Thank you for providing LDM Associates, Inc. (LDM) with the opportunity to provide labor compliance monitoring services for the City of Hawthorne's Resurfacing of the Runway 7-25 and Resurfacing of Taxiways and Trench Drain Extension for Hawthorne Municipal Airport (Project # 25-06). We are confident that our extensive experience, qualified staff, and innovative tools will enable us to deliver high-quality services that exceed your expectations and requirements.

Based on information provided by David Esfandi on April 1, 2025, this 20 working-day construction contract will be out to bid in the next two months and is anticipated to start on or about July 1, 2025.

We will use LCPtracker™ to monitor all participating construction contractors and ensure they submit accurate and timely certified payroll reports to the California Department of Industrial Relations. LDM proposes to provide the requested contract and labor compliance monitoring services for a fixed-fee of \$17,900, due upon issuance of the notice to proceed.

LDM, along with its affiliate (MDG Associates, Inc.), has been providing high-quality services to municipal agencies and private clients for over 35 years. Our consulting team is comprised of highly qualified professional staff with expertise in all aspects of community development, grants management and prevailing wage compliance. This includes managing grants through the federal and state levels such as the U.S. Department of Housing and Urban Development (HUD), Department of Energy (DOE), California State Parks, and California Department of Housing and Community Development (HCD).

If you have any questions regarding this proposal, please feel free to contact me at (909) 476-6006.

Respectfully Submitted,

Clint Whited

Clint Whited
Senior Vice President

Enclosure: Corporate Profile

Description of Firm

LDM Associates, Inc. (LDM) was established in 1988 and has undergone steady growth since its inception. LDM is a corporation registered in the State of California. In response to our clients' needs, LDM provides a wide variety of Community Development consulting services including, but not limited to grants management; administration and implementation of housing and commercial rehabilitation programs; labor compliance monitoring; administration of other housing programs; and project management services.

LDM is comprised of individuals with a wide variety of expertise including the services requested by the City. Currently, LDM has 42 staff members. Our staff provides grants management training on behalf of HUD to grantees throughout the country in the areas of "Basically CDBG," Assessment of Fair Housing (AFH), Disaster Recovery Grant Reporting (DRGR), eCon Planning Suite, CPD Maps, and the Integrated Disbursement Information System (IDIS). Our staff currently assists grantees through HUD's Ask a Question (AAQ) portal in the areas of CDBG, HOME, and DRGR. In addition, our staff is regularly tasked by HUD Headquarters to provide technical assistance (TA) to high-risk grantees throughout the country.

Six (6) of our staff members are part of the labor compliance monitoring team, with expertise in the Davis-Bacon Act, State Prevailing Wage, Minority and Women Owned Business, Disadvantaged Business Enterprise, Section 3, and other associated requirements.

LDM provides administrative and management services to cities that are seeking a consultant that can act as an extension of their staff and look after the best interest of the City.

Labor Compliance Monitoring Services

We are currently under contract to provide labor compliance services to 13 cities in Southern California. Our typical scope of work includes preparation or review of bid documents for compliance with Federal labor standards and requirements including but not limited to Davis-Bacon and Related Acts, Section 3, and DOL regulations; attending pre-bid and pre-construction meetings to present information on Davis-Bacon and Section 3 requirements; reviewing submitted bid documents for compliance; comprehensively analyzing 100% of all certified payroll reports for compliance, establish and maintain contractor and subcontractor labor files; conduct employee field interviews and document posting compliance; reconcile weekly certified payroll reports and supporting documentation; monitor contractors for Section 3 accomplishments; schedule labor compliance file reviews prior to release of retention funds; and address and resolve any underpayment or deficiency issues.

We use industry-standard tools including using LCPtracker™ to deliver exceptional value to our clients and their construction contractors. These tools 1) help participating contractors produce accurate and compliant certified payroll reports electronically in one central place, 2) reduce reporting lag time, 3) reduce errors and violations, 4) provide greater success in the event of any compliance audit or investigation.

Public Agencies Provided Services in Last 2 Years and 5 Years.

Client	Con Plan/ AI/CPP	CDBG HOME Grant Mgmt..	CDBG/ HOME TA	Housing/ Comm. Rehab. Admin.	Housing/ Comm. Rehab. TA	CARES Act or CDBG-CV TA	Davis-Bacon Monitoring/ Section 3	Disaster Recovery (CDBG-DR)	Misc. HUD Programs TA
Services Provided in Last 2 Years									
Apple Valley, CA	X	X		X		X	X		
Azusa, CA							X		
Baldwin Park, CA	X		X						
Carson, CA			X	X		X			
Commerce, CA		X		X					
Commonwealth of Puerto Rico			X*		X			X	
Corona, CA	X	X		X		X	X		
County of Allegheny, PA			X						
County of Henrico, VA			X*						X*
County of Imperial, CA									X
County of Los Angeles, CA			X						X
County of Orange, CA						X			
County of San Bernardino, CA			X						X
Dallas, TX			X		X				
Downey, CA	X	X		X		X			X
Duarte, CA		X					X		
Fontana, CA	X	X		X		X	X		
Fresno, CA			X		X				
Hawthorne, CA	X	X		X		X	X		
Hesperia, CA	X	X		X		X	X		X
Irvine, CA	X	X		X		X	X		X
La Cañada Flintridge, CA		X		X					X
La Habra, CA	X		X	X		X			
Los Angeles, CA			X						X
New York City						X			
Palmdale, CA	X	X		X		X	X		X
Paramount, CA	X	X		X		X	X		X
Rancho Cucamonga, CA	X	X		X		X			X
San Dimas, CA		X		X					
San Juan, PR			X*		X*				
Santa Ana, CA	X		X			X			X
Seattle, WA			X*						X*
State of California			X			X		X	
State of Iowa			X*		X*	X*			
State of New Mexico			X						X
State of North Dakota			X*		X*				
Temecula, CA	X	X			X	X	X		
Tucson, AZ			X*						X*
Upland, CA	X	X		X		X	X		X
Walnut, CA		X		X			X		
Services Provided in Last 5 Years									
Albuquerque, NM	X		X		X				
Arecibo, PR			X*		X*				
County of Harris, TX								X	
County of Santa Barbara, CA		X							X
Detroit, MI			X*		X*				
Houston, TX								X	
Kansas City, KS			X*						
County of Riverside, CA	X								
Simi Valley, CA			X*		X*				X*
State of Utah			X*						X*
Tulsa, OK			X*						X*

*Conducted on behalf of HUD



April 1, 2025

Selena Acuna, Acting Public Works Manager
City of Hawthorne, Department of Public Works
4455 West 126th Street
Hawthorne CA 90250

**Subject: Proposal for Labor Compliance Monitoring Services
Hawthorne Police Department Roof Replacement Project (Project # 25-09)**

Dear Ms. Acuna:

Thank you for providing LDM Associates, Inc. (LDM) with the opportunity to provide labor compliance monitoring services for the City of Hawthorne's Police Department Roof Replacement Project (Project # 25-09). We are confident that our extensive experience, qualified staff, and innovative tools will enable us to deliver high-quality services that exceed your expectations and requirements.

Based on information provided by David Esfandi on April 1, 2025, the project is comprised of a \$879,663 prime contract awarded on expected to be completed within 60 working days.

We will use LCPtracker™ to monitor all participating construction contractors and ensure they submit accurate and timely certified payroll reports to the California Department of Industrial Relations. LDM proposes to provide the requested contract and labor compliance monitoring services for a fixed-fee of \$12,750, due upon issuance of the notice to proceed.

LDM, along with its affiliate (MDG Associates, Inc.), has been providing high-quality services to municipal agencies and private clients for over 35 years. Our consulting team is comprised of highly qualified professional staff with expertise in all aspects of community development, grants management and prevailing wage compliance. This includes managing grants through the federal and state levels such as the U.S. Department of Housing and Urban Development (HUD), Department of Energy (DOE), California State Parks, and California Department of Housing and Community Development (HCD).

If you have any questions regarding this proposal, please feel free to contact me at (909) 476-6006.

Respectfully Submitted,

Clint Whited

Clint Whited
Senior Vice President

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LDM is comprised of individuals with a wide variety of expertise including the services requested by the City. Currently, LDM has 42 staff members. Our staff provides grants management training on behalf of HUD to grantees throughout the country in the areas of "Basically CDBG," Assessment of Fair Housing (AFH), Disaster Recovery Grant Reporting (DRGR), eCon Planning Suite, CPD Maps, and the Integrated Disbursement Information System (IDIS). Our staff currently assists grantees through HUDs Ask a Question (AAQ) portal in the areas of CDBG, HOME, and DRGR. In addition, our staff is regularly tasked by HUD Headquarters to provide technical assistance (TA) to high-risk grantees throughout the country.

Six (6) of our staff members are part of the labor compliance monitoring team, with expertise in the Davis-Bacon Act, State Prevailing Wage, Minority and Women Owned Business, Disadvantaged Business Enterprise, Section 3, and other associated requirements.

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We use industry-standard tools including using LCPtracker™ to deliver exceptional value to our clients and their construction contractors. These tools 1) help participating contractors produce accurate and compliant certified payroll reports electronically in one central place, 2) reduce reporting lag time, 3) reduce errors and violations, 4) provide greater success in the event of any compliance audit or investigation.

Public Agencies Provided Services in Last 2 Years and 5 Years.

Client	Con Plan/ AI/CPP	CDBG HOME Grant Mgmt..	CDBG/ HOME TA	Housing/ Comm. Rehab. Admin.	Housing/ Comm. Rehab. TA	CARES Act or CDBG-CV TA	Davis-Bacon Monitoring/ Section 3	Disaster Recovery (CDBG-DR)	Misc. HUD Programs TA
Services Provided in Last 2 Years									
Apple Valley, CA	X	X		X		X	X		
Azusa, CA							X		
Baldwin Park, CA	X		X						
Carson, CA			X	X		X			
Commerce, CA		X		X					
Commonwealth of Puerto Rico			X*		X			X	
Corona, CA	X	X		X		X	X		
County of Allegheny, PA			X						
County of Henrico, VA			X*						X*
County of Imperial, CA									X
County of Los Angeles, CA			X						X
County of Orange, CA						X			
County of San Bernardino, CA			X						X
Dallas, TX			X		X				
Downey, CA	X	X		X		X			X
Duarte, CA		X					X		
Fontana, CA	X	X		X		X	X		
Fresno, CA			X		X				
Hawthorne, CA	X	X		X		X	X		
Hesperia, CA	X	X		X		X	X		X
Irvine, CA	X	X		X		X	X		X
La Cañada Flintridge, CA		X		X					X
La Habra, CA	X		X	X		X			
Los Angeles, CA			X						X
New York City						X			
Palmdale, CA	X	X		X		X	X		X
Paramount, CA	X	X		X		X	X		X
Rancho Cucamonga, CA	X	X		X		X			X
San Dimas, CA		X		X					
San Juan, PR			X*		X*				
Santa Ana, CA	X		X			X			X
Seattle, WA			X*						X*
State of California			X			X		X	
State of Iowa			X*		X*	X*			
State of New Mexico			X						X
State of North Dakota			X*		X*				
Temecula, CA	X	X			X	X	X		
Tucson, AZ			X*						X*
Upland, CA	X	X		X		X	X		X
Walnut, CA		X		X			X		
Services Provided in Last 5 Years									
Albuquerque, NM	X		X		X				
Arecibo, PR			X*		X*				
County of Harris, TX								X	
County of Santa Barbara, CA		X							X
Detroit, MI			X*		X*				
Houston, TX								X	
Kansas City, KS			X*						
County of Riverside, CA	X								
Simi Valley, CA			X*		X*				X*
State of Utah			X*						X*
Tulsa, OK			X*						X*

*Conducted on behalf of HUD



April 1, 2025

Selena Acuna, Acting Public Works Manager
City of Hawthorne, Department of Public Works
4455 West 126th Street
Hawthorne CA 90250

**Subject: Proposal for Labor Compliance Monitoring Services
New City Yard Project #24-02**

Dear Ms. Acuna:

Thank you for providing LDM Associates, Inc. (LDM) with the opportunity to provide labor compliance monitoring services for the City of Hawthorne's New City Yard Project #24-02. We are confident that our extensive experience, qualified staff, and innovative tools will enable us to deliver high-quality services that exceed your expectations and requirements.

Based on information provided during our meeting on February 5 and subsequent documents provided by German Franco of your staff, on February 10, the project is comprised of a \$13,770,087 prime contract awarded on expected to be completed within two years.

We will use LCPtracker™ to monitor all participating construction contractors and ensure they submit accurate and timely certified payroll reports to the California Department of Industrial Relations. LDM proposes to provide the requested contract and labor compliance monitoring services for a fixed-fee of \$76,000, with \$20,000 due upon issuance of the notice to proceed and \$2,800 due monthly over the 20-month period of April 1, 2025 – November 1, 2026.

LDM, along with its affiliate (MDG Associates, Inc.), has been providing high-quality services to municipal agencies and private clients for over 35 years. Our consulting team is comprised of highly qualified professional staff with expertise in all aspects of community development, grants management and prevailing wage compliance. This includes managing grants through the federal and state levels such as the U.S. Department of Housing and Urban Development (HUD), Department of Energy (DOE), California State Parks, and California Department of Housing and Community Development (HCD).

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Public Agencies Provided Services in Last 2 Years and 5 Years.

Client	Con Plan/ AI/CPP	CDBG HOME Grant Mgmt..	CDBG/ HOME TA	Housing/ Comm. Rehab. Admin.	Housing/ Comm. Rehab. TA	CARES Act or CDBG-CV TA	Davis-Bacon Monitoring/ Section 3	Disaster Recovery (CDBG-DR)	Misc. HUD Programs TA
Services Provided in Last 2 Years									
Apple Valley, CA	X	X		X		X	X		
Azusa, CA							X		
Baldwin Park, CA	X		X						
Carson, CA			X	X		X			
Commerce, CA		X		X					
Commonwealth of Puerto Rico			X*		X			X	
Corona, CA	X	X		X		X	X		
County of Allegheny, PA			X						
County of Henrico, VA			X*						X*
County of Imperial, CA									X
County of Los Angeles, CA			X						X
County of Orange, CA						X			
County of San Bernardino, CA			X						X
Dallas, TX			X		X				
Downey, CA	X	X		X		X			X
Duarte, CA		X					X		
Fontana, CA	X	X		X		X	X		
Fresno, CA			X		X				
Hawthorne, CA	X	X		X		X	X		
Hesperia, CA	X	X		X		X	X		X
Irvine, CA	X	X		X		X	X		X
La Cañada Flintridge, CA		X		X					X
La Habra, CA	X		X	X		X			
Los Angeles, CA			X						X
New York City						X			
Palmdale, CA	X	X		X		X	X		X
Paramount, CA	X	X		X		X	X		X
Rancho Cucamonga, CA	X	X		X		X			X
San Dimas, CA		X		X					
San Juan, PR			X*		X*				
Santa Ana, CA	X		X			X			X
Seattle, WA			X*						X*
State of California			X			X		X	
State of Iowa			X*		X*	X*			
State of New Mexico			X						X
State of North Dakota			X*		X*				
Temecula, CA	X	X			X	X	X		
Tucson, AZ			X*						X*
Upland, CA	X	X		X		X	X		X
Walnut, CA		X		X			X		
Services Provided in Last 5 Years									
Albuquerque, NM	X		X		X				
Arecibo, PR			X*		X*				
County of Harris, TX								X	
County of Santa Barbara, CA		X							X
Detroit, MI			X*		X*				
Houston, TX								X	
Kansas City, KS			X*						
County of Riverside, CA	X								
Simi Valley, CA			X*		X*				X*
State of Utah			X*						X*
Tulsa, OK			X*						X*

*Conducted on behalf of HUD



April 1, 2025

Selena Acuna, Acting Public Works Manager
City of Hawthorne, Department of Public Works
4455 West 126th Street
Hawthorne CA 90250

**Subject: Proposal for Labor Compliance Monitoring Services
Senior Center Project #24-03**

Dear Ms. Acuna:

Thank you for providing LDM Associates, Inc. (LDM) with the opportunity to provide labor compliance monitoring services for the City of Hawthorne's Senior Center Project #24-03. We are confident that our extensive experience, qualified staff, and innovative tools will enable us to deliver high-quality services that exceed your expectations and requirements.

Based on information provided during our meeting on February 5 and subsequent documents provided by German Franco of your staff, on February 10, the project is comprised of a \$14,482,000 prime contract awarded on expected to be completed within 14 months.

We will use LCPtracker™ to monitor all participating construction contractors and ensure they submit accurate and timely certified payroll reports to the California Department of Industrial Relations. LDM proposes to provide the requested contract and labor compliance monitoring services for a fixed-fee of \$116,670, with \$20,000 due upon issuance of the notice to proceed and \$6,905 due monthly over the 14-month period of April 1, 2025 – May 1, 2026.

LDM, along with its affiliate (MDG Associates, Inc.), has been providing high-quality services to municipal agencies and private clients for over 35 years. Our consulting team is comprised of highly qualified professional staff with expertise in all aspects of community development, grants management and prevailing wage compliance. This includes managing grants through the federal and state levels such as the U.S. Department of Housing and Urban Development (HUD), Department of Energy (DOE), California State Parks, and California Department of Housing and Community Development (HCD).

If you have any questions regarding this proposal, please feel free to contact me at (909) 476-6006.

Respectfully Submitted,

Clint Whited

Clint Whited
Senior Vice President

Enclosure: Corporate Profile

Description of Firm

LDM Associates, Inc. (LDM) was established in 1988 and has undergone steady growth since its inception. LDM is a corporation registered in the State of California. In response to our clients' needs, LDM provides a wide variety of Community Development consulting services including, but not limited to grants management; administration and implementation of housing and commercial rehabilitation programs; labor compliance monitoring; administration of other housing programs; and project management services.

LDM is comprised of individuals with a wide variety of expertise including the services requested by the City. Currently, LDM has 42 staff members. Our staff provides grants management training on behalf of HUD to grantees throughout the country in the areas of "Basically CDBG," Assessment of Fair Housing (AFH), Disaster Recovery Grant Reporting (DRGR), eCon Planning Suite, CPD Maps, and the Integrated Disbursement Information System (IDIS). Our staff currently assists grantees through HUD's Ask a Question (AAQ) portal in the areas of CDBG, HOME, and DRGR. In addition, our staff is regularly tasked by HUD Headquarters to provide technical assistance (TA) to high-risk grantees throughout the country.

Six (6) of our staff members are part of the labor compliance monitoring team, with expertise in the Davis-Bacon Act, State Prevailing Wage, Minority and Women Owned Business, Disadvantaged Business Enterprise, Section 3, and other associated requirements.

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Services Provided in Last 2 Years									
Apple Valley, CA	X	X		X		X	X		
Azusa, CA							X		
Baldwin Park, CA	X		X						
Carson, CA			X	X		X			
Commerce, CA		X		X					
Commonwealth of Puerto Rico			X*		X			X	
Corona, CA	X	X		X		X	X		
County of Allegheny, PA			X						
County of Henrico, VA			X*						X*
County of Imperial, CA									X
County of Los Angeles, CA			X						X
County of Orange, CA						X			
County of San Bernardino, CA			X						X
Dallas, TX			X		X				
Downey, CA	X	X		X		X			X
Duarte, CA		X					X		
Fontana, CA	X	X		X		X	X		
Fresno, CA			X		X				
Hawthorne, CA	X	X		X		X	X		
Hesperia, CA	X	X		X		X	X		X
Irvine, CA	X	X		X		X	X		X
La Cañada Flintridge, CA		X		X					X
La Habra, CA	X		X	X		X			
Los Angeles, CA			X						X
New York City						X			
Palmdale, CA	X	X		X		X	X		X
Paramount, CA	X	X		X		X	X		X
Rancho Cucamonga, CA	X	X		X		X			X
San Dimas, CA		X		X					
San Juan, PR			X*		X*				
Santa Ana, CA	X		X			X			X
Seattle, WA			X*						X*
State of California			X			X		X	
State of Iowa			X*		X*	X*			
State of New Mexico			X						X
State of North Dakota			X*		X*				
Temecula, CA	X	X			X	X	X		
Tucson, AZ			X*						X*
Upland, CA	X	X		X		X	X		X
Walnut, CA		X		X			X		
Services Provided in Last 5 Years									
Albuquerque, NM	X		X		X				
Arecibo, PR			X*		X*				
County of Harris, TX								X	
County of Santa Barbara, CA		X							X
Detroit, MI			X*		X*				
Houston, TX								X	
Kansas City, KS			X*						
County of Riverside, CA	X								
Simi Valley, CA			X*		X*				X*
State of Utah			X*						X*
Tulsa, OK			X*						X*

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