



## CITY OF LA HABRA BID ADDENDUM NO. 1

Issue Date: September 20, 2021

Project: **SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS  
FY 2020-21 PROJECT NO. 1-P-21**

Bidders are hereby notified that the following changes, additions and / or deletions to the plans and / or specifications shall become part of the bid documents for the above project. Please review and adjust your proposal accordingly:

Item No. 1: Add to the last sentence in paragraph 1 of Specification Section 12:

Camera cable substitution(s) are to be approved by Engineer.

Item No. 2: Submitted RFIs are given below; responses are in **bold text** below.

a. May I receive the attendees' list of the job-walk?

<b>Ali Taheri</b>	<b>SAS Construction</b>
<b>David Villalba</b>	<b>City of La Habra</b>
<b>Johnny Morillo</b>	<b>City of La Habra</b>
<b>Richard Eaton</b>	<b>Wachter</b>
<b>Francesco Vallefucio</b>	<b>Wachter</b>
<b>Jeff Tovok</b>	<b>AM-TEC Security</b>
<b>Mike Kang</b>	<b>Scansys Inc</b>
<b>Kahono Oei</b>	<b>City of La Habra (KOA)</b>
<b>Kelli O'Connor</b>	<b>City of La Habra (KOA)</b>

b. Can you confirm that the \$66,845.00 project estimate includes the installation of new poles and associated trenching? **CIPList.com Engineer's Estimate is for the project's complete scope.**

c. Please confirm if the C10 license may be held by our subcontractor? **License requirements are per Notice of Inviting Bids. Contractor or subcontractor performing work shall have the C-10 license.**

d. What is the scope associated with STORM WATER BEST MANAGEMENT PRACTICES? **Please refer to Article 12.02 on page C-35 of CIPList.com specs for BMP scope.**

e. I have quick request for more information in regards to current CCTV Recorder. I'm not sure if anyone else has asked, looking at C-37, it mentions cameras, but does not indicate any recording system, I'm assuming we are using the current system in place? **Existing system will be used.**

- f. Are we able to find out the model / name /version of current recording software and also how many cameras are active on the current system? **For security purposes, the video management system information will be provided to the selected bidder.**
- g. Is the existing conduit capable of installing new cables into?
- h. Does the project require installing temporary fencing? Who is responsible for temporary fencing? **Temporary fencing is to be provided by contractor per Section 11; see Article 11.13.**
- i. Who is responsible for permit fees? **City is responsible for permit fees.**
- j. What is the working hour? **Working hours are per Article 11.01 Subdivision 11.01.5.**
- k. Is the fire alarm involved with the Existing/New Cameras or the Scope of Work? If so, please provide the fire alarm's specification? **Fire alarm system is not part of this project.**
- l. What classification license does the bidder must posses (sic) at the opening/award time? **Please refer to Notice Inviting Bids in Specifications on CIPList.com for licenses required. Licenses must be possessed at bid opening time.**
- m. Does the contractor require to submit a pre-qualification before bidding? **Please refer to the Instructions to Bidders on CIPList.com. No pre-qualification is required.**
- n. How much is the engineer's estimation on this project? **Engineer's estimate can be found at s are available on CIPList.com; registration is free.**
- o. See below
  - Is this a new Video Management System (VMS) or existing? **VMS is existing.**
    - If a new VMS is required:
      - Is VMS installed on existing server or appliance or security vendor needs to provide it?
      - Is there a preferred manufacturer of preference?
      - How many days do you wish to store video for?
        - What are the desired frames per second of the recorded video?
        - Is video to be recorded on motion events only or is constant video recording required?
          - What is the estimated percentage of motion events based on a 24hr day?
      - Is extra storage required for future expansion?
        - If yes, how many more cameras should we estimate?
      - Do you have workstations for viewing video or the security vendor needs to provide it?
      - Is there a need to view video remotely?
        - Is remote viewing station to Police Dept. required?
          - If yes, who is providing it?
        - Is more than one local viewing station required? And where?
          - How many monitors are required for each viewing station?

- If there is an existing VMS:
  - What is the existing system? **For security purposes, the video management system information will be provided to the selected bidder.**
  - What software version is currently running?
  - Is security vendor to assume that there is enough server storage space on existing server or appliance for the additional cameras being requested? **The existing camera video management system can accommodate the additional cameras and speakers specified in the bid documents.**
  - Is VMS camera / device licenses for additional cameras and network speakers to be provided by City of La Habra or security vendor? **Camera licenses shall be provided by contractor per Section 12, see Article 12.03 part 6.**
    - If security vendor is to provide, please provide all existing system information so appropriate licensing may be obtained.
  - Please provide specifications of existing server/appliance and network switch located in water building so proper UPS may be provided. **Information will be provided upon approval of contract.**
    - What is the desired run time in the event of a power outage?
- Cable preferences: **Camera cable is specified in bid documents.**
  - Most government entities prefer to use fiber cable, can you confirm that no fiber is required? **Fiber is not required.**
  - Cat6?
    - Or should we use Cat5e as called on in the RFP? **See item 1.**
  - Manufacturer?
  - Color?
  - Terminations:
    - Patch Panels, Jacks and Patch Cord?
    - RJ45 Modular plugs directly into the cameras and switches?
- Please confirm that equipment racks are existing or provided by others as noted on Page C-38 of RFP. **Racks are existing.**
- Would you like security contractor to re-use existing cabling when new camera is a replacement for an existing camera? (e.g. cameras 203 or 106)? **See bid document plans.**
  - Confirm existing cabling is Cat5e or Cat6. Cat5e
- Depending on pathways and equipment placement, the distance from the Outdoor Electrical Room at the Skate Park and Water Building may exceed the limitations of Cat6 (or Cat5e) approx. 350'-400' Should we plan for:
  - Fiber connectivity from Electrical Room to Water Building? **No fiber is planned.**
  - Gamechanger Cat6 (this cable extends the specs of Cat6 to accommodate this distance)?
- Confirm (2) Category cables will be run instead of fiber to connect B&G Club Electrical Room to the Outdoor Electrical Room at the Skate Park. **Camera cable is specified in bid documents**
- RFP requirement:
  - Is HUD section 3 bid preference on page 9 a requirement to bid? **Lowest responsive bidder will be required to fill out and provide all HUD Section 3 forms prior to award.**

- Can you confirm that Insurance—Liability, Worker’s Comp needs to be provided after the bid is awarded? **Liability, Worker’s Comp to be provided by contractor upon bid award. Failure to provide proof of insurance disqualifies the Bid as non-responsive.**
- Payment—generally is Net 30 days, but the RFP says that the city wants to hold for 45 days, then pay within 30 days after that. Would you please confirm the payment process? **Payment is to be made per Agreement Article III Section 3.1 Compensation.**

for Kahono Oai  
Chris Johansen, P.E.  
City Engineer

9/20/21  
Date

**BIDDER'S CERTIFICATION**

I (WE) ACKNOWLEDGE RECEIPT OF THE FOREGOING ADDENDUM NO.1 AS ISSUED ON September 23, 2021 AND THAT ALL CHANGES SPECIFIED HEREIN HAVE BEEN INCORPORATED IN MY BID. THIS ADDENDUM SHALL BE SIGNED BY THE CONTRACTOR AND SUBMITTED WITH THE BID PROPOSAL.

Mark Lee  
Name of Contractor

UAI  
Signature of Contractor

9/22/21  
Date

**SECTION D**

**PROPOSAL**

## PROPOSAL

City of La Habra  
Civic Center  
110 E. La Habra Blvd.  
La Habra, California 90631

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the project specifically set forth in documents entitled:

### SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21 CITY PROJECT NO. 1-P-21

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Schedule forming a part hereof.

A \*(Cashier's Check) \*(Certified Check) \*(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of Bid Bond 10% (D-15) ~~Eight Thousand Three Hundred~~ dollars (\$ ~~8,300~~), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the \*Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(\*) Delete inapplicable word or phrase.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract;
2. The undersigned has, by investigation of the site of the work and otherwise, satisfied himself as to the nature and location of the work and has fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof;
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this proposal and he further understands

that the Owner will in no way be responsible for any errors or omissions in the preparation of this proposal;

4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage, within ten (10) days (not including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract and his surety shall be liable under the Bid Bond, as the case may be;
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of worker's compensation or to undertake self insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Schedule upon which award of the Contract is made.

Date: 9/17, 2021

Bidder SCANSYS, INC

By MARK LEE

Title President

Bidder's Post Office Address:

6475 Knott Ave #3

Buena Park CA 90620

Corporation organized under  
the laws of the State of

Names and addresses of all owners  
of the firm or names and titles of  
all officers of the corporation:

MARK Lee, President

6475 Knott Ave #3

Buena Park CA 90620

(corporate seal)

BIDDER'S INFORMATION

Contractor's License No. 1039985 Expiration Date 5/31/2022

Classification of Contractor's License No. B, C-7, C10

Contractor SCANSYS, Inc  
(name of firm)

By [Signature] President  
(signature) (title)

Business Address: 6475 Knott Ave #3  
Buena Park CA 90620

Phone 562, 428-0200

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

Scansys, Inc 9/17/2021  
Contractor Date

Contractor's DIR Public Works Registration No. PW-LR-1000363994

9/17/2021  
DATE

**THIS IS A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT  
(FEDERAL-AID FUNDING)**

**APPENDIX "C" MUST BE FILLED OUT AND SUBMITTED WITH THE  
BID.**

**ACKNOWLEDGEMENT OF ADDENDA RECEIVED**

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1   
Addendum No. 2   
Addendum No. 3   
Addendum No. 4   
Addendum No. 5   
Addendum No. 6   
Addendum No. 7   
Addendum No. 8

If an addendum or addenda have been issued by the CITY and is not noted above as being received by the Bidder, the Bid Proposal may be rejected.

**EXHIBIT A**  
**BID SCHEDULE**

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21**  
**CITY PROJECT NO. 1-P-21**

ITEM NO.	DESCRIPTION	QUAN TITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS	3,500	3,500
2	STORM WATER BEST MANAGEMENT PRACTICES (BMPS)	1	LS	1,500	1,500
3	PROVIDE AND INSTALL SECURITY CAMERAS, SPEAKERS, CAT5 CABLE, PVC CONDUIT, RIGID STEEL CONDUIT, PoE SWITCHES, LUMINAIRE, 20' STEEL POLE WITH FOUNDATION, COPPER CONDUCTORS, CONCRETE PULLBOXES, UNINTERRUPTED POWER SUPPLY, AND PHOTOCCELL; MODIFY EXISTING ELECTRICAL SERVICE PANEL BOARD; AND SAWCUT, REMOVE AND RESTORE CONCRETE	1	LS	77,331	77,331

**TOTAL BID PRICE :**

TOTAL BASE BID FOR BID FORM PRICE IN FIGURES: \$ 82,331.<sup>00</sup>

TOTAL BASE BID PRICE FOR BID FORM IN WORDS: Eighty Two

Thousand Three Hundred Thirty one Dollars

Scansys, Inc  
CONTRACTOR  
MARK Lee  
BY  
President  
TITLE

REFERENCES

[Work similar in scope magnitude and degree of difficulty completed by Contractor within the past three (3) years.]

1. Name (Firm/Agency): Winix, Inc, LA Branch (California)

Address: \_\_\_\_\_

Contact Person: Andrew Simpson Telephone No. 847-551-9900

Title of Project: CCTV & Networking New Building Project.

Project Location: Vernon City, California

Date of Completion: 1/1/2021 Contract Amount: \$ 50,000 -

2. Name (Firm/Agency): Winix, Inc TX Branch Houston

Address: \_\_\_\_\_

Contact Person: Andrew Simpson Telephone No. 847-551-9900

Title of Project: CCTV & Networking New Building Project

Project Location: Houston, Texas

Date of Completion: 7/31/2021 Contract Amount: \$ 50,000 -

3. Name (Firm/Agency): City of Encinitas

Address: \_\_\_\_\_

Contact Person: James Gilliam Telephone No. 760-633-2746

Title of Project: Art Gallery Lighting Project

Project Location: Senior Center City of Encinitas

Date of Completion: 6/30/2021 Contract Amount: \$ 20,000 -

4. Name (Firm/Agency): First Point Management

Address: \_\_\_\_\_

Contact Person: Ron Yamamoto Telephone No. \_\_\_\_\_

Title of Project: Parking lot Security CCTV & Access control & Lighting Led

Project Location: La Mirada, California

Date of Completion: 12/31/2020 Contract Amount: \$ 15,000 -

If Contractor has not performed work for the City of La Habra within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed
Encinitas Lighting Gallery / 20,000	City of Encinitas	6/30/2021
Lighting Fixture Replacement / 70,000	Paramount Unified School District	3/30/2018

Contractor's License No.: 1039985 Class: C7 & C10

a. Date first obtained: 5/31/2018 Expiration: 5/31/2022

b. Has License ever been suspended or revoked? No  
 If yes, described when and why: \_\_\_\_\_

c. Any current claims against License or Bond? No  
 If yes, describe claims: \_\_\_\_\_

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Mark Lee</u>	<u>President</u>	<u>1039985</u>
_____	_____	_____
_____	_____	_____

**DBE BIDDER'S LIST**

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> _____	<b>Phone:</b> _____
<b>Address:</b> _____	<b>Fax:</b> _____
<b>Contact Person:</b> _____	<b>No. of years in business:</b> _____
<b>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___</b>	
<b>Type of work/services/materials provided by firm?</b> _____	
_____	
_____	
<b>What was your firm's Gross Annual receipts for last year?</b>	
<b>Less than \$1 Million</b>	
<b>Less than \$5 Million</b>	
<b>Less than \$10 Million</b>	
<b>Less than \$15 Million</b>	
<b>More than \$15 Million</b>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: No Federal/State: \_\_\_\_\_

If "yes", identify and describe, (including agency and status):

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Have the penalties been paid? Yes/No: \_\_\_\_\_

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: No Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

If "yes", identify and describe, (including agency and status):

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DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: No

If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has your firm been reinstated by this entity?

Yes/No: \_\_\_\_\_

LIST OF SUBCONTRACTORS

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY 2020-21  
CITY PROJECT NO. 1-P-21**

The bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

<u>Work to be Performed</u>	<u>License Number</u>	<u>Subcontractor and Address of Office, Mill or Shop</u>	<u>Percent of Total Contract</u>
Electrical	917831	Inter-Pacific, Inc. 1421 Edinger Ave Unit A Justin CA	92780

Note: Do not list alternative subcontractors for the same work.

Contractor Scansys, Inc.

BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid.)

Accompanying this proposal is a \*(Certified) \*(Cashiers) check payable to the order of the City of La Habra, California, hereinafter referred to as "Owner", for

**LA BONITA PARK  
SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY2020-21  
CITY PROJECT NO. 1-P-21**

In the amount of \$ \_\_\_\_\_ Dollars,  
this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action if its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof unless otherwise required by law and notwithstanding the award of the Contract to another bidder.

*BID  
BOND  
(D-15)*

\_\_\_\_\_

Bidder

\*Delete the inapplicable word.

NOTE: If the bidder desires to use a bond instead of a check, the Bid Bond form on the following pages shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:



That we SCANSYS, INC DBA Scansys Construction as principal and United Fire & Casualty Company as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of Ten Percent of the Amount Bid Dollars (\$ 10% of bid amount ) to be paid to the said Owner, its successors and assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain proposal of the above bounden for the construction of Park Improvements as specifically set forth in documents entitled:

**LA BONITA PARK  
SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY2020-21  
CITY PROJECT NO. 1-P-21**

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this 21st day of September, 2021.

United Fire & Casualty Company  
  
Tracey Lawrence, Attorney-in-fact  
Scansys, Inc. dba Scansys Corporation  
  
BIDDER

NOTE: The standard printed bond form of any bonding company acceptable to the Owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Owner are not in any way reduced by use of the Surety Company's printed standard form.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TRACEY LAWRENCE, PAIJE LAWRENCE, PHILLIP LAWRENCE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 4th day of August, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

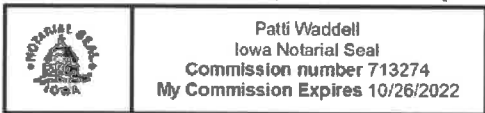
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 4th day of August, 2020

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 4th day of August, 2020, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of September, 2021.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

NON-COLLUSION AFFIDAVIT  
FOR

**SKATEBOARD PARK SECURITY CAMERAS AND LIGHTS FY2020-21  
CITY PROJECT NO. 1-P-21**

(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)  
STATE OF CALIFORNIA )

) SS.  
)

MARK Lee, being first duly sworn,  
deposes and says that he is President  
(sole owner, partner, president, secretary, etc.)

of SCANSYS Inc

The party making the foregoing bid: that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham: that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding: that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: [Signature]  
Title: President

Subscribed and sworn to before me

This 21<sup>st</sup> day of SEPTEMBER, 2021

[Signature]  
SEAL OF NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

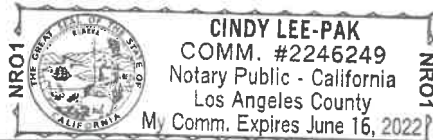
STATE OF CALIFORNIA } S.S.
COUNTY OF ORANGE

On SEPTEMBER 21, 2021, before me, CINDY LEE-PAK, a notary public, personally appeared MARK LEE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Non-Collusion Affidavit

Document Date: September 21, 2021 Number of Pages: One

Signer(s) other than named above

CAPACITY(IES) CLAIMED BY SIGNER(S)

INDIVIDUAL

CORPORATE OFFICER(S) TITLE(S)

PARTNER(S)- LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN OR CONSERVATOR

OTHER

Right Thumbprint Of Signer Top of thumb here

INDIVIDUAL

CORPORATE OFFICER(S) TITLE(S)

PARTNER(S)- LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN OR CONSERVATOR

OTHER

Right Thumbprint of Signer Top of thumb here

SIGNER IS REPRESENTING:

Blank lines for representing information.

**Certification of Understanding and Authorization**

1-P-21 City of La Habra  
PROJECT NAME/NUMBER AWARDING AGENCY

Scansys, Inc.  
COMPANY NAME

6475 Knott Ave #3 Buena Park CA 90620  
COMPANY ADDRESS


1039985 11-3785211 785137741  
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

**PAYROLL OFFICER:** (Individual Responsible for Signing Statements of Compliance)

Mark Lee President  
NAME TITLE

 9/22/2021  
SIGNATURE DATE

**PRINCIPAL OWNER / GENERAL PARTNER:** (Listed on CSLB Personnel List)

Mark Lee President  
NAME TITLE

 9/22/2021  
SIGNATURE DATE

**WORKER'S COMPENSATION CERTIFICATE**

(AS REQUIRED BY SECTION 1861  
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor Scansys, Inc  
By MARK Lee  
Title President

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has   , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No   X  

If the answer is yes, explain the circumstances in the following space.

### **Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### ACKNOWLEDGEMENT OF CDBG REQUIREMENTS

The Bidder shall acknowledge the required Appendix "C" documents that must be included with the bid proposal by placing an "X" by each listed document.

- \*System for Award Management (SAM) Registration Requirement X
- \*Non-Segregated Facilities Certification X
- \*Contractor List of Proposed Subcontractors X
- \*Notice of Equal Employment Opportunity X
- \*Past Performance Certification X
- \*Non-Discrimination Certification X
- \*Minority and Women's Business Enterprise Tiered Compliance Plan X
- \*All-Purpose Acknowledgement X
- \*Federal Lobbyist Certification X
- \*Disclosure of Lobbying Activities X
- \*Debarment and Suspension Certification X
- \*Compliance with Clean Air and Water Acts X
- \*Section 3 Business Certification Form X
- \*Section 3 Economic Opportunity Plan (If Applicable) X
- \*2020-2021 Resident Certification (If Applicable) X
- \*Notice of Section 3 Commitment X
- \*U.S. Department of Housing and Urban Development Report of Additional Classification and Rate (If Applicable) X

If any required document listed above is not submitted with the Bid Proposal, the Bid Proposal may be rejected.

## **APPENDIX "C"**

### **CDBG REQUIREMENTS**

**CDBG REQUIREMENTS: This project is funded through the Community Development Block Grant (CDBG). As described in the "ACKNOWLEDGEMENT OF CDBG REQUIREMENTS", the Contractor shall submit all applicable documents in this Appendix with their Bid Proposal. Failure to submit all of the required documents listed in Appendix "C" may result in a Non-Responsive Bid Proposal.**

## System for Award Management (SAM) Registration Requirement

Company Name: Scansys, Inc.  
DUNS Number: 785137741

Please note that as of October 26, 2018, all businesses must be registered in the System for Award Management (SAM) before submitting a bid for federal contracts. If your business is not registered with SAM please complete registration at [federalcontractorregistry.com](http://federalcontractorregistry.com). In order to register in SAM, you must provide the following information during registration:

- DUNS Number
- Taxpayer Identification Number (TIN)
- Provide your bank's routing number and bank account number

Registration with SAM is not optional. If your business does not show as being active when your DUNS Number is checked in SAM during the review of your submitted bid, your bid will be considered **nonresponsive**.

**FEDERAL EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION  
REQUIREMENTS**

1. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the contractor may be declared ineligible for further government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)**

- a. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Specifications set forth herein.
- b. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregated work force in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for Minority Participation for Each Trade</u>	<u>Goals for Female Participation in Each Trade</u>
	28.3%	6.0%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the

goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations of 41 CFR Part 80-4. Compliance with the goals will be measured against the total work hours performed.

- c. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- d. As used in this notice, and in the contract resulting from this solicitation, the covered area is the Standard Metropolitan Statistical Area of Los Angeles-Long Beach, specifically the County of Los Angeles, State of California.

3. **STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS** (Executive Order 11246).

- a. As used in these specifications:
  - (1) Covered area means the geographical area described in the solicitation from which this contract resulted;
  - (2) Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - (3) Employer Identification Number, (EIN) means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, United States Treasury, Department Form 941.
  - (4) Minority includes:
    - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
    - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

or South American or other Spanish culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

c. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the United States Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and time tables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

d. The contractor shall implement the specific affirmative action standards provided in paragraphs 3g (1) through 3g (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs.

office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- e. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minority or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the United States Department of Labor.
- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - (1) Ensure and maintain working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - (3) Maintain a current file of the name, address, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for

referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

- (4) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 3g (2) above.
- (6) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publishing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications, with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- (9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth, both on the site and in other areas of a contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 80-3, Uniform Guidelines on Employee Selection Procedures.
- (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers; including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3g(1).

through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3g(1) through (16) of these specifications provided that the contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in Paragraph 3g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the

Director shall proceed in accordance with 41 CFR Part 80-1.6 (Show Cause Notice).

- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
  - o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
  - p. The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographic areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 80-4.2.
4. **SPECIFIC EEO REQUIREMENTS.** For a federally assisted construction contract in excess of \$10,000, the contractor/subcontractor shall:
- a. Forward the following EEO certification forms to the contract awarding authority prior to contract award: Certification of Non-segregated Facilities and Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports.
  - b. Submit a notification of subcontracts awarded to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor-ESA, 200 Constitutional Avenue, NW, Room C3325, Washington, D.C., 20210, within 10 working days of award of any subcontract in excess of \$10,000, listing the name, address, and telephone number of the

subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting date and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

- c. Send a notice of the contractor's commitment to equal employment opportunity to labor unions or representatives of workers prior to commencement of construction work.
  - d. Display an equal employment opportunity poster in a conspicuous place available to employees and applicants for employment.
  - e. For contracts in excess of \$10,000, bind subcontractors to the Federal Equal Employment Opportunity requirements by including the provisions of Paragraphs 1 through 3, above, in the subcontract.
  - f. Upon commencement of construction work and until the work is completed, forward the Monthly Employment Utilization Report (Form CC-257) to the contract awarding authority by the end of each work month. With the initial monthly report, the contractor/subcontractor shall attach the Contractor's List of Federal and Non-Federal Work in Bid Condition Area to the monthly report.
5. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  6. **SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
  7. **THE AGE DISCRIMINATION ACT OF 1975.** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  8. **REHABILITATION ACT OF 1973.** No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance.

Non-Segregated Facilities Certification

skateboard Park Security Cams & Lights | -P-21 | 82,331.00

Scansys, Inc.

6475 Knott Ave #3 Buena Park CA 90620

1039985

11-3785211

785137741

The federally-assisted construction contractor certifies that he/she does not and will not:

- 1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Mark Lee

[Signature]

President

9/22/2021

Notice of Equal Employment Opportunity

TO: Mark Lee  
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.  
6475 Knott Ave #3 Buena Park CA 90620  
ADDRESS

skateboard Park Security Cars & Links 1-P-21 PROJECT NUMBER \$ 82,331.00 BID/CONTRACT DOLLAR AMOUNT

Scansys, Inc.  
COMPANY NAME

6475 Knott Ave #3 Buena Park CA 90620  
COMPANY ADDRESS

1039985 BUSINESS NUMBER 11-3785211 EMPLOYER IDENTIFICATION NUMBER 785137741 DUNS NUMBER

The Undersigned currently holds a contract with involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Mark Lee  
AUTHORIZED OFFICIAL NAME

[Signature]  
AUTHORIZED OFFICIAL SIGNATURE

President  
AUTHORIZED OFFICIAL TITLE/CAPACITY

9/22/2021  
DATE

Post Performance Certification

skateboard Park Security Cans & Lights 1-P-21 6  
 PROJECT NAME PROJECT NUMBER NUMBER OF EMPLOYEES  
 Scansys, Inc.  
 COMPANY NAME  
 6475 Knott Ave #3 Buena Park CA 90620  
 COMPANY ADDRESS  
 1039985 11-3785211 785137741  
 LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

The  bidder,  proposed sub-contractor, hereby certifies that he/she  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she  has,  has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Mark Lee President  
 AUTHORIZED OFFICIAL NAME AUTHORIZED OFFICIAL TITLE/CAPACITY  
 [Signature] 9/22/2021  
 AUTHORIZED OFFICIAL SIGNATURE DATE

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

5E-100 (EEO-1) must be filed by:

- (A) All private employers who are:
- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
  - (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.
- (B) All federal contractors (private employers), who:
- (1) Are not exempt as provided for by 41 CFR 60-1.5
  - (2) Have 50 or more employees, and
    - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
    - b. Serve as a depository of Government funds in any amount, or
    - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

**NON-DISCRIMINATION CERTIFICATION**

As suppliers of goods or services to the City of La Habra, the firm listed below certifies that it does not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM Scansys, Inc.

NAME OF PERSON SIGNING Mark Lee 

TITLE OF PERSON SIGNING President

DATE 9/22/2021

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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**Minority and Women's Business Enterprise Tiered Compliance Plan**

**THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY**

**PART 1**  
 DATE: 9/22/2021 PROJECT NAME: skateboard Park Security Cams & Lights 1-P-21  
 BUSINESS NAME: Scansys, Inc. PHONE NUMBER: 562-428-0200  
 BUSINESS ADDRESS: 6475 Knott Ave #3 Buena Park CA 90620

**TYPE OF FIRM:**

(Check One and Provide Information)

- Individual
- Corporation
- Partnership
- Joint Venture

Name of Owner: Mark Lee  
 State of Incorporation: CA  
 Indicate General "G", Limited "L":  
 Name of Partners:  
 Joint Venture Participants:

Number of year(s) firm has been in business under present ownership: 15 years

**OWNERSHIP DEMOGRAPHICS:**

(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number				1		
% of Assets Owned				100%		

**OWNERSHIP INFORMATION:**

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
Mark Lee	Korean	M	15 years	100%	100%

I certify that the information provided herein is true and correct.

Y. Lee  
 Signature

9/22/2021  
 Date

Federal EIT: 11-3785211  
 License Number: 1039985  
 DUNS Number: 785137741

**IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.  
 IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MBE/WBE FIRMS.**

**PART 3**

**CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT**

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

**Good Faith Effort Evaluation Criteria**

Initial here  
if true and correct

1. The Bidder/firm is a bona-fide MBE or WBE firm; or, the Bidder/firm subcontracted to MBE firm(s) and WBE firm(s). ML
  
2. The Bidder/firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals. ML
  
3. The Bidder/firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following:  
Media where advertised: On/ve bid site CIP  
Media contact information: \_\_\_\_\_  
Date(s) of advertisement: \_\_\_\_\_  
Attach copies of the advertisement(s) to this form and submit with bid. ML
  
4. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications. ML  
Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.
  
5. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project.  
Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.
  
6. Assistance was requested from organizations which identify potential MBE/WBE firms.  
Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contacted, method contacted, and results.

Good Faith Effort Evaluation Criteria

Initial here  
if true and correct

7. Potential MBE/WBE firms were contacted and negotiation was made in good faith.

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

8. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract.

Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

  
SIGNATURE

Markbee

9/22/2021  
DATE

President  
TITLE

562-428-0200  
PHONE

(NOTARY SEAL)

Federal Lobbyist Certification

State bond Park Security Const & Lights

1-P-21

\$ 82,331.00

PROJECT NAME

PROJECT NUMBER

REQ/CONTRACT DOLLAR AMOUNT

Scansys, Inc.

COMPANY NAME

6475 Knott Ave #3 Buena Park CA 90620

COMPANY ADDRESS

1039985

11-3785211

785137741

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

TAXP NUMBER

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Mark Lee

AUTHORIZED OFFICIAL NAME

President

AUTHORIZED OFFICIAL TITLE/CAPACITY

[Signature]

AUTHORIZED OFFICIAL SIGNATURE

9/22/2021

DATE

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352**

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p align="right"><b>For Material Change Only:</b>          year _____ quarter _____          date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee          Tier _____, if known</p> <p align="center">Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p align="center">Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p align="center">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p><b>15. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____          value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officers, employee(s), or member(s) contacted, for Payment indicated in Item 11:</b></p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reference was placed by the filer above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress automatically and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		
		<p>Signature: _____          Print Name: _____          Title: _____          Telephone No.: _____ Date: _____</p>
<p><b>Federal Use Only:</b></p>		<p align="center">Authorized for Local Reproduction          Standard Form - LLL</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawardees include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.  
SF-LLL-Instructions Rev. 06-04-90<ENDIF>

## DEBARMENT AND SUSPENSION CERTIFICATION

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

### **Compliance with Clean Air and Water Acts**

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

**Note:** Signing this Proposal on the signature portion thereof shall also constitute the Contractor's agreement to comply with the stipulations identified herein this Compliance with Clean Air and Water Acts.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$100,000)

## Section 3 Bid Package

<u>ITEM</u>	<u>PURPOSE</u>
<b>Section 3 Clause:</b>	This is a Section 3 Covered housing rehabilitation, housing construction or other public construction project. The provisions of 24 CFR 135.38 apply to contracts and subcontracts of \$100,000 or more.
<b>Business Certification:</b>	Used to document the status of a bidder or subcontractor as a Section 3 Business or as a business that is making a written commitment to meet the Section 3 goals through hiring or subcontracting to other Section 3 Businesses.
<b>Economic Opportunity Plan:</b>	Used to document that a bidder is making a written commitment to meet the Section 3 goals through new hires or subcontracting to other Section 3 Businesses. Subcontracted Section 3 Businesses must be documented with the Business Certification as a Section 3 business at the time of bid.
<b>Outreach Efforts:</b>	The successful bidder will be required to post a listing of all job openings (construction and non-construction) at the site of construction, City Hall, local community based employment agencies, and any trade unions or worker's representative organizations to which the contractor is a signatory. Contractors may utilize the Notice of Section 3 Commitment form for this purpose.
<b>Resident Certifications:</b>	Used to document each individual claimed on a Business Certification form as a Section 3 Resident (owners or employees) and to document new hires.
<b>Economic Opportunity Report:</b>	Section 3 covered contractors are required to submit a Section 3 Economic Opportunity Report on July 1 <sup>st</sup> and with their final Certified Payroll Report to document all Section 3 hiring activity and outreach efforts during the project.

Required Section 3 contract clauses are identified on the following page.

**Section 3 Clause**  
24 CFR Part 135

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**SECTION 3 BID PREFERENCE** may be given to a bidder who is a qualified *Section 3 Business Concern*; and provides a reasonable bid.

A *Section 3 Business* is a business where fifty-one percent (51%) of the business is owned by a resident of Los Angeles/Orange County that meets the income guidelines; or 30% or more of the permanent workforce are residents who live in Los Angeles/Orange County and meet the income guidelines.

A *Section 3 RESPONSIVE BIDDER* is a bidder that submits a *Section 3 Business Certification* form with their bid, documenting that they qualify as a *Section 3 business concern* because they are;

- a) 51% of the business is owned by a resident of Los Angeles County/Orange County who meet the income guidelines; or
- b) 30% or more of the permanent workforce is comprised of residents who live in Los Angeles/Orange County that meet income guidelines.

A *Section 3 NON-RESPONSIVE BIDDER* is a bidder that fails to provide a *Section 3 Business Certification* form and all signed *Resident Certification supporting forms* with a bid response,

A *Section 3 REASONABLE BID* is a bid that is not more than the value of "X" HIGHER than the LOWEST BID. The *X-FACTOR*; a standard formula used to determine the maximum dollar amount that can be add to the lowest bid when considering a bid preference for *Section 3* qualified business concern. Calculate the maximum acceptable bid or highest dollar amount that can be considered in awarding the contract to a *Section 3* qualified business concern by adding the lesser of the percentage (dollar amount of the lowest bid) or the dollar amount provided in the row for the bid range column (see chart below). The lowest bid can be increased by the calculated dollar amount resulting from this computation when you are applying the bid a preference.

BID RANGE - If the Lowest Bid is		The X-FACTOR	
At	But Less	Is the lesser	
\$100,000	N/A	10%	\$9,000
\$100,000	\$200,000	9%	\$18,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$80,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000		1.5%	

NOTE: If the lowest bid of a qualified *Section 3 Responsive Bidder* is not reasonable (not within the *Zone of Consideration*), OR no bidders are responsive to *Section 3* requirements, no preference should be given and the contract will be awarded to the lowest bid from any responsive and responsible bidder in accordance with the LCA's polity and procedures, consistent with *California Public Contracting Code*.

When awarding a contract to the lowest and responsible the contractor must commit to documenting good-faith efforts to achieve *Section 3* goals of:

- Hiring 30% of aggregate new hires who reside in Los Angeles/Orange County and are income qualified,
- Subcontract 25% of the total subcontracting dollars to *Section 3* qualified business concerns

This commitment is accomplished by submitting a signed *Section 3 Commitment form* and with a detailed *Economic Opportunity Plan* attached to the commitment prior to signing a contract. The contractor will be required to provide the LCA with an *Economic Opportunity Report* with their final *Certified Payroll Report*.

Section 3 Business Certification Form

PROJECT NAME: SKATE BOARD PARK SECURITY Camera PROJECT NUMBER: 1-P-21 BID/CONTRACT AMOUNT: 82,331.<sup>00</sup>  
BUSINESS NAME: SCANSYS, INC  
BUSINESS ADDRESS: 6475 Knott Ave #3, Buena Park CA 90620  
TELEPHONE NUMBER: 562-428-0200 LICENSE NUMBER: 1039985 EMPLOYEE IDENTIFICATION NUMBER: 11-3785211 DUNS NUMBER: 785137741

1. The above named business is a Section 3 Business Concern based on the following qualifications:

- 51-percent owned by Section 3 Residents  
Number of Section 3 Resident Owners: \_\_\_ / Number of Owners: \_\_\_ = % \_\_\_  
(Attach Resident Certifications for all Section 3 owners claimed)
- At least 30-percent of permanent, full-time employees are Section 3 Residents  
Number of Section 3 employees 2 / all full-time employees 4 = 50 %  
(Attach Resident Certifications for all Section 3 employees claimed)

2. The above named business is not a Section 3 business Concern, but commits to meeting the Section 3 goal on this project by:

- Making a Written Commitment - (Submit Section 3 Economic Opportunity Plan)

The Section 3 Economic Opportunity Plan (attached) submitted by our company declares our intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern. On this project, our company will:

Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or subcontract 25-percent or more of the contract amount to Section 3 Businesses.

(Attach the Section 3 Economic Opportunity Plan, Business Certifications for all Section 3 subcontracts claimed, and collect Section 3 Resident Certifications throughout the duration of the project)

The undersigned declares that the above information is complete and correct.

MARK Lee  
OWNER/PRINCIPAL NAME

  
SIGNATURE

9/30/21  
DATE

**Section 3 Economic Opportunity Plan**

*Must be submitted with Bid if Box 2 is checked on the Section 3 Business Certification*

**NOTE: THIS SUBMITAL MUST INCLUDE NUMERICAL GOALS IN ORDER TO BE RESPONSIVE TO SECTION 3.  
PART I OR PART II MUST REFLECT NUMERICAL HIRING OR CONTRACTING GOALS.**

N/A	<small>FEDERAL IDENTIFICATION: (CONTRACT NO.)</small>	<small>DOLLAR AMOUNT OF BID/AWARD:</small>
	<small>CONTACT PERSON</small>	<small>BID OPENING DATE</small>
	<small>PHONE</small>	<small>FAX</small>

**Part I: Employment and Training Commitment**

Job Classification	Total New hires	Section 3 New hires	% New hires who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
<b>Total:</b>			<b>%</b>

**Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, etc.)**

Name of Section 3 business concern	Specify construction or non-construction contract	Contract Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>Total:</b>		<b>\$</b>
<b>Percentage of the Prime Contract to be awarded to Section 3 Business Concerns:</b>		<b>%</b>

### **Sample Outreach Efforts for Contractors Seeking to Hire Section 3 Residents**

A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

**REMEMBER:** All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

- At the beginning of the project, and subsequently as positions become available, the Notice of Section 3 Commitment shall be submitted to and/or posted at the following locations:
  - At the site of construction; and
  - At any trade unions or worker's representatives organizations to which the contractor is a signatory.
- Submit a request for dispatch of apprentices to local apprenticeship committees.
- Enter into "first-source" hiring agreements with organizations representing Section 3 residents, such as a local Workforce Investment Board.
- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training.
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as [www.monster.com](http://www.monster.com)

2020-2021 RESIDENT CERTIFICATION

(Section 3 of the Housing & Urban Development Act of 1968, as amended)

Name: Michael Kang

Address: 13855 Savanac Dr. D Whittier CA 90604

I hereby certify that I am:

A Public Housing resident (specify the Name of the Public Housing site):

A low-income resident of the metropolitan area of Los Angeles County based on the following

FAMILY SIZE

INCOME LIMITS

Table with 5 columns: Family Size (1-8), Extremely Low, Very Low, Low, Moderate. Each cell contains a dollar range and a checkbox.

Not a public housing or low-income resident of the metropolitan area of Los Angeles County

Signature: Michael Kang, Date: 9/30/2021

THIS SECTION MUST BE COMPLETED BY THE EMPLOYER

The above person is; a permanent full-time new-hire, who was hired on:

Business Name: Scansys Inc, Print Name of Owner/Agent: Mark Lee, Signature of Owner/Agent, Date: 9/30/21

THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA)

Name of LCA, Project Name, Project Number

Income Level: Extremely Low, Very Low, Low, Moderate

Not income qualified for the following reason(s):

Targeted Service Area (provide Census Tract: and Block Group)

Youth Build Program, McKinney Homeless Program, Other qualified program:

Print Name of Section 3 Coordinator, Signature, Date

**2020-2021 RESIDENT CERTIFICATION**  
 (Section 3 of the Housing & Urban Development Act of 1968, as amended)

Name: CHRIS NICHOLS

Address: 1059 N. WALNUT AVE, SAN DIMAS CA 91773

I hereby certify that I am:

A Public Housing resident (specify the Name of the Public Housing site):  
 \_\_\_\_\_

A low-income resident of the metropolitan area of **Los Angeles County** based on the following

**FAMILY SIZE**

**INCOME LIMITS**

	<b>Extremely Low</b>	<b>Very Low</b>	<b>Low</b>	<b>Moderate</b>
<input checked="" type="checkbox"/> 1	\$ 23,700 or less <input type="checkbox"/>	\$ 39,450 or less <input checked="" type="checkbox"/>	\$ 63,100 or less <input type="checkbox"/>	\$ 84,900 or more <input type="checkbox"/>
<input type="checkbox"/> 2	\$23,701-\$27,050 <input type="checkbox"/>	\$39,451-\$45,050 <input type="checkbox"/>	\$ 63,101-\$72,100 <input type="checkbox"/>	\$ 74,200 or more <input type="checkbox"/>
<input type="checkbox"/> 3	\$27,751-\$30,450 <input type="checkbox"/>	\$45,051-\$50,700 <input type="checkbox"/>	\$ 72,101-\$81,100 <input type="checkbox"/>	\$ 83,500 or more <input type="checkbox"/>
<input type="checkbox"/> 4	\$30,451-\$33,800 <input type="checkbox"/>	\$50,701-\$56,300 <input type="checkbox"/>	\$ 81,101-\$90,100 <input type="checkbox"/>	\$ 92,750 or more <input type="checkbox"/>
<input type="checkbox"/> 5	\$33,801-\$36,550 <input type="checkbox"/>	\$56,301-\$60,850 <input type="checkbox"/>	\$ 90,101-\$97,350 <input type="checkbox"/>	\$100,150 or more <input type="checkbox"/>
<input type="checkbox"/> 6	\$36,351-\$39,250 <input type="checkbox"/>	\$60,851-\$65,850 <input type="checkbox"/>	\$ 97,351-\$104,550 <input type="checkbox"/>	\$107,600 or more <input type="checkbox"/>
<input type="checkbox"/> 7	\$39,251-\$41,950 <input type="checkbox"/>	\$65,851-\$69,850 <input type="checkbox"/>	\$104,551-\$111,750 <input type="checkbox"/>	\$115,000 or more <input type="checkbox"/>
<input type="checkbox"/> 8	\$41,951-\$44,650 <input type="checkbox"/>	\$69,851-\$74,350 <input type="checkbox"/>	\$111,751-\$118,950 <input type="checkbox"/>	\$122,450 or more <input type="checkbox"/>

Not a public housing or low-income resident of the metropolitan area of Los Angeles County

CHRIS NICHOLS  
 Print Name

*Chris Nichols*  
 Signature

9/30/21  
 Date

**THIS SECTION MUST BE COMPLETED BY THE EMPLOYER**

The above person is:  a permanent full-time  new-hire, who was hired on: \_\_\_\_\_

SCANSYS, INC  
 Business Name

MARK LEE  
 Print Name of Owner/Agent

*Mark Lee*  
 Signature of Owner/Agent

9/30/21  
 Date

**THIS SECTION MUST BE COMPLETED BY THE LOCAL CONTRACTING AGENCY (LCA)**

Name of LCA \_\_\_\_\_ Project Name \_\_\_\_\_ Project Number \_\_\_\_\_

Income Level:  Extremely Low  Very Low  Low  Moderate

Not income qualified for the following reason(s): \_\_\_\_\_

Targeted Service Area (provide Census Tract: \_\_\_\_\_ and Block Group) \_\_\_\_\_

Youth Build Program  McKinney Homeless Program  Other qualified program: \_\_\_\_\_

Print Name of Section 3 Coordinator \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Notice of Section 3 Commitment**  
 Submit with Bid, Post at Jobsite, Forward to Labor Unions

TO: Southern California Chapter of the Associated Builders & Contractors, Inc.  
(NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.)  
1400 N. Kellogg Dr. Suite A. Anaheim CA 92807  
(ADDRESS)

Scansys, Inc  
(NAME OF BIDDER/CONTRACTOR)  
Skate Board park Security Camera      1-P-21  
PROJECT NAME      PROJECT NUMBER

The undersigned currently holds a contract with Scansys, Inc involving federal housing and community development assistance from the U.S. Department of Housing and Urban Development, or has a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding current employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification
1	Electrician

Regarding job referrals, request that consideration be given to the assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is \_\_\_\_\_

For additional information, please contact:

MARK Lee      President      at 562 428-0200  
CONTACT PERSON'S NAME      TITLE      PHONE

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

MARK Lee      [Signature]  
PRINT NAME      SIGNATURE  
9/30/21      President  
DATE      TITLE

### Section 3 Economic Opportunity Report

If a Section 3 Economic Opportunity Plan was submitted with the Bid, or upon request, Submit with Final Certified Payroll Report or on July 1<sup>st</sup>, whichever occurs first.

N/A	<b>PROJECT NUMBER:</b>	<b>DOLLAR AMOUNT OF CONTRACT:</b>
	<b>CONTRACTOR CONTACT PERSON:</b>	<b>PHONE (INCLUDE AREA CODE):</b>
	<b>DATE REPORT SUBMITTED:</b>	<b>DATE(S) COVERED:</b>
	<b>CONTRACTOR'S LICENSE NUMBER AND CLASS:</b>	<b>FEDERAL EIN:</b>

**Part I: Employment/training of Section 3 Residents (Minimum Goal: 30% of New Hires)**

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
<b>TOTALS:</b>			<b>%</b>	<b>%</b>	

**Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)**

Number of Subcontracts awarded:	Number of Section 3 Businesses Contracted:	
Name of Qualified Business Concern	Construction or Non-construction Contract	Amount
		\$
		\$
		\$
		\$
<b>Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:</b>		<b>\$</b>
<b>Dollar Amount of All Subcontracts:</b>		<b>\$</b>
<b>Percentage of the total dollar amount awarded to qualified Business Concerns:</b>		<b>%</b>

N/A

**Part III: Summary of the efforts that were made to generate economic opportunities**

- Trained and/or Employed \_\_\_\_ low-income individuals equal to \_\_\_\_ (%) of the aggregate new hires. (Attach Resident Certifications)
- Awarded a Subcontract to \_\_\_\_ qualified Business Concerns equal to \_\_\_\_ (%) of the contract amount. (Attach Business Certifications)
- Attempted to recruit low-income individuals through:
  - Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
  - Signs prominently displayed at the project site
  - Contacts with community organizations
  - Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)
- Participated in a HUD program or other program which promotes the training or employment of low-income individuals
- Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns
- Contacted agencies administering HUD Youth-Build programs. (Attach list)
- Maintained a file of eligible qualified low-income Residents and qualified Business Concerns for future employment.

OTHER: (Describe and attach supporting documentation)

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According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PHONE

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 8), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(e)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20219. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(i)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (1) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(1) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payroll shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/eis/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 224 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratio and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

5. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor, or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 85 Stat 68). 40 USC 2701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

**HUD FORM 4230A**  
OMB Approval Number 2501-0011  
(Exp. 07/01/2010)

<p>1. FROM (name and address of requesting agency)</p> <p style="text-align: center; font-size: 2em;">N/A</p>	<p>2. PROJECT NAME AND NUMBER</p> <hr/> <p>3. LOCATION OF PROJECT (City, County and State)</p>
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<p>4. BRIEF DESCRIPTION OF PROJECT</p>	<p>5. CHARACTER OF CONSTRUCTION</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Building</td> <td><input type="checkbox"/> Residential</td> </tr> <tr> <td><input type="checkbox"/> Heavy</td> <td><input type="checkbox"/> Other (specify)</td> </tr> <tr> <td><input type="checkbox"/> Highway</td> <td></td> </tr> </table>	<input type="checkbox"/> Building	<input type="checkbox"/> Residential	<input type="checkbox"/> Heavy	<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Highway	
<input type="checkbox"/> Building	<input type="checkbox"/> Residential						
<input type="checkbox"/> Heavy	<input type="checkbox"/> Other (specify)						
<input type="checkbox"/> Highway							
<p>6. WAGE DECISION NO. (include modification number, if any)</p>	<p>7. WAGE DECISION EFFECTIVE DATE</p>						

8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

<p>9. PRIME CONTRACTOR (name, address)</p>	<p>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)</p>
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**Check All That Apply:**

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

**Check One:**

- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

<p>Agency Representative <i>(Typed name and signature)</i></p>	<p>Date</p> <hr/> <p>Phone Number</p>	<p><b>FOR HUD USE ONLY</b> UR2000:</p> <p>Log in:</p> <p>Log out:</p>
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