

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 26-01**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated July 1, 2026 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ECONOLITE SYSTEMS, INC., a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. SCOPE OF WORK.

The scope of work generally consists of traffic signal modifications to implement safety upgrades at 128 signalized intersections in the City, including new retroreflective border backplates, countdown pedestrian signals, upgrading 8" signal heads to 12" signal heads, implementing leading pedestrian intervals, installing battery backup systems and emergency vehicle preemption. (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Singal Modernization for Systemic Safety Improvements Project, Federal Project No. HSIPL-5312(107), City Project No. 26-01 (the "Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

(a) This Agreement;

(b) CONTRACTOR's bid, attached hereto as Exhibit "A" and incorporated herein;

- (c) Bid package, including, but not limited to, notice inviting bids, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit "B" and incorporated herein;
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit "C";
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit "D" and incorporated herein;
- (f) Federal funding supplement (David Bacon Act and Equal Opportunity Clause) as attached hereto as Exhibit "E" and incorporated herein;
- (g) Required Contract Provisions for Federal-Aid Construction Contracts (Local Assistance Procedures Manual Exhibit 12-G Required; Federal-Aid Contract Language; Form FHWA-1273 (Without Modification) As Required Per 23 CFR 633.102(B); and Title VI Assurances Appendices A and E) as attached hereto as Exhibit "F" and incorporated herein; and
- (h) The Federal Prevailing Wage Determinations issued under the Davis-Bacon and related Acts applied for this project attached hereto as Exhibit "G" and incorporated herein. If there is any conflict between the State prevailing wages and the Federal prevailing wages, the higher rate shall be paid.

Any sub agreement entered into as a result of this Agreement shall contain all of the provisions of this clause.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Ramin Nikoui referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Two Million Seven Hundred Nine Thousand Nine Hundred Two Dollars and Sixty-Eight Cents (\$2,709,902.68).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional

services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within 95 working days from the first day of commencement of the Work.

12. TERMINATION.

- (a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) Termination for Breach of Contract.
 - (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
 - (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
 - (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Five Thousand Two Hundred Dollars (\$5,200.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to

Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and

all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
 - (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
 - (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
 - (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- (b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products

and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR.”

- (ii) Notice: “Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”
- (iii) Other Insurance: “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

(c) Reporting Provisions. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(d) Insurance Applies Separately. CONTRACTOR’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(e) Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City’s Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. This Project is a “public works” project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of

any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of

CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail,

postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Ramin Nikoui

Notices required to be given to CONTRACTOR shall be addressed as follows:

Econolite Systems, Inc.
1250 N Tustin Ave
Anaheim, CA 92807
Attn: Patrick Showalter

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR

or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

37. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

38. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA
A municipal corporation

Cecilia Gallardo-Daly
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

[Name and Title]

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

Ramin Nikoui
Project Manager

Date: _____

EXHIBIT A
CONTRACTOR'S BID

**PROPOSAL
FOR THE
SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS
FEDERAL PROJECT NO. HSIPL-5312(107)
CITY PROJECT NO. 26-01**

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS, FEDERAL PROJECT NO. HSIPL-5312(107), CITY PROJECT NO. 26-01**, a copy which is hereto attached, the undersigned has carefully examined the locations of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) DAYS AFTER DATE OF EXECUTION OF CONTRACT, AND COMPLETE SAID WORK WITHIN NINETY-FIVE (95) WORKING DAYS FROM FIRST DAY OF CONSTRUCTION AS ESTABLISHED BY THE NOTICE TO PROCEED FOR CONSTRUCTION** unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BASE BID SCHEDULE PROPOSAL

BASE BID

Econolite Systems, Inc.

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL AMOUNT
1	Mobilization*	1	LS	\$ 19,277.53	\$ 19,277.53
2	Traffic Control*	1	LS	\$ 104,595.35	\$ 104,595.35
3	Furnish And Install Complete Battery Backup System Assembly At Intersection With Inverters, Batteries, Harnesses And All Appurtenances Per The Plans And Specifications With Ethernet Monitoring Connection Configured With City Provided Ip Address And New Bbs Enclosure Onto Existing	12	EA	\$ 29,619.84	\$ 355,438.08

	Controller Cabinet.				
4	Furnish And Install Complete Battery Backup System Assembly At Intersection With Inverters, Batteries, Harnesses And All Appurtenances Per The Plans And Specifications With Ethernet Monitoring Connection Configured With City Provided IP Address Into Existing BBS Enclosure On Existing Controller Cabinet.	4	EA	\$ 16,844.11	\$ 67,376.44
5	Furnish And Install Miovision Opticom GPS EVP In New 760 Card Rack Completely With 768 Auxiliary Interface Panel And All Necessary Appurtenances For Intended Operations. Contractor To Configure With City Provided Ip Address Upon Installation. Furnish And Install Pole Mount Opticom GPS System Complete Per Manufacturer's Instructions.	28	EA	\$ 14,617.20	\$ 409,281.60
6	Contractor Shall Implement Leading Pedestrian Interval (LPI) Per Signal Timing Sheet Provided By The City.	44	EA	\$ 1,373.33	\$ 60,426.52
7	Remove And Salvage Existing Pedestrian Signal. Furnish And Install Countdown Pedestrian Signal In Existing Pedestrian Signal Housing. Reuse Existing Signal Wires.	187	EA	\$ 387.25	\$ 72,415.75
8	Remove And Salvage Existing Backplate. Furnish And Install New Factory-Manufactured Backplate for 3-Section Vehicle Head With High Visibility Yellow Retro-Reflective Border Per Special Provisions.	304	EA	\$ 441.43	\$ 134,194.72
9	Remove And Salvage Existing Backplate. Furnish And Install New Factory-Manufactured Backplate for 4-Section Vehicle Head With High Visibility Yellow Retro-Reflective Border Per Special Provisions.	13	EA	\$ 514.02	\$ 6,682.26

10	Remove And Salvage Existing Backplate. Furnish And Install New Factory-Manufactured Backplate for 5-Section Vehicle Head With High Visibility Yellow Retro-Reflective Border Per Special Provisions.	29	EA	\$ 588.96	\$ 17,079.84
11	Contractor Shall Thoroughly Clean And Acid-Wash Existing Signal Head Assembly. Paint Existing Signal Head Assembly Black Per Special Provisions. Apply 2" High Visibility Yellow Retro-Reflective Tape On Existing Backplate. Retro-Reflective Tape Shall Be Per Special Provisions.	1010	EA	\$ 355.99	\$ 359,549.90
12	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 3-Section Traffic Signal Head With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	205	EA	\$ 1,120.14	\$ 229,628.70
13	Remove And Salvage Existing 8" Traffic Signal Head. Furnish And Install New 3-Section Traffic Signal Head With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	123	EA	\$ 1,215.74	\$ 149,536.02
14	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 3-Section Left Arrow Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	82	EA	\$ 1,164.63	\$ 95,499.66

15	Remove And Salvage Existing 8" Traffic Signal Head. Furnish And Install New 3-Section Left Arrow Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	8	EA	\$ 1,164.63	\$ 9,317.04
16	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 3-Section Right Arrow Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	1	EA	\$ 1,208.20	\$ 1,208.20
17	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 3-Section Through Green Arrow Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	4	EA	\$ 1,199.19	\$ 4,796.76
18	Remove And Salvage Existing 8" Traffic Signal Head. Furnish And Install New 3-Section Through Arrow Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	1	EA	\$ 1,208.20	\$ 1,208.20
19	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New Programmable Visibility 3-Section Left Arrow Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured	7	EA	\$ 4,864.51	\$ 34,051.57

	Backplate And Mounting Bracket Per Special Provisions. Contractor Shall Program Signal Head Per Direction Of Engineer.				
20	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 4-Section Traffic Signal Head Per Detail on Plans With High Visibility Yellow Reflective Factory Manufactured Backplate And Mounting Bracket Per Special Provisions.	5	EA	\$ 1,609.66	\$ 8,048.30
21	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 5-Section Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	28	EA	\$ 2,009.79	\$ 56,274.12
22	Remove And Salvage Existing 8" Traffic Signal Head. Furnish And Install New 5-Section Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	2	EA	\$ 2,075.12	\$ 4,150.24
23	Remove And Salvage Existing 8" Signal Head Mounting Bracket. Furnish And Install New TV-1-T Traffic Signal Mounting Bracket For 12" Signal Heads.	21	EA	\$ 1,208.56	\$ 25,379.76
24	Remove And Salvage Existing 8" Signal Head Mounting Bracket. Furnish And Install New TV-2-T Traffic Signal Mounting Bracket For 12" Signal Heads. Relocate Any Existing Signal Heads To New Mounting Bracket.	9	EA	\$ 1,440.71	\$ 12,966.39

25	Remove And Salvage Existing 8" Signal Head Mounting Bracket. Furnish And Install New TV-3-T Traffic Signal Mounting Bracket For 12" Signal Heads. Relocate Any Existing Signal Heads To New Mounting Bracket.	1	EA	\$ 1,685.36	\$ 1,685.36
26	Remove And Salvage Existing 8" Signal Head Mounting Bracket. Furnish And Install New SV-1-T Traffic Signal Mounting Bracket For 12" Signal Heads.	79	EA	\$ 1,253.69	\$ 99,041.51
27	Remove And Salvage Existing 8" Signal Head Mounting Bracket. Furnish And Install New SV-2-TB Traffic Signal Mounting Bracket For 12" Signal Heads. Relocate Any Existing Signal Heads To New Mounting Bracket.	19	EA	\$ 1,578.47	\$ 29,990.93
28	Remove And Salvage Existing Vehicle Head And Mounting Bracket.	1	EA	\$ 423.90	\$ 423.90
29	Remove And Salvage Existing Signal Head Mounting Bracket. Furnish And Install New SV-1-T Traffic Signal Mounting Bracket For 12" Signal Heads.	2	EA	\$ 1,286.44	\$ 2,572.88
30	Additional Work Items	1	FA	\$100,000.00	\$100,000.00

TOTAL BASE BID AMOUNT (IN FIGURES) \$ 2,472,097.53

TOTAL BASE BID AMOUNT (IN WORDS) Two million, four hundred seventy-two thousand, ninety-seven dollars and fifty-three cents

The award of the Contract shall be based on the lowest responsible BASE BID SCHEDULE PROPOSAL amount. The ADDITIVE and DEDUCTIVE BID ITEMS shown below per the ADDITIVE/DEDUCTIVE BID SCHEDULE PROPOSAL will **not** be taken into account in determining the lowest responsible bidder. The City may add any or all bid items from the ADDITIVE AND DEDUCTIVE BID SCHEDULE at the sole and complete discretion of the City as part of the performance of this Contract.

The City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

ADDITIVE/DEDUCTIVE BID SCHEDULE PROPOSAL						
ADDITIVE/DEDUCTIVE BID						
ITEM	ACTION	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL AMOUNT
AD1	Deduct from Base Bid Item 11	Contractor Shall Thoroughly Clean And Acid-Wash Existing Signal Head Assembly. Paint Existing Signal Head Assembly Black Per Special Provisions. Apply 2" High Visibility Yellow Retro-Reflective Tape On Existing Backplate. Retro-Reflective Tape Shall Be Per Special Provisions.	(308)	EA	\$ 355.99	(\$ 109,644.922),
	Add to Base Bid Item 12	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 3-Section Traffic Signal Head Per Detail on Plans With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	253	EA	\$ 1,120.14	\$ 283,395.42
	Add to Base Bid Item 14	Remove And Salvage Existing Traffic Signal Head. Furnish And Install New 3-Section Left Arrow (LRA, LYA, LGA) Traffic Signal Head With High Visibility Yellow Retro-Reflective Factory Manufactured Backplate Per Special Provisions.	55	EA	\$ 1,164.63	\$ 64,054.65

**TOTAL BASE BID + ADDITIVE/DEDUCTIVE BID AMOUNT (WITH ADDITIVE/DEDUCTIVE BID ITEMS "AD1")
(IN FIGURES)**

\$ 2,709,902.68

**TOTAL BASE BID + ADDITIVE/DEDUCTIVE BID AMOUNT (WITH ADDITIVE/DEDUCTIVE BID ITEMS "AD1")
(IN WORDS)**

Two million, seven hundred nine thousand, nine hundred two dollars and sixty-eight cents

The CITY also reserves the right to reject all Bids.



Bidder's Initials

PROPOSAL SCHEDULE (CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. F.A. designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
4. (*) Schedule of Values shall be submitted before 4:00 PM of the 4th business day following the bid opening. Schedule of values shall include quantities and unit prices. Price includes the indirect cost mark up.
5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials requires uploaded onto *PlanetBids*.


Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

(Please Type or Print)

Total Amount for Base Bid (in written words) Two million, four hundred seventy-two thousand, ninety-seven dollars
and fifty-three cents (\$ 2,472,097.53)
in figures

Contractor's Lawful Name: Econolite Systems, Inc.

Bidder's Name: Econolite Systems, Inc.

Bidder's Initials: 

Contractor's License No. Expiration: 01/31/2028

DIR Registration Number: 1

Dun & Bradstreet Number:

Contractor's Taxpayer I.D. Number:

Signature:  Avishek Basu Date: 04/22/2026

Contractor's Address: 1250 N Tustin Avenue, Anaheim, CA 92807

Telephone Number: (714) 575-5549 Mobile No.: (657) 291-5218

Fax Number: (N/A) E-mail: pshowalter@econolite.com

24-Hour Emergency Contacts:

Patrick Showalter
Name

Telephone Nu

Mobile No.: (6)

24/7 Dispatch Service
Name

Telephone No.

Mobile No.: ()

Stephanie DeFazio
Name

Telephone No.

Mobile No.: ()


Bidder's Initials

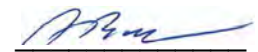
**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of Ten Percent of Amount Bid (Bidder's Bond) (\$ 10% of Amount Bid) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.


Bidder's Initials

Respectfully submitted,

Econolite Systems, Inc.

Contractor's Business Name

1250 N Tustin Avenue

Business Address: Street

Anaheim CA 92807

City State Zip

(714) 630-3700

Business Phone Number

N/A

Name Title

N/A

City State Zip

Avishek Basu

VP, Finance & Treasurer

Contractor Title

[Signature]

By

Title

[Redacted]

Contractor's License No. and Classification

04/30/2026

Date

N/A

Residence: Street

N/A

Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation

Taxpayer I.D. Number: 27-0206675

Name Avishek Basu

Can Sign

Must Sign

Name Alice Cook

☒
☒
☒

☐
☐
☐

Name Stephanie DeFazio

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: N/A

Name N/A

Address N/A

Name N/A

Address N/A

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

Spiro Gjorgjevski - President & CEO

1250 N Tustin Ave, Anaheim, CA 92807

Avishek Basu - VP Finance & Treasurer

1250 N Tustin Ave, Anaheim, CA 92807

Alice Cook - General Counsel & Secretary

1250 N Tustin Ave, Anaheim, CA 92807

Stephanie DeFazio - VP, Field Services

1250 N Tustin Ave, Anaheim, CA 92807

[Signature]
Bidder's Initials

Construction Contract References

City of Bell, CA
Traffic Signal Improvements for HSIP Cycle 11
Matthew Viegas, City Engineer
6330 Pine Ave., Bell, CA 90201
(909) 706-7365
engineering@cityofbell.org
6/2025 – 9/2025, \$897,000

City of Camarillo, CA
Video Detection Installation Project
Ryan Strawser, Senior Traffic Signal Technician
601 Carmen Dr., Camarillo, CA 93010
(805) 388-5381
rstrawser@cityofcamarillo.org
12/2024 – 1/2025, \$106,000

City of Camarillo, CA
Citywide Opticom Installation Project
Ryan Strawser, Senior Traffic Signal Technician
601 Carmen Dr., Camarillo, CA 93010
(805) 388-5381
rstrawser@cityofcamarillo.org
12/2024 – 4/2025, \$197,000

City of Mission Viejo, CA
HSIP Citywide Audible Pedestrian Signal Push
Button Improvements
Mario Gutierrez, Associate Engineer (Traffic Ops)
200 Civic Center, Mission Viejo, CA 92691
(949) 470-3068 mariog@cityofmissionviejo.org
10/2024 – 4/2025, \$225,000

City of Simi Valley, CA
Signal Head Replacements and Retroreflective
Backplates Project
Justin Link, PE, TE, Principal Engineer
2929 Tapo Canyon Rd, Simi Valley, CA 93063
(805) 583-6884
jlink@simivalley.org
7/2024 - 10/2024, \$564,000

City of Camarillo, CA
High-Definition Video Detection Project
Ryan Strawser, Senior Traffic Signal Technician
601 Carmen Dr., Camarillo, CA 93010
(805) 388-5381
rstrawser@cityofcamarillo.org
4/2024 – 5/2024, \$58,000

City of Poway, CA
Traffic Signal Controller and Communications
Miguel Solano, Assistant Traffic Engineer
13325 Civic Center Dr., Poway, CA 92074
(858) 668-4653
msolano@poway.org
2/2024 – 11/2024, \$520,000

City of Oceanside, CA
HSIP Cycle 9 Traffic Signal Upgrades
Luis Cardenas, Project Manager
300 North Coast Hwy, Oceanside, CA 92054
(760) 435-3573
lcardenas@oceansideca.org
7/2023 – 2/2024, \$1,300,000

City of Palm Desert, CA
Traffic Signal Hardware Upgrades
Chris Gerry, Senior Project Manager
73-510 Fred Waring Dr., Palm Desert, CA 92260
(760) 776-6335
cgerry@cityofpalmdesert.org
1/2023 – 4/2023, \$412,560

City of Redlands, CA
HSIP-Cycle 8 Pedestrian Countdown Signal Heads
Veronica Medina, EIT, Associate Engineer
111 W. Lugonia Ave., Redlands, CA 92374
(909) 798-7584 ext. 6
vmedina@cityofredlands.org
6/2022 – 5/2023, \$542,000

City of Simi Valley, CA
Traffic Signal Video Detection System (VDS) Justin
Link, PE, TE, Principal Engineer
2929 Tapo Canyon Rd., Simi Valley, CA 93063
(805) 583-6884
jlink@simivalley.org
4/2023 – 9/2024, \$480,000

City of Laguna Niguel, CA
Accessible Pedestrian Signals Installation
Kathy Nguyen, Engineering Services Manager
30111 Crown Valley Pkwy., Laguna Niguel, CA
92677, (949) 362-4341
kanguyen@cityoflagunaniguel.org
CC 22-33: 5/2023 – 6/2023, CC 22-33: \$84,000
CC 21-05: 5/2022 – 6/2022, CC 21-05: \$49,000

City of Fontana, CA
Pan Tilt Zoom (PTZ) Camera Installation
Darrin Huggins, Supervising Traffic Systems
Specialist
8353 Sierra Ave., Fontana, CA 92335
(909) 350-6525
dhuggins@fontanaca.gov
4/2022 – 5/2022, \$205,121

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
		None required.	


Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all ~~DBE and non-DBE~~ subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. ~~City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects.~~ To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Econolite Systems, Inc. Phone: (714) 575-5549

Address: 1250 N Tustin Avenue, Anaheim, CA 92807 Fax: N/A

Contact Person: Patrick Showalter No. of years in business: 24

~~Is the firm currently certified as a DBE under 49 CFR Part 26?~~ ☐ YES ☐ NO

Type of work/services/materials provided by firm? ITS/traffic signal system maintenance, repair, and construction

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE-subcontractors, non-DBE subcontractors and/or suppliers' information).

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all ~~DBE and non-DBE~~ subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. ~~City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects.~~ To the extent permitted by law, all information submitted will be held in confidence._____

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Nextech Systems Phone: 949-916-2664

Address: 13885 Alton Parkway, Suite A Fax: 949-916-2665
Irvine, CA 92618

Contact Person: Janna McKhann No. of years in business:
26

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☐ NO

Type of work/services/materials provided by firm? Traffic Safety systems and solutions

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE-subcontractors, non-DBE subcontractors and/or suppliers' information).

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all ~~DBE and non-DBE~~ subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. ~~City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects.~~ To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Swarco McCain Phone: 760-727-8100

Address: 2365 Oak Ridge Way Fax: _____
Vista, CA 92081

Contact Person: Elia Herrera No. of years in business: 39

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☐ NO

Type of work/services/materials provided by firm? Traffic Signal Equipment

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE-subcontractors, non-DBE subcontractors and/or suppliers' information).

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all ~~DBE and non-DBE~~ subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. ~~City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects.~~ To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: AM Signal, LLC Phone: 4/30/2026

Address: 7257 S Revere Pkwy, Suite 400 Fax: 720-749-1667
Centennial, CO 80112

Contact Person: Erica Peel No. of years in business: 25

~~Is the firm currently certified as a DBE under 49 CFR Part 26?~~ ☐ YES ☐ NO

Type of work/services/materials provided by firm? Opticom GPS / EVP & Turn-On Support

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE-subcontractors, non-DBE subcontractors and/or suppliers' information).

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Econolite Systems, Inc. as
principals, and Fidelity and Deposit Company of Maryland as
surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation,
organized under the laws of the State of California and situated in Orange County in the
sum of Ten Percent of Amount Bid ----- (\$ 10% of Amount Bid)
to be paid to the City, its successors and assigns, for which payment well and truly to be
made, we bind ourselves, our heirs, executors, and administrators, successors or
assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Econolite Systems, Inc., if
accepted by the City of Costa Mesa, and if the above bounden,
Econolite Systems, Inc., his heirs, executors, administrators,
successors and assigns, shall duly enter into and execute a contract for such
construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the
LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described
within fourteen (14) days from the date of the mailing of a notice of the above bounden,
Econolite Systems, Inc., by and from the City, that
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 our hands and seals this 17th day of April, 2026.

Econolite Systems, Inc.

By: [Signature]

Vp of Finance

Contractor/ Principal
(Notary Acknowledgement to be attached)

Fidelity and Deposit Company of Maryland

By: [Signature]

Kathy R. Mair, Attorney-in-Fact

Surety/Power of Attorney
(Notary Acknowledgment to be attached)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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)County of Orange)On April 17, 2026 before me, Mechelle Larkin, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]personally appeared Kathy R. Mair -----
[Name(s) of Signer(s)]

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 of Notary Public Mechelle Larkin

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Kathy R. Mair

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Fidelity and Deposit
Company of Maryland

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

County of Orange

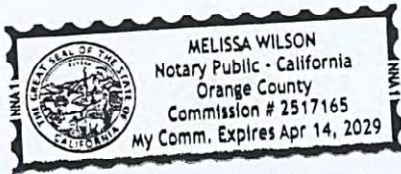
On 4/22/26 before me, Melissa Wilson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Avishek Basu
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Melissa Wilson
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond - Costa Mesa, CA

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mechelle LARKIN, Kathy R. MAIR, My HUA, Marie Claire TRINIDAD of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of February, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of April, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfelaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.



Bidder's Initial

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Econolite Systems, Inc.

Contractor Firm Name

Avishek Basu

Name of Principal

Vice President, Finance & Treasurer

Title

Signature

Subscribed and sworn to before me by:

see attached
This ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

AB
Bidder's Initials

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

County of Orange

Subscribed and sworn to (or affirmed) before me on

this 22 day of April, 2026, by
Date Month Year(1) Avishek Basu(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Non Collusion Affidavit for Costa Mesa

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 04/30/2026

CONTRACTOR

 Avishek Basu

Econolite Systems, Inc.

Company Name

PROJECT: Signal Modernization for Systemic
Safety Improvements (Federal Project No. HSIPL
-5312(107), City Project No. 26-01)


Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as Attachment No. 1 in the Project Specifications.


Bidder's Initials

FEDERAL REQUIREMENTS (BID PROPOSAL)

Federal Lobbying Restrictions:

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
- or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

Design Engineer May Not Bid On Construction Contract

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

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.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal 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 any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (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 federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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 this 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:

☐

- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:

☐

- a. initial
- b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐

a. cash

☐

b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply)

☐

a. retainer

☐

b. one-time fee

☐

c. commission

☐

d. contingent fee

☐

e. deferred

☐

f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

Not Applicable to Econolite Systems, Inc.

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier 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 semiannually 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.

Signature: _____

Print Name: Avishek Basu

Title: Vice President, Finance & Treasurer

Telephone No.: (714) 630-3700 Date: 04/30/26

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

**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. Subawards 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 influenced 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»

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 04/30/2026

Avishek Basu

Vice President, Finance & Treasurer



Signature and Title of Bidder

Business Address 1250 N Tustin Avenue, Anaheim, CA 92807

Place of Business Orange County, California

Place of Residence N/A

PUBLIC CONTRACT CODE

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 ✓ 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 ✓

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

PUBLIC CONTRACT CODE 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.

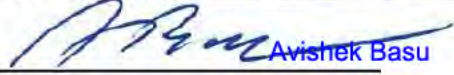
**AFFIRMATIVE ACTION QUESTIONNAIRE
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
 - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
 1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
 2. The resident population of the City as a whole; and
 3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
 4. The resident population of the unincorporated areas of the County contiguous to the City.
 - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing Vice President, Finance & Treasurer

Signature  Avishek Basu Date 04/30/2026

IMPORTANT: This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.

Part I N/A Prime Contractor Econolite Systems, Inc.
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.
Econolite Systems, Inc. 1250 N Tustin Avenue, Anaheim, CA 92807
2. Name and address of principal official or manager.
Patrick Showalter 1250 N Tustin Avenue, Anaheim, CA 92807
3. Name and address of principal officer of the company.
Avishek Basu 1250 N Tustin Avenue, Anaheim, CA 92807
4. Name and address of parent company if an affiliated corporation.
Econolite Group, Inc. 1250 N Tustin Avenue, Anaheim, CA 92807
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)
N/A
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)
N/A
7.  Avishek Basu - Vice President, Finance & Treasurer
Signature and Title of Authorized Representative
8. 04/30/2026
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect. see attached
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? yes

Equal Opportunity Statement

An Equal Opportunity Employer - Non-Smoking Facility

Econolite conform to all laws, statutes, and regulations concerning equal employment opportunities and affirmative action. We strongly encourage women, minorities, individuals with disabilities and veterans to apply to all of our job openings. We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, gender identity, marital status, lactation, ancestry/national origin, citizenship, age, disability, arrest and court records, military & veteran's status, Genetic Information and Testing, Family and Medical Leave, or any other classification protected by state or federal law.

We prohibit Retaliation against individuals who bring forth any complaint, orally or in writing, to the employer or the government, or against any individuals who assist or participate in the investigation of any complaint or otherwise oppose discrimination.

More information pertaining to our EEO policy can be found here:
<https://www.econolite.com/careers/career-opportunities/>

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? Yes
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? 106
- b) How many are minorities? 50%
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? Yes
5. Are any apprentices obtained from sources outside the employer's work force? No If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office N/A

Newspapers or other media N/A

High schools, including those in minority group areas N/A

Local trade or vocational schools, including those with minority group students
N/A

Agencies and/or organizations specializing in minority employment
N/A

Federal or State apprenticeship representatives N/A

Name N/A

Other - Name N/A

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? Yes
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? Yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

Company website, LinkedIn

Part III

1. Have you a collective bargaining agreement with a labor union or other organization? No
2. If yes, specify the union(s) or organization(s).
N/A
3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts?
No
4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?
N/A
5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? N/A
6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts?
N/A
If so, specify _____

7. Specify the trade(s) or craft(s) involved in this contract.
The scope of work consists of traffic signal modifications to implement safety upgrades at 128
signalized intersections in the City.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE
OF PREVIOUS CONTRACTS OR SUBCONTRACTS
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE
AND THE FILING OF REQUIRED REPORTS**

The
bidder Econolite Systems, Inc.
, proposed subcontractor

N/A, hereby certifies that he has
✓, has not _____, participated in a previous contract or subcontract subject to the
equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246,
and that, where required, he has 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 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.)

Currently, Standard Form 100 (EEO-1) is the only report required by the
Executive Orders or their implementing regulations.

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 Federal
Highway Administration or by the Director, Office of Federal Contract
Compliance, U.S. Department of Labor.

NOTICE

TO: Employees, Applicants for Employment, and Potential Employees

From: Econolite Systems, Inc.
(Firm Name)

Subject: Project No 26-01, Federal Project No. HSIPL-5312(107)
Equal Opportunity Policy

It is the operating policy of this company to afford all persons equal employment opportunity without regard to their race, religion, sex, national origin, age, or disability. The following is our company policy:

It is the policy of this company to assure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion (including reasonably accommodating an employee's religious practices where the accommodation does not impose undue hardship), sex (including pregnancy and sexual harassment), age, disability, or national origin. Such action shall include: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

We also encourage the use of available training programs and will be happy to advise upon what programs are available, the entrance requirements for each, as well as assisting in applying for or entering such programs. Any supervisor will be happy to discuss the training program with you.

All present employees are requested also to encourage minorities and women to make application for employment with this company or to apply for training under available programs.

<u>Spiro Gjorgjevski</u>	<u>President & CEO</u>
(Name/Company Chief Officer)	(Title)

Any complaint of alleged discrimination by this company, its supervisors or employees, or any person or organization acting on behalf of the company should immediately be called to the attention of:

Company EEO Officer		Project EEO Representative:
<u>Sue Burns</u>	or	<u></u>
(Name)		(Name)
<u>1250 N Tustin Avenue, Anaheim, CA 92807</u>		<u></u>
(Address)		(Address)
<u>(714) 630-3700</u>	or	<u></u>
(Phone Number)		(Phone number)

(Please print/type in bold, black block letters)

Exhibit 12-B: Bidder's List of Subcontractor (~~DBE and Non-DBE~~) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:
HSIPL-5312(107)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME	None required - Econolite can self perform all required work.						< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

HSIPL-5312(107)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME	None required - Econolite can self perform all required work.						< \$1 million
City, State						< \$5 million	
						< \$10 million	
						< \$15 million	
						Age of Firm in years	
NAME						< \$1 million	
						< \$5 million	
City, State						< \$10 million	
						< \$15 million	
						Age of Firm in years	
NAME						< \$1 million	
						< \$5 million	
City, State						< \$10 million	
						< \$15 million	
						Age of Firm in years	
NAME						< \$1 million	
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City, State						< \$10 million	
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NAME					< \$1 million		
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City, State					< \$10 million		
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NAME					< \$1 million		
					< \$5 million		
City, State					< \$10 million		
					< \$15 million		
					Age of Firm in years		
NAME					< \$1 million		
					< \$5 million		
City, State					< \$10 million		
					< \$15 million		
					Age of Firm in years		

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package



BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
None				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Econolite Systems, Inc.

Bidder/Applicant/Proposer

04/30/2026

Date

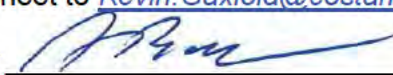


CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200
FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

DATE: APRIL 29, 2026
TO: ALL PROSPECTIVE BIDDERS
SUBJECT: BID ADDENDUM NO. 1 –
SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS
FEDERAL PROJECT NO. HSIPL-5312(107)
CITY PROJECT NO. 26-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to Kevin.Gaxiola@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by:  Avishek Basu - Vice President, Finance

Company: Econolite Systems, Inc.

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

Responses to some of the "Request for Information" (RFI) questions are below:

1. Per Bid Item #5- Please confirm whether the qty is 28. We found qty 29, so if there's 29 locations please update the Bid Schedule. Locations attached. In order to provide a quote for the D-Panel we will need the following information for the existing cabinets. Pictures of Cabinets: Interior, Front, Center, Left, Right, Cabinet tag, D-Panel & Sticker, Cabinet manufacturer and date. - We are also requesting a due date extension if possible.

Answer: There are 28 intersections receiving Miovision GPS EVP systems. Below is a list of the intersections as well as their cabinet and D-panel information. There are 6 intersections missing D-Panels and 22 intersections that have Econolite ASC-8000 D-panels.

- 10: Cabinet=Gibbons Enclosures, D-Panel= None
- 12: Cabinet=Mccain, D-Panel= Econolite ASC-8000
- 13: Cabinet= Safetran, D-Panel= Econolite ASC-8000
- 15: Cabinet= IDC, D-Panel= None
- 16: Cabinet= Safetran, D-Panel= Econolite ASC-8000
- 19: Cabinet=Mccain, D-Panel= Econolite ASC-8000
- 20: Cabinet= Safetran, D-Panel= Econolite ASC-8000
- 23: Cabinet= Econolite, D-Panel= Econolite ASC-8000

30: Cabinet=Gibbons Enclosures, D-Panel= None
31: Cabinet= PEEK, D-Panel= None
33: Cabinet= PEEK, D-Panel= Econolite ASC-8000
34: Cabinet=Gibbons Enclosures, D-Panel= Econolite ASC-8000
35: Cabinet= Econolite, D-Panel= Econolite ASC-8000
36: Cabinet= Econolite, D-Panel= Econolite ASC-8000
38: Cabinet= WW Metal Fabrication, D-Panel= Econolite ASC-8000
42: Cabinet= Unknown, D-Panel= Econolite ASC-8000
43: Cabinet= PEEK, D-Panel= None
82: Cabinet= Siemens, D-Panel= Econolite ASC-8000
84: Cabinet= Econolite, D-Panel= Econolite ASC-8000
92: Cabinet= Econolite, D-Panel= Econolite ASC-8000
94: Cabinet= Unknown, D-Panel= Econolite ASC-8000
95: Cabinet=Gibbons Enclosures, D-Panel= Econolite ASC-8000
96: Cabinet=Gibbons Enclosures, D-Panel= Econolite ASC-8000
98: Cabinet= Unknown, D-Panel= None
99: Cabinet=Gibbons Enclosures, D-Panel= Econolite ASC-8000
100: Cabinet= Unknown, D-Panel= Econolite ASC-8000
109: Cabinet=Gibbons Enclosures, D-Panel= Econolite ASC-8000
119: Cabinet= Econolite, D-Panel= Econolite ASC-8000

2. Regarding Bid Line Item No. 11, which states, "Contractor shall thoroughly clean and acid-wash existing signal head assembly," would the City approve the use of an alternative, more environmentally friendly cleaning solution and methodology that minimizes potential hazards to the public and passing vehicles, including exposure to irritants and overspray?

Answer: The intent of Bid Item No. 11 is to properly clean the signal head prior to painting the signal head in preparation for retroreflective tape on the backplate. After Contract award, if the Contractor can properly demonstrate that the method and material is equivalent and can properly clean the signal head then the City may approve it as an equivalent material and method and a submittal can be sent as an equivalent. If the City determines that the alternate does not yield the intended results or is not sufficient, the Contractor will be required to follow the plans and specifications as intended.

3. Working Days: The Contract states that the contractor shall commence the Work within ten (10) days after the date of execution of the Contract and complete the Work within ninety-five (95) working days from the first day of construction as established by the Notice to Proceed for Construction. Please clarify whether the ninety-five (95) working days include material procurement, or if this period begins only after materials are received and on-site construction activities commence.

Answer: There will be 2 Notice to Proceeds (NTP) that will be issued, one for administrative work such as traffic control plans, submittals and procurement, and one for Construction where the working days will begin counting. The City will work with the Contractor to set an appropriate date for the NTP for Construction to account for material delivery times.

4. Would like to request a site survey for 29 locations potentially needing new D-Panels. Can the city provide access to perform a site survey for 29 cabinet locations that may require a new Econolite ASC-8000 "D" Connector Interface Panel? This is in effort to determine if a new panel is required or what panel currently exists in the cabinet. Based on the site survey, would it be possible to request a due date extension?

Answer: There are 28 intersections that will be receiving new Miovision GPS EVP systems. Please see response to question #1 for additional information regarding D-panels and cabinet manufacturers.

Where discrepancies exist between these revised plans and specifications (per Bid Addendum No. 1) and the original signed plans, these revised specifications shall take precedence.

Failure to submit this acknowledgment form AND signing page P-12 in the Bid Contract Documents and Specifications MAY CAUSE YOUR BID TO BE REJECTED.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at Kevin.Gaxiola@costamesaca.gov.

Again, please acknowledge receipt of ALL addenda by filling out and signing page "P-12" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and emailing it to Kevin.Gaxiola@costamesaca.gov.

Also, please remember to physically submit the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of Costa Mesa, per Section 4 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received PRIOR to the submission deadline.**

Sincerely,



Ramin Nikoui
Senior Engineer

EXHIBIT B
BID PACKAGE

EXHIBIT C

BONDS

EXHIBIT D

DRUG-FREE WORKPLACE POLICY

EXHIBIT E

**FEDERAL FUNDING SUPPLEMENT
(DAVIS BACON ACT AND EQUAL OPPORTUNITY CLAUSE)**

EXHIBIT F

**REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION
CONTRACTS**

**LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBIT 12-G REQUIRED
FEDERAL-AID CONTRACT LANGUAGE**

AND

**FORM FHWA-1273 (WITHOUT MODIFICATION) AS REQUIRED PER 23 CFR
633.102(b)**

AND

TITLE VI ASSURANCES APPENDICES A AND E