

**City Council Chambers
29844 Haun Road
Menifee, CA 92586**



**Menifee City Council
Regular Meeting Agenda**

**Wednesday, February 1, 2023
5:00 PM Closed Session
6:00 PM Regular Meeting**

**Bill Zimmerman, Mayor
Bob Karwin, District 1
Ricky Estrada, District 2
Lesa Sobek, District 3
Dean Deines, District 4**

**Armando G. Villa, City Manager
Jeffrey T. Melching, City Attorney
Kay Vinson, Acting Clerk**

AGENDA

10.13 Notice of Completion and Acceptance for Potomac and Meadows Neighborhood Resurfacing Project, Pavement Management Project No. 22-02

RECOMMENDED ACTION

1. Accept the improvements for the Potomac and Meadows Neighborhood Resurfacing Project, Pavement Management Project (PMP) No. 22-02; and
2. Authorize the City Clerk to file a Notice of Completion with the Riverside County Recorder's Office.



CITY OF MENIFEE

SUBJECT: Notice of Completion and Acceptance for Potomac and Meadows Neighborhood Resurfacing Project, Pavement Management Project No. 22-02

MEETING DATE: February 1, 2023

TO: Mayor and City Council

PREPARED BY: Carlos Geronimo, Principal Engineer

REVIEWED BY: Nick Fidler, Public Works Director

APPROVED BY: Armando G. Villa, City Manager

RECOMMENDED ACTION

1. Accept the improvements for the Potomac and Meadows Neighborhood Resurfacing Project, Pavement Management Project (PMP) No. 22-02; and
2. Authorize the City Clerk to file a Notice of Completion with the Riverside County Recorder's Office.

DISCUSSION

The Potomac and Meadows Resurfacing Project consisted of resurfacing existing roads with chip seal/slurry seal, restriping, and reconstruction of 22 non-compliant ADA ramps. The work was performed in the Menifee Meadows neighborhood, east of Bradley Road and north of Holland Road, and in the Potomac neighborhood located east of Bradley Road and north of Potomac Drive, as depicted in the Project Location Map. The Project was completed in two parts, beginning with a crack seal of the project area followed by the final resurfacing by chip seal/slurry seal throughout both neighborhoods. Services for crack seal were performed under a separate contract. The Project resurfaced approximately 7.5 miles collectively between both neighborhoods.

On April 6, 2022, the City Council approved a total construction budget of \$878,473 and authorized the City Manager to approve the construction contract with Pavement Coatings, Inc. (Contractor) in the amount of \$756,613 to complete the slurry seal resurfacing improvements for the Project. The final construction costs for the Project totaled \$866,718.33, including crack seal services and ancillary costs such as materials testing and labor compliance services.

If approved, a Notice of Completion (NOC) would be filed, which protects the City from future claims against the Project by providing proper noticing to each contractor, subcontractor, and material supplier, that the Project has been completed. The payment bond should be released upon project acceptance by the City and the performance bond would be released one-year after the date of recording of the NOC. The City has not received stop notices that would prevent said releases.

STRATEGIC PLAN OBJECTIVE

Safe and Attractive Community

FISCAL IMPACT

There is no fiscal impact associated with the acceptance of the improvements related to Potomac and Meadows Resurfacing Project, PMP 22-02.

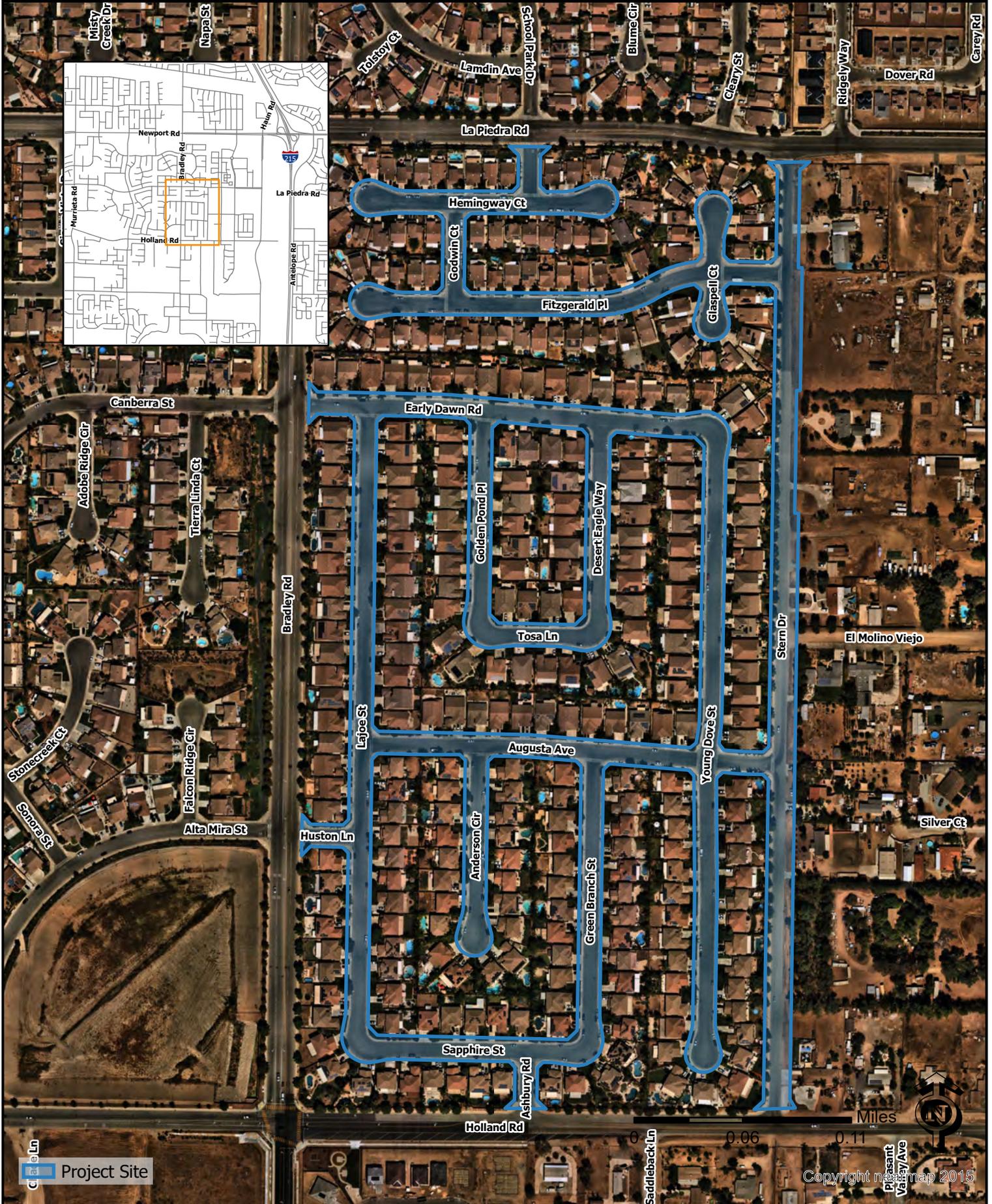
ATTACHMENTS

1. Project Location Map
2. Notice of Completion
3. Close Out Documents

Potomac Resurfacing Project Location Map



Menifee Meadows Resurfacing Project Location Map



Recording Requested By:
CITY OF MENIFEE

After Recording Mail To:
CITY CLERK
CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586

Record without fee subject to Govt. Code 6103

NOTICE OF COMPLETION
(Public Works – Civil Code Sec. 9204)

POTOMAC AND MEADOWS NEIGHBORHOOD RESURFACING, PMP 22-02

Notice is hereby given that:

Work of improvements on the project herein described was accepted as complete on February 1, 2023. The project improvements consist of resurfacing approximately 7.5 miles of existing road by chip seal/slurry seal. This work also included the reconstruction of 22 non-compliant existing curb ramps and the replacement of all striping. The project was done in the city right-of-way in the City of Menifee, County of Riverside, State of California.

1. The full name of the Owner is: CITY OF MENIFEE
2. The full address of the Owner is: 29844 HAUN ROAD
MENIFEE, CA. 92586
3. The undersigned is a Corporate Officer of the Owner of the interest stated below in the property herein described:
PUBLIC STREETS IN
MENIFEE, CA 92586
4. The name of the contractor for such work of construction is:
PAVEMENT COATINGS, CO.
10240 SAN SEVAINE WAY
JURUPA VALLEY, CA 91752
5. The property on which said work of improvement was completed is within the City of Menifee, County of Riverside, State of California.

STATE OF CALIFORNIA)

Ss

COUNTY OF RIVERSIDE)

I, Kay Vinson, hereby certify that I am the Acting City Clerk of the City of Menifee, a municipal corporation, which is the owner of the properties described within this Notice of Completion, executed on behalf of the City; that I have read the notice and know the contents thereof and that the facts therein stated are true of my own knowledge under penalty of perjury under the laws of the state of California; that I make this verification on _____, 20__ for and on behalf of the City.

Kay Vinson, Acting City Clerk

Recording Requested By:
CITY OF MENIFEE

After Recording Mail To:
CITY CLERK
CITY OF MENIFEE
29844 HAUN ROAD
MENIFEE, CA 92586

Record without fee subject to Govt. Code 6103

DOC # 2023-0034230
02/06/2023 10:50 AM Fees: \$0.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: JACQUELINE #2386

NOTICE OF COMPLETION
(Public Works – Civil Code Sec. 9204)

POTOMAC AND MEADOWS NEIGHBORHOOD RESURFACING, PMP 22-02

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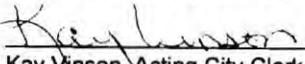
1. The full name of the Owner is: CITY OF MENIFEE
2. The full address of the Owner is: 29844 HAUN ROAD
MENIFEE, CA. 92586
3. The undersigned is a Corporate Officer of the Owner of the interest
stated below in the property herein described: PUBLIC STREETS IN
MENIFEE, CA 92586
4. The name of the contractor for such work of construction is:
PAVEMENT COATINGS, CO.
10240 SAN SEVAINE WAY
JURUPA VALLEY, CA 91752
5. The property on which said work of improvement was completed is within the City of Menifee, County of Riverside, State of California.

STATE OF CALIFORNIA)

Ss

COUNTY OF RIVERSIDE)

I, Kay Vinson, hereby certify that I am the Acting City Clerk of the City of Menifee, a municipal corporation, which is the owner of the properties described within this Notice of Completion, executed on behalf of the City; that I have read the notice and know the contents thereof and that the facts therein stated are true of my own knowledge under penalty of perjury under the laws of the state of California; that I make this verification on February 1, 2023 for and on behalf of the City.


Kay Vinson, Acting City Clerk

APPENDIX 4

CLOSE-OUT DOCUMENTS

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: January 5, 2023

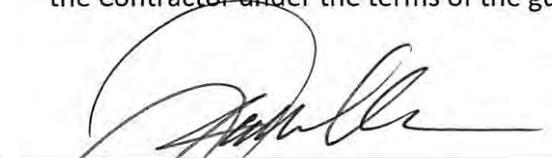
TO: City of Menifee
29844 Haun Rd
Menifee, California 92586

FROM: Pavement Coatings Co.
(Firm or Corporation)

PROJECT: **Potomac and Meadows Resurfacing - PMP 22-02**

This is to certify that I, acting as an authorized official of the above stated firm or corporation, have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

1. I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.
2. The contract work is now complete in all parts and requirements, and ready for your final inspection.
3. I understand and agree that neither the determination by the Owner that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.



Signature of Prime Contractor

James Wu, Vice President

Print name and title



Signature of Prime Contractor

Tom Mucenski, Secretary

Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

Potomac and Meadows Resurfacing
PMP 22-02

LAND SURVEYORS' CERTIFICATION OF COMPLETION

DATE: 1/5/2023

TO: City of Menifee
29844 Haun Rd
Menifee, California 92586

FROM: Pavement Coatings Co.
(Firm or Corporation)

PROJECT: **Potomac and Meadows Resurfacing - PMP 22-02**

Work of contract: Perform field survey and locate all Survey Monuments including centerline and property corners or references to them including centerline ties within area of disturbance from construction activities for this project. Prepare and File a corner record referencing survey monument and/or ties subject to disturbance in the office of the Riverside County Surveyor prior to NTP.

Reset monuments and/or references to them and file post construction corner records.

The corner records shall be delivered to the Engineer prior to the commencement of work and at prior to completion of work.

This is to certify that I, the land surveyor of record acting as an authorized official of the above stated firm or corporation, have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

1.
 - _____ (initials) I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed and survey monuments within area of disturbance have been located and Corner records filed prior to construction and reset with Corner records filed post construction in every particular, in accordance with, and in conformity to business and profession code 8771
 - JW (initials) I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed and **NO** survey monuments and/or references were found within area of disturbance in every particular, in accordance with, and in conformity to business and profession code 8771

2. The contract work is now complete in all parts and requirements.



PLS SEAL & SIGNATURE

PLS# _____ Date _____

Print name and title



Signature of Prime Contractor
James Wu, Vice President

Print name and title

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 6th day of April, 2022, the undersigned entered into and executed a contract with City of Menifee for **Potomac and Meadows Resurfacing** as particularly described in said contract and identified as **PMP 22-02**, and

WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner" and that all designated recyclable materials are properly recycled in compliance with the City of Menifee Ordinances.

WHEREAS, said contract has been completed, all surplus materials disposed of, and proof of compliance with the City of Menifee Municipal Code has been furnished.

NOW, THEREFORE, in consideration of the final payment by the City of Menifee to said Contractor under the terms of said contract, the undersigned Contractor, hereby certifies and affirms under penalty of perjury that all surplus materials as described in said contract have been disposed of at the following location(s):

Concrete and Asphalt
Type of material disposed of

Temporary Chip Seal Markers
Type of material disposed of

Green Rock Materials
Name of disposal site

Superior Pavement Markings (Beaumont Yard)
Name of disposal site

1420 Nandina Ave Perris, CA 92571
Address of disposal site

650 E 1st St Beaumont, CA 92223
Address of disposal site

Non-Hazardous Grindings (Striping Removals)
Type of material disposed of

Boxes That Contained RPMs
Type of material disposed of

Superior Pavement Markings (Beaumont Yard)
Name of disposal site

Superior Pavement Markings (Beaumont Yard)
Name of disposal site

650 E 1st St Beaumont, CA 92223
Address of disposal site

650 E 1st St Beaumont, CA 92223
Address of disposal site

By signing and submitting this form to the City of Menifee on this 5th day of January, 2023, I (we) hereby certified and swear under penalty of perjury under the laws of the State of California that the aforementioned information is true and correct without omission, error or misrepresentation.

[Signature] 1/5/2023
Signature of Prime Contractor Date

[Signature] 1-5-2023
Signature of Prime Contractor Date

James Wu, Vice President
Print name and title

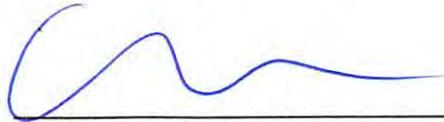
Tom Mucenski, Secretary
Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

CONSENT OF SURETY FOR FINAL PAYMENT

In accordance with the provisions of the contract between the Owner and the Contractor, and the following named Surety: The Ohio Casualty Insurance Company on the Payment Bond in the amount of Seven Hundred Fifty Six Thousand Six Hundred Thirteen Dollars, of the following named Contractor: Pavement Coatings Co. hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety named herein of any of its obligations to the Owner, as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this 27th day of December, 2022.

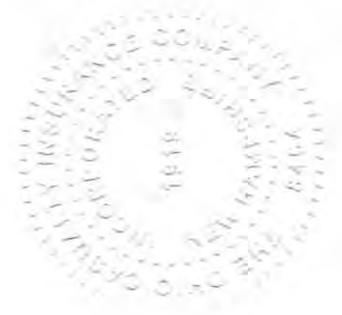


Signature of Authorized Surety Representative

Evet Lam, Attorney-in-Fact

Title

(CORPORATE SEAL)



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 December 27, 2022 before me, Brigid Lopez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Evet Lam
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 Brigid Lopez
Signature of Notary Public

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: _____
 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: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208193-971991

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian A. McGoldrick, Brigid Lopez, Evett Lam, Marisella Rivera

all of the city of Placentia state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of June, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of June, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of December, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

CONTRACTOR'S AFFIDAVIT OF PAYMENT

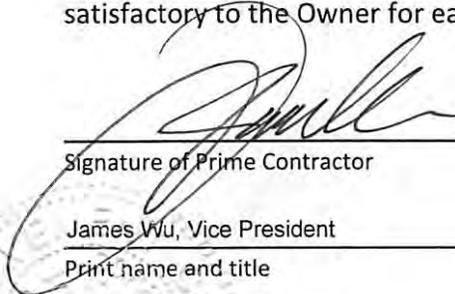
To All Whom It May Concern:

WHEREAS, the undersigned has been contracted by the City of Menifee to furnish labor and materials for **Potomac and Meadows Resurfacing - PMP 22-02**, under a contract dated the 6th day of April, 2022, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 5th day of January, 2023 the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in anyway be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

October Invoice PCI6060 \$33,392.94
Retention \$42,344.43



Signature of Prime Contractor

1/5/2023
Date

James Wu, Vice President

Print name and title



Signature of Prime Contractor

1-5-2023
Date

Tom Mucenski, Secretary

Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

GUARANTEE AGREEMENT

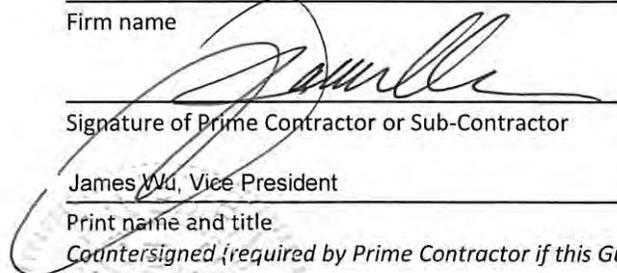
We hereby guarantee that **Potomac and Meadows Resurfacing - PMP 22-02**, has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to promptly repair or replace, in a manner satisfactory to the Engineer, any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of acceptance of the above referenced project by City of Menifee, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor also agrees to indemnify and hold City of Menifee harmless from claims of any kind arising from damage due to said defects in the work constructed under the Contract.

In the event that the undersigned fails to comply with the abovementioned conditions within a reasonable period of time, as determined by City of Menifee, the undersigned hereby authorizes the City of Menifee to proceed with the repair of said defects and the Contractor and his/her surety shall be liable to the City of Menifee for the cost thereof.

Pavement Coatings Co
Firm name

10240 San Sevaine Way Jurupa Valley, CA 91752
Address


Signature of Prime Contractor or Sub-Contractor


Signature of Prime Contractor or Sub-Contractor

James Wu, Vice President

Tom Mucenski, Secretary

Print name and title

Print name and title

Countersigned (required by Prime Contractor if this Guarantee Agreement is for a Sub-Contractor):

~~_____
Firm name~~

~~_____
Address~~

~~_____
Signature of Prime Contractor~~

~~_____
Signature of Prime Contractor~~

Print name and title

Print name and title

Contact for Service:

Bryan Boudreaux

Name

10240 San Sevaine Way, Jurupa Valley, CA 91752

Address

(714) 713-7981

Telephone number and email address