

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: 1/8/2024


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

FROM: California Professional Engineering, Inc.
(Firm or Corporation)

PROJECT: **Antelope Road/MSJC Entrance Traffic Signal - CIP No. 22-15**

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

Van Nguyen, President

Print name and title



Signature of Prime Contractor

Van Nguyen, Secretary

Print name and title

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

Antelope Road/MSJC Entrance Traffic Signal
CIP No. 22-15

LAND SURVEYORS' CERTIFICATION OF COMPLETION

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

FROM: CASE LAND SURVEYING
(Firm or Corporation)

PROJECT: Antelope Road/MSJC Entrance Traffic Signal - CIP No. 22-15


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
 - LV (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# 5411 Date 9/19/23
LARRY V. CASE PRESIDENT
Print name and title


Signature of Prime Contractor
Van Nguyen, President
Print name and title

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 15 day of _____, 20____, the undersigned entered into and executed a contract with City of Menifee for **Antelope Road/MSJC Entrance Traffic Signal** as particularly described in said contract and identified as **CIP No. 22-15**, 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):

Debris, soils, surplus materials

Type of material disposed of

CPE SHOP

Name of disposal site

19062 San Jose Ave La Puente, CA 91748

Address of disposal site

Type of material disposed of

Name of disposal site

Address of disposal site

Type of material disposed of

Type of material disposed of


Name of disposal site

Name of disposal site

Address of disposal site

Address of disposal site

By signing and submitting this form to the City of Menifee on this 8 day of January, 2024, 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 of Prime Contractor Date

Van Nguyen, President

Print name and title

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



Signature of Prime Contractor Date

Van Nguyen, Secretary

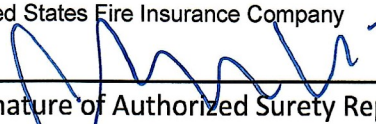
Print name and title

Antelope Road/MSJC Entrance Traffic Signal
CIP No. 22-15

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: United States Fire Insurance Company
Six Hundred Seven Thousand
on the Payment Bond in the amount of Five Hundred Thirty Two and 25/100 \$607,532.25) Dollars,
of the following named Contractor: California Professional Engineering, Inc.
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.

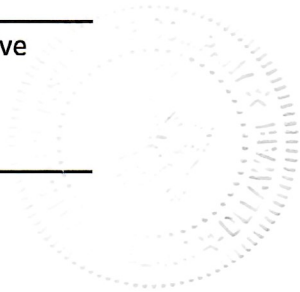
IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this 24th
day of January, 2024.

United States Fire Insurance Company


Signature of Authorized Surety Representative

Christine Woolford, Attorney-in-Fact

Title



(CORPORATE SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

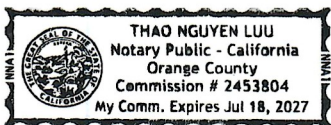
STATE OF CALIFORNIA

County of Orange

On JAN 24 2024 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Christine Woolford

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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07626

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Emilie George, Christine Woolford, Danielle Hanson,
Alexander R. Holsheimer

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:


- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

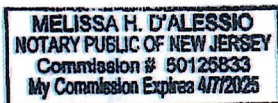
UNITED STATES FIRE INSURANCE COMPANY





Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.





Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 24th day of January 20 24

UNITED STATES FIRE INSURANCE COMPANY




Michael C. Fay, Senior Vice President


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 **Antelope Road/MSJC Entrance Traffic Signal, CIP No. 22-15**, under a contract dated the 15 day of May, 2023, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 8 day of January, 2024 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.)



Signature of Prime Contractor 1/8/2024
Date

Van Nguyen, President

Print name and title



Signature of Prime Contractor 1/8/2024
Date

Van Nguyen, 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 **Antelope Road/MSJC Entrance Traffic Signal, CIP No. 22-15**, 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.

California Professional Engineering, Inc.

Firm name



Signature of Prime Contractor or Sub-Contractor

Van Nguyen, President

Print name and title

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

California Professional Engineering, Inc.

Firm name



Signature of Prime Contractor

Van Nguyen, President

Print name and title

Contact for Service:

California Professional Engineering, Inc.

Name

19062 San Jose Ave La Puente, CA 91748

Address

626-810-1338 joseph@cpengineeringinc.com

Telephone number and email address

19062 San Jose Ave La Puente, CA 91748

Address



Signature of Prime Contractor or Sub-Contractor

Van Nguyen, President

Print name and title

19062 San Jose Ave La Puente, CA 91748

Address



Signature of Prime Contractor

Van Nguyen, Secretary

Print name and title

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J & S STRIPING CO INC

Firm name

ROBERT ARAGON

Digitally signed by ROBERT ARAGON
DN: cn=ROBERT ARAGON, o=J & S STRIPING CO INC,
ou=PRESIDENT, email=RARAGON@JSSC.BIZ, c=US
Date: 2024.01.08 14:56:07 -0800

Signature of Prime Contractor or Sub-Contractor

ROBERT ARAGON - PRESIDENT

Print name and title

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

California Professional Engineering, Inc.

Firm name



Signature of Prime Contractor

Van Nguyen, President

Print name and title

Contact for Service:

Robert Aragon

Name

1544 S. Vineyard Ave. Ontario, CA 91761

Address

909-947-8790 raragon@jssc.biz

Telephone number and email address

1544 S. VINEYARD AVE ONTARIO CA 91761

Address

Signature of Prime Contractor or Sub-Contractor

Print name and title

19062 San Jose Ave La Puente, CA 91748

Address



Signature of Prime Contractor

Van Nguyen, Secretary

Print name and title

GUARANTEE AGREEMENT

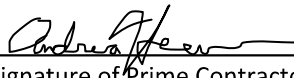
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CROSSTOWN ELECTRICAL & DATA, INC.
Firm name

5454 DIAZ ST., IRWINDALE, CA 91706
Address


Signature of Prime Contractor or Sub-Contractor


Signature of Prime Contractor or Sub-Contractor


ANDREA HEERMANCE, SECRETARY
Print name and title
Countersigned (required by Prime Contractor if this Guarantee Agreement is for a Sub-Contractor):

Print name and title

California Professional Engineering, Inc.
Firm name

19062 San Jose Ave La Puente, CA 91748
Address


Signature of Prime Contractor


Signature of Prime Contractor

Van Nguyen, President
Print name and title

Van Nguyen, Secretary
Print name and title

Contact for Service: (ETHERNET SWITCH, CCTV, WIRELESS RADIO SYSTEM)

ANDREA HEERMANCE
Name

5454 DIAZ ST., IRWINDALE, CA 91706
Address

626-813-6693 / AHEERMANCE@CROSSTOWNDATA.COM
Telephone number and email address