

KAY CENICEROS PARKING LOT RENOVATION (CIP 24-06)
LA LADERA PARK ENHANCEMENTS (CIP 24-12)

APPENDIX 4

CLOSE-OUT DOCUMENTS

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: 12/12/24

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

FROM: All American Asphalt
(Firm or Corporation)

PROJECT: **Kay Cenicerros Parking Lot Renovation, CIP 24-06 & La Ladera Park Enhancements, CIP 24-12**

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

Edward J Carlson, Vice President

Print name and title



Signature of Prime Contractor

Michael Farkas, Secretary

Print name and title

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

KAY CENICEROS PARKING LOT RENOVATION (CIP 24-06)
LA LADERA PARK ENHANCEMENTS (CIP 24-12)

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 12 day of December, 2024, the undersigned entered into and executed a contract with City of Menifee for **Kay Cenicerros Parking Lot Renovation & La Ladera Park Enhancements** as particularly described in said contract and identified as **CIP 24-06 and CIP 24-12**, 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.

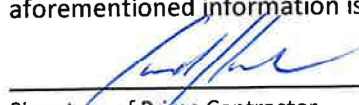
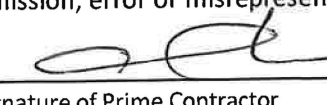
WHEREAS, said contract has been completed, all surplus materials disposed of, and proof of compliance with the City of Menifee Municipal Code has been furnished.

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):

<u>Asphalt Grindings.</u>	_____
Type of material disposed of	Type of material disposed of
<u>All American Asphalt</u>	_____
Name of disposal site	Name of disposal site
<u>1776 All American Wy. Corona CA.</u>	_____
Address of disposal site	Address of disposal site
<u>92877</u>	

_____	_____
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 ____ day of _____, 20__, 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.

	<u>12-12-24</u>		<u>12-12-24</u>
Signature of Prime Contractor	Date	Signature of Prime Contractor	Date

<u>Edward J Carlson, Vice President</u>	<u>Michael Farkas, Secretary</u>
Print name and title	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: Fidelity and Deposit Company of Maryland on the Payment Bond in the amount of One Hundred Nineteen Thousand Seventeen & 00/100* Dollars, of the following named Contractor: All American Asphalt * **\$119,017.00** 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 12th day of December, 2024.

Rebecca Haas-Bates

Signature of Authorized Surety Representative

Rebecca Haas-Bates, 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)

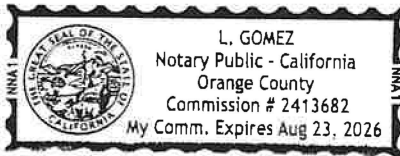
County of Orange)On 12/12/2024 before me, L. Gomez, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Rebecca Haas-Bates

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 L. Gomez
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 DocumentTitle or Type of Document: Consent of Surety Bond No. 7672163 Document Date: 12/12/2024Number of Pages: One (1) Signer(s) Other Than Named Above: All American Asphalt**Capacity(ies) Claimed by Signer(s)**Signer's Name: Rebecca Haas-Bates☐ 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: _____

EXTRACT FROM BY-LAWS OF THE COMPANIES

"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 12th day of December, 2024.



A handwritten signature in cursive script, appearing to read "Thomas O. McClellan".

Thomas O. McClellan
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
reportsfclaims@zurichna.com
800-626-4577

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

KAY CENICEROS PARKING LOT RENOVATION (CIP 24-06)
LA LADERA PARK ENHANCEMENTS (CIP 24-12)

CONTRACTOR'S AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

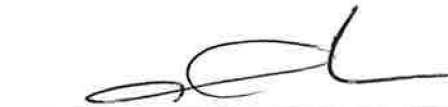
WHEREAS, the undersigned has been contracted by the City of Menifee to furnish labor and materials for **Kay Cenicerros Parking Lot Renovation, CIP 24-06 & La Ladera Park Enhancements, CIP 24-12**, under a contract dated the 12 day of December, 2024, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 12 day of December, 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.)

 12-12-24
Signature of Prime Contractor Date

Edward J Carlson, Vice President
Print name and title

 12-12-24
Signature of Prime Contractor Date

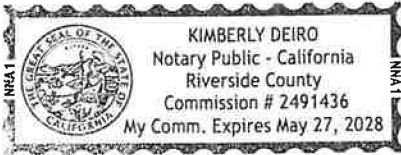
Michael Farkas, Secretary
Print name and title

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**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 RiversideOn December 12th, 2024 before me, Kimberly Deiro, Notary Public,
Date Here Insert name and Title of the Officerpersonally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kimberly Deiro
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document Contractor's Affidavit of Payment - City of MenifeeDocument Date: December 12th, 2024 Number of Pages: 1Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: Edward J. Carlson☐ Individual☒ Corporate Officer — Title(s): Vice President☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER
Top of thumb hereSigner's Name: Michael Farkas☐ Individual☒ Corporate Officer — Title(s): Secretary☐ Partner ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Other: _____

Signer is Representing:

All American AsphaltRIGHT THUMBPRINT
OF SIGNER
Top of thumb here

KAY CENICEROS PARKING LOT RENOVATION (CIP 24-06)
LA LADERA PARK ENHANCEMENTS (CIP 24-12)

GUARANTEE AGREEMENT

We hereby guarantee that **Kay Cenicerros Parking Lot Renovation, CIP 24-06 & La Ladera Park Enhancements, CIP 24-12**, 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.

All American Asphalt
Firm name

400 East Sixth St Corona, CA 92879
Address

Signature of Prime Contractor or Sub-Contractor


Signature of Prime Contractor or Sub-Contractor


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

Print name and title

All American Asphalt
Firm name

400 East Sixth St Corona, CA 92879
Address


Signature of Prime Contractor


Signature of Prime Contractor

Edward J Carlson, Vice President
Print name and title
Contact for Service:

Michael Farkas, Secretary
Print name and title

augustine de los reyes project manager
Name

400 East Sixth St Corona, CA 92879
Address

951-736-7600 publicworks@allamericanasphalt.com
Telephone number and email address