

City Council Chambers
29844 Haun Road
Menifee, CA 92586



Menifee City Council
Regular Meeting Agenda

Wednesday, December 6, 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

AGENDA

Armando G. Villa, City Manager
Jeffrey T. Melching, City Attorney
Stephanie Roseen, Acting Clerk

10.24 Notice of Completion and Acceptance for the Menifee Road/Garbani Road Traffic Signal Project

RECOMMENDED ACTION

1. Accept the improvements for the Menifee Road/Garbani Road Traffic Signal Project, Capital Improvement Project No. 21-11; 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 the Menifee Road/Garbani Road Traffic Signal Project

MEETING DATE: December 6, 2023

TO: Mayor and City Council

PREPARED BY: Carlos Geronimo, Engineering Manager

REVIEWED BY: Nick Fidler, Public Works Director

APPROVED BY: Rebekah Kramer, Acting City Manager

RECOMMENDED ACTION

1. Accept the improvements for the Menifee Road/Garbani Road Traffic Signal Project, Capital Improvement Project No. 21-11; and
2. Authorize the City Clerk to file a Notice of Completion with the Riverside County Recorder's Office.

DISCUSSION

The Menifee Road/Garbani Road Traffic Signal, Capital Improvement Project (CIP) No. 21-11 ("Project") consisted of the installation of new traffic signal, controller cabinet foundation, service cabinet, a closed-circuit television (CCTV) camera system, wireless radios, an ethernet switch, new poles with foundations, conduit, pull boxes, detection loops, signing/stripping, and pedestrian curb ramps.

On November 2, 2021, the City Council approved a total construction budget of \$1,293,514 for the Project and authorized the City Manager to approve the construction contract with Roadway Engineering & Contracting, Inc. ("Contractor") in the amount of \$1,127,922 to complete the Project. The final construction costs for the Project totaled \$1,198,467, including ancillary costs such as materials testing and labor compliance services, as well as three contract change orders (CCOs), as outlined in Table 1 on the following page.

Table No. 1 – Contractor Agreement & Change Order Summary

CCO No.	Date Approved	Description of Services	Amount
	<i>December 15, 2021</i>	<i>Prime contractor agreement</i>	<i>\$1,127,922.00</i>
1	April 14, 2023	Relocate crosswalk push button to comply with ADA standards	\$8,643.80
2	August 21, 2023	Additional striping and traffic loops to address traffic safety	\$12,181.00
3	October 2, 2023	Quantity overages and additional work claim resolution related to installation of SCE conduit	\$29,800.96
TOTAL			\$1,178,547.76

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 would 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.

STRATEGIC PLAN OBJECTIVE

Safe and Attractive Community

FISCAL IMPACT

There is no fiscal impact associated with the acceptance of the improvements related to the Project. All costs to complete the Project were supported within the previously approved Fiscal Year 2023/2024 Capital Improvement Program Budgets.

ATTACHMENTS

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



Traffic Signal at Menifee Road and Garbani (CIP 21-11) Project Location Map

New. Better. Best.



 Project Site

Miles

Copyright nearmap 2015

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)

MENIFEE ROAD/GARBANI ROAD TRAFFIC SIGNAL PROJECT, CIP 21-11

Notice is hereby given that:

Work of improvements on the project herein described was accepted as complete on December 6, 2023. The project improvements consisted of the installation of new traffic signals, controller cabinet foundations, service cabinets, a closed-circuit television (CCTV) camera system, wireless radios, an ethernet switch, new poles with foundations, conduit, pull boxes, detection loops, signing/stripping, and pedestrian curb ramps. The project was completed 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:
ROADWAY ENGINEERING & CONTRACTING, INC.
10247 BELLEGRAVE AVENUE
MIRA LOMA, 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, Sarah Manwaring, hereby certify that I am the 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.

Sarah Manwaring, 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 # 2023-0367295
12/11/2023 10:42 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: CRISTINA #7700

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

MENIFEE ROAD/GARBANI ROAD TRAFFIC SIGNAL PROJECT, CIP 21-11

Notice is hereby given that:

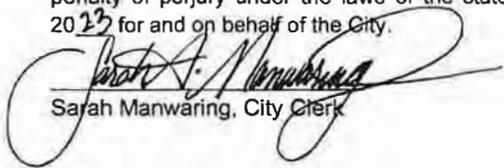
Work of improvements on the project herein described was accepted as complete on December 6, 2023. The project improvements consisted of the installation of new traffic signals, controller cabinet foundations, service cabinets, a closed-circuit television (CCTV) camera system, wireless radios, an ethernet switch, new poles with foundations, conduit, pull boxes, detection loops, signing/stripping, and pedestrian curb ramps. The project was completed 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
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MENIFEE, CA 92586
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STATE OF CALIFORNIA)
Ss

COUNTY OF RIVERSIDE)

I, Sarah Manwaring, hereby certify that I am the 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 December 7, 2023 for and on behalf of the City.


Sarah Manwaring, City Clerk

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: 11/06/23

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

FROM: Roadway Engineering & Contracting Inc.
(Firm or Corporation)

PROJECT: Menifee Road and Garbani Road Traffic Signal Improvement Project - CIP No. 21-11

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

Signature of Prime Contractor

Eric Alvarez - President / Secretary / Treasurer
Print name and title

Print name and title

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

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 15 day of December, 2021, the undersigned entered into and executed a contract with City of Menifee for **Menifee Road and Garbani Road Traffic Signal Improvement Project**, as particularly described in said contract and identified as **CIP No. 21-11**, 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):

Asphalt and Concrete Debris

Type of material disposed of

GreenRock Materials Inc

Name of disposal site

1420 Nandina Ave, Perris, CA 92571

Address of disposal site

Type of material disposed of

Name of disposal site

Address of disposal site

Type of material disposed of

Name of disposal site

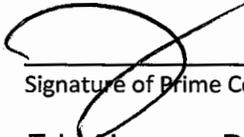
Address of disposal site

Type of material disposed of

Name of disposal site

Address of disposal site

By signing and submitting this form to the City of Menifee on this 06 day of November, 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 of Prime Contractor

11/6/23
Date

Signature of Prime Contractor

Date

Eric Alvarez - President

Print name and title

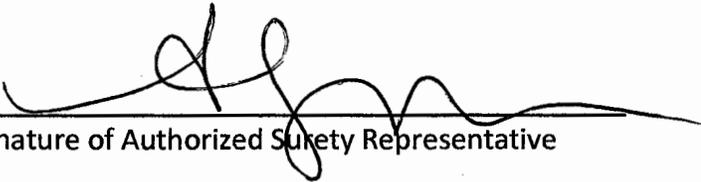
Print name and title

(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: Nationwide Mutual Insurance Company on the Payment Bond in the amount of \$1,178,547.76 Dollars, of the following named Contractor: Roadway Engineering & Contracting 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 7th day of November, 2023.


Signature of Authorized Surety Representative

Adriana Valenzuela, Attorney-In-Fact
Title



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
ADRIANA VALENZUELA; CHRISTINA MOUNTZ; CYNTHIA J YOUNG; JAY P FREEMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



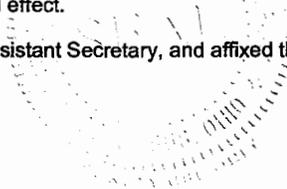
Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of November, 2023.



Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

NATIONWIDE MUTUAL INSURANCE COMPANY

of **COLUMBUS, OHIO**, organized under the laws of **OHIO**, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance: **FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS insurance**, as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 18TH day of APRIL, 19 72, I have hereunto set my hand and caused my official seal to be affixed this 18TH day of APRIL, 19 72.



By

RICHARDS D. BARGER
Insurance Commissioner

John J. Faber
JOHN J. FABER, Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

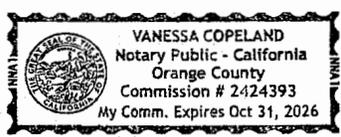
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On NOV 07 2023 before me, Vanessa Copeland, Notary Public,
personally appeared Adriana Valenzuela
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.



Place Notary Seal Above

WITNESS my hand and official seal.
Signature: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

- Capacity(ies) Claimed by Signer(s)
Signer's Name: Adriana Valenzuela
[] Individual
[] Corporate Officer - Title(s): _____
[] Partner: [] Limited [] General
[X] Attorney in Fact
[] Trustee
[] Guardian or Conservator
[] Other: _____

Signer Is Representing: _____

- 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: _____

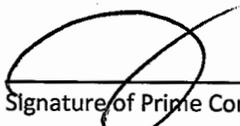
CONTRACTOR'S AFFIDAVIT OF PAYMENT

- To All Whom It May Concern:

WHEREAS, the undersigned has been contracted by the City of Menifee to furnish labor and materials for **Menifee Road and Garbani Road Traffic Signal Improvement Project, CIP No. 21-11**, under a contract dated the 15 day of December, 2021, in the City of Menifee, County of San Diego, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 6th day of November, 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.)

 _____ Signature of Prime Contractor	<u>11/6/23</u> _____ Date	_____ _____ Signature of Prime Contractor	_____ _____ Date
<u>Eric Alvarez - President / Secretary/ Treasurer</u> _____ Print name and title		_____ _____ Print name and title	

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

GUARANTEE AGREEMENT

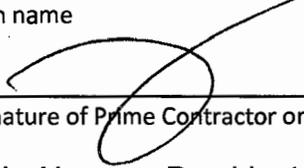
We hereby guarantee that **Menifee Road and Garbani Road Traffic Signal Improvement Project, CIP No. 21-11**, has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to promptly 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.

Roadway Engineering & Contracting Inc.
Firm name

3121 Indian Ave., Perris, CA 92571
Address


Signature of Prime Contractor or Sub-Contractor

Signature of Prime Contractor or Sub-Contractor

Eric Alvarez - President
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
Contact for Service:

Print name and title

Eric Alvarez
Name

3121 Indian Ave., Perris, CA 92571
Address

951-940-0045 eric@roadwayengineering.com
Telephone number and email address