

**CONTRACTOR'S CERTIFICATION OF COMPLETION**

DATE: 8/29/2024

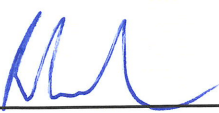
TO: City of Menifee  
29844 Haun Rd  
Menifee, California 92586

FROM: Wheeler Paving Inc.  
(Firm or Corporation)

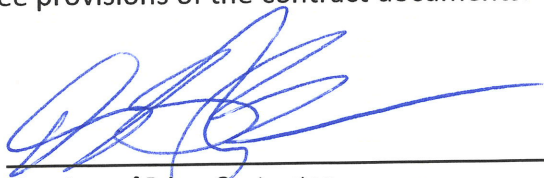
**PROJECT: Bradley Rd/Paloma HS Entrance - CIP No. 23-03**

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

Richard Wheeler - President  
Print name and title

  
\_\_\_\_\_  
Signature of Prime Contractor

Douglas Rash - Operations Manager  
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 15th day of May, 2024, the undersigned entered into and executed a contract with City of Menifee for **Bradley Rd/Paloma HS Entrance** as particularly described in said contract and identified as **CIP No. 23-03**,

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):

Dirt

Type of material disposed of

Maitri Road Recycling

Name of disposal site

24980 Maitri Rd, Corona, CA

Address of disposal site

Asphalt

Type of material disposed of

Green Rock Materials

Name of disposal site

1420 Nandina Ave, Perris, CA

Address of disposal site

Asphalt

Type of material disposed of

Ewles Materials

Name of disposal site

26160 Adams Ave, Murrieta, CA

Address of disposal site

By signing and submitting this form to the City of Menifee on this 5th day of September, 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

10-15-24  
Date

Richard Wheeler - President

Print name and title

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



Signature of Prime Contractor

10-15-24  
Date

Douglas Rash - Operations Manager

Print name and title

Bradley Rd/Paloma HS Entrance (CIP No. 23-03)


**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 **Bradley Rd/Paloma HS Entrance, CIP No. 23-03**, under a contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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      Date  
Richard Wheeler, President  
Print name and title

  
\_\_\_\_\_  
Signature of Prime Contractor      Date  
Douglas Rash, Operations  
Print name and title

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

### GUARANTEE AGREEMENT

We hereby guarantee that **Bradley Rd/Paloma HS Entrance, CIP No. 23-03**, 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.

Wheeler Paving Inc.

Firm name

Signature of Prime Contractor or Sub-Contractor

Richard Wheeler - President

Print name and title

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

Firm name

Signature of Prime Contractor

Print name and title

*Contact for Service:*

Douglas Rash

Name

2734 Avalon St, Riverside, CA 92509

Address

(951) 685-7283, Doug@wheelerpaving.com

Telephone number and email address

2734 Avalon St, Riverside, CA 92509

Address

Signature of Prime Contractor or Sub-Contractor

Douglas Rash - Operations Manager

Print name and title

Address

Signature of Prime Contractor

Print name and title



Bradley Rd/Paloma HS Entrance (CIP No. 23-03)

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Interstate Striping, Inc  
Firm name

[Signature]  
Signature of Prime Contractor or Sub-Contractor

9784 Poplar Ave, Fontana, CA 92335  
Address

[Signature]  
Signature of Prime Contractor or Sub-Contractor

Stephanie Acosta President  
Print name and title

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

Wheeler Paving, Inc  
Firm name

[Signature]  
Signature of Prime Contractor

Richard Wheeler, President  
Print name and title

Contact for Service:

Andrew Acosta Officer  
Print name and title

2734 Avalon St, Riverside  
Address

[Signature]  
Signature of Prime Contractor

Douglas Rash, Operations  
Print name and title

manager

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone number and email address

**ORIGINAL**

ISSUED IN THREE ORIGINAL COUNTERPARTS  
COUNTERPART NO. 1 OF 3

BOND NO. PPD0102213

Bradley Rd/Paloma HS Entrance (CIP No. 23-03)

**CONSENT OF SURETY FOR FINAL PAYMENT**

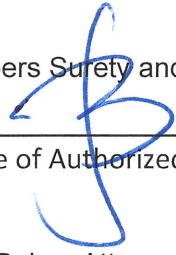
In accordance with the provisions of the contract between the Owner and the Contractor, and the following named Surety: Developers Surety and Indemnity Company

on the Payment Bond in the amount of <sup>Two Hundred Forty-Nine Thousand Seven Hundred and 00/100's</sup>  
(\$249,700.00) Dollars,  
of the following named Contractor: Wheeler Paving, 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 30th  
day of August, 2024.

Developers Surety and Indemnity Company

  
\_\_\_\_\_  
Signature of Authorized Surety Representative

Julia B. Bales, Attorney-in-Fact

\_\_\_\_\_  
Title

(CORPORATE SEAL)

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,

**Developers Surety and Indemnity Company**

*of California, organized under the laws of California, 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, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,  
Sprinkler, Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

*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 1<sup>st</sup> day of November,  
2017, I have set my hand and caused my official seal to be affixed this  
1<sup>st</sup> day of November, 2017.



Dave Jones  
Insurance Commissioner

*Valerie Sarfaty*

Valerie Sarfaty  
for Joel Laucher  
Chief Deputy

By

**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 Insurance Code section 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.



**POWER OF ATTORNEY FOR  
COREPOINTE INSURANCE COMPANY  
DEVELOPERS SURETY AND INDEMNITY COMPANY**  
59 Maiden Lane, 43rd Floor, New York, NY 10038  
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Julia B. Bales and Kenneth A. Coate, of Riverside, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective August 30, 2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: 

Printed Name: Sam Zaza

Title: President, Surety Underwriting



**ACKNOWLEDGEMENT:**

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.

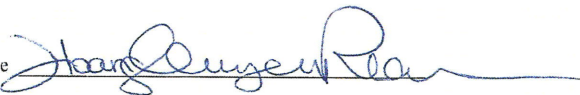
STATE OF California COUNTY OF Orange

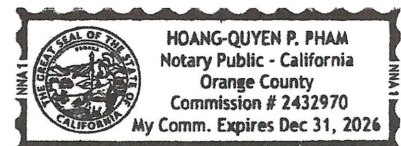
On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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



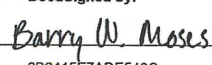


**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:

By:  Barry W. Moses, Assistant Secretary

POA No. N/A

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DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323



**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 Riverside

On AUG 30 2024  
Date

before me, Mariah Giselle Barela, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Julia B. Bales  
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 [Signature]  
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: \_\_\_\_\_

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: \_\_\_\_\_

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☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_