

McCall Blvd. Resurfacing (Encanto- Oakhurst)  
CIP No. 21-13

## **APPENDIX 4**

### **CLOSE-OUT DOCUMENTS**

McCall Blvd. Resurfacing (Encanto- Oakhurst)  
CIP No. 21-13

### CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: 05/12/2022


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

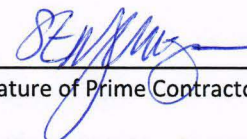
FROM: R.J. NOBLE COMPANY  
(Firm or Corporation)

PROJECT: **McCall Blvd. Resurfacing (Encanto–Oakhurst) - CIP No. 21-13**

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.

X   
\_\_\_\_\_  
Signature of Prime Contractor  
AUSTIN M. CARVER, PRESIDENT  
\_\_\_\_\_  
Print name and title

X   
\_\_\_\_\_  
Signature of Prime Contractor  
STEVEN L. MENDOZA, SECRETARY  
\_\_\_\_\_  
Print name and title

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

McCall Blvd. Resurfacing (Encanto- Oakhurst)  
CIP No. 21-13

**LAND SURVEYORS' CERTIFICATION OF COMPLETION**

DATE: 5/18/2022

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

FROM: CASE LAND SURVEYING  
(Firm or Corporation)

PROJECT: **McCall Blvd Resurfacing (Encanto-Oakhurst) - CIP No. 21-13**

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
  - (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# 5411 Date 5/18/2022

(Signature)  
Print name and title PRESIDENT

(Signature)  
Signature of Prime Contractor

STEVED MENDOZA  
Print name and title SECRETARY



McCall Blvd. Resurfacing (Encanto- Oakhurst)  
CIP No. 21-13

### CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 12TH day of MAY, 2022, the undersigned entered into and executed a contract with City of Menifee for **McCall Blvd. Resurfacing (Encanto-Oakhurst)** as particularly described in said contract and identified as **CIP No. 21-13**, 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>Recycled Asphalt Material (RAP)</u>	
Type of material disposed of	Type of material disposed of
<u>RJ Noble Company</u>	
Name of disposal site	Name of disposal site
<u>15505 E. Lincoln Ave, Orange, CA 92865</u>	
Address 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 12<sup>th</sup> day of May, 2022, 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.

X 05/12/2022  
Signature of Prime Contractor Date

AUSTIN M. CARVER, PRESIDENT

Print name and title

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

X 05/12/2022  
Signature of Prime Contractor Date

STEVEN L. MENDOZA, SECRETARY

Print name and title

McCall Blvd. Resurfacing (Encanto- Oakhurst)  
CIP No. 21-13

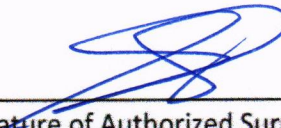
Bond No. 30143820

**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: Western Surety Company  
on the Payment Bond in the amount of one million two hundred thirty two thousand eight hundred sixty six and 50/100----- Dollars,  
of the following named Contractor: R.J. NOBLE COMPANY  
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 MAY, 2022.

X

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

James Scott Salandi, Attorney-in-fact

\_\_\_\_\_  
Title

(CORPORATE SEAL)

## 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 May 12, 2022 before me, Annette Lisa Romero, a Notary Public  
(insert name and title of the officer)

personally appeared James Scott Salandi, Attorney-in-Fact,  
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.

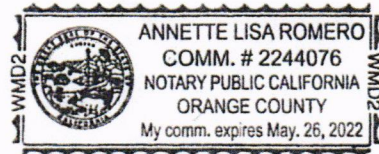
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Annette Lisa Romero

(Seal)





# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

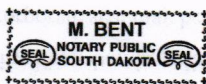
State of South Dakota  
County of Minnehaha

} ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of May 2022



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

## CONTRACTOR'S AFFIDAVIT OF PAYMENT

NOW, THEREFORE, this 12TH day of MAY, 2022 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.)

X

05/12/2022

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Signature of Prime Contractor

Date

AUSTIN M. CARVER, PRESIDENT

---

Print name and title

X  05/12/2022

---

Signature of Prime Contractor Date

STEVEN L. MENDOZA, SECRETARY

---

Print name and title

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



McCall Blvd. Resurfacing (Encanto- Oakhurst)  
CIP No. 21-13

### GUARANTEE AGREEMENT

We hereby guarantee that **McCall Blvd. Resurfacing (Encanto- Oakhurst), CIP No. 21-13**, 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.

R.J. NOBLE COMPANY

15505 E. LINCOLN AVENUE, ORANGE, CA 92865

Firm name

Address

X

X

Signature of Prime Contractor or Sub-Contractor

Signature of Prime Contractor or Sub-Contractor

AUSTIN M. CARVER, PRESIDENT

STEVEN L. MENDOZA, 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:*

Name

Address

Telephone number and email address