

Menifee Road Resurfacing
CIP 22-06

APPENDIX 4

CLOSE-OUT DOCUMENTS

Menifee Road Resurfacing
CIP 22-06

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: 07/25/23

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

FROM: Hillcrest Contracting, Inc
(Firm or Corporation)

PROJECT: Menifee Road Resurfacing – CIP 22-06

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
Justin M. Parsons - President

Print name and title



Signature of Prime Contractor
James P. Wong - Vice President

Print name and title

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

Menifee Road Resurfacing
CIP 22-06

LAND SURVEYORS' CERTIFICATION OF COMPLETION

DATE: 7-26-2023

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

FROM: CASE LAND SURVEYING
(Firm or Corporation)

PROJECT: **Menifee Road Resurfacing – CIP 22-06**

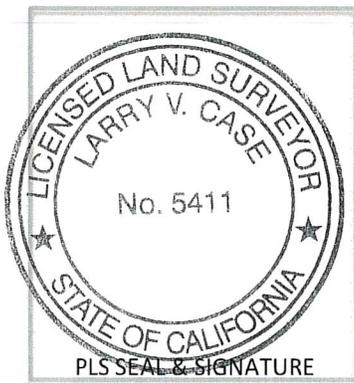
Work of contract: **Perform field survey and locate all Survey Monuments including centerline and property corners or references to them including centerline ties within area of disturbance from construction activities for this project. Prepare and File a corner record referencing survey monument and/or 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# 5411 Date 7-26-2023

LARRY V. CASE PRESIDENT
Print name and title



Signature of Prime Contractor

Print name and title

Menifee Road Resurfacing
CIP 22-06

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 25TH day of JULY, 2023, the undersigned entered into and executed a contract with City of Menifee for **Menifee Road Resurfacing** as particularly described in said contract and identified as **CIP 22-06**, and

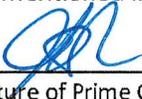
WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner" and that all designated recyclable materials are properly recycled in compliance with the City of Menifee 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>CONCRETE</u> Type of material disposed of	_____ Type of material disposed of
<u>BOONE RECYCLED MATERIALS INC</u> Name of disposal site	_____ Name of disposal site
<u>1871 WARREN RD, SAN JACINTO CA</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 25TH day of JULY, 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	_____ Date	 Signature of Prime Contractor	_____ Date
Justin M. Parsons - Presidet		James P. Wong - Vice President	
Print name and title		Print name and title	

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

City of Menifee **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
one million six hundred ninety thousand six hundred
on the Payment Bond in the amount of sixty-three & 00/100 (\$1,690,663.00) Dollars,
of the following named Contractor: Hillcrest 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 26th day of July, 2023.

Fidelity and Deposit Company of Maryland



Signature of Authorized Surety Representative

Charles L. Flake / Attorney-in-Fact

Title

Final Amount: one million seven hundred thirty-two thousand two hundred seventy-two & 14/100
(\$1,732,272.14)

(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 7/23/26 before me, Lexie Sherwood, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Charles L. Flake

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

Lexie Sherwood

Signature of Notary Public Lexie Sherwood

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: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles L. FLAKE, Spencer FLAKE, David L. CULBERTSON, Lexie SHERWOOD of Anaheim, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2021.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of June, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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 Resurfacing – CIP 22-06**, under a contract dated the 16 day of NOVEMBER, 2022, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 25th day of JULY, 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 7/25/23
Date
Justin M. Parsons - President

Print name and title



Signature of Prime Contractor 7/25/23
Date
James P. Wong - Vice President

Print name and title

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

Menifee Road Resurfacing
CIP 22-06

GUARANTEE AGREEMENT

We hereby guarantee that **Menifee Road Resurfacing – CIP 22-06**, 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.

Hillcrest Contracting, Inc

1467 Circle City Drive, Corona CA 92879

Firm name

Address





Signature of Prime Contractor or Sub-Contractor

Signature of Prime Contractor or Sub-Contractor

Justin M. Parsons - President

James P. Wong - Vice 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

Print name and title

Contact for Service:

Name

Address

Telephone number and email address