

Public Works Road and Parking Lot Resurfacing Services
PW 23-04

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: 10/09/2023

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

FROM: NPG, Inc.
(Firm or Corporation)

PROJECT: PUBLIC WORKS ROAD AND PARKING LOT RESURFACING SERVICES, PW 23-04

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 guaranteed provisions of the contract documents.



Signature of Prime Contractor

Jeffrey Nelson, President

Print name and title



Signature of Prime Contractor

Sharon Nelson, CFO

Print name and title

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

CALIFORNIA ALL-PURPOSE 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)SS
COUNTY OF Riverside)

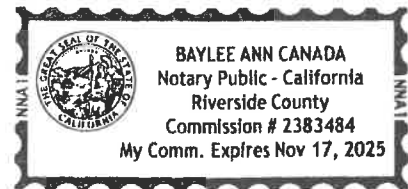
On October 10th, 2023 before me, Baylee Ann Canada, Notary Public, personally appeared
Jeffrey Nelson & Sharon Nelson

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

Baylee Ann Canada * Notary Public



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER Manager

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Contractors Certificate of Completion

NUMBER OF PAGES N/A DATE OF DOCUMENT N/A

SIGNER(S) OTHER THAN NAMED ABOVE N/A

Public Works Road and Parking Lot Resurfacing Services
PW 23-04

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 7th day of June, 2023, the undersigned entered into and executed a contract with City of Menifee for **PUBLIC WORKS ROAD AND PARKING LOT RESURFACING SERVICES** as particularly described in said contract and identified as **PW 23-04** 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 Removals

Type of material disposed of

Brent Engineering, Inc./North Pacific Developments, Inc.

Name of disposal site

35630 Trumble Road, Menifee, CA 92585

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 9th day of October, 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.

Jeffrey Nelson 10/09/2023
Signature of Prime Contractor Date

Jeffrey Nelson, President

Print name and title

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

Sharon Nelson 10/09/2023
Signature of Prime Contractor Date

Sharon Nelson, CFO

Print name and title

CALIFORNIA ALL-PURPOSE 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)SS
COUNTY OF Riverside)

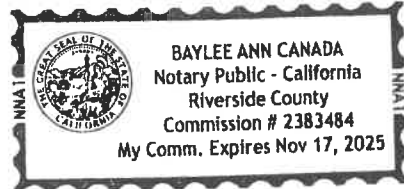
On 10-10-2023 before me, Baylee Ann Canada, Notary Public, personally appeared
Jeffrey Nelson & Sharon Nelson

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

Baylee Ann Canada * Notary Public



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER Manager

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Contractor's Affidavit of Disposal

NUMBER OF PAGES N/A DATE OF DOCUMENT N/A

SIGNER(S) OTHER THAN NAMED ABOVE N/A

Public Works Road and Parking Lot Resurfacing Services
PW 23-04

Bond #24268453
Premium: Included
in Performance Bond

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: The Ohio Casualty Insurance Company
on the Payment Bond in the ^{Final} amount of one hundred forty-four thousand two hundred forty-one & 00/100 (\$144,241.00) Dollars,
of the following named Contractor: NPG, 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 9th day
of October, 2023.

The Ohio Casualty Insurance Company



Signature of Authorized Surety Representative

Spencer Flake / 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 October 9, 2023 before me, Heather Willis, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Spencer 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 Heather Willis
 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 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: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



**Liberty
Mutual.**
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205649-971919**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles L. Flake, David L. Culbertson, Heather Willis, Lexie Sherwood, Spencer Flake

all of the city of Anaheim state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of October, 2023.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Public Works Road and Parking Lot Resurfacing Services
PW 23-04

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 **PUBLIC WORKS ROAD AND PARKING LOT RESURFACING SERVICES, PW 23-04**, under a contract dated the 7th day of June, 2023, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 9th day of October, 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 10/09/2023 Date

Jeffrey Nelson, President

Print name and title



Signature of Prime Contractor 10/09/2023 Date

Sharon Nelson, CFO

Print name and title

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

Public Works Road and Parking Lot Resurfacing Services
PW 23-04

GUARANTEE AGREEMENT

We hereby guarantee that **PUBLIC WORKS ROAD AND PARKING LOT RESURFACING SERVICES, PW 23-04**, 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.

NPG, Inc.

Firm name

1354 Jet Way, Perris, CA 92571

Address

Signature of Prime Contractor or Sub-Contractor

Signature of Prime Contractor or Sub-Contractor

Jeffrey Nelson, President

Sharon Nelson, CFO

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:

Jeffrey Nelson, President

Name

1354 Jet Way, Perris, CA 92571

Address

951-940-0200 cstone@npgasphalt.com

Telephone number and email address