

**City Council Chambers
29844 Haun Road
Menifee, CA 92586**



**Menifee City Council
Regular Meeting Agenda**

**Wednesday, January 15, 2025
5:15 PM Closed Session
6:00 PM Regular Meeting**

**Ricky Estrada, Mayor
Bob Karwin, District 1
Vacant, District 2
Dan Temple, District 3
Dean Deines, District 4**

AGENDA

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

- 10.9 Notice of Completion and Acceptance for the Fiscal Year 2023/2024 Local Roads AC Resurfacing Project

RECOMMENDED ACTION

1. Accept the improvements for the Fiscal Year ("FY") 2023/2024 Local Roads AC Resurfacing Project, Capital Improvement Program ("CIP") Project No. 24-19, located west of the I-215 freeway and north of Ridgemoor Road; 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 Fiscal Year 2023/2024 Local Roads AC Resurfacing Project

MEETING DATE: January 15, 2025

TO: Mayor and City Council

PREPARED BY: Diego Guillen, Senior Engineer

REVIEWED BY: Nick Fidler, Public Works Director

APPROVED BY: Armando G. Villa, City Manager

RECOMMENDED ACTION

1. Accept the improvements for the Fiscal Year ("FY") 2023/2024 Local Roads AC Resurfacing Project, Capital Improvement Program ("CIP") Project No. 24-19, located west of the I-215 freeway and north of Ridgemoor Road; and
2. Authorize the City Clerk to file a Notice of Completion with the Riverside County Recorder's Office.

DISCUSSION

The FY 2023/2024 Local Roads AC Resurfacing Program, CIP Project No. 24-19 ("Project"), consisted of resurfacing approximately one mile of the existing pavement by grinding and overlaying asphalt concrete ("AC"), and removal and replacement of 17 existing non-compliant curb ramps. The Project also included the removal and replacement of curb, gutter, cross gutters, striping, and signage.

On May 15, 2024, the City Council approved a total construction budget of \$894,411 for the Project and authorized the City Manager to approve a Contractor Services Agreement ("Contract") with Copp Contracting, Inc. in the amount of \$767,646.50. There was one negative Contract change order during construction in the amount of \$39,736.52, which reduced the total Contract value to \$727,909.98, as shown in Table 1 on the following page. The Project was completed under budget with a final construction cost totaling \$759,194.38.

TABLE 1 – CONTRACT ACTIVITY SUMMARY

Contract Activity	Approval Date	Summary of Changes	Amount
Original Contract	May 15, 2024	Original construction services	\$767,646.50
CCO No. 1	November 6, 2024	Clean up Change Order	(\$39,736.52)
TOTAL			\$727,909.98

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. The City has not received any stop notices that would prevent said releases.

STRATEGIC PLAN OBJECTIVE

Safe and Vibrant 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 previously approved Capital Improvement Program Budgets.

ATTACHMENTS

1. Project Location Map
2. Notice of Completion
3. Closeout Documents

FY 23-24 Local Roads AC Resurfacing Program (CIP 24-19)

Project Location Map



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)

FISCAL YEAR 2023/2024 LOCAL ROAD AC RESURFACING PROJECT, CIP 24-19

Notice is hereby given that:

Work of improvements on the project herein described was accepted as complete on January 15, 2024. The project consisted of resurfacing the existing pavement by grinding and overlaying asphalt concrete (AC), and removal and replacement of 17 existing non-compliant curb ramps, curb gutters, cross gutters, striping, and signage. This project included various locations along residential streets located west of the 215 freeway and north of Ridgemoor Rd. 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:

Copp Contracting, Inc.
6751 Stanton Avenue
Buena Park, CA 90621
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, Stephanie Roseen, 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.

Stephanie Roseen, City Clerk

APPENDIX 4

CLOSE-OUT DOCUMENTS

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: October 15, 2024

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

FROM: Copp Contracting, Inc.
(Firm or Corporation)

PROJECT: **Local Roads AC Resurfacing Project - CIP No. 24-19**

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

Erlinda Copp, Secretary

Print name and title



Signature of Prime Contractor

Ezekiel A Copp, President

Print name and title

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

Local Roads AC Resurfacing Project (CIP No. 24-19)

LAND SURVEYORS' CERTIFICATION OF COMPLETION

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

FROM: On Point Land Surveying, Inc.
(Firm or Corporation)

PROJECT: **Local Roads AC Resurfacing Project CIP No. 24-19**

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.

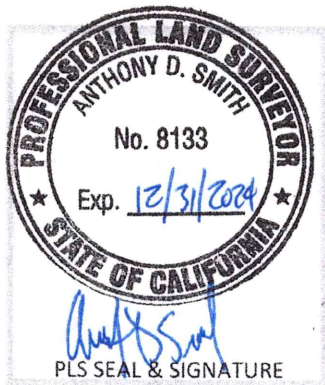
The corner records shall be delivered to the Engineer prior to the commencement of work and at prior to completion of work.

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.

- TS (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# 8133 Date 08/19/24

Anthony Smith, Principal
Print name and title On Point Land Surveying, Inc.

Ezekiel A. Copp
Signature of Prime Contractor

Ezekiel A Copp, President
Print name and title Copp Contracting, Inc.

Local Roads AC Resurfacing Project (CIP No. 24-19)

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 **Local Roads AC Resurfacing Project** as particularly described in said contract and identified as **CIP No. 24-19**, 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):

Broken Concrete/Dirt Mix
Type of material disposed of

Ewles Materials
Name of disposal site

26160 Adams Ave., Murrieta, CA
Address of disposal site

Asphalt Grindings
Type of material disposed of

Greenrock Materials
Name of disposal site

1420 Nandina Ave., Perris, CA 92571
Address of disposal site

Broken Concrete
Type of material disposed of

Boone Recycled Materials, Inc.
Name of disposal site

1871 Warren Rd., San Jacinto, CA
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 15th day of October, 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.

Erlinda Copp 10/15/2024
Signature of Prime Contractor Date

Erlinda Copp, Secretary
Print name and title

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

Ezekiel A. Copp 10/15/2024
Signature of Prime Contractor Date

Ezekiel A Copp, President
Print name and title

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: Contractors Bonding and Insurance Company

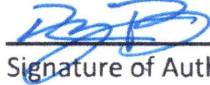
on the Payment Bond in the amount of ** ** Seven Hundred Sixty Seven Thousand Six Hundred Forty Six and 50/100s (\$767,646.50) Dollars,

of the following named Contractor: Copp 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 15th day of October, 20 24.

Contractors Bonding and Insurance Company



Signature of Authorized Surety Representative

Ryan Butterfas, Attorney-in-Fact

Title



(CORPORATE SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

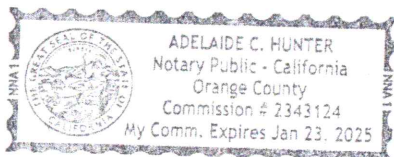
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On OCT 15 2024 before me, Adelaide C. Hunter, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Ryan Butterfas
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 A. Hunter
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: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Linda D. Coats, Matthew J. Coats, Summer Reyes, Ryan Butterfas, jointly or severally

in the City of Laguna Hills, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 19th day of March, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of March, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public



JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 15th day of October, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

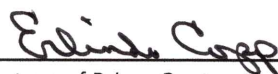
CONTRACTOR'S AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been contracted by the City of Menifee to furnish labor and materials for **Local Roads AC Resurfacing Project, CIP No. 24-19**, under a contract dated the 15th day of May, 2024, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 15th day of October, 2024 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.) None.



Signature of Prime Contractor 10/15/2024
Date

Erlinda Copp, Secretary

Print name and title



Signature of Prime Contractor 10/15/2024
Date

Ezekiel A Copp, President

Print name and title

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

GUARANTEE AGREEMENT

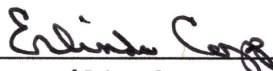
We hereby guarantee that **Local Roads AC Resurfacing Project, CIP No. 24-19**, has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to promptly repair or replace, in a 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.

Copp Contracting, Inc.

Firm name



Signature of Prime Contractor or ~~Sub-Contractor~~

Erlinda Copp, Secretary

Print name and title

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

N/A

Firm name

6751 Stanton Ave., Buena Park, CA 90621

Address



Signature of Prime Contractor or ~~Sub-Contractor~~

Ezekiel A Copp, President

Print name and title

Address

Signature of Prime Contractor

Signature of Prime Contractor

Print name and title

Contact for Service:

Ezekiel A Copp

Name

6751 Stanton Ave., Buena Park, CA 90621

Address

714-522-2074

zeke@coppcontracting.com

Telephone number and email address