

SURETY BOND REVIEW FORM

The attached surety bond(s) have been reviewed in the following amount(s):

PROJECT:	Mary Phillips Senior Center Outdoor Recreation Area Project No. PW22-08
CONTRACTOR:	Aster Construction Services

SURETY	BOND TYPE	BOND NUMBER	BOND AMOUNT
Merchants Bonding Company (Mutual)	Maintenance	100015991	\$58,890.40

The surety company is is not an admitted company in the State of California:

- **Financial Strength Rating:** A+ / IX
- **A.M. Best #:** 000594
- **NAIC #:** 14494
- **CA Company ID #:** 2482-8

Insurance Verified By:

5/29/24



Risk Management Division

Date

Approved As to Form:

Peter M. Thorson, City Attorney

Date

NOTES: NOC scheduled to be approved at the 6/11/24 City Council meeting.

BOND NO. 100015991

MAINTENANCE BOND

for

**MARY PHILLIPS SENIOR CENTER OUTDOOR RECREATIONAL AREA
PROJECT NO. PW22-08**

KNOW ALL PERSONS BY THESE PRESENT THAT

Aster Construction Services, 1666 1/2 McCadden Place, Los Angeles, CA 90028
NAME AND ADDRESS OF CONTRACTOR

a Corporation (hereinafter called "Principal"), and
(fill in whether a Corporation, Partnership, or Individual)

Merchants Bonding Company (Mutual), PO Box 14498, Des Moines, IA 50306-3498
NAME AND ADDRESS OF SURETY

(hereinafter called "Surety"), are held and firmly bound unto CITY OF TEMECULA (hereinafter called "Owner") in the penal sum of Fifty Eight Thousand Eight Hundred Ninety DOLLARS AND Forty CENTS (\$ 58,890.40) in lawful money of the United States, said sum being not less than ten percent (10%) of the Contract value payable by the said City of Temecula under the terms of the Contract, for the payment of which, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the 9th day of May, 2023, a copy of which is hereto attached and made a part hereof for the construction of **MARY PHILLIPS SENIOR CENTER OUTDOOR RECREATIONAL AREA, PROJECT NO. PW22-08.**

WHEREAS, said Contract provides that the Principal will furnish a bond conditioned to guarantee for the period of one year after approval of the final estimate on said job, by the Owner, against all defects in workmanship and materials which may become apparent during said period; and

WHEREAS, the said Contract has been completed, and was the final estimate approved on this the 14th day of November, 2023.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within one year from the date of approval of the final estimate on said job pursuant to the Contract, the work done under the terms of said Contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said Contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorney's fees incurred by the

City of Temecula in successfully enforcing this obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

Signed and sealed this 5th day of February, 2024.

(Seal)

SURETY: Merchants Bonding Company (Mutual)

PRINCIPAL: Aster Construction Services

By: [Signature]

By: [Signature]

Terah Lane

Wadiah Daher

(Name)

(Name)

Attorney-In-Fact

President

(Title)

(Title)

By: [Signature]

APPROVED AS TO FORM:

ALAN HAJAR

(Name)

Peter M. Thorson, City Attorney

Vice President

(Title)

SEE ATTACHED
NOTARIAL ACKNOWLEDGEMENT

NOTE: Signatures of two corporate officers required for corporations. A Notarial Acknowledgement or Jurat must be attached for each of the Surety and Principal Signatures.

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 2/5/2024 before me, Heather Rose Saltarelli, Notary Public,
personally appeared Terah Lane
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 Rose Saltarelli
Signature of Notary Public

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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Terah Lane

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

Signer Is Representing:

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:

Signer Is Representing:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Heather Saltarelli; Jerl Apodaca; Jessica Alvarado; Kevin Cathcart; Kim Luu; Mark Richardson; Mike Parizino; Rachelle Rheault; Terah Lane; Teresa I Jackson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of January, 2024.

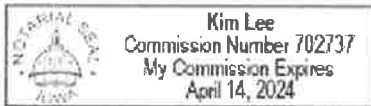



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of January 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of February, 2024.




Secretary

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 San Diego

On February 7th, 2024 before me, Silvia Elena Gutierrez Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared Wadiah Daher
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.

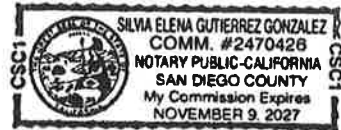
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(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 State of California
County of _____ County of Los Angeles)

On May 29, 2024 before me, America Fierro, Notary Public
(insert name and title of the officer)

personally appeared Alain Joseph Hajjar,
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 [Handwritten Signature]

(Seal)

