

City of Merced Statement of Services

Dept. Head Sig.: *[Signature]*
 Due Date: _____
 Return to: _____

Robby Jeppesen
 Name of City Contact

(20) 385-6800
 Phone Ext.

Description of Services to be Provided:

Official Use Only

(CHANGE ORDER) Contractor to pressure wash and air lift well casing at well site #18. Replace 30 ten foot sections of 12" coated column pipe and install a new 14" five stage bowl assembly. flush and run to waste once completed.

Check Box If Applicable To Project:

- | | | |
|--------------------------------------------------------------------------|-----------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> License (1)* Type <u>D-21 / C-61</u> | <input checked="" type="checkbox"/> Business License (2)* | <input checked="" type="checkbox"/> Bonds (6)* |
| <input checked="" type="checkbox"/> Insurance (13)* | <input checked="" type="checkbox"/> Workers' Compensation (14)* | <input checked="" type="checkbox"/> Prevailing Wages (15)* |

* Numbers correspond to paragraph numbers on the Terms and Conditions attached hereto.

Consultant:

Proposal/Quote

1. (See Attached Quote) _____
 2. Phase I Quote # 230793 15,200.00 _____
 3. Phase II Quote # 231072 196,348.84 _____
- Total Amount \$ 211,548.84

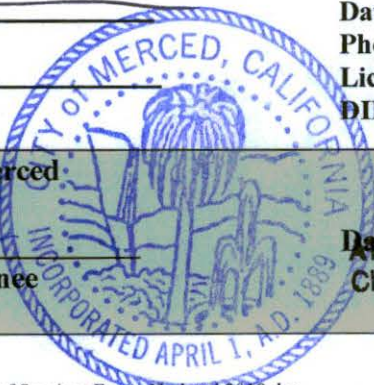
By completing and executing this document, Consultant agrees to be bound to the Terms and Conditions attached hereto and incorporated by reference, any additional terms and conditions found on the Purchase Order, and any other terms and conditions imposed by the City and attached hereto or in the Merced Municipal Code, and makes the City an offer for the above-mentioned services at the above-mentioned price. This agreement is not binding on the City until executed by the City Manager, or his/her designee, and a Purchase Order is issued to Consultant. Any terms and conditions proposed by Consultant shall not be binding upon the City unless expressly agreed to in writing by the designated representative of the City.

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

Consultants

Chris Shannon
 Print Name
[Signature]
 Signature
Pres.
 Position/Title

Shannon Pump Company
275 S. State Highway 159
Merced CA 95304
 Name of Business Entity
 Date: 09/15/2023
 Phone No.: (209) 723-3904
 License No.: 279578
 DIR Registration No.: 1000011917



Accepted by City of Merced

Official Use Only

[Signature]
 City Manager or Designee

[Signature] 11/17/23
 ATTEST
 CITY CLERK

BY *[Signature]*
 Assistant/Deputy City Clerk

SHANNON PUMP COMPANY

275 S. Highway 59
 P.O. Box 686
 Merced, CA 95340
 Phn: (209) 723-3904
 Fax: (209) 723-5865
 CONT. LIC. #279578

Quote

Quote No.: 231072

CITY OF MERCED
 678 W. 18TH ST.
 MERCED, CA 95340

All Accounts are due and payable on the 10th of following month after purchase. A FINANCE CHARGE of 1.6% based on an ANNUAL RATE of 19.2% will be added to all DELINQUENT ACCOUNTS. Closing date 25th of each month.

CUSTOMER	DATE	TERMS	CONTACT
CIT206	09/12/2023	NET 10th	pam 385-6833

DESCRIPTION	
	CITY WELL SITE NO: 18 REPAIRS
1	AIR LIFT WELL, PRESSURE WASH AND FISH OUT SOUNDER CABLE ***** PUMP REAIRS*****
30	12" X 1-11/16" X 9' 11-1/4 COLUMN ASSY PER CITY SPEC
1	14" 5 STAGE BOWL ASSY.
1	HEAD SHAFT NUT, KEY AND REPAIR PACKING GLAND
1.000	L22-100 SHOP LABOR READY PUMP FOR INSTALL INSTALL TURBINE BOND

Quote subtotal	185614.40
Sales tax @ 8.25000%	10734.44
Quote total	196348.84

"Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if your have paid our own contractor in full, if the sub-contractor, laborer, or supplier remains unpaid."

Authorized Signature 
 CITY OF MERCED
 Date 11/17/23

Thank You

Nationwide Mutual Insurance Company
1100 Locust St., Dept 2006
Des Moines, IA 50391-2006

State of California
Payment Bond - Public Works
(Section 3247-3252 inclusive California Civil Code)

(Premium included in Faithful Performance Bond)

Bond No. Bd 7901157329

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas, City of Merced has awarded to Shannon Pump Company Inc. as Contractor, a contract for the work described as follows:

Pressure wash and air lift well casing at well site #18. Replace 30 ten foot sections of 12" coated column pipe and install new 14" five stage bowl assembly. Flush and run to waste once completed; and

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the City of Merced in the amount required by law, the sum of Two Hundred Eleven Thousand Five Hundred Forty Eight and 84/100 Dollars Dollars (\$211,548.84) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH,

That if said Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment's Insurance Act with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in the amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right to action to such persons or their assigns in any suit brought upon this bond.

In Witness Whereof, We have hereunto set our hands and seals this 22nd day of September, 2023.

Shannon Pump Company Inc.

(Principal)

By: 

Nationwide Mutual Insurance Company

(Surety)

By: 

Teresa R. Liles, Attorney-in-Fact

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
GEORGIA L DOZIER; MICHAEL J CARPENTER; RUTH B HALSTEAD; SHERRY L YORKS; TERESA R LILES;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22 day of September, 2023.

[Handwritten signature of Laura B. Guy]

Assistant 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 Merced)

On September 22, 2023 before me, Yolanda R. Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
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

Yolanda R. Ochoa

(Seal)

