



City of
Los Banos
At the Crossroads of California

520 J Street Los Banos, CA 93635

William Via, Jr.
Public Works Director
Telephone (209) 827-7056
<http://www.losbanos.org>

06/17/26
Letter # 001

**Notice of Intent to Award
Well No. 16 Test Well No. 2
Project No.: 26-WT-0006**

Notice is hereby given that the City of Los Banos intends to award a contract to:

Anthony J. Prieto Water Well Drilling, Inc.

The proposed award is the result of the department's invitation for bid listed below:

Well No. 16 Test Well No. 2 Project

This notice constitutes compliance with the State Contracting Manual sections 5.65 A and 6.10 A. Any protests concerning this proposed award must be filed with the City of Los Banos Department of Public Works, 411 Madison Ave., Los Banos, CA 93635 by 5:00 PM on June 24, 2026.

The copy of the lowest bidder's proposal can be found at the following link:

<https://losbanos.org/news/advertisement-for-bids-construction-of-well-no-16-test-well-no-2/>

Bid Form

TO: City of Los Banos
520 J Street
Los Banos, CA 93635

In compliance with the Advertisement for Bids the undersigned, as bidder, hereby offers to provide to the Owner, in accordance with the terms and conditions in the provisions set forth in the Contract Documents the stated total bid amount quoted on this Bid Form for the work of

Well No. 16 Test Well No. 2

Total Bid Amount: \$ 297,650.00

Two Hundred Ninety-Seven Thousand Six Hundred Fifty Dollars and Zero Cents
(Total Bid Amount in Written Form)

The undersigned certifies under penalty of perjury under the laws of the State of California and the United States of America, that the above quotation constitutes a bona-fide offer for the work, that undersigned is a duly authorized representative of the company listed, that the quotation is in no way sham or collusive, and that the executed Agreement between the bidder and Owner constitutes acceptance of bidder's total bid for the work stated in the Contract Documents. The undersigned has read the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents. The undersigned further certifies, under penalty of perjury that the Non-Collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The undersigned acknowledges receipt of the following addenda: #1

Signature: Anthony J. Prieto Date: 6-10-26
Print Name: Anthony J. Prieto Title: President
Name of Business: Anthony J. Prieto Water Well Drilling, Inc.
Doing business as: (Circle One): An Individual A Partnership A Corporation
Business Address: 891 Golden State Blvd. Selma, Ca. 93662
Telephone No.: 559-896-4879 Fax No.: _____
E-Mail Address: ajwell@att.net
License Number: 931959 Class & Expiration Date: C-57 - 4-30-27

List of Subcontractors

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid of \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Project: **Well No. 16 Test Well No. 2**

The following work will be performed (or provided) by the following subcontractors, and coordinated by bidder:

Bid Item No.	Description of Work to be Performed	Percent of Total Contract	Subcontractor's License No.	DIR Registration No.	Subcontractor's Name and Address
4	E-log + Deviation log	1%	00914298	1000014306	Pacific Surveys LLC. 4454 Via Saint Ambrose Claremont, Ca. 91711-8302
7	Sand Cement Grout	5%	712511	1000013315	Central Valley Concrete 3823 N. State Hwy 59 Merced, Ca. 95348

Equal Employment Opportunity

Contractor hereby certifies that bidder and subcontractors

- ☒ Have
☐ Have Not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Non-Collusion Affidavit
PUBLIC CONTRACT CODE 7106

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions on an additional sheet of paper and include with the bid.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate on an additional sheet of paper to whom it applies, initiating agency, and dates of action.

NPDES/MS4 Compliance Certification

All construction projects within the City limits must comply with the National Pollutant Discharge Elimination System (NPDES) storm water regulation adopted by the EPA and the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit requirements, regardless of size.

The City is required under these permits to provide information to Contractors performing work within City limits about training opportunities to assist in managing potential pollutants from construction –related activities, selection, installation, implementation, and maintenance of Best Management Practices (BMPs), as well as overall program compliance. The City has provided such information and helpful links on their website at <http://www.losbanos.org/city-government/departments/public-works/>, under the Storm Water Management Plan tab.

The Bidder acknowledges that they are aware of the necessity to be in compliance with the NPDES and MS4 permits while working within City limits, and that information regarding such is available on the City's website.

Note: The above certifications are part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of these certifications.

Experience

Bidder shall identify three (3) most recently completed projects similar to work and using the methods described in these Contract Documents, including as specified in Section 33 21 00 paragraph 1.4. All listed projects must be public supply wells or test wells for a public supply well, drilled using the reverse rotary method, from which depth specific zone samples were collected as specified herein.

	1	2	3
Project Title	Well 7 Test Well & Finish Well Casing Project	Pixley Well Rehabilitation & Pipeline Replacement Project	Gunner Ranch Production Well #4
Public Agency	Le Grand Community Services District	Pixley Public Utility District	Gunner Ranch Inc.
Address	13038 Jefferson St Le Grand, Ca. 95333	232 E Davis Ave. Pixley, Ca. 93256	901 E. Cabrillo Rd. Santa Barbara, Ca 93103
Contact Name and Telephone No.	Garth Pecchenino 209-723-2066	Herb Simmons 559-285-9592	MKN & Associates 916-880-6211
Engineer in Charge	Garth Pecchenino	Herb Simmons	Brian McCauley Ken Schmidt
Drilling Method Used for Zone Sampling	Reverse Rotary	Reverse Rotary	Reverse Rotary
Well Depth and Diameter	700' Depth 18" Diameter	610' Depth 18" Diameter	550' Depth 18" Diameter
Number of Zones Collected	5	5	4
Project Value (\$)	\$518,718.00	\$422,886.00	\$392,096.00
Date Accepted	5/8/06	11/12/05	5/11/05
Claims Filed?*	No	No	No

* If yes, please explain below:

**Bid Schedule
For
Well No. 16 Test Well No. 2**

Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices and understands that the quantity of work shown is approximate only. The schedule shall be completed by the bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating bids.

ITEM NO.	ITEM	QUANTITY AND UNIT		UNIT PRICE		AMOUNT
1	Mobilization/Demobilization, Bonds, Insurance, and Permits (not to exceed 10% of total bid amount)	1	LS	\$ <u>20,000.00</u>	\$	<u>20,000.00</u>
2	Furnish and Install 30" Dia. Conductor Casing	50	LF	\$ <u>1,300.00</u>	\$	<u>65,000.00</u>
3	Drill Test Well Using Reverse Rotary Method (up to 320 ft total depth or into Corcoran Clay)	270	LF	\$ <u>300.00</u>	\$	<u>\$81,000.00</u>
4	Electric Log and Deviation Log	1	LS	\$ <u>6,500.00</u>	\$	<u>6,500.00</u>
5	Collect Depth Zone Samples	8	EA	\$ <u>12,000.00</u>	\$	<u>96,000.00</u>
6	Drill Out Pilot Hole (to 320 ft total depth)	270	LF	\$ <u>25.00</u>	\$	<u>6,750.00</u>
7	Destroy Test Well by Filling with Sand-Cement Grout	320	LF	\$ <u>70.00</u>	\$	<u>22,400.00</u>
TOTAL:						<u>\$ 297,650.00</u>

Note: The representations made herein are made under penalty of perjury. Any information contained in the bid which is proven false shall be considered nonresponsive and this bid shall be rejected.

Bid BondWe, ANTHONY J. PRIETO WATER WELL DRILLING, INC.as Contractor, and Merchants Bonding Company (Mutual)

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for paymentof the penal sum of Ten Percent of Amount BidDollars (\$ ***10%***),

lawful money of the United States. Contractor has submitted the accompanying bid proposal

for the construction of: **Well No. 16 Test Well No. 2**

If the Contractor is awarded the contract and enters into a written agreement, in the form prescribed by the Owner, at the price designated by Bid Schedule, and files a payment bond and performance bond with the Owner, or substitute security in lieu thereof, in the time and manner specified by the Owner, and carries all insurance in type and amount which conforms to the General Provisions, Special Provisions, and Technical Specifications in these Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

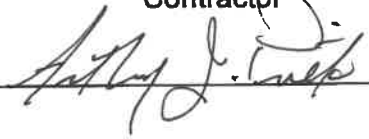
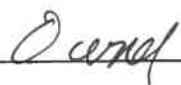
Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

Executed on

June 8, 2026ANTHONY J. PRIETO WATER
WELL DRILLING, INC.

Contractor

(Seal if Corporation)

By: Title 

[SIGNATURE SHEET CONTINUES ONTO NEXT PAGE]

Any claims under this bond may be addressed to:

Merchants Bonding Company (Mutual) (name and address of Surety)

6700 Westown Parkway

West Des Moines, IA 50266

Pope & Young Bonding, A Relation Company

(name and address of Surety's agent for
service of process in California, if different from
above)

7673 N. Ingram Ave., Suite 103

Fresno, CA 93711

(559) 321-8586

(phone number of Surety's agent in California)

(Attach Acknowledgment)

Merchants Bonding Company (Mutual)

Surety

By

Debbie Young
Debbie Young, (Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California.

All bond forms must be acknowledged before a Notary Public by both the Contractor and the Surety. Attorneys-in-fact who sign bond forms must file with each bond a certified and effective dated copy of their power of attorney.

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 Fresno

On 6-5-26 before me, Christina Strand, Notary Public
(insert name and title of the officer)

personally appeared Debbie Young,
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)



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,

Clayton Barrows; Debbie Young; Nadine Juarez

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-Attorney 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 April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"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 26th day of March, 2025.



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

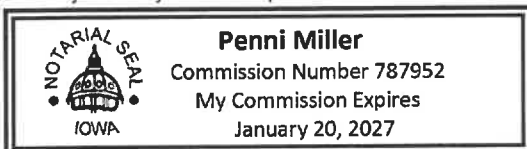
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 26th day of March, 2025, 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.



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

I, Elisabeth Sandersfeld, 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 8th day of June, 2026.



Elisabeth Sandersfeld

Secretary

ADDENDUM NO. 1

TO CONTRACT DOCUMENTS

CITY OF LOS BANOS WELL 16 TEST WELL NO. 2

June 2, 2026

NOTICE TO BIDDERS

This Addendum is attached to and made a part of the above-entitled Contract Documents for the City of Los Banos with a bid opening at 2:00:00 P.M. on Wednesday, June 10, 2026, at the City of Los Banos Public Works Department located at 411 Madison Ave, Los Banos, CA 93635.

This **Addendum No.1** consists of five (5) pages and must be signed, dated, and submitted along with the Bid Documents.:

Response to Bidder's Questions

Item No. 1: Contractor Submitted General Questions

Question 1: Are there any access road limitations?

Answer: The access road consists of an approximately 20' wide dirt road that is typically utilized for farm equipment access. Access to this road is directly off of highway 152.

Question 2: Does the site have an unobstructed 20'x80' area with the proposed well being in the middle of the area?

Answer: The designated area for the well drilling process is measured as 125'x300' for drilling and disposal needs.

Question 3: Do you have photos of the site that can be provided prior to bidding?

Answer: No photos of the site are available at this time.

Question 4: Does the proposed site have any existing wells and, if so, can boring logs be provided to assist with the estimate?

Answer: The proposed site does not have any existing wells located on it, upon review of publicly available well records obtained from DWR's Well Completion Report Map Application, a couple of wells have been constructed nearby. Two driller's reports are included in Attachment 1 to this addendum.

Question 5: Please provide the expected construction start date.

Answer: Contractor is directed to refer to the project specifications "Information for Bidders" section, located on the City's website.

Question 6: Are all of the addenda that were provided during the previous bid process still valid for this bid process?

Answer: No, information provided from the previous bid process are not valid for this bid.

Question 7: Is a 20' conductor casing suitable to use?

Answer: Yes, a 20' conductor casing is suitable for use.

Question 8: Does the engineer have an approved contractor for E-log & Deviation?

Answer: No, the engineer does not have an approved contractor for E-log and Deviation.

Question 9: Are drilling fluids and cuttings to be disposed of on-site?

Answer: Yes, the drilling fluid and cuttings shall be disposed of on-site within the designated construction area and the site restored to the original grades per Specification 33 21 00.

Except as expressly amended hereby, all terms and conditions of the Contract Documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on
6-10-26, 2026.



CONTRACTOR

By: Anthony J. Prieto

ATTEST: 

By: 

Stephen Spencer RCE 54634

PROVOST & PRITCHARD CONSULTING
GROUP

Attachment 1: Well Driller Logs

LSD Elev. 125

P238

10/10-17K1

L.F. No. 483

U. S. DEPARTMENT OF THE INTERIOR - BUREAU OF RECLAMATION - REGION II

WELL LOG

10/10-17K1

County Maricopa Owner _____ U.S.B.R. No. 10-10-17
 Dist. _____ Use Irrigation Local No. _____
 Quad. Valle Driller Joe Butler Date September 1949
 Location (6.1 - 140)

Surf. Elev. 125 Groundwater Elev. _____ Date _____
 Depth 210 Groundwater Elev. _____ Date _____
 Yield _____ Aquifers _____
 Drawdown _____ Artesian head _____ Date _____
 Casing _____ % Sand-Gravel _____

Source of Data Driller Type Drill Rotary Diam. hole 30"

Depth	Elev.	Thick	Description
0	125	20	Top Soil 10 C
20	105	17	Sand and gravel 17 G
37	88	7	Clay 7 C
44	81	9	Gravel 6/3 G
53	72	9	Clay 9 C
62	63	11	Sand and gravel 11 G
73	52	1	Clay 1 C
74	51	10	Sand 10 S
84	41	1	Clay 1 C
85	40	3	Sand (Some gravel) 5 G
90	35	10	Clay 10 C
100	25	3	Sand and gravel 3 G
103	22	5	Clay 5 C
108	17	2	Gravel 2 C
110	15	2	Clay 2 C
112	13	15	Gravel and clay streaks 15 F
127	-2	12	Clay 12 C
139	-14	18	Sand and Gravel 18 G
157	-22	10	Gravel 10 G
167	-42	12	Sand 12 S
179	-54	7	Clay 7 C
186	-61	14	Sand and gravel 14 G
200	-75	7	Gravel 7 G
207	-82	10	Clay 10 C
217	-92	13	Heavy gravel 13 G
230	-105	10	Clay 10 C
240	-115		Bottom

CONFIDENTIAL
 Water Code Sec. 13752

	50	100	200
G	23	19	17
S		10	12
F			15
Ca	10		
C	7	31	26
	40	50	100



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **931959**

Entity **CORP**

Business Name **ANTHONY J PRIETO WATER WELL
DRILLING INC**

Classification(s) **C57**

Expiration Date **04/30/2027**

www.cslb.ca.gov

