



City of
Los Banos
At the Crossroads of California

520 J Street Los Banos, CA 93635

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

4/17/26
Letter # 001

**Notice of Intent to Award
Water Meter Replacement Project
Project No.: 26WT0005**

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

Ensure Utility dba Phoenix Water Solutions

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

Water Meter Replacement 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 April 24, 2026.

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

<https://losbanos.org/public-notices/advertisement-for-bids-water-meter-replacement-project/>

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

WATER METER REPLACEMENT

Total Bid Amount: \$ 35,270.00

Thirty-Five Thousand Two Hundred Seventy Dollars

(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: Addendum No. 1

Signature:  Date: 04 / 15 / 2026

Print Name: Kyler Colin Title: Chief Executive Officer

Name of Business: Ensure Utility Inc. dba Phoenix Water Solutions

Doing business as: (Circle One): An Individual A Partnership ☒ Corporation

Business Address: 1606 E University Dr, Suite 109, Phoenix, AZ 85034

Telephone No.: (602) 445-3943 Fax No.: N/A

E-Mail Address: kyler@phoenixwatersolutions.com

License Number: 1126003 Class & Expiration Date: Class C-36 (Plumbing) –
Expires 09/30/2026

List of Subcontractors

As of March 1, 2015, Contractors (and Subcontractors) 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 or \$10,000 (whichever is greater). **Photocopy this form for additional firms.**

Project: **WATER METER REPLACEMENT**

The following 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
N/A	N/A	N/A	N/A	N/A	N/A

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.

A handwritten signature in black ink, appearing to be "J. K.", is centered on the page.

Experience

Bidder shall identify three (3) most recently completed projects similar to work described in these Contract Documents.

	1	2	3
Project Title	Meter Reading, Register and Endpoint Installation Services	Water Meter & Metering Infrastructure (AMI) Installation	Smart Water Meter Installation
Public Agency	South Coast Water District	Eastern Municipal Water District	North Tahoe Public Utility District
Address	31592 West Street, Laguna Beach, CA 92651	2270 Trumble Road, Perris, CA 92570	875 National Avenue, Tahoe Vista, CA 96148
Telephone No.	(949) 499-4555	(951) 928-3777	(530) 546-4212
Engineer in Charge	Engineering Department, South Coast WD	EMWD Engineering Services Division	Engineering Department, NTPUD
Project Value (\$)	\$348,000	\$355,200	\$612,935
Date Accepted	2024	2025	2025
Claims Filed?*	No	No	No

*If yes, please explain below:

N/A

**Bid Schedule
For
WATER METER REPLACEMENT**

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 and Insurance	1	LS	\$ 11,695.00	\$ 11,695.00
2	Water Meter and Endpoint Replacement 2"	32	EA	\$ 298.00	\$ 9,536.00
3	Water Meter and Endpoint Replacement 3"	1	EA	\$ 835.00	\$ 835.00
4	Water Meter and Endpoint Replacement 4"	4	EA	\$ 1,210.00	\$ 4,840.00
5	Water Meter and Endpoint Replacement 8"	2	EA	\$ 4,182.00	\$ 8,364.00

TOTAL: \$ 35,270.00

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 Bond

We, Phoenix Water Solutions, LLC

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 payment of the penal sum of Ten Percent of the Total Amount of the Bid.

Dollars (\$ 10% _____).

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

for the construction of: **WATER METER REPLACEMENT**

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

April 16, 2026

Phoenix Water Solutions, LLC

Contractor

(Seal if Corporation)

By:

Title	CEO
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[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

Preferred Bonding & Insurance Services

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

4326 Eagle Rock Blvd

Los Angeles , CA 90041

Agent (323) 663 - 7814

Surety: (800) 678-8171

(phone number of Surety's agent in California)

(Attach Acknowledgment)

Merchants Bonding Company (Mutual)

Surety

By



(Attorney-in-Fact) Patricia Zenizo, 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.

-Bid Bond 2/2-

MERCHANTS BONDING COMPANY,TM 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, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Angei Nunez; Eise Escobar; Patricia Zenizo; Peter Miodiche

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 By-Laws adopted by the Board of Directors of the Companies.

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 assignees, 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 25th day of July, 2025

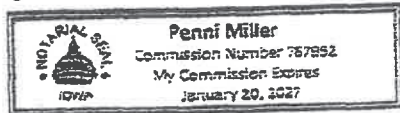
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY



By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of July, 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), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; 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)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY 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 16 day of April, 2026



Ata G. Smith
Secretary

POA 0015 (5/25)



City of
Los Banos
At the Crossroads of California

ADDENDUM NO. 1

April 9th, 2026

WATER METER REPLACEMENT PROJECT

Response to Questions

1. **Question:** Why was the project rebid:
Response: The City revised the scope of the project to reduce the number of meter installations.
2. **Question:** Is a traffic control plan required?
Response: The meter replacements should be located out of the traveled way and behind the curb and gutter. No traffic control required.
3. **Question:** Is there an Encroachment permit required?
Response: Yes, an encroachment permit is required for the work. Reference is made to Special Provisions Section 5. City Permits and Business Licenses. The permit will be a no-cost permit.
4. **Question:** Will the City supply the bolts and gaskets for the meter connections?
Response: Yes, the City will provide all materials for the meter installations.
5. **Question:** Are the new meters being installed the same length as the existing meters?
Response: Yes; the new meters are the same type as the existing meters being replaced.
6. **Question:** Notification- is there a standard notification procedure for water shutoffs?
Response: Reference is made to Section 21 – Notifications in the Special Provisions of the Bid Document. Contractor to issue notices to residences during temporary water service shutdown.
7. **Question:** What is required for chlorinating the meters? Can we just swab and test?
Response: Reference is made to Section 6 – Testing in the Special Provisions of the Bid Document. Contractor to disregard section entirely for the project. No disinfection or testing required of the meters.
8. **Question:** How many meters are being replaced?
Response: Reference is made to the Bid Schedule in the Specifications.

9. **Question:** Are there valves for shutoffs?
Response: There should be shut-off valves on each meter installation- if it is discovered that there is no valve for water shut-off, Contractor to send in an RFI.
10. **Question:** Do the lids have the hole for the endpoint installation?
Response: Yes, all lids have a hole for endpoint installation.
11. **Question:** What is to be done about the existing meters being replaced?
Response: Contractor to salvage all existing meters to the City.
12. **Question:** Do the new meters have brass end connections or are they plastic?
Response: Reference is made to the Technical Provisions, Item 3 of the Bid Document. The new meters have brass end connections, but are coated with a finish.
13. **Question:** Are the meters generally easy to locate?
Response: The City will have staff contact information during the project to assist in identifying the location of all meters.
14. **Question:** Are the existing meters electronic or are they manually read?
Response: The existing meters are electronic with AMI technology along with the new meters. The City will be in charge of programming the new meters with the City's system and will coordinate with the Contractor during installations.
15. **Question:** What is the engineer's estimate?
Response: Estimate is \$52,000.

This Addendum forms a part of the Proposal Documents and will be incorporated into the Proposal Documents, as applicable. All other conditions of the Proposal Documents remain unchanged. The following changes, additions, or deletions as set forth herein shall apply to the Proposal Documents and shall be made a part thereof and shall be subject to all the requirements thereof as through originally shown and/or specified.

Proposals shall be submitted in accordance with this Addendum. All consultants MUST acknowledge receipt of this Addendum by signing and returning this Addendum with your Proposal.

City of Los Banos


By: Mariah Martinez

Engineering Technician

Ensure Utility Inc. dba Phoenix

Firm Name: Water Solutions

By: Kyler Colin 

Title: CEO

Date: 04 / 15 / 2026



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1126003

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/22/2025 1:15:52 PM

Business Information

ENSURE UTILITY INC
dba PHOENIX WATER SOLUTIONS

1606 EAST UNIVERSITY DRIVE
STE 109
PHOENIX, AZ 85034
Business Phone Number:(602) 224-2279

Entity Corporation
Issue Date 09/05/2024
Expire Date 09/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C36 - PLUMBING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [RLI INSURANCE COMPANY](#).
Bond Number: LSM1903062
Bond Amount: \$25,000
Effective Date: 08/26/2024

Bond of Qualifying Individual

The qualifying individual KYLER THOMAS COLIN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/05/2024

Workers' Compensation

This license has workers compensation insurance with the [UFG SPECIALTY INSURANCE COMPANY](#).
Policy Number: 10181711377
Effective Date: 04/01/2025
Expire Date: 04/01/2026
[Workers' Compensation History](#)