

**CITY OF NORTH RICHLAND HILLS**

**REQUEST FOR PROPOSAL**

**FOR**

**COLLEGE HILLS GST REHABILITATION**

**22-025**



**PREPARED BY**

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**

**PROFESSIONAL ENGINEERS**

*Texas Firm F526*

**DALLAS, TEXAS**

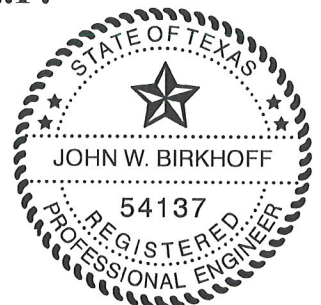
**JULY 2022**

THESE DOCUMENTS ARE FINAL AND  
ARE FOR CONSTRUCTION, BIDDING,  
AND PERMIT PURPOSES.

  
John W. Birkhoff, P.E.

Texas Registration #54137

Date: 7/6/2022



*Addendum #2*

Unless otherwise approved in writing by the City of North Richland Hills, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

**20. INTERLOCAL AGREEMENT**

Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of North Richland Hills.

☒ Yes, we agree                      ☐ No, we do not agree

**21. ELECTRONIC PROCUREMENT**

The City of North Richland Hills has adopted policies and procedures complying with Local Government Code Section 252.0415, Section 271.906 and Section 2155.062. The City of North Richland Hills may receive submittals in electronic form in response to procurement requests. However, a bid that is submitted non-electronically by the due date and time will be accepted and then entered electronically by Purchasing after the bid opening.

**22. COMPLIANCE WITH SB 89:**

Vendor agrees per HB 89 of the 85th Texas Legislative Session, and in accordance with Chapter 2270 of the Texas Government Code, vendor has not and shall not boycott Israel at any time while providing products or services to the City of North Richland Hills.

☒ Yes, we agree                      ☐ No, we do not agree

**23. COMPLIANCE WITH SB 252:**

Vendor agrees per SB 252 of the 85<sup>th</sup> Texas Legislative Session, and in accordance with Chapter 2252 of the Texas Government Code, vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of North Richland Hills.

☒ Yes, we agree                      ☐ No, we do not agree \*

\* By selecting no, vendor certifies that it is affirmatively excluded from the federal sanctions regime by the United States government and is not subject to the contract prohibition under Section 2252.154 of the Texas Government Code. Vendor shall provide sufficient documentation to the City of such exclusion prior to award of any contract for goods or services.

**24. ETHICS AND COMPLIANCE POLICY**

The City's Ethics and Compliance Policy can be found at The City of North Richland Hills Purchasing Division webpage - Or you may request a copy from the Purchasing Division. Acknowledgment - The City of North Richland Hills' Internal Ethics and Compliance Policy

has been made available to me. I understand the expectations of ethical behavior and compliance with the law, and agree to adhere to the City's ethics policies.

<https://www.nrhtx.com/DocumentCenter/View/389/Code-of-Ethics---PDF?bidId>

☒ I agree

☐ I do not agree

**25. COMPLIANCE WITH CHAPTER 2274**

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, as enacted by S.B. 13, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Government Code 809.01 who boycotts energy companies. If Seller has more than 10 employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller verifies that it does not discriminate against energy companies and will not discriminate during the term of the Contract. By submitting a bid response, Seller certifies compliance with these requirements.

**26. COMPLIANCE WITH CHAPTER 2274**

Pursuant to Chapter 2274, Texas Government Code, Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, as enacted by S.B. 19, 87th Legislature, the City of North Richland Hills is prohibited from using public funds to contract with a for-profit Company as defined by Chapter 2274.001, who discriminates against firearm and ammunition industries. If Seller has at least 10 full-time employees and this Contract has a value of \$100,000 or more, by signing this agreement/contract, the Seller agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement. By submitting a bid response, Seller certifies compliance with these requirements. This section does not apply if Seller is a sole-source provider.

**27. DEPARTMENT OF TRANSPORTATION (TXDOT) RELATED BIDS**

"The City of North Richland Hills, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. The City of North Richland Hills and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

# NON-COLLUSION AFFIDAVIT OF BIDDER

State of Nebraska County of Lancaster

James R. Stelzer verifies that:  
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of  
J. R. Stelzer Co., has submitted the attached  
bid: (Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in  
regard to attached bid;
- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way  
colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person  
to submit a collusive or sham bid in connection with attached bid and the price or prices  
quoted herein are fair and proper.

James R. Stelzer  
SIGNATURE

James R. Stelzer  
PRINTED NAME

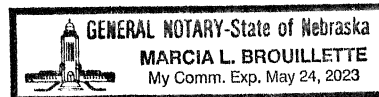
Subscribed and sworn to before me this

25<sup>th</sup> Day of August 2022.

Marcia L. Brouillette  
NOTARY PUBLIC in and for

Lancaster County, ~~Texas~~ Nebraska.

My commission expires: May 24, 2023



**THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID**



## BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: J. R. Stelzer Co.

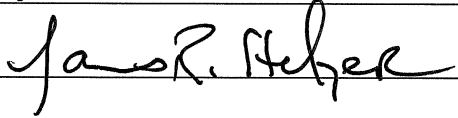
ADDRESS: 5850 Russell Drive, Suite 1

CITY, STATE & ZIP: Lincoln, NE 68507

TELEPHONE: (402) 466-0726

FAX: (402) 466-7169

EMAIL: jrstelzer@msn.com

SIGNATURE: 

PRINTED NAME: James R. Stelzer

DATE: 8-25-2022

## COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

### **Filing Process:**

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

**Disadvantaged Business Enterprises (DBE)** are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

**Texas Building and Procurement Commission  
Statewide HUB Program**

**1711 San Jacinto Blvd., Austin TX 78701-1416**

**P O Box 13186, Austin, TX 78711-3186**

**(512) 463-5872**

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

**North Central Texas**

**Regional Certification Agency**

**624 Six Flags Drive, Suite 216**

**Arlington, Texas 76011**

**(817) 640-0606**

<http://www.nctrca.org/certification.html>

**If your company is already certified, attach a copy of your certification to this form and return as part of your packet.**

**Company Names:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**INDICATE ALL THAT APPLY:**

\_\_\_\_\_ **Minority-Owned Business Enterprise**  
\_\_\_\_\_ **Women-Owned Business Enterprise**  
\_\_\_\_\_ **Disadvantaged Business Enterprise**

## CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

Not Applicable

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not Applicable

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

  
Signature of vendor doing business with the governmental entity

8-25-2022  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

### CONTRACT CHANGES GRID

Proposed Contractor/Bidder J. R. Stelzer Co. ("Contractor" or "Bidder"), submits the following modifications to the City's Standard \_\_\_\_\_ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: ____ Accepted  ____ Not Accepted  ____ Modified

**FINANCIAL STATEMENT**Condition of Bidder at close of Business month, June, 2022  
**ASSETS** **LIABILITIES**

1. Cash on Hand	\$ <u>550.00</u>	\$ <u>          </u>
Cash in Bank	\$ <u>1,422,108.66</u>	\$ <u>          </u>
Cash Elsewhere	\$ <u>248,261.87</u>	\$ <u>          </u>
2. Accounts receivable from completed contracts (exclusive of claims not approved for payment)	\$ <u>324,545.58</u>	\$ <u>          </u>
3. Accounts receivable from other sources than above	\$ <u>          </u>	\$ <u>          </u>
4. Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)	\$ <u>0</u>	\$ <u>          </u>
5. Deposits for bids on other guarantees		\$ <u>          </u>
6. Notes Receivable Past Due	\$ <u>          </u>	
Due 90 days	\$ <u>          </u>	
Due Later	\$ <u>          </u>	
7. Interest Earned	\$ <u>          </u>	
8. Real Estate, Business Property, present value	\$ <u>0</u>	
Other property, present value	\$ <u>          </u>	\$ <u>          </u>
9. Stocks and Bonds, Listed on Exchange	\$ <u>0</u>	\$ <u>          </u>
Unlisted	\$ <u>          </u>	\$ <u>          </u>
10. Equipment, Machinery, Fixtures	\$ <u>2,782,002.79</u>	\$ <u>          </u>
Less Depreciation	\$ <u>(2,571,708.77)</u>	\$ <u>          </u>
11. Other Assets	\$ <u>1,041,098.66</u>	
<b>TOTAL ASSETS</b>	\$ <u>3,247,858.79</u>	\$ <u>          </u>

**SECTION II-8***Financial Statement / Liabilities and Net Worth*



## LIABILITIES AND NET WORTH

	ASSETS	LIABILITIES
1. Notes Payable to Banks Regular	\$ _____	
(For Certified Checks)	\$ _____	
Equipment Obligations	\$ _____	
Others	\$ _____	\$ _____
2. Accounts Payable Current	\$ _____	\$ <u>208,618.00</u>
Past Due	\$ _____	
3. Real Estate Mortgages	\$ _____	\$ _____
4. Other Liabilities		\$ <u>22,874.46</u>
5. Reserves	\$ _____	\$ <u>3,016,366.33</u>
6. Capital Stock Paid Up		
Common	\$ _____	
Preferred	\$ _____	
7. Surplus	\$ _____	
<b>TOTAL LIABILITIES</b>	\$ _____	\$ <u>3,247,858.79</u>

\*\*\* Please see enclosed balance sheet for additional information. \*\*\*

**J.R. Stelzer Company**  
**Balance Sheet**  
**As of June 30, 2022**

Accrual Basis

	Jun 30, 22
ASSETS	
Current Assets	
Checking/Savings	
101 · Cash in Bank - Union Bank	20,143.64
105 · Petty Cash	550.00
108 · STFIT Account-Union Bank	1,401,965.02
114 · Investments - Certificates of D	248,261.87
Total Checking/Savings	1,670,920.53
Accounts Receivable	
121 · Accounts Receivable - Trade	324,545.58
122 · Accounts Receivable - Employees	1,000.00
Total Accounts Receivable	325,545.58
Other Current Assets	
1120 · Inventory Asset	1,244.08
125 · Inventory	7,012.16
130 · Prepaid Expenses	4,149.19
131 · Income Tax Deposits	200,532.82
132 · Income Tax Refunds	16.18
135 · Interest Receivable	150.73
141 · Notes Receivable - Stockholders	786,108.03
142 · Notes Receivable - Emp. Loans	41,885.47
Total Other Current Assets	1,041,098.66
Total Current Assets	3,037,564.77
Fixed Assets	
150 · Office Equipment	
151 · Office Equipment - Cost	21,781.30
152 · Accumulated Depreciation	(21,781.30)
Total 150 · Office Equipment	0.00
160 · Trucks and Automobiles	
161 · Trucks and Automobiles - Cost	656,287.09
162 · Accumulated Depreciation	(658,819.33)
Total 160 · Trucks and Automobiles	(2,532.24)
170 · Equipment	

**J.R. Stelzer Company**  
**Balance Sheet**  
**As of June 30, 2022**

Accrual Basis

	Jun 30, 22
171 · Equipment - Cost	2,097,131.40
172 · Accumulated Depreciation	(1,891,108.14)
Total 170 · Equipment	206,023.26
Total Fixed Assets	203,491.02
Other Assets	
191 · Small Tools	6,803.00
Total Other Assets	6,803.00
<b>TOTAL ASSETS</b>	<b>3,247,858.79</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202 · Accounts Payable	208,618.00
Total Accounts Payable	208,618.00
Other Current Liabilities	
209 · Medicare	
Company	34,692.97
Employee	36,267.35
209 · Medicare - Other	(70,960.32)
Total 209 · Medicare	0.00
210 · FICA	
Company	143,167.80
Employee	149,899.39
210 · FICA - Other	(293,067.19)
Total 210 · FICA	0.00
2101 · *Payroll Liabilities	6,257.00
212 · State Withholding NE	7,086.82
214 · State Withholding KS	984.00
220 · FUTA	309.48
221 · SUI-NE	
Company	416.30

**J.R. Stelzer Company**  
**Balance Sheet**  
**As of June 30, 2022**

Accrual Basis

	Jun 30, 22
221 · SUI-NE - Other	156.39
Total 221 · SUI-NE	572.69
222 · SUI-TX Company	2,577.26
222 · SUI-TX - Other	(2,505.12)
Total 222 · SUI-TX	72.14
225 · Accrued Insur Pybl - Employe	1,205.88
234 · Sales Taxes Payable	6,386.45
Total Other Current Liabilities	22,874.46
Total Current Liabilities	231,492.46
Total Liabilities	231,492.46
Equity	
300 · Stockholders Equity	294.10
301 · Authorized Capital Stock	10,000.00
302 · Unissued Capital Stock	(5,000.00)
320 · Paid-In Capital	5,000.00
321 · Retained Earnings	5,860,934.04
323 · Federal Corporate Income Taxes	(1,043,168.26)
324 · State Corporate Income Taxes	(181,736.67)
325 · Dividends	(2,100,000.00)
Net Income	470,043.12
Total Equity	3,016,366.33
TOTAL LIABILITIES & EQUITY	3,247,858.79

## EXPERIENCE RECORD

**List of Projects your Organization is now engaged in completing:**

Amount of Contract Award	Type of Work	Anticipated Date of Completion	Name and Address of Owner
\$597,900.00	Repair & Repaint Elevated Tower Number One	10/04/2022	City of Montgomery 201 Ash Avenue Southwest Montgomery, MN 56069
\$416,100.00	Repaint Elevated Tanks Number 1 & 7	10/15/2022	Regional Water 108 Highway 59 Avoca, IA 51521
\$449,175.00	Repair & Repaint Elevated Tower Number One	10/15/2022	City of Goodview 4140 West 5th Street Goodview, MN 55987
\$128,500.00	Elevated Water Tower Interior Wet Recoating	11/15/2022	Marshalltown Water Works 205 E. State St, Marshalltown, IA 50158

**List of Surety Bonds in Force on above Uncompleted Work:**

Date of Contract Award	Type of Bond	Amount of Bond <sup>1</sup>	Name and Address of Surety
3/09/2022	Performance	\$597,900.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498
3/09/2022	Payment	\$597,900.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498
4/26/2021	Performance	\$416,100.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498
4/26/2021	Payment	\$416,100.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498
3/30/2022	Performance	\$449,175.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498
3/30/2022	Payment	\$449,175.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498
3/15/2022	Performance	\$128,500.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498
3/15/2022	Payment	\$128,500.00	Merchants Bonding Company PO Box 14498 Des Moines, IA 50306-3498

List every type of bond separately. If one project has more than one type of bond, list each and every bond for that project on a separate line.

**EQUIPMENT SCHEDULE**

**List of Equipment owned by bidder that is in serviceable condition and available for use:**

\*\*\* Please see enclosed list \*\*\*

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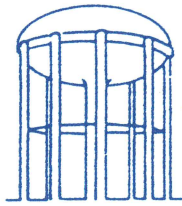
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Industrial Painting Service  
Since 1972

# **J.R. STELZER CO.**

5850 Russell Drive, Suite 1  
Lincoln, Nebraska 68507-3129  
Telephone (402) 466-0726  
Fax (402) 466-7169  
jrstelzer@msn.com

## **EQUIPMENT LIST**

### **Air Compressors ---**

<b>2022</b>	<b>950 cfm Atlas Copco</b>
<b>2020</b>	<b>425 cfm Doosan (2 units)</b>
<b>2017</b>	<b>940 cfm Kaeser</b>
<b>1988</b>	<b>900 cfm Sullair</b>
<b>1993</b>	<b>1300 cfm Sullair</b>
<b>2012</b>	<b>425 cfm Sullair (2 units)</b>
<b>2001</b>	<b>900 cfm Sullair</b>
<b>2007</b>	<b>260 cfm Sullair</b>
<b>2008</b>	<b>185 cfm Sullair</b>

**8-Ton Canned Sand Pot Mounted on Fruehauf Trailer**

**8-Ton Canned Sand Pot Mounted on Fontaine Trailer**

**6-Ton Canned Sand Pot, Trailer Mounted**

**Van Air Turbo-Cooled After Coolers (4)**

**CAB Steel Abrasive Blasting and Recovery Equipment**

**40,000 cfm Portable ADI Dust Collector, Trailer Mounted**

**40,000 cfm Portable ECS Dust Collector, Trailer Mounted**

**12,000 cfm Portable Cyclone Dust Collector**

**Decontamination Trailer**

**Airless Paint Machines (6) with Pertinent Accessories**

**Welders with Pertinent Accessories**

**Power Washers (hot and cold)**

**Hi-Lo Powered Scaffolding and Pertinent Accessories, Spiders, and Rigging Equipment  
Spider Staging**

**TePe Containment System**

**125 KW Generator**

**5000 cfm Dehumidifier**

**25 KW Generator**

**2005 Genie Z45/25 Boom Lift**

**Trucks (7), Van Trailers (10), Bulk Hoppers (3), and Flatbed Trailers (6)**

**Semi-Tractors – 1999 Volvo, 2020 Volvo**

**NOTE: All of the above equipment is in excellent condition.**



## PROJECT GUIDELINES FOR SEALED COMPETITIVE PROPOSALS

### REQUEST FOR SEALED COMPETITIVE PROPOSALS (SCP) FOR COLLEGE HILLS GROUND STORAGE TANK REHABILITATION PROJECT RFP# 22-025

The City of North Richland Hills (City) is requesting Sealed Competitive Proposals for the COLLEGE HILLS GROUND STORAGE TANK REHABILITATION PROJECT as outlined in this request based on the best value to the City of North Richland Hills. The City reserves the right to award one contract for some or all the requirements proposed, or to reject any and all Proposers and re-solicit for Proposals, as deemed to be in the best interest of the City.

### PROJECT PROCUREMENT METHOD

The procurement method, "Sealed Competitive Proposal", is a method by which the City requests proposals, ranks the submittals, negotiates as prescribed, and then enters into a contract with a contractor to provide. The City shall select the contractors who submit the proposals that offers the best value for the City. The best value is based on published selection criteria, the weighted value of each criterion (in points earned) and the contractors' subsequent ranking evaluation. The City shall first attempt to negotiate a contract with the selected contractors. The City may discuss with the contractors options for scope modifications and any price change associated with the modifications. If the City is unable to negotiate a satisfactory contract with the selected contractor(s), the City shall, formally and in writing, end negotiations with that contractor and proceed to the next contractor in the order of the ranking until a contract agreement is reached or all proposals are rejected. The City reserves the right to award one contract for some or all of the requirements or multiple contracts to different Contractors.

### EVALUATION CRITERIA

EVALUATION AND SELECTION PROCESS	Min Pts.	Max Pts.
Proposals will be evaluated by a selection committee based on the following criteria:		
Unit cost of work as described in bid items 1-23	0	60
Contractor's comparable project experience	0	15
Quality of references for similar projects	0	10
Proposers financial stability	0	3
Proposers percentage of self-performing tasks	0	2
Team structure, work approach and delivery schedule	0	10

Following the review and evaluation of all CSP submittals, a **Selection Meeting** will be held to select contractors. The selection committee will present their ranking based on the published criteria above, selection and justification at the selection meeting. The selection meeting will result in the selection of two proposals or an appropriate short list of proposals. An interview may also be requested to aid in the selection of the contractors. However, interviews may not be necessary.

The City shall select the contractors who submit the proposals that offers the best value for the City. Unsuccessful contractors will be notified in writing as soon as possible.

## COMPLIANCE

The Awarded contractors and any subcontractors doing work for these contracts will be required to obtain registration with the City's Planning and Inspections Division located on the first floor of City Hall (no associated fees required). The general contractor will be required to obtain a general permit along with any required specialty permits, also with the City's Planning and Inspection Division. However, all permit fees will be waived. Permitting will be required and coordinated by the contractor. The contractor will be responsible for scheduling all inspections required by the permit. All laborers and mechanics employed by the contractor and its subcontractors in performance of this construction work shall be paid wages at rates as may be required by law.

The contractor shall utilize the Tarrant County Davis-Bacon Wage Rates for Construction, effective January 3, 2014 <http://www.wdol.gov/wdol/scafiles/davisbacon/TX49.dvd>.

## PROPOSAL SUBMITTAL AND CONTENT

Sealed proposals must be submitted to the North Richland Hills Purchasing Department by 2:00PM (CST) Friday, August 19, 2022, and must be addressed as follows:

Electronically at:

<https://www.publicpurchase.com/gems/northrichlandhills.tx/buyer/public/home>

This is the only method accepted. For assistance please contact Scott Kendall at 817-427-6165

Proposals must include all pages of the proposal form as found in this CSP. Proposals must include a proposal price on the form provided. Any price request not filled out could be subject to rejection as being presented incomplete. The City reserves the right to reject any and all proposals with or without cause, and to accept proposals which it considers most favorable.

Each proposal must be accompanied by a Certified Check, Cashier's Check or Bid Bond, payable to the City of North Richland Hills, in the amount not less than five percent (5%) of the total bid amount. **The successful contractor shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount for each individual project over \$50,000.** Worker's Compensation, Comprehensive General Liability and Transportation insurance and insurance certificates shall be provided by the successful supplier.

## PROPOSAL FORM FOR COMPETITIVE SEALED PROPOSAL:

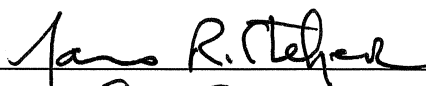
### BIDDER'S DECLARATION

We, the undersigned have carefully examined RFP # 22-025 and all addenda and herewith forming part of this proposal submission and have carefully examined the work sites and all requirements of this RFP. We, the undersigned understand and accept the said RFP, and, for the prices set forth in our proposal, hereby offer to perform all work with our own labor, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFP;

And have submitted our proposal at rates that include all labor, materials, overhead and profit to comply with the RFP requirements and specifications and further agree that We, shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation in accordance with this RFP and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFP or in the work proposed to be taken and that our proposal submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a proposal for the same work and is all respects fair and without collusion or fraud;

And if our proposal submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFP in all respects. We further acknowledge that we have received Addendum/ Addenda No. 1 to 3 inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted. We further agree to complete all of the work and services as specified in this RFP at the prices stated to the satisfaction of the City of North Richland Hills.

We further agree that our proposal submission is to continue open to acceptance and irrevocable until a Purchase order has been issued by the City for the said work, and that, within 90 (ninety) calendar days of closing date, the City may accept our proposal for the prices stated on the Proposal Form of this RFP, which is within the maximum budget provided.

Company Name	J. R. Stelzer Co.
Address: Street & Number	5850 Russell Drive, Suite 1
Address: City, Province, Postal Code	Lincoln, NE 68507
Telephone & Fax Numbers	Tel: (402) 466-0726 Fax: (402) 466-7169
E-mail Address	jrstelzer@msn.com
Name of Signing Officer / Title	Name: James R. Stelzer Title: President
Signature of Signing Officer <i>I have authority to bind the company</i>	
Date Signed	8-25-2022

By Signing above, the Signing Officer authorizes that he / she has the authority to bind the company.

PROPOSAL FORM EVALUATION CRITERIA RESPONSE:

Unit cost of work as described in bid items 1-25	(This will be shown on the bid form, and allows for the maximum number of points in proposal evaluation)
Contractor's comparable project experience	The City is interested in the Contractor's history and successful completion of similar projects utilizing legal municipal procurement methods. (Fill out form on next pages)
Quality of references for similar projects ( <u>Persons to contact on your company's behalf that you have done business with</u> )	Quality of reference refers to accuracy of facts about reference, name of project, Project Manager's title and organization, contact information, reference's response and similarity to this project. (Fill out form on next pages)
Proposer's financial stability	The City is interested in the Proposer's legal entity and ownership, and financial viability, stability, and business size. Any or all points allocated to this consideration item will be awarded on the basis of the Proposer's comparative financial status.
Proposer's percentage of self- performing tasks	This represents the percentage of work for COLLEGE HILLS GROUND STORAGE TANK REHABILITATION PROJECT by the proposer's firm. This does not include any work that is subcontracted. % of work performed by proposer firm
Team structure, work approach and delivery schedule	The City is interested in contractor's management, reporting, and administrative structures and methods required to successfully complete the work, and reasonably supported ability to meet or beat the specified construction schedule (Fill out forms on next pages)
Is the proposer on debarment or suspension lists?	Yes or <input checked="" type="radio"/> No (Please circle the correct response)

Please provide the following information in the sequence and format prescribed by this response section. The response may be submitted in a 3-ring binder, stapled, or paper clamped.

**1.0 FIRM INFORMATION (General Information)**

Contractor: J. R. Stelzer Co.

Indicate One: ☐ Sole Proprietor ☐ Partnership ☐ Other  
☒ Corporation ☐ Joint Venture

Name: James R. Stelzer Title: President

Address: 5850 Russell Drive, Suite 1

City, State & Zip: Lincoln, NE 68507

Phone: (402) 466-0726 Email Address: jrstelzer@msn.com

State and Date of Incorporation, Partnership, Ownership, Etc. Nebraska,

Incorporated June 29, 1983 Location of Principal Office:

5850 Russell Drive, Suite 1

Lincoln, NE 68507

Contact and Phone at Principal Office: James R. Stelzer, (402) 466-0726

Liability Insurance Provider and Limits of Coverage: Cincinnati Insurance Company

\$1,000,000 Primary, 2,000,000 Aggregate

\$5,000,000 Umbrella

Workers Compensation Insurance Provider: Texas Mutual Insurance Agency

Address: 6210 East Highway 290, Austin, TX 78723-1098

Contact and Phone: Sheryl Homer, (402) 475-3213

Number of Years in Business as Industrial Painting Contractor: 49 Years

Months

Claims and Suits (If the answer to any of the questions is yes, please attach details, on separate sheet of paper):

Has your organization ever failed to complete any work awarded to it?      ☐ Yes      ☒ No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?      ☐ Yes      ☒ No

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?      ☐ Yes      ☒ No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?      ☐ Yes      ☒ No

## **2.0 EXPERIENCE**

List the firm's projects over the last 5-years of Ground Storage Reservoirs of capacity larger than 1,000,000 gallons of all steel construction, include rehabilitation work included for each project. For each project provide the name, location, size of reservoir, cost, commencement date, substantial completion date, and reference contract and email. A minimum of five (5) reservoirs are required in this time period. Additional projects, including elevated storage, can be included. Percent of work completed by Proposer's own crews to be stated.

## **3.0 FINANCIAL**

**3.1** Attach a financial statement, including your organization's latest balance sheet and income statements showing the following items:

- Current assets (e.g., cash, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
- Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

**3.2** Provide name, address, and phone for bank reference.

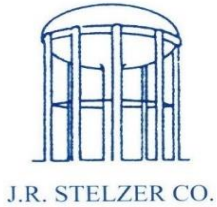
**3.3** Surety: Name of bonding company, name and address of agent. Performance and Payment bonds for 100% of the amount of the gross maximum project ("GMP") will be required upon approval of said. Proof of ability to bond will be required prior to selection.

## **4.0 SAFETY AFFIDAVIT**

Contractor shall complete and include Safety Affidavit.

**College Hills Ground Storage Tank Rehabilitation Project**  
City of North Richland Hills, TX

**2.0 Experience**



## **CITY OF BURLESON, TEXAS**

**Project:** Industrial 2.0 MG Ground Storage  
Reservoir No. 1 and No. 2 Repaint

**Start Date:** November 23, 2021

**Completion Date:** May 10, 2022

**Capacity:** 2,000,000 Gallon Ground Storage Tanks

**Specifications:**

<b>Interior Wet:</b>	SSPC-SP10 Primer Tnemec Series 94 Stripe Tnemec Series 140 Finish Tnemec Series 141
<b>Exterior:</b>	Full Containment SSPC-SP6 Primer Tnemec Series 94 Intermediate Tnemec Series 73 Finish Tnemec Series 700

**Contract Amount** \$1,353,960.00

**Owner:** Kevin North  
141 West Renfro St.  
Burleson, TX 76028  
(817) 426-9839  
knorth@burlesontx.com

**Engineer:** John W. Birkhoff, P.E.  
Birkhoff, Hendricks & Carter L.L.P.  
11910 Greenville Ave, Suite 600  
Dallas, Texas 75243  
(214) 361-7900  
jbirkhoff@bhcllp.com

95 percent work completed by J. R. Stelzer Co. crew.





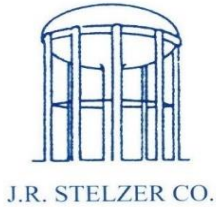




## **Burleson, TX – Industrial Ground Storage Reservoir No. 1 & No. 2 Repaint**

### **Structural Modifications**

1. Remedial Welding
2. Removed and Disposed of Existing, Ladders, Ladder Cages and Appurtenances
3. Furnished and Installed Interior Ladders
4. Furnished and Installed Exterior Ladders including Pre-Engineered Aluminum Ladder Gates
5. Furnished and Installed Fall Protection Systems on (2 exterior and 2 interior Ladders, Including Prowls, Belts and Lanyards
6. Furnished and Installed Conduit Hangars on Exterior of Reservoirs
7. Furnished and Installed Tank Level Indicator Target Systems
8. Furnished and Installed Sample Ports
9. Furnished and Installed 36-inch Square Aluminum Roof Access Hatch Covers, and 4-Inch Steel Curbs Adjacent to Ladders
10. Furnished and Installed Safety Handrails on Roof of Reservoirs at Hatch
11. Removed and Replaced Existing 18-Inch Reservoir Vents with Access Ports and Vents
12. Furnished and Welded ¼-inch Steel Plate for Patching Floor Plate in GSR Nos. 1 and 2
13. Furnished and Welded ¼-inch Steel Plate for Patching Roof Plate in GSR Nos. 1 and 2
14. Constructed Reinforced Concrete Splash Pad GSR No. 2
15. Wall Bracket Improvements in GSR No. 1
16. Modification to Center Support Structure GSR No. 1
17. Furnished and Installed 6-Inch Roof Outlets
18. Hung Roof Rafter to Wall Support in GSR No. 1



## **CITY OF MCKINNEY, TEXAS**

Project: Wilmeth Water Storage Tank Maintenance Project

Start Date: December 8, 2021

Completion Date: May 4, 2022

Capacity: 2,000,000 Gallon Elevated Storage Tank

Specifications:	Interior Wet:	SSPC-SP10 Primer Tnemec Series 94 Stripe Tnemec Series 140 Finish Tnemec Series 141
	Exterior:	Full Containment SSPC-SP6 Primer Tnemec Series 94 Intermediate Tnemec Series 73 Finish Tnemec Series 700

Contract Amount \$980,328.00

Owner: Paul Tucker  
221 N Tennessee St.  
McKinney, TX 75070  
(972) 547-7573  
ptucker@mckinneytexas.org

Engineer: Matt Hickey, P.E.  
Birkhoff, Hendricks & Carter L.L.P.  
11910 Greenville Ave, Suite 600  
Dallas, Texas 75243  
(214) 361-7900  
mhickey@bhcllp.com

85 percent work completed by J. R. Stelzer Co. crew.



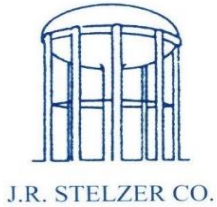
## **McKinney, TX – Wilmeth Water Storage Tank**

### **Structural Modifications**

1. Removed Existing 24-inch Inlet Pipe Stainless Steel Expansion Joint and Replaced with Specified Rubber Expansion Joint, Including Welding Additional Stainless Steel 24-inch Inlet Riser Pipe to the Existing Riser Pipe for the Shorter Lay Length of the Proposed Rubber Expansion Joint
2. Removed and Disposed of the Concrete Column Ladder Safety Cage from the Second Floor to the Dry Riser Catwalk
3. Replaced Interior Wet Ladder Fall Prevention Rail
4. Remedial Welding
5. Grinded Existing Interior Tank Floor Plate and Floor Dome Plate Weld Seams and Replaced with New Floor and Dome Plate Weld Seams, including Testing the Full Length of New Welds with a Vacuum Box
6. Removed and Replaced Existing Water Sampling Port System, including Repairs to Dry Riser at Existing Sample Port Pipe Dry Riser Penetrations and Effluent Dechlorination unit at ground Floor
7. Serviced Existing Truck Door
8. Removed and Replaced Tank Roof Vent Insect Screen
9. Replaced Existing Cathodic Protection Roof Caps with 1/4" X 2\*1/2" to 3" Diameter Seal Welded Steel Plate
10. Removed Cathodic Protection System
11. Repaired Existing Roof Dents and roof penetrations 1/4-inch and Smaller
12. Furnished and Installed Antenna Quad Pods with Two Roof Conductor Supports per Quad Pod Location
13. Removed Existing Obstruction Light and Replaced with New Obstruction Light, including All Rigid Conduit, Wiring, Fasteners, Photocell and Returned the Obstruction Light to Fully Operational
14. Furnished and Installed New Flanged 18-inch Flap Valve, including Coating the Flap Valve
15. Removed and Replaced Light Bulbs in the Pedestal Ladder and Dry Riser with LED Bulbs
16. Removed and Replaced 250-Watts Metal Halide Fixtures in Ground Floor Light Fixtures with LED Wall Pack Fixtures
17. Troubleshooting the Ladder Lights Circuit



18. Caulk and Seal Coax Communication Entrance Plates and Vents on the Concrete Pedestal
19. Removed and Replaced Conduit Pit No. 1 and 3 Aluminum Grating
20. Removed and Replaced Existing Sump Pump
21. Removed and Disposed of existing 6-foot Chain Link Fence with 3 Strand Barbed Wire, Including Existing 1-foot Wide Reinforced Concrete Mow Strip
22. Furnished and Installed Proposed 6-foot Chain Link Fence with 3-strand Barbed Wire Topper, Including 4-inch Thick x 36-inch Wide Reinforced Concrete Mow Strip on 4-inches of Cushion Sand
23. Furnished and Installed 6-foot Chain Link Fence Manway Gates



## DES MOINES WATER WORKS

Project: 2021 Tank Painting - Wilchinski Standpipe

Start Date: August 20, 2021

Completion Date: November 8, 2021

Capacity: 2,400,000 Gallon Standpipe Storage Tank

Specifications:      Interior Wet:      SSPC-SP10  
Primer Tnemec Series 94  
Intermediate Tnemec Series N140  
Stripe Tnemec Series N140  
Finish Walls Tnemec Series 140  
Finish Roof Tnemec Series 22

Exterior:      Full Containment  
Lead Removal  
SSPC-SP6  
Primer Tnemec 94 Zinc  
Intermediate Tnemec Series 73  
Finish Tnemec Series 700

Contract Amount      \$699,990.00

Owner:      Wally Burgin  
2201 George Flagg Pkwy  
Des Moines, IA 50321  
(515) 283-8730  
burgin@dmww.com

Engineer:      Tim Wilson  
Dixon Engineering  
1104 Third Ave  
Lake Odessa, MI 48849  
(641) 903-4193  
tim.wilson@dixonengineering.net

93 percent work completed by J. R. Stelzer Co. crew.





## **Des Moines Water Works – Wilchinski Standpipe**

### **Structural Modifications**

1. Replace Sidewall Manway Gaskets
2. Install a Gasket on the Wet Interior Roof Hatch
3. Overflow Modification and Flap Gate
4. Roof Platform
5. Roof Vent
6. Cathodic Clips and Coupling
7. Roof Handrail and Painter's Railing
8. Mixer Installation



## **CITY OF MAPLE GROVE, MINNESOTA**

Project: 2,000,000 Gallon Elevated Reservoir Ranchview-Tower Number 2

Start Date: April 12, 2021

Completion Date: July 27, 2021

Capacity: 2,000,000 Gallon Elevated Storage

Specifications:	Interior Wet:	SSPC-SP10 Primer Tnemec Series 94 Stripe Tnemec Series N140 Intermediate Tnemec Series N140 Finish Tnemec Series N140
	Interior Dry	SSPC-6 Primer Tnemec Series 94 2 Coats Tnemec Series 971 Finish Tnemec Series 1028
	Exterior:	Full Containment SSPC-6 Primer Tnemec Series 94 2nd Coat Tnemec Series N140 Intermediate Tnemec Series 700 Finish Tnemec Series 700

Contract Amount \$1,198,165.00

Owner: Jay Murzyn  
City of Maple Grove  
12800 Arbor Lakes Parkway  
Maple Grove, MN 55369  
(763) 494-6358  
jmurzyn@maplegrovern.gov

Engineer: Scott Kriese  
KLM Engineering, Inc.  
1976 Wooddale Drive, Suite 4  
Woodbury, MN 55125  
(651) 755-8664  
skriese@klmengineering.com

100 percent work completed by J. R. Stelzer Co. crew.



Maple Grove



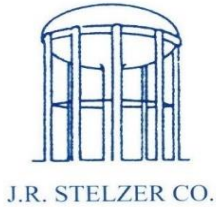
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## **Maple Grove, MN – Ranchview 2MG Elevated Water Tower**

### **Structural Modifications**

1. Caulking lap joints between dollar plate and roof plates
2. Seal Weld joints between drywell tube and top stiffener ring
3. Install 3 continuous Circular Painters rigging rails on inside roof of the wet bowl
4. New Gaskets on existing manways
5. Remove Drain plug, coupling, and line to overflow
6. Seal weld lap joints on interior wet riser
7. Install Grid-Bee GS 12 mixer and electrical
8. Install hasp and padlock on roof access manway
9. Install cable style safety climb system on Dry Tube Ladder
10. Install 8 ½" moon cable brackets in Drywell Tube.
11. Install new 24" pressure style manway
12. Install new steel fabricated enclosure for sample port system.
13. Replace 3 LED broken light fixtures
14. Install Cable style safety climb on remaining ladders
15. Reroute condensate drainpipe to overflow
16. Install stop chain on manway cover at drywell tube
17. Replace 24" diameter pressure pallet style vent.
18. Install 2, 24" roof ventilation manways
19. Replace Aviation light on roof.
20. Install Anchor Point on Exterior of drywell tube
21. Cut off stud welded nuts and seal weld angle vertical posts.
22. Install 3, 4" couplings at top of drywell tube and patch plate/seal weld abandoned penetrations.
23. Repair locking clasp on roof manway
24. Replace pedestrian access door.
25. Replace Steel Rolling garage door.
26. Caulk the baseplate where meets concrete foundation
27. Replace overflow screen with #4 screen mesh
28. Remove all unused coax couplings, antenna brackets & mounts.



## **CITY OF ALLEN, TEXAS**

Project: 2.0-MG Bethany Composite Elevated Storage Tank

Start Date: November 25, 2019

Completion Date: April 27, 2020

Capacity: 2,000,000 Gallon Elevated Storage

Specifications: Interior Wet: SSPC-SP10  
Tnemec Series 94  
Tnemec Series N141  
Exterior: Full Containment  
SSPC-6  
Primer Tnemec Series 94  
Intermediate Tnemec Series 73  
Finish Tnemec Series 700

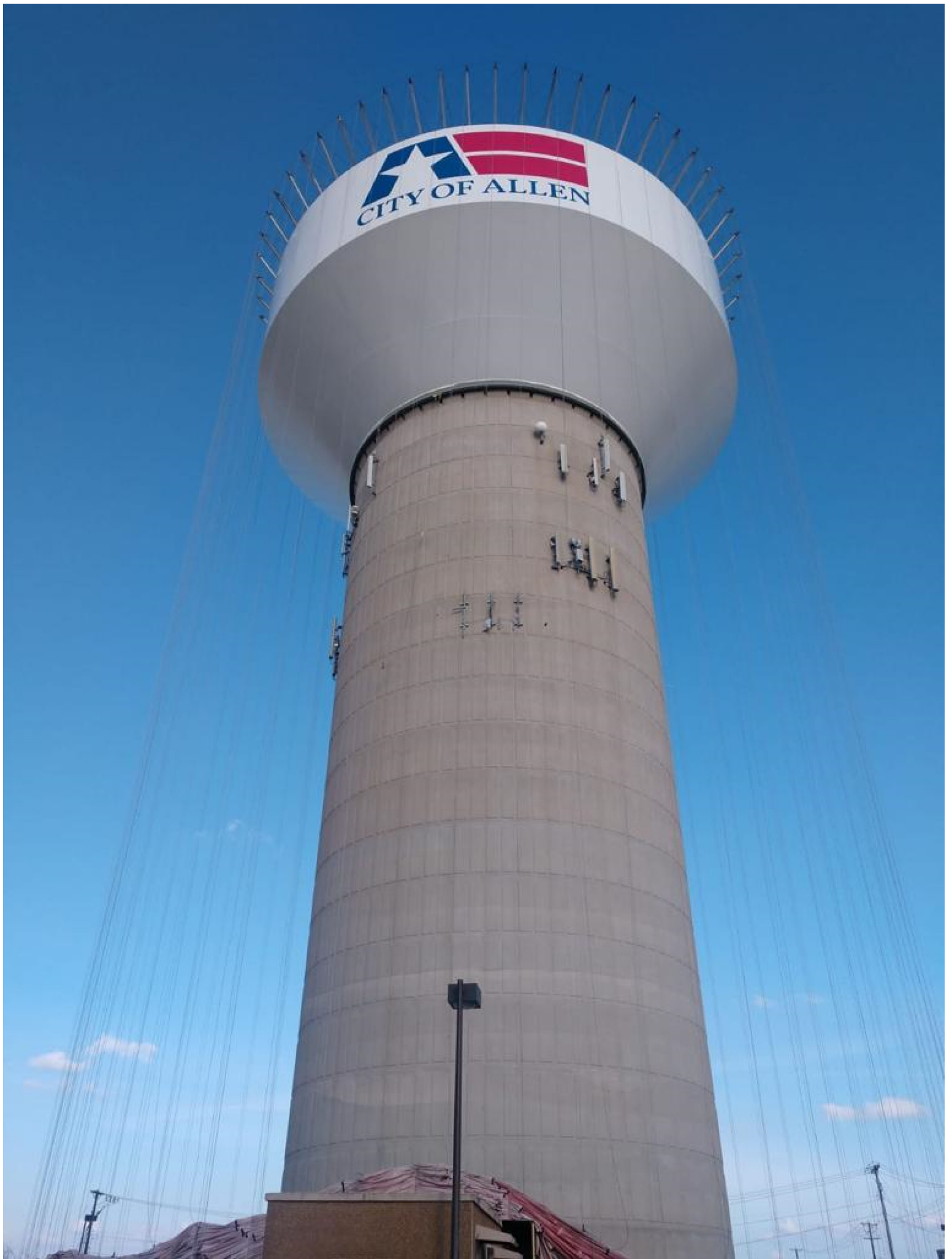
Contract Amount \$856,040.00

Owner: Ashley McDaniel  
City of Allen  
305 Century Parkway  
Allen, TX 75013  
(214) 509-4597  
amcdaniel@cityofallen.org

Engineer: John W. Birkhoff, P.E.  
Birkhoff, Hendricks & Carter L.L.P.  
11910 Greenville Ave, Suite 600  
Dallas, Texas 75243  
(214) 361-7900  
JBirkhoff@BHCLLP.COM

96 percent work completed by J. R. Stelzer Co. crew.





## **Allen, TX – 2MG Elevated Water Tower**

### **Structural Modifications**

1. Replacement of ladder support tabs exterior of dry riser
2. Replacement of all hatch gaskets
3. Remedial welding
4. Furnish & install sample port system
5. Seal with welding, three holes in roof above dry riser
6. Replace top angle of hatch frame into wet bowl on roof of tank
7. Drill weep holes in hatch frame at roof
8. Replace bolts and nuts on flap valve
9. Replace light bulbs in pedestal ladder and dry riser with LED bulbs
10. Clean and seal joint between tank column wall and mow strip
11. Remove microwave dish and appurtenances
12. Thrust cover plate removal and repairs



**College Hills Ground Storage Tank Rehabilitation Project**  
City of North Richland Hills, TX

**3.0 Financial**

3.1 Financial Statement enclosed

3.2 Bank Reference

Union Bank & Trust Company  
4243 Pioneer Woods Dr.  
Lincoln, NE 68501  
(402) 323-1795

3.3 Surety

Bonding Company:  
Merchants National Bonding, Inc.

Bonding Agent:  
Bob Cirone  
Gene Lilly Surety Bonds  
735 South 56th Street  
Lincoln, NE 68510

J.R. STELZER CO.  
LINCOLN, NEBRASKA  
JUNE 30, 2021 AND 2020

**D. A. LIENEMANN C.P.A., P.C.**  
**CERTIFIED PUBLIC ACCOUNTANTS**  
**LINCOLN, NEBRASKA**

# D. A. Lienemann, C. P. A., P. C.

Lincoln, Nebraska

EXHIBIT A  
J. R. STELZER CO.  
LINCOLN, NEBRASKA  
BALANCE SHEET

	June 30 2021	June 30 2020
<u>ASSETS:</u>		
<u>CURRENT ASSETS:</u>		
BANK - UNION BANK & TRUST COMPANY. . . . .	\$ 688,579.48	\$ 388,099.74
PETTY CASH . . . . .	550.00	550.00
CERTIFICATES OF DEPOSIT-UNION BANK & TRUST COMPANY . . . . .	248,261.87	245,299.27
TOTAL CASH AND CASH EQUIVALENTS . . . . .	\$ 937,391.35	\$ 633,949.01
ACCOUNTS RECEIVABLE (LESS: ALLOWANCE FOR DOUBTFUL ACCOUNTS) (NOTE 2) . . . . .	851,005.10	888,634.81
EMPLOYEE ADVANCE RECEIVABLE. . . . .	35,085.47	46,521.02
INVENTORY - SUPPLIES . . . . .	7,231.90	8,272.23
PREPAID EXPENSES . . . . .	41,332.58	39,103.10
CORPORATE INCOME TAX DEPOSITS. . . . .	9,440.00	1,992.00
INTEREST RECEIVABLE. . . . .	150.73	386.43
NOTE RECEIVABLE - STOCKHOLDER (NOTE 3) . . . . .	214,939.70	289,332.12
COSTS INCURRED AND INCOME RECOGNIZED IN EXCESS OF BILLINGS ON UNCOMPLETED CONTRACTS (NOTE 5). . . . .	298,630.94	51,503.56
TOTAL CURRENT ASSETS. . . . .	\$2,395,207.77	\$1,959,694.28
<u>FIXED ASSETS:</u>		
OFFICE EQUIPMENT, TRUCKS AND AUTOS, AND EQUIPMENT (LESS: ACCUMULATED DEPRECIATION) (NOTE 4) . . . . .	816,852.79	474,596.60
<u>OTHER ASSETS:</u>		
SUSPENSE . . . . .	0.00	10,000.00
NOTE RECEIVABLE - STOCKHOLDER (NOTE 3) . . . . .	1,371,168.33	1,386,045.48
SMALL TOOLS. . . . .	6,803.00	6,803.00
FEDERAL & STATE CORP. INCOME TAXES - DEFERRED (NOTE 6) . . . . .	3,959.90	3,883.44
TOTAL OTHER ASSETS. . . . .	\$1,381,931.23	\$1,406,731.92
<u>TOTAL ASSETS</u> . . . . .	<u>\$4,593,991.79</u>	<u>\$3,841,022.80</u>

SEE ACCOUNTANT'S REPORT  
SEE NOTES TO FINANCIAL STATEMENTS

D. A. Lienemann, C. P. A., P. C.

Lincoln, Nebraska

EXHIBIT A  
J. R. STELZER CO.  
LINCOLN, NEBRASKA  
BALANCE SHEET

	June 30 2021	June 30 2020
<u>LIABILITIES:</u>		
<u>CURRENT LIABILITIES:</u>		
ACCOUNTS PAYABLE . . . . .	\$ 326,024.33	\$ 241,289.10
STATE WITHHOLDING TAXES PAYABLE . . . . .	15,796.54	9,389.89
U.C. TAXES PAYABLE . . . . .	941.80	513.34
EMPLOYEE DEDUCTIONS PAYABLE . . . . .	801.68	400.84
FEDERAL & STATE CORP. INCOME TAXES PAYABLE-CURRENT (NOTE 6) . . . . .	31,782.43	45,502.91
INSURANCE PAYABLE . . . . .	51,395.00	38,198.00
SALARIES PAYABLE . . . . .	11,837.01	28,223.49
SALES TAX PAYABLE . . . . .	0.00	2,278.50
NOTE PAYABLE - SBA PPP LOAN . . . . .	0.00	224,300.00
BILLINGS IN EXCESS OF COSTS INCURRED AND INCOME RECOGNIZED ON UNCOMPLETED CONTRACTS (NOTE 5) . . . . .	0.00	10,603.69
TOTAL CURRENT LIABILITIES . . . . .	\$ 438,578.79	\$ 600,699.76
<u>OTHER LIABILITIES:</u>		
FEDERAL & STATE CORP. INCOME TAXES - DEFERRED (NOTE 6) . . . . .	203,069.61	115,706.65
TOTAL OTHER LIABILITIES . . . . .	\$ 203,069.61	\$ 115,706.65
TOTAL LIABILITIES . . . . .	\$ 641,648.40	\$ 716,406.41
<u>STOCKHOLDERS' EQUITY:</u>		
COMMON STOCK - PAR VALUE \$1.00 PER SHARE		
AUTHORIZED STOCK - 10,000 SHARES		
ISSUED AND OUTSTANDING STOCK - 5,000 SHARES . . . . .	5,000.00	5,000.00
PAID IN CAPITAL . . . . .	5,000.00	5,000.00
RETAINED EARNINGS (EXHIBIT B) . . . . .	3,942,343.39	3,114,616.39
TOTAL STOCKHOLDERS' EQUITY . . . . .	\$3,952,343.39	\$3,124,616.39
<u>TOTAL LIABILITIES &amp; STOCKHOLDERS' EQUITY . . . . .</u>	<u>\$4,593,991.79</u>	<u>\$3,841,022.80</u>

SEE ACCOUNTANT'S REPORT  
SEE NOTES TO FINANCIAL STATEMENTS

# A. A. Lienemann, C. P. A., P. C.

Lincoln, Nebraska

## EXHIBIT B

J. R. STELZER CO.

LINCOLN, NEBRASKA

STATEMENT OF INCOME

STATEMENT OF RETAINED EARNINGS

	Year Ended June 30 2021	Year Ended June 30 2020
REVENUE - CONSTRUCTION CONTRACTS:		
PAINTING/DECORATING. . . . .	.\$ 278,040.24	\$ 759,872.42
STEEL STRUCTURES . . . . .	5,748,725.89	4,304,331.11
TOTAL SALES . . . . .	.\$6,026,766.13	\$5,064,203.53
DISCOUNTS & ALLOWANCES . . . . .	0.00	0.00
NET REVENUE - CONSTRUCTION CONTRACTS. . . . .	.\$6,026,766.13	\$5,064,203.53
COST OF GOODS SOLD:		
BEGINNING INVENTORY. . . . .	8,272.23	8,505.47
MATERIALS - PAINTING/DECORATING. . . . .	15,420.78	11,218.57
MATERIALS - STEEL STRUCTURES . . . . .	799,624.00	454,584.71
SAND, STEEL GRIT & BLAST MEDIA . . . . .	182,075.28	122,489.78
SUPPLIES . . . . .	7,852.10	9,107.03
THINNERS . . . . .	37,262.67	35,103.77
CONTRACT LABOR . . . . .	784,900.54	955,631.09
JOB EXPENSE. . . . .	1,041,145.64	871,717.65
SALARIES - PAINTING/DECORATING . . . . .	104,568.05	237,281.26
SALARIES - STEEL STRUCTURES. . . . .	685,079.80	431,351.50
PAYROLL TAXES. . . . .	63,903.27	54,063.78
WORKMANS COMPENSATION INSURANCE. . . . .	100,883.50	68,304.09
GENERAL LIABILITY INSURANCE. . . . .	49,723.00	47,717.00
	.\$3,880,710.86	\$3,307,075.70
LESS ENDING INVENTORY. . . . .	7,231.90	8,272.23
COST OF GOODS SOLD. . . . .	.\$3,873,478.96	\$3,298,803.47
<u>GROSS PROFIT</u> . . . . .	<u>.\$2,153,287.17</u>	<u>\$1,765,400.06</u>

SEE ACCOUNTANT'S REPORT  
SEE NOTES TO FINANCIAL STATEMENTS

# B. A. Lienemann, C. P. A., P. C.

Lincoln, Nebraska

## EXHIBIT B

J. R. STELZER CO.

LINCOLN, NEBRASKA

STATEMENT OF INCOME

STATEMENT OF RETAINED EARNINGS

	<u>Year Ended</u> <u>June 30</u> <u>2021</u>	<u>Year Ended</u> <u>June 30</u> <u>2020</u>
NET REVENUE - CONSTRUCTION CONTRACTS . . . . .	\$6,026,766.13	\$5,064,203.53
COST OF GOODS SOLD . . . . .	<u>3,873,478.96</u>	<u>3,298,803.47</u>
GROSS PROFIT . . . . .	\$2,153,287.17	\$1,765,400.06
<u>OPERATING EXPENSES:</u>		
<u>OFFICE EXPENSES:</u>		
OFFICERS SALARIES. . . . .	93,200.00	98,200.00
OFFICE SALARIES. . . . .	351,580.82	198,605.74
PAYROLL TAXES. . . . .	34,586.74	21,364.03
WORKMANS COMPENSATION INSURANCE. . . . .	12,361.00	5,881.00
GENERAL LIABILITY INSURANCE. . . . .	4,241.00	3,498.00
OFFICE RENT. . . . .	144,000.00	120,000.00
OFFICE UTILITIES . . . . .	17,817.75	13,876.53
OFFICE MAINTENANCE . . . . .	8,634.03	58,346.79
GARBAGE. . . . .	2,703.76	2,789.76
ADVERTISING. . . . .	2,266.05	2,365.40
DUES & SUBSCRIPTIONS . . . . .	16,333.44	5,638.08
OFFICE EQUIPMENT RENTAL. . . . .	3,127.64	18.69
OFFICE SUPPLIES. . . . .	8,472.44	7,034.59
POSTAGE. . . . .	2,759.41	2,423.45
TELEPHONE. . . . .	8,536.64	7,002.02
PLANS & SPECIFICATIONS . . . . .	352.81	265.00
PENALTIES - NON-DEDUCTIBLE . . . . .	119.23	0.00
INSURANCE. . . . .	9,129.00	5,964.00
INTEREST . . . . .	2,485.99	602.27
DEPRECIATION . . . . .	119.73	287.29
LEGAL & PROFESSIONAL . . . . .	9,916.66	10,092.14
INSURANCE - EMPLOYEES. . . . .	71,078.49	58,255.43
TRAVEL EXPENSE . . . . .	3,005.27	6,748.41
CONVENTIONS. . . . .	13,957.41	17,750.66
BUSINESS MEALS & ENTERTAINMENT . . . . .	1,017.98	229.61
BAD DEBTS. . . . .	0.00	0.00
MISCELLANEOUS EXPENSE. . . . .	<u>2,838.97</u>	<u>1,030.48</u>
TOTAL OFFICE EXPENSES . . . . .	\$ 824,642.26	\$ 648,269.37

SEE ACCOUNTANT'S REPORT  
SEE NOTES TO FINANCIAL STATEMENTS

# D. A. Lienemann, C. P. A., P. C.

Lincoln, Nebraska

## EXHIBIT B

J. R. STELZER CO.

LINCOLN, NEBRASKA

### STATEMENT OF INCOME

### STATEMENT OF RETAINED EARNINGS

	Year Ended June 30 2021	Year Ended June 30 2020
<b>FIELD EXPENSES:</b>		
DEPRECIATION . . . . .	\$ 155,733.05	\$ 101,137.87
INSURANCE. . . . .	32,294.00	48,435.19
TAXES - PERSONAL PROPERTY. . . . .	2,256.64	2,698.28
TAXES - OTHER. . . . .	2,006.24	20,258.69
EQUIPMENT MAINTENANCE & REPAIR . . . . .	46,646.71	43,214.34
VEHICLE MAINTENANCE & REPAIR . . . . .	13,474.71	18,626.71
GAS & OIL. . . . .	5,880.41	5,272.97
LICENSE & PERMITS. . . . .	9,495.37	8,033.82
TOOLS & SUPPLIES . . . . .	18,318.05	22,803.20
MISCELLANEOUS FIELD EXPENSE. . . . .	18,907.45	8,649.37
TOTAL FIELD EXPENSES. . . . .	\$ 305,012.63	\$ 279,130.44
TOTAL OPERATING EXPENSES. . . . .	\$ 1,129,654.89	\$ 927,399.81
NET OPERATING PROFIT. . . . .	\$ 1,023,632.28	\$ 838,000.25
<b>OTHER INCOME:</b>		
GAIN FROM DEBT FORGIVENESS-PAYROLL PROTECTION PROGRAM LOAN . . . . .	226,785.99	0.00
INTEREST INCOME. . . . .	41,442.88	27,955.66
MISCELLANEOUS INCOME . . . . .	0.01	0.00
GAIN (LOSS) ON SALE OF ASSETS. . . . .	24,330.00	0.00
EMPLOYEE VEHICLE REIMBURSEMENTS. . . . .	2,364.77	2,891.54
TOTAL OTHER INCOME. . . . .	\$ 294,923.65	\$ 30,847.20
NET PROFIT BEFORE TAXES . . . . .	\$ 1,318,555.93	\$ 868,847.45
<b>INCOME TAX BENEFIT (EXPENSE):</b>		
FEDERAL & STATE CORPORATE INCOME TAXES - CURRENT (NOTE 6). . . . .	(203,542.43)	(215,810.91)
FEDERAL & STATE CORPORATE INCOME TAXES - DEFERRED (NOTE 6) . . . . .	(87,286.50)	(21,679.29)
<b>NET BUSINESS PROFIT. . . . .</b>	<b>\$ 1,027,727.00</b>	<b>\$ 631,357.25</b>
<b>RETAINED EARNINGS:</b>		
BEGINNING RETAINED EARNINGS. . . . .	\$ 3,114,616.39	\$ 2,783,259.14
NET BUSINESS PROFIT. . . . .	1,027,727.00	631,357.25
DIVIDENDS. . . . .	(200,000.00)	(300,000.00)
<b>ENDING RETAINED EARNINGS. . . . .</b>	<b>\$ 3,942,343.39</b>	<b>\$ 3,114,616.39</b>

SEE ACCOUNTANT'S REPORT  
SEE NOTES TO FINANCIAL STATEMENTS

**College Hills Ground Storage Tank Rehabilitation Project**  
City of North Richland Hills, TX

**4.0 Safety Affidavit**



**AFFIDAVIT OF SAFETY RECORD**

**MUST BE RETURNED AS PART OF BID**

(I)(We) the undersigned do declare and affirm that (my)(our) firm or corporation has not received citations from the Occupational Safety and Health Administration (OSHA) within the past five (5) years and (I)(We) do further declare and affirm that (my)(our) firm or corporation has not experienced worker injuries related to construction safety on projects within the past five (5) years.

J. R. Stelzer Co.

Name of Contractor

Name of Firm

James R. Stelzer, President

Officer's Name & Title

Officer's Name & Title

James R. Stelzer  
Signature of Officer

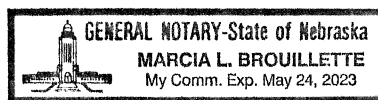
Signature of Officer

Date: 8-25-2022

Date:

~~STATE OF TEXAS~~ <sup>NEBRASKA</sup>  
COUNTY OF Lancaster §  
§  
§

SUBSCRIBED AND SWORN TO before me this 25<sup>th</sup> day of August, 2022.



Notary Public, State of ~~Texas~~ <sup>Nebraska</sup>

Marcia L. Brouillette

## 5.0 REFERENCES

Provide at least five (5) client references for projects similar in size, scope and cost. Please provide name of agency/business, contact name, contact phone number, and contact e-mail address. \*\*\* Please see 2.0 Experience \*\*\*

## 6.0 WORK PLAN

Provide a work plan that reflects the Proposer's understanding of the project. Include time line or each phase of the work.

## 7.0 RESUME

Provide resume of the Superintendent that will be assigned to this project. This person will not be allowed to be replaced without prior approval by the City.

## 8.0 CONTRACTOR STATEMENT

Contractor shall include a statement of why they are superior to the field of industrial painters.

## 9.0 SUB-CONTRACTING

Seventy-Five percent of work under this Proposal shall be completed by the Prime Contractor submitting this project.

Percent Work to be completed by Prime ..... 97 %

Dollar Amount of Work to be completed by Prime ..... \$1,250,380.00

Type of work to be completed by Prime:

Sandblasting, Painting, Welding

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Type of work to be completed by Sub-Contractor:

<u>Type of Work</u>	<u>Sub-Contractors' Name</u>
<u>Access Port &amp; Vent</u>	<u>Axis Construction, L.P.</u>
<u>Reinforced Concrete Flume</u>	<u></u>
<u>Concrete Pads at Well Heads</u>	<u></u>
<u>Reinforced Concrete Valve Box Pads</u>	<u></u>

## **College Hills Ground Storage Tank Rehabilitation**

### **City of North Richland Hills, TX**

#### **6.0 Work Plan**

Following award of contract, our intention is to diligently work to provide all submittal requirements.

Then, we would move forward to procure materials that need to be fabricated such as the interior and exterior ladders, roof safety hand railings, aluminum roof hatch, etc., so they are ready when the crew arrives.

We will mobilize to the jobsite with our equipment trailers for containment, sandblasting, coating, dust collection, and dehumidification.

We will do as many steel modifications as possible before the blasting and coating begins such as removing existing ladders and ladder cages, installing new ladders, installing roof handrailing, removing roof vent, etc. Our plan is to reduce the amount of time that the reservoir needs to be out of service. However, several of the welding items and repairs are of course necessary after the reservoir is drained.

Then, we will build our TEPE containment system as well as get our rigging and equipment set up for the blasting and coating. During blasting and coating, we will use our 40,000cfm ECS Dust Collector for excellent dust collection and ventilation. For Dehumidification we will use our Stulz 5000cfm portable Dessicant Dehumidifier that is powered by a CAT 125kw Portable Generator. All blasting and coating will be done according to the specifications and applied with our experienced and professional applicators. Note: the final coat of exterior paint on the roof will be done after the containment apparatus is removed.

We plan to have rigging for both inside and outside set up at the same time and therefore have the ability to work in either location depending on the weather conditions, such as wind. However, our goal would be to focus on the interior wet to completion before finishing the outside coating, thus allowing for the proper cure time as per the safety/product data sheets.

We have noted that there are some trees in the area around the tank, and therefore plan to make every effort to minimize any disturbance to the trees in the area. If any branches are

obstructing our ability to install containment or perform the work properly, J.R. Stelzer Co. will discuss with the city and come to agreement before any tree or branches are removed.

After the blasting is complete, sampling of the spent abrasive will be done prior to any disposal. Testing will consist of composite samples analyzed for 8 RCRA metals by TCLP (Toxicity, Characteristic Leaching Procedure). With the inspection report showing levels of lead and on the existing coating, proper procedures will be taken. Recyclable steel grit, or a blastox additive to the sand blast media may be used in order to reduce the amount of potentially hazardous waste generated. Disposal of the spent abrasive will occur at a permitted landfill and will be hauled by trucks and trailers. All documentation will be submitted to the owner and engineer for approval, prior to disposal.

The property will be monitored and picked up daily for garbage and debris to ensure a clean work site throughout the project.

We will then finish any modifications that need to be done after the blast and paint, such as installing the new roof vent, aluminum roof hatch, safety climb systems, etc.

After the finish coat has reached the full cure time and is cleared for immersion, all rigging equipment will be removed. We then will work with the city to flush the stagnant water from the supply line and chlorinate the wet area as per specification. We will then secure, close all the hatches and the reservoir will be filled.

The reservoir could be put back into service at this point in the job.

After all installations affecting the reservoir is complete, we will demobilize and prepare for any site restoration that needs to occur. J. R. Stelzer Co. will leave the jobsite in as good or better condition than when we arrived.

**College Hills Ground Storage Tank Rehabilitation**  
City of North Richland Hills, TX

**7.0 Resume**

**Orlando Olvera**

Terrell, Texas

**Project Superintendent**

Mr. Olvera began working with the J. R. Stelzer Company in March 2004. For a period of eighteen (18) years, he has been working on both elevated and ground storage tank painting projects in all capacities. He has served as project superintendent for the last fifteen (15) years, is experienced with containment systems, monitoring devices, sandblasting equipment, painting equipment, safety and specifics needed to perform top quality work. Stake holders appreciate Mr. Olvera's timely progress updates.

Mr. Olvera's certifications include:

- OSHA Suspended Worker Safety Clinic – January, 2017
- OSHA 10-hour Training Course in Construction Safety and Health – January, 2020, March, 2015 and February, 2011
- OSHA 8-hour Seminar in OSHA 1926 – April, 2012
  - Subpart D – Occupational Health & Environmental Controls
  - Subpart L – Scaffolds in Construction
  - Subpart M – Fall Protection

**College Hills Ground Storage Tank Rehabilitation**  
City of North Richland Hills, TX

**8.0 Contractor Statement**

We appreciate this opportunity to provide our proposal for the above referenced project. We have also attached references per "Contractor's Qualifications".

J. R. Stelzer Co. has been in business since 1973 [49 years] and have completed hundreds of water tower painting projects since. We do not claim to finish projects in record time, but we do claim to use the right process of day-to-day decisions, resulting in the completion of superior coating applications.

Perhaps the most significant comment we could make when describing our capabilities to perform this project would be summed up by stating that all aspects of the work have been thoroughly reviewed and certain anticipations of difficulties have been accounted for.

As a General Contractor/Painting Contractor, I feel extremely fortunate to work regularly with Joe Swinnea of Axis Construction. You should know that we both bid/propose work based on all the detail necessary to perform the work as specified or better. We enjoy bidding projects to those owners who appreciate the extra attention to detail.

We appreciate the consideration and the opportunity.

J. R. Stelzer Co.

## **10.0 EVALUATION PROCESS AND SELECTION CRITERIA**

Proposals will be reviewed by an evaluation team for the purpose of identifying and recommending the most qualified candidate.

Additionally, each response will be reviewed to determine if it is complete by each reviewer of the selection committee. Should one reviewer find the submittal unresponsive, the submittal will not qualify for further evaluation. Consequently, the City of North Richland Hills reserves the right to eliminate any response which is deemed to be substantially or materially unresponsive to the requests for information contained in their section. The intent of this format is fairness and consistency in review for all those that participate. Proposals will be evaluated with respect to the content of the submittal and substantiating evidence presented therein, and not on the basis of what is inferred.

RFP responses shall remain confidential until the contract has successfully been awarded.

Receipt of responses does not bind the City to any contract for said services. The City reserves the right to reject all proposals, waive informalities, reject nonconforming or conditional responses, and accept the one which, in its judgment, is in the best interest of the City of North Richland Hills.

The City will give prime consideration to the contractor with significant and current experience similar to the services requested in this section. The City reserves the right to negotiate with any qualified respondent (in accordance with the Texas Local Government Code) and shall not be obligated to enter into any contract with a contractor on any terms and conditions.

**PROPOSAL  
TO  
CITY OF NORTH RICHLAND HILLS FOR  
COLLEGE HILLS GST REHABILITATION**

DATE: August 25, 2022

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Notice to Bidders, Contract Agreement, General Conditions, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work. The undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and other items incidental to construction that may be necessary to complete all the work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute a contract and bonds (where required), according to the accompanying forms, for performing and completing the said work within the time stated, and maintaining same as required by the detailed specifications for the prices stated on the following forms.

It is understood and agreed to commence work within ten (10) days after the date written notice to do so shall have been given to him and to complete the work on which he has bid by April 28, 2023, **2022**, as provided in the General Conditions of the contract.

Accompanying this proposal is a (Certified or Cashier's Check payable to the Owner) (Bid Bond) in the amount of Sixty-Four Thousand Six Hundred Eighteen and 00/100 ----- Dollars (\$ 64,618.00).

The bidder agrees that this check or bond will be held by the City as security until a contract is awarded or all bids rejected. The City will be allowed sixty (60) days from date of bid opening to make this decision. In case award is not made on this proposal, the security check or bid bond will be returned to the undersigned bidder.

It is understood that the Owner reserves the right to reject any and all bids.



## BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
1	1	L.S.	For Preparing, Submitting & Having City Accept Interior, Exterior & Site Restoration Plan of Work (Limited to 0.5% of Total Bid) complete in place, the sum of _____	4,000.00	4,000.00
			<u>Four Thousand</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Lump Sum		
2	1	L.S.	For Furnishing, Installing, Maintaining & Removing Full Containment System with Roof Containment complete in place, the sum of _____	140,000.00	140,000.00
			<u>One Hundred</u>		
			<u>Forty Thousand</u> Dollars		
			and <u>00/100</u> ----- Cents per Lump Sum		
3	1	L.S.	For the Exterior Blasting of Reservoir and Appurtenances, including Disposal of Spent Media complete in place, the sum of _____	117,350.00	117,350.00
			<u>One Hundred Seventeen Thousand</u>		
			<u>Three Hundred Fifty</u> Dollars		
			and <u>00/100</u> ----- Cents per Lump Sum		
4	1	L.S.	For Exterior Coating System for Reservoir and Appurtenances complete in place, the sum of _____	234,700.00	234,700.00
			<u>Two Hundred Thirty-Four Thousand</u>		
			<u>Seven Hundred</u> Dollars		
			and <u>00/100</u> ----- Cents per Lump Sum		
5	3	Ea.	For Exterior Logo (Words & Graphics) complete in place, the sum of _____	1,200.00	3,600.00
			<u>One Thousand Two Hundred</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Each		
6	1	L.S.	For Interior Dehumidification of System for Reservoir complete in place, the sum of _____	35,000.00	35,000.00
			<u>Thirty-Five Thousand</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Lump Sum		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
7	1	L.S.	For the Interior Blasting of Reservoir and Appurtenances, including Disposal of Spent Media complete in place, the sum of _____	200,950.00	200,950.00
			Two Hundred Thousand _____		
			Nine Hundred Fifty _____ Dollars		
			and 00/100 ----- Cents per Lump Sum		
8	1	L.S.	For the Interior Coating of Reservoir and Appurtenances complete in place, the sum of _____	263,700.00	263,700.00
			Two Hundred Sixty-Three Thousand _____		
			Seven Hundred _____ Dollars		
			and 00/100 ----- Cents per Lump Sum		
9	18	Hrs.	For Remedial Welding by a Certified Welder & Support Personnel along with Equipment & Materials, as Authorized in Writing by the City complete in place, the sum of _____	180.00	3,240.00
			_____		
			One Hundred Eighty _____ Dollars		
			and 00/100 ----- Cents per Hour		
10	1	Ea.	Removal and Disposal of Existing Interior Ladder and Appurtenances, and Furnishing and Installing Interior Ladder complete in place, the sum of _____	14,600.00	14,600.00
			Fourteen Thousand _____		
			Six Hundred _____ Dollars		
			and 00/100 ----- Cents per Each		
11	1	Ea.	Removal and Disposal of Existing Exterior Ladder and Appurtenances and Furnishing and Installing Exterior Ladder and Pre-engineered Aluminum Ladder Gate complete in place, the sum of _____	14,500.00	14,500.00
			Fourteen Thousand _____		
			Five Hundred _____ Dollars		
			and 00/100 ----- Cents per Each		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
12	1	L.S.	Furnish & Install Fall Protection System on Two Ladders, including Prowls, Belts & Lanyards complete in place, the sum of _____	15,000.00	15,000.00
			<u>Fifteen Thousand</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Lump Sum		
13	24	Ea.	Furnish & Install Conduit Hangars on Exterior of Reservoir complete in place, the sum of _____	110.00	2,640.00
			<u>One Hundred Ten</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Each		
14	1	L.S.	For Patching 4-Inch Pipe Outlet in Steel Plate near Ground Level complete in place, the sum of _____	500.00	500.00
			<u>Five Hundred</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Lump Sum		
15	1	Ea.	Furnishing & Installing Tank Level Indicator Target System complete in place, the sum of _____	14,000.00	14,000.00
			<u>Fourteen Thousand</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Each		
16	1	Ea.	Furnish & Install Sample Port complete in place, the sum of _____	4,160.00	4,160.00
			<u>Four Thousand</u>		
			<u>One Hundred Sixty</u> Dollars		
			and <u>00/100</u> -----		
17	1	Ea.	Cents per Each	6,500.00	6,500.00
			For Furnishing & Installing 36-Inch Square Aluminum Roof Access Hatch Cover, and 4-Inch Steel Curb Adjacent to Ladder complete in place, the sum of _____		
			<u>Six Thousand Five Hundred</u> Dollars		
			and <u>00/100</u> -----		

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
18	1	Ea.	For Furnishing & Installing 36-Inch Square Aluminum Roof Access Hatch Cover, 4-Inch Steel Curb and Steel Roof Plate Replacement at Supplemental Hatch complete in place, the sum of _____	8,000.00	8,000.00
			<u>Eight Thousand</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Each		
19	2	Ea.	For Furnishing & Installing Safety Handrail on Roof of Reservoir at Primary and Supplemental Hatch complete in place, the sum of _____	7,300.00	14,600.00
			<u>Seven Thousand</u>		
			<u>Three Hundred</u> Dollars		
			and <u>00/100</u> -----		
20	1	Ea.	For Removing & Replacing Existing 18-Inch Reservoir Vent with Access Port and Vent complete in place, the sum of _____	15,220.00	15,220.00
			<u>Fifteen Thousand</u>		
			<u>Two Hundred Twenty</u> Dollars		
			and <u>00/100</u> -----		
21	550	S.F.	For Furnishing & Welding 1/4-inch Steel Plate, if Required and Approved by the City for Patching Floor Plate complete in place, the sum of _____	150.00	82,500.00
			<u>One Hundred Fifty</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Square Foot		
22	550	S.F.	For Furnishing & Welding 1/4-inch Steel Plate, if Required and Approved by the City for Patching Roof Plate complete in place, the sum of _____	150.00	82,500.00
			<u>One Hundred Fifty</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Square Foot		
TOTAL AMOUNT BID (Items 1 Through 22)					1,277,260.00

### ADDITIVE ALTERNATE BID SCHEDULE

Item No.	Estimated Quantity	Unit	Description and Price in Words	Price in Figures	Extended Amount
201	3	Ea.	Prepare and Paint Steel Doors and Steel Frames at the Onsite Pump Station complete in place, the sum of _____	300.00	900.00
			<u>Three Hundred</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Each		
202	1	L.S.	Furnishing & Placing Reinforced Concrete Flume Along Fence Line complete in place, the sum of _____	2,400.00	2,400.00
			<u>Two Thousand Four Hundred</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Lump Sum		
203	2	Ea.	For Construction of Reinforced Concrete Pads at Well Head complete in place, the sum of _____	3,800.00	7,600.00
			<u>Three Thousand</u>		
			<u>Eight Hundred</u> Dollars		
			and <u>00/100</u> -----		
204	12	Ea.	Furnishing & Placing Reinforced Concrete Valve Stack Pad complete in place, the sum of _____	350.00	4,200.00
			<u>Three Hundred Fifty</u> Dollars		
			and <u>00/100</u> -----		
			Cents per Each		
TOTAL AMOUNT BID (Items 201 through 204)					15,100.00



JRSTEL1

OP ID: TG

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 08/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Copple Insurance Agency, Inc. 1640 L Street, Suite A Lincoln, NE 68508- Sheryl Homer	<b>402-475-3213</b> <b>CONTACT NAME:</b> Tammy Gushard <b>PHONE (A/C, No, Ext):</b> 402-475-3213 <b>FAX (A/C, No):</b> 402-475-6842 <b>E-MAIL ADDRESS:</b> tammy@coppleinsurance.com														
<b>INSURED</b> J R Stelzer Co 5850 Russell Dr Lincoln, NE 68507-3129	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td><b>INSURER B:</b> Texas Mutual Insurance Co</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Cincinnati Insurance Company	10677	<b>INSURER B:</b> Texas Mutual Insurance Co		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR         </div>			EPP0193899	07/01/2022	07/01/2023	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/>						MED EXP (Any one person) \$ <b>5,000</b>
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ <b>2,000,000</b>	
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <div style="margin-left: 20px;"> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS  <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY         </div>			EPP0193899	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/>						BODILY INJURY (Per person) \$
	<input type="checkbox"/>						BODILY INJURY (Per accident) \$
	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below							
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EPP0193899	07/01/2022	07/01/2023	EACH OCCURRENCE \$ <b>4,000,000</b>
	<input type="checkbox"/>						AGGREGATE \$ <b>4,000,000</b>
	<input type="checkbox"/>						
DED <input type="checkbox"/> RETENTION \$							
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0001136128	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<input type="checkbox"/>						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	<input type="checkbox"/>						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
	<input type="checkbox"/>						E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITYN-2</b>  City of North Richland Hills 4301 City Point Drive North Richland Hills, TX 76180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

## STATE RECIPROCAL REQUIREMENT

The City of Burleson, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

1. Where is your principal place of business? Nebraska
2. Only if your principal place of business is not in the state of Texas, please indicate:
  - A. In which state is your principal place of business located? Nebraska
  - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage?  
☐ Yes ☒ No
  - C. If "YES", what is that dollar increment or percentage? \_\_\_\_\_

---

## NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: J. R. Stelzer Co.  
Address: 5850 Russell Drive, Suite 1  
City, State, Zip: Lincoln, NE 68507  
Phone (402) 466-0726  
Email Address: jrstelzer@msn.com

Bidder (Print name) James R. Stelzer

Bidder Signature

James R. Stelzer

Position with Company

President

Signature of Company Official  
Authorizing this Bid:

James R. Stelzer

Company Official (Print name):

James R. Stelzer

Position with Company:

President



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

J R Stelzer Co.  
5850 Russell, Suite 1  
Lincoln, NE 68507

**SURETY:**

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of North Richland Hills  
4301 City Point Drive  
North Richland Hills, TX 76180

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

College Hills GTS Rehabilitation Project Bid No. 22-025


Project Number, if any:


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

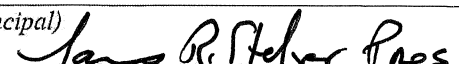
Signed and sealed this 19th day of August, 2022

  
(Witness)

  
(Witness)


J R Stelzer Co.

(Principal)

 (Seal)

(Title) James R. Stelzer, President  
Merchants National Bonding, Inc.

(Surety)

 (Seal)

(Title) James M. King, Attorney-in-Fact

Init.



**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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Seth Weedon; Tamala J Hurlbut; Thomas L King

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 adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

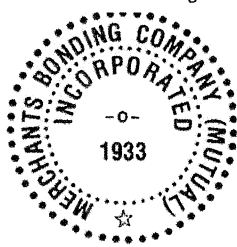
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 20th day of August, 2020.



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

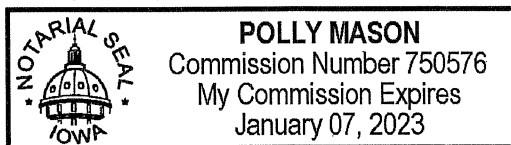
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 20th day of August, 2020, 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.



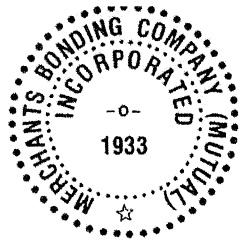
*Polly Mason*

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 19th day of August, 2022.



*William Warner Jr.*

Secretary



CITY OF NORTH RICHLAND HILLS

Purchasing

**Wednesday August 17, 2022**

**RFP 22-025 COLLEGE HILLS GST REHABILITATION PROJECT**

**ADDENDUM ONE:**

- 1) RFP closing has been extended to **2:00 PM (CST) Friday August 26, 2022**
- 2) Deadline for questions has been extended to **12:00 PM (CST) Monday August 22, 2022**
- 3) A pre-bid / site visit has been scheduled for **10:00 AM (CST) Friday August 19, 2022**  
Location: 6105 Davis Blvd  
North Richland Hills, TX 76180

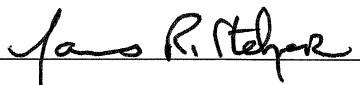
**THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.**

Acknowledge receipt of this addendum by inserting this page with your RFP response.  
This addendum form is a part of the contract documents and it so modifies, amends, deletes  
and/or adds to the original RFP document.

Name and Address of Company:

J. R. Stelzer Co.  
5850 Russell Drive  
Suite 1  
Lincoln, NE 68507

Authorized Representative:

Signature:   
Name: James R. Stelzer  
Title: President  
Phone: (402) 466-0726  
Email: jrstelzer@msn.com



CITY OF NORTH RICHLAND HILLS

Purchasing

Wednesday August 17, 2022

**RFP 22-025 COLLEGE HILLS GST REHABILITATION PROJECT**

**ADDENDUM TWO:**

- 1) The attached documents provide updates and a schematic drawing.


**THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFB RESPONSE.**

Acknowledge receipt of this addendum by inserting this page with your RFP response. This addendum form is a part of the contract documents and it so modifies, amends, deletes and/or adds to the original RFP document.

Name and Address of Company:

J. R. Stelzer Co.  
5850 Russell Drive  
Suite 1  
Lincoln, NE 68507

Authorized Representative:

Signature:   
Name: James R. Stelzer  
Title: President  
Phone: (402) 466-0726  
Email: jrstelzer@msn.com



CITY OF NORTH RICHLAND HILLS

Purchasing

Wednesday August 24, 2022

**RFP 22-025 COLLEGE HILLS GST REHABILITATION PROJECT**

**ADDENDUM THREE:**

- 1) **STATE RECIPROCAL REQUIREMENT form is attached**
- 2) **AFFIDAVIT OF SAFETY RECORD form is attached.**

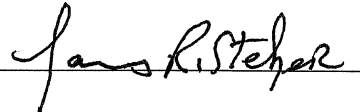
**THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH YOUR RFP RESPONSE.**

Acknowledge receipt of this addendum by inserting this page with your RFP response. This addendum form is a part of the contract documents and it so modifies, amends, deletes and/or adds to the original RFP document.

Name and Address of Company:

J. R. Stelzer Co.  
5850 Russell Drive  
Suite 1  
Lincoln, NE 68507

Authorized Representative:

Signature:   
Name: James R. Stelzer  
Title: President  
Phone: (402) 466-0726  
Email: jrstelzer@msn.com