



Landmark Structures
1665 Harmon Road
Fort Worth, Texas 76177

****BID ENCLOSED FOR:****

Bid No. 21-32 Chaparral Elevated Storage Tank

Bid Date: Thursday, July 8, 2021 at 2:00 PM CST

City of Killeen
Attn: Purchasing Department
802 N. 2nd Street, Bldg E.
Killeen, Texas 76541

Addendum 1 to 3

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Landmark Structures I, L.P.

_____ as Principal, and firmly bound unto City of Killeen

_____ as owner in the sum of **5%**
\$Five Percent of Bidder's Maximum Price as the proper measure of liquidated damages for the

payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 8th day of July, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to The City of Killeen a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **CHAPARRAL ELEVATED STORAGE TANK**

Now, Therefore,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (Properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Landmark Structures I, L.P. (L.S.)

Principal

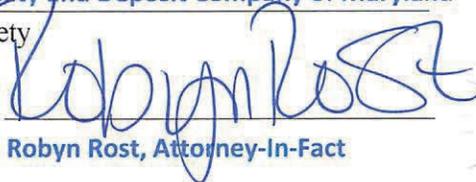


Chris Lamon, President of Landmark Structures Management Inc. , General Partner

Fidelity and Deposit Company of Maryland

Surety

By:


Robyn Rost, Attorney-In-Fact

SEAL

LANDMARK STRUCTURES MANAGEMENT INC.

The undersigned, being all of the directors of LANDMARK STRUCTURES MANAGEMENT INC., do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

WHEREAS, Landmark Structures Management Inc. (the "Company") is the general partner of Landmark Structures I, LP; and

WHEREAS, the Company from time to time submits bids and negotiates contracts and enters into contracts for and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to authorize Christopher Lamon, President of the Company, and William O. Fields, Jr., Vice President of the Company, to undertake such activities on behalf of the Company acting as general partner, and on behalf of Landmark Structures I, LP; and

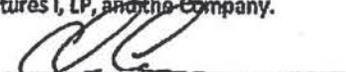
WHEREAS, the Company wishes to extend authority to each of Christopher Lamon and William O. Fields, Jr. to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP;

NOW, THEREFORE, BE IT RESOLVED that Christopher Lamon and William O. Fields, Jr., acting without the joinder of the other, are authorized as follows:

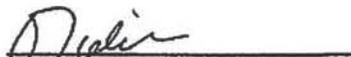
- a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP; and
- b) to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.

BE IT FURTHER RESOLVED, that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon as President of the Company or William O. Fields, Jr., Vice President of the Company, as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, and the Company.

Dated: March 23, 2017


Christopher Lamon


Susan Lamon


William O. Fields, Jr.

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**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Robyn ROST and Raymond GIL, both of Matawan, New Jersey, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2019.



By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

**State of Maryland
County of Baltimore**

On this 26th day of September, 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of July, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2020

ASSETS

Bonds.....	\$ 262,624,334
Stocks	19,715,392
Cash and Short-Term Investments	3,219,781
Reinsurance Recoverable	17,293,466
Federal Income Tax Recoverable.....	114,253
Other Accounts Receivable.....	29,083,530
TOTAL ADMITTED ASSETS.....	\$ 332,050,756

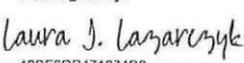
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 539,588
Ceded Reinsurance Premiums Payable	43,847,005
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 44,413,593
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	282,637,163
Surplus as regards Policyholders.....	287,637,163
TOTAL	\$ 332,050,756

Securities carried at \$165,065,329 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2020 would be \$346,439,970 and surplus as regards policyholders \$302,026,377.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2020.

DocuSigned by:

 42DF69B47437480
 Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2021.




 Notary Public

III. BID OR PROPOSAL GENERAL TERMS AND CONDITIONS

CITY OF KILLEEN

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
- Venue other than Bell County
- Mandatory arbitration
- Artificial limitation of liability
- Artificial statute of limitation
- Waiver of trial by jury

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- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening through the City's Negometrix e-bidding site (<https://app.negometrix.com/>) or addressed to:

Delivery Address:
City of Killeen
Attn: Purchasing Division
802 2nd Street, Bldg. E
Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
 - 1. The Bidder misstates or conceals any material fact in the Bid, or if
 - 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 - 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

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10. Award of the Contract

(a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:

- * Unit price
- * Total Bid price
- * Terms and discounts
- * Delivery date
- * Product warranty
- * Special needs and requirements of City
- * Past experience with product/service
- * City's evaluation of the bidder's ability, financial, strength, and ethical standards
- * Quality of the bidder's goods or services
- * The extent to which the goods or services meet the municipality's needs
- * Bidder's past performance
- * Demurrage charges, freight costs and mileage
- * Estimated costs of supplies, maintenance, etc.
- * Estimated surplus value, life expectancy
- * Results of testing samples
- * Conformity to specifications
- * Training requirements, location, etc.
- * Location of maintenance facility/service person; ability to provide for minimum down time
- * The total long-term cost to the municipality to acquire the bidder's goods or services

"Lowest responsible bidder" means the Bidder submitting the lowest bid meeting all requirements of the specifications, instructions, and terms and conditions of the bid and who has the financial and practical ability to fully and reliably perform all obligations of the Contract, taking into consideration qualifications and past performance of the Bidder. The following are considered examples of performance that is not responsible and may lead to a determination that the Bidder is not responsible:

- Falsification of information provided in bid response;
- Non-observance of safety requirements;
- Failure to meet requirements of federal, state, or local law, as applicable, including employment;
- Substantial failure to adhere to contractually agreed-upon schedules; and
- Poor past performance on City projects such as use of defective materials, refusal to correct defective work not in accordance with contract documents, failure to reasonably resolve disputes, termination for cause, or performance leading to litigation.

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (e) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."

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- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination of Contract

Any contract pursuant after this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

13. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

14. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council or a councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the law are available at:

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15. Venue for Legal Action

The standard form of agreement later referenced in this bid packet (page 19) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

16. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

17. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

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18. Verification by Vendor

Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

19. Acknowledgement

Each bidder, by their signature, represents that they have read the "Terms and Conditions for Bids", and will comply with these terms and conditions.

By signing this document, the respondent hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

Landmark Structures I, L.P.

SIGNATURE:  DATE: **July 8, 2021**

PRINT NAME: **Chris Lamon, President of Landmark Structures Management Inc. , General Partner**

LANDMARK STRUCTURES MANAGEMENT INC.

The undersigned, being all of the directors of LANDMARK STRUCTURES MANAGEMENT INC., do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

WHEREAS, Landmark Structures Management Inc. (the "Company") is the general partner of Landmark Structures I, LP; and

WHEREAS, the Company from time to time submits bids and negotiates contracts and enters into contracts for and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to authorize Christopher Lamon, President of the Company, and William O. Fields, Jr., Vice President of the Company, to undertake such activities on behalf of the Company acting as general partner, and on behalf of Landmark Structures I, LP; and

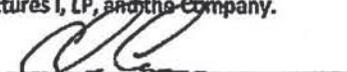
WHEREAS, the Company wishes to extend authority to each of Christopher Lamon and William O. Fields, Jr. to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP;

NOW, THEREFORE, BE IT RESOLVED that Christopher Lamon and William O. Fields, Jr., acting without the joinder of the other, are authorized as follows:

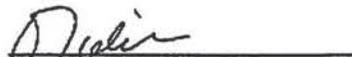
- a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP; and
- b) to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.

BE IT FURTHER RESOLVED, that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon as President of the Company or William O. Fields, Jr., Vice President of the Company, as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, and the Company.

Dated: March 23, 2017


Christopher Lamon


Susan Lamon


William O. Fields, Jr.

BID DOCUMENTS (TO BE RETURNED WITH BID)

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BID PROPOSAL

The undersigned, as Bidder, declares that the only person or parties interested in this Bid proposal ("Bid") as principals are those named herein, that this Bid is made without collusion with any other person, firms, or corporation, that he has carefully examined the form of contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work, and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner prescribed and according to the requirements of the Engineer as herein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids. Payments for such items will be made on the basis of the actual quantity incorporated in the Work.

It is further agreed that the quantities of work to be done at unit prices and material to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the Work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Specifications.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within the time shown in the Instruction to Bidders.

Accompanying this Bid is a Cashier's Check or Bid Bond in the amount of _____
Five Percent of Bidder's Maximum Price _____ DOLLARS (\$ **5%** _____),
which is a minimum of five (5%) percent of the total amount of the Base Bid.

The bid security accompanying this Bid shall be returned to the Bidder, unless, in case of the acceptance of the Bid the Bidder shall fail to execute a Contract and file a Performance and Payment Bond within ten (10) days after its acceptance, in which case the Bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all Bids received.

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Unit Prices

Item No.	Bid Item Description	Estimated Quantities	Measure	Unit Price	Unit Amount
1.01	Mobilization (Supplementary Conditions Item 15)	1	LS	<u>\$225,000</u>	<u>\$225,000</u>
1.02	Furnish and install 1.5 MG composite elevated water storage tank, complete with all appurtenances, site work and all other work not identified in other bid items, completed as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$4,653,000</u>	<u>\$4,653,000</u>
1.03	Furnish and install all electrical equipment, lighting, instrumentation, controls, SCADA system, and all appurtenant work to support the elevated storage tank site as specified and indicated on the drawings for the unit price of:	1	LS	<u>\$345,000</u>	<u>\$345,000</u>
1.04	Trench Safety Plan (Item 212)	1	LS	<u>\$1,155</u>	<u>\$1,155</u>
1.05	Trench Safety Implementation (Item 212)	142	LF	<u>\$5</u>	<u>\$710</u>
1.06	Trench Safety Implementation for Excavations* (Item 212)	3,135	SF	<u>\$1</u>	<u>\$3,135</u>
1.07	Electric Utility Allowance to provide electric service to the elevated storage tank. This effort includes installing an overhead 3-phase powerline along the eastern fence line (within utility easement) and provides a 1-phase service to the elevated storage tank.	1	LS	\$25,000.00	\$25,000.00
Total Bid					<u>\$5,253,000</u>
Total Materials Bid					<u>\$1,600,000</u>

*Minimum area

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In the event of award of a contract to the undersigned, the undersigned will appear before the authorized representative of the Owner and furnish Performance and Payment bonds for the full amount of the Contract, with the sureties offered by: Landmark Structures I, L.P.

and Fidelity and Deposit Company of Maryland

To secure proper compliance with the terms and provisions of the Contract to insure and guarantee the work until final completion and acceptance and to guarantee payment of all claims for labor performed and material furnished in fulfillment of the Contract.

The work proposed to be done shall be accepted when fully completed and finished in accordance with Chaparral Elevated Storage Tank Plan Sheets and Specifications, to the satisfaction of the Engineer.

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The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	<u>1</u>	Received	<u>June 18, 2021</u>
Addendum No. 2 dated	<u>2</u>	Received	<u>June 30, 2021</u>
Addendum No. 3 dated	<u>3</u>	Received	<u>July 2, 2021</u>

This is a Bid of: Landmark Structures I, L.P. Corporation, organized and existing under the laws of the State of Texas, or; a Partnership consisting of Two Limited Partners and One General Partner, or; and Individual, doing business as _____.

Landmark Structures I, L.P.

By:  Chris Lamon

Seal, if a Corporation

President of Landmark Structures Management Inc.,
General Partner
TITLE

1665 Harmon Road
MAILING ADDRESS

1665 Harmon Road
STREET ADDRESS

Fort Worth, TX 76177
CITY AND STATE

817.439.8888
TELEPHONE NUMBER

LANDMARK STRUCTURES MANAGEMENT INC.

The undersigned, being all of the directors of LANDMARK STRUCTURES MANAGEMENT INC., do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

WHEREAS, Landmark Structures Management Inc. (the "Company") is the general partner of Landmark Structures I, LP; and

WHEREAS, the Company from time to time submits bids and negotiates contracts and enters into contracts for and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to authorize Christopher Lamon, President of the Company, and William O. Fields, Jr., Vice President of the Company, to undertake such activities on behalf of the Company acting as general partner, and on behalf of Landmark Structures I, LP; and

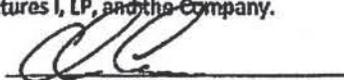
WHEREAS, the Company wishes to extend authority to each of Christopher Lamon and William O. Fields, Jr. to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP;

NOW, THEREFORE, BE IT RESOLVED that Christopher Lamon and William O. Fields, Jr., acting without the joinder of the other, are authorized as follows:

- a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP; and
- b) to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.

BE IT FURTHER RESOLVED, that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon as President of the Company or William O. Fields, Jr., Vice President of the Company, as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, and the Company.

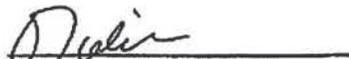
Dated: March 23, 2017



Christopher Lamon



Susan Lamon



William O. Fields, Jr.

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STATEMENT OF QUALIFICATIONS

TABLE 1 – GENERAL INFORMATION			
A. COMPANY DATA			
Organization Doing Business:	Landmark Structures I, L.P.		
Business Address:	1665 Harmon Road Ft. Worth, TX 76177		
Telephone Number:	817.439.8888		
Fax Number:	817.439.9001		
Form of Business:	Corporation	a Limited Partnership	Individual Joint Venture
IF A CORPORATION			
Date of Incorporation:	N/A - Landmark is a Limited Partnership		
State Incorporated:			
President's Name:			
Vice President's Name:			
IF A PARTNERSHIP			
Date of Organization:	2.6.1985		
Type	General	Limited	
IF AN INDIVIDUAL			
Name:	N/A - Landmark is a Limited Partnership		
Business Address:			
IF A JOINT VENTURE			
Name of Manager:	N/A - Landmark is a Limited Partnership		
Name of Firm:			
Name of Individual Companies:			
B. BUSINESS INFORMATION			
Current Number of Full Time Employees:	237	Past Year's Revenues:	\$116.7M
Average Number of Projects Annually:	40	Average Construction Cost of Project:	\$3.1M
C. DIVISION OF WORK BETWEEN CONTRACTOR AND SUBCONTRACTORS			
1. List work that will be provided by Offeror (Prime Contractor) using its own resources.			
Elevated Water Storage Tank with all ancillary works except site works and electrical works.			
2. List work that will be provided by Subcontractors on this project.			
Site works and electrical works.			

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TABLE 2 – CONSTRUCTION EXPERIENCE			
1. Years of experience on similar drainage and utility projects: 36			
As a General Contractor:	36 Years	Number of Total Projects:	1,000 +
2. Number of similar drainage and utility projects completed in the past five (5) years?			150
3. Has this or a predecessor company ever defaulted on a project or failed to complete work award to it?			No
4. Has this or a predecessor company ever been released from a bid or proposal in the past ten (10) years?			No
5. Has this or a predecessor company ever been disqualified as a bidder or offeror on any project within the last five (5) years?			No
6. Is offering company currently involved in any litigation or contemplating any litigation?			No
7. Has this or a predecessor company ever refused to construct or refused to provide materials defined in Contract Documents on a project?			No
8. Are there any liens currently filed against the offeror by either subcontractor or material suppliers on previous projects?			None

TABLE 3 – PROPOSED KEY PERSONNEL	
PROJECT MANAGER	
Name of Project Manager	Larry Leimer
Years of Experience as PM	2006 - Present (15 Years)
Number of Similar Projects as PM with this company	75+
Number of Similar Projects with other companies (PM)	0
Current Assignments	4
% of time dedicated to this project	50%
Reference Project	
Project Name: 2.0 MG Elevated Water Storage Tank & Pumping Station	Reference Name: Jimmy Hamilton
Title: Lead Inspector	Organization: City of Galveston
Telephone Number: 409.789.4303	Email: JHamilton@GalvestonTX.gov
PROJECT SUPERINTENDENT	
Name of Superintendent	Tony Latham
Years of Experience as Superintendent	1999 - Present (22 years)
Number of Similar Projects as Super with this company	100+
Number of Similar Project with other companies (Super)	0
Current Assignments	1
% of time dedicated to this project	100%
Reference Project	
Project Name: Flower Mound, TX	Reference Name: Tiffany Bruce, P.E.
Title: Project Engineer	Organization: City of Flower Mound
Telephone Number: 972.874.6401	Email: Tiffany.Bruce@flower-mound.com

Statement of Qualifications

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TABLE 4 – SIMILAR PROJECTS COMPLETED WITHIN LAST 5 YEARS				
REFERENCE PROJECT 1				
Project Description Avon Lake II				
Composite 3 MG				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
Avon Lake Regional Water - OH	Avon Lake II	\$4,350,000	12/1/2017	2.2%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Rick Eberle	Chief of Operations	Avon Lake Regional Water - OH	440.213.0162	REberle@Avon LakeWater.org
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
James Salerno	Civil Engineer	Stantec (Formerly MWH)	216.621.2407	James.A.Salerno@MWHGlobal.com
REFERENCE PROJECT 2				
Project Description Baytown III - Cedar Crossing				
Composite 1 MG				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Baytown	Baytown III - Cedar Crossing	\$2,847,000	5/14/2016	6.6%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Bill Pederson	Professional Engineer	City of Baytown	281.420.6504	Bill.Pederson@Baytown.org
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
Carl McConnell	P.E., PMP-Deputy Manager	Dannenbaum Engineering Corp.	713.520.9570	C.Mcconnell@Dannenbaum.com
REFERENCE PROJECT 3				
Project Description Belton				
Composite 3 MG				
Owner	Project Name	Contract Amount	Date Completed	% Change Orders
City of Belton - MO	Belton	\$4,570,000	3/13/2016	-1.3%
Owner's Reference Information				
Name	Title	Organization	Telephone	E-Mail
Chuck McCulloch	Water Division Manager	City of Belton, MD	816.331.4331	CMcculloch@Belton.org
Engineer's Reference Information				
Name	Title	Company	Telephone	E-Mail
John Brann	President	Ponzer-Youngquist	913.782.0541	JBrann@PyEngineers.com

Statement of Qualifications

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TABLE 5 – SUBCONTRACTORS AND SUPPLIERS**PROJECT SPECIFIC SUBCONTRACTORS (greater than 10% of work)**

Name	Work to be Provided	% of Contract
T. Morales Company	Electrical	9.6%
Nelson Lewis Inc.	SiteWorks	8.4%

Provide a list of major equipment or material suppliers for use on project.

Supplier Name	Material or Equipment Supplied
SSAB	Steel Plate
CMC	Resteel
Control Panel USA	Instrumentation
PSI -Environmental Improvements, Inc.	Monoclor RCS
W&T - Environmental Improvements, Inc.	Chlorine Gas Feed Equipment
UGSI/PAX - Environmental Improvements, Inc.	Chem. Metering Equipment
UGSI/PAX - Environmental Improvements, Inc.	Mixing System

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

Landmark Structures I, L.P.

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.

N/A

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.

N/A

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.

N/A

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 Landmark Structures I, L.P.


Signature of vendor doing business with the governmental entity

Chris Lamon, President of Landmark Structures Management Inc., General Partner

July 8, 2021

Date

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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:

(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.

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CERTIFICATE OF CORPORATE RESOLUTION

I, Keri Adrian-Williams, Secretary, hereby certify as follows:

1. I am the duly elected, qualified and acting Secretary of Landmark Structures Management Inc., a _____ corporation, (the "Corporation").
2. The Corporation is duly incorporated, legally existing and in good standing under the laws of the State of Texas, and is duly qualified to transact business and to own, operate and develop its properties in the State of Texas.
3. Attached hereto and made a part hereof is a true and complete copy of the resolution duly and legally adopted on March 23, 2017 by the Board of Directors of the Corporation in accordance with the By-laws of the Corporation and applicable law. Such resolutions have been duly entered in the minutes of such meeting in the minute book of the corporation and have not been rescinded or modified in any respect and are presently in full force and effect.
4. The following persons are duly elected, qualified and acting officers of the corporation and hold respective offices set opposite their names:

Chris Lamon : President

William O. Fields, Jr. : Vice President

Keri Adrian-Williams : Secretary

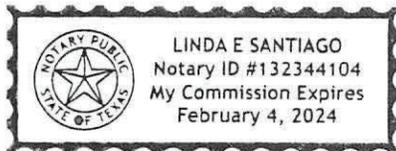
TO CERTIFY WHICH I have executed this certificate this 8th day of July, 2021.

Keri Adrian-Williams

Keri Adrian-Williams
Secretary

STATE OF Texas
COUNTY OF Tarrant

This instrument was acknowledged before me on the 8th day of July, 2021 by Keri Adrian-Williams, Secretary, of Landmark Structures Management Inc., a corporation, on behalf of said Corporation.



Linda E. Santiago
Notary Public, State of Texas
Name: Linda E. Santiago
My commission expires February 4, 2024

LANDMARK STRUCTURES MANAGEMENT INC.

The undersigned, being all of the directors of LANDMARK STRUCTURES MANAGEMENT INC., do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware.

Adoption of the following Resolutions:

WHEREAS, Landmark Structures Management Inc. (the "Company") is the general partner of Landmark Structures I, LP; and

WHEREAS, the Company from time to time submits bids and negotiates contracts and enters into contracts for and on behalf of Landmark Structures I, LP; and

WHEREAS, the Company wishes to authorize Christopher Lamon, President of the Company, and William O. Fields, Jr., Vice President of the Company, to undertake such activities on behalf of the Company acting as general partner, and on behalf of Landmark Structures I, LP; and

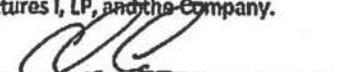
WHEREAS, the Company wishes to extend authority to each of Christopher Lamon and William O. Fields, Jr. to take such action without the necessity of the joinder of the other in submitting bids and negotiating contracts and entering into contracts on behalf of Landmark Structures I, LP;

NOW, THEREFORE, BE IT RESOLVED that Christopher Lamon and William O. Fields, Jr., acting without the joinder of the other, are authorized as follows:

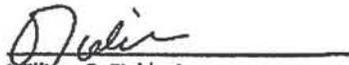
- a) to submit bids and/or to negotiate contracts and/or to enter into contracts for and on behalf of Landmark Structures I, LP; and
- b) to execute and deliver such documents and to take such other actions as he considers necessary or advisable to give effect to this resolution and the transactions provided for herein.

BE IT FURTHER RESOLVED, that any bid submitted and/or any contract negotiated and/or any contract entered into by Christopher Lamon as President of the Company or William O. Fields, Jr., Vice President of the Company, as witnessed by his signature thereto is hereby recognized as binding upon Landmark Structures I, LP, and the Company.

Dated: March 23, 2017


Christopher Lamon


Susan Lamon


William O. Fields, Jr.

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the back.)

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of employment or business relationship with person named in item 3

N/A

5 List gifts if aggregate value of the gifts received from person named in item 3 exceed \$250

N/A

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ Did Not Accept Gift

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day

of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts if aggregate value of the gifts received from person named in number 3 exceed \$250.** List gifts received during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the person named in number 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Landmark Structures I, L.P.
Fort Worth, TX United States

Certificate Number:
2021-767811

Date Filed:
06/17/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Killeen, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid No. 21-32
Chaparral Elevated Storage Tank

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Talley, Benjie	Ft. Worth, TX United States		X
	Fields, Jr., Willam O.	Ft. Worth, TX United States		X
	Lamon, Chris	Ft. Worth, TX United States		X
	Mike Lamon Family Trust	Ft. Worth, TX United States	X	
	Chris Lamon Family Trust	Ft. Worth, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Chris Lamon, and my date of birth is 11/29/60.

My address is 1665 Harmon Road, Fort Worth, Texas, 76177, Tarrant.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 8th day of July, 2021.
(month) (year)

**Chris Lamon, President of Landmark
Structures Management Inc.,
General Partner**



Signature of authorized agent of contracting business entity
(Declarant)

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Killeen

PROJECT NAME: Bid No. 21-32, Chaparral Elevated Storage Tank

RE: Landmark's Authority to do Business

- Landmark is licensed in the following states requiring licensure:

State:	License:
Alabama	19083 – General Contractor
Arizona	ROC331070 – General Contractor
Arkansas	0093380521 – Contracting
Connecticut	MCO.0902073 – Major Contractor
Delaware	2010101725
Georgia	UC302279 – Utility Contractor License
Idaho	039284 – Unlimited – 1-4 Public Works Contractor's License
Iowa	97563-05 Contractor Registration Certificate
Louisiana	37992 – Specialty Contractor
Maryland	30489018 – Contractor
Mississippi	12781 – State Board of Contractors
Montana	159181 - General Contractor
Nebraska	34302 – Contractor
Nevada	0083257 - Specialty Contractor - Tanks
New Mexico	351086 – Classification GF-07 Tanks & Towers
New Jersey	636351 – Registered Public Works Contractor
North Carolina	49304 – General Contracting
North Dakota	30273 – Class A Contractor
Oregon	190232 – Commercial General Contractor – Level 1
South Carolina	G 104724 – General Contracting
South Dakota	1020-2121-ET – Contractor's Excise Tax License
Tennessee	00046978 – Contractor
Utah	11303429-5501
Virginia	2705060747A – Class A Contractor
Washington	LANDMS1959CB – Construction Contractor General
West Virginia	WV037332 – General Engineering

- Landmark is authorized with the Secretary of States in the following jurisdictions:

AL, AZ, AR, CA, CO, CT, FL, GA, IL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MS, MO, ND, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, SD, SC, TN, TX, VA, WA, WV, WI, WY



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate Of Limited Partnership for LANDMARK STRUCTURES I, L.P. (file number 13597710), a Domestic Limited Partnership (LP), was filed in this office on June 14, 2000.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 30, 2016.



A handwritten signature in black ink, appearing to read "Cascos" followed by a horizontal line.

Carlos H. Cascos
Secretary of State

LANDMARK STRUCTURES

Fort Worth, Texas, USA

BID TO: City of Killeen

PROJECT NAME: Bid No. 21-32, Chaparral Elevated Storage Tank

RE: Landmark's Previous Experience List
33 16 19 13 Composite Elevated Water Utility Storage Tank – 1.02
Quality Assurance A. 1. Previous Experience

Find attached:

- Landmark's List of Previous Experience

Partial List of Experience 1MG or Larger in the Last 10 Years

Project Name Project Address Project City, ST, Zip Project Size/Style Project Completion Date HWL (Feet) Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
ADA II 15301 CR 1571/Brumley Place Ada, Oklahoma 74820 Composite 1 MG 9/27/2015 61.00 \$1,833,000	City of Ada 231 S. Townsend Ada, Oklahoma 74820 Cody Holcomb 5804366300 cody.holcomb@adaok.com	City of Ada 231 S. Townsend Ada, Oklahoma 74820 Cody Holcomb 5804366300 cody.holcomb@adaok.com
ANDERSON 3224 West 67th Street Anderson, Indiana 46011 Composite 2 MG 4/22/2011 140.00 \$2,978,000	City of Anderson - IN 120 E. 8th Street Anderson, Indiana 46018 Tom Brewer 7656486000 tbrewer@cityofanderson.com	Robert E. Curry & Associates Inc. 110 Commerce Drive Danville, Indiana 46122 3177456995
AUSTIN - AVERY RANCH 13115 Avery Ranch Road Austin, Texas 78717 Composite 3 MG 3/2/2012 185.00 \$6,044,000	Austin Water Utility 625 E. 10th St. Austin, Texas 78701 Dan Pedersen 5129720101 dan.pedersen@ci.austin.tx.us	Stanley Consultants - Des Moines - IA 100 Court Avenue Suite 300 Des Moines, Iowa 50309 James Cook 5152468585 cookjames@stanleygroup.com
AUSTIN V - ANDERSON MILL 12006 Anderson Mill Road Austin, Texas 78701 Composite 1.5 MG 7/8/2014 204.00 \$8,184,000	Austin Water Utility 625 E. 10th St. Austin, Texas 78701 Bryan Barnett 5129720101 bryan.barnett@ci.austin.tx.us	Chiang, Patel & Yerby, Inc. - Austin - TX 13809 Research Blvd, Suite 300 Austin, Texas 78750 Lindsay Webb 5123490700 lwebb@cpyi.com
AVON LAKE II 33660 Walker Road Avon Lake, Ohio 44012 Composite 3 MG 12/1/2017 186.00 \$4,350,000	Avon Lake Regional Water - OH 201 Miller Road Avon Lake, 44012 Rick Eberle 4402130162 reberle@avonlakewater.org	Stantec (formerly MWH) - Cleveland - OH 1001 Lakeside Avenue E, Site 1600 Cleveland, Ohio 44114 James Salerno 2166212407 james.a.salerno@mwhglobal.com
BAYTOWN II 5177 North Main Street Baytown, Texas 77521 Composite 1 MG 5/14/2012 138.00 \$1,858,000	City of Baytown 2401 Market Street Baytown, Texas 77520 Bill Pederson 2814206504 bill.pederson@baytown.org	HDR Engineering, Inc. - Houston (Central Drive) - TX 4828 Loop Central Drive, Suite 800 Houston, Texas 77081 David Kasper 7136229264 david.kasper@arkengineers.com
BAYTOWN III - CEDAR CROSSING Hwy 99 and Koppel Road Baytown, Texas 77523 Composite 1 MG 5/14/2016 135.00 \$2,847,000	City of Baytown 2401 Market Street Baytown, Texas 77520 Bill Pederson 2814206504 bill.pederson@baytown.org	Dannenbaum Engineering Corporation - Houston - TX 3100 West Alabama Houston, Texas 77098 Carl McConnell 7135209570 c.mcconnell@dannenbaum.com
BELCOURT III - TURTLE MOUNTAIN 3788 BIA # 8 Belcourt, North Dakota 58316 Composite 1 MG 8/18/2017 90.00 \$2,468,000	Indian Health Service - Aberdeen - SD 115 4th Avenue, SE, Room 309 Aberdeen, South Dakota 57401 Kenneth Azure 6052267581 puckenny@utma.com	Indian Health Service - Minot - ND 2050 36th Ave SW, Suite 102 Minot, North Dakota 58701 7018520250

Partial List of Experience 1MG or Larger in the Last 10 Years

Project Name Project Address Project City, ST, Zip Project Size/Style Project Completion Date HWL (Feet) Currency	Owner Owner Address Owner City, ST, Zip Owner Contact Owner Phone Owner Email	Engineer Engineer Address Engineer City, ST, ZIP Engineer Contact Engineer Phone Engineer Email
BELTON 615 W Markey Rd Belton, Missouri 64012 Composite 3 MG 3/13/2016 113.00 \$4,570,000	City of Belton - MO 506 Main Street Belton, Missouri 64012 Chuck McCulloh 8163314331 cmcculloh@belton.org	Ponzer-Youngquist 227 East Dennis Avenue Olathe, Kansas 66061 John Brann 9137820541 jbrann@pyengineers.com
BOWLING GREEN III 775 W Newton Road Bowling Green, Ohio 43402 Composite 1.5 MG 8/14/2015 161.00 \$3,225,000	City of Bowling Green 304 North Church Street Bowling Green, Ohio 43402 Brian O'Connell 4193546204 bgutildir@bgohio.org	Poggemeyer Design Group - Bowling Green - OH 1168 North Main Street Bowling Green, Ohio 43402 Tom Borck 4193527537 borckt@poggemeyer.com
BRUSHY CREEK RUA 1906 Hur Industrial Boulevard Cedar Park, Texas 78613 Composite 2 MG 7/29/2011 83.00 \$2,599,768	Brushy Creek Regional Utility Authority Bennie Fretwell 5126843200 bfretwell@pepperlawson.com	CDM Smith - Austin - TX 9430 Research Boulevard, Suite 1-200 Austin, Texas 78759 Graham Moore 5123461100 gmoore@alliancewater.org
BRYANT 6314 Highway 5 / Old Stagecoach Road Bryant, Arkansas 72022 Composite 2 MG 3/9/2012 160.00 \$2,685,000	City of Bryant 210 S.W. 3rd St. Bryant, Arkansas 72002 Monty Ledbetter 5018478083 mledbetter@cityhs.net	Crist Engineers, Inc. 205 Executive Court Little Rock, Arkansas 72205 Matthew Dunn 5016641552 mdunn@cristengineers.com
CAYCE Cayce, South Carolina Composite 1 MG 11/5/2018 144.00 \$2,641,000	City of Cayce 1800 12th Street Cayce, 29033 Karalyn Miskie 8037969020 kmiskie@caycesc.gov	American Engineering Consultants 1300 12th Street Cayce, South Carolina 29033 Chris Waddell 8037911400 cwaddell@aec-sc.com
CELINA II 7975 Havemann Rd Celina, Ohio 45822 Composite 1 MG 6/30/2016 163.00 \$2,278,000	Celina Water Treatment Plant 714 S. Sugar Street Celina, Ohio 45822 Mike Sudman 4195862270 msudman@celinaohio.org	Access Engineering Solutions 1200 Irmscher Blvd, Suite B Celina, Ohio 45822 Craig Knapke 4195861430 ctk@accessengllc.com
CELINA III Celina, Texas Composite 2 MG 12/11/2019 \$3,870,440	City of Celina 302 W. Walnut Celina, Texas 75009 Alan Fourmentin 9723822682 afourmentin@celina-tx.gov	Freese and Nichols, Inc. - Denton - TX 2220 San Jacinto Blvd., Suite 330 Denton, Texas 76205 Aaron Redder 9402204340 amr@freese.com
CIBOLO VI 382 South Main Street Cibolo, Texas 76234 Composite 1.25 MG 4/30/2017 190.00 \$1,993,000	City of Cibolo 200 South Main Street Cibolo, Texas 78108 Timothy Fousse 2106589900 tfousse@cibolotx.gov	Klein & Cope Engineering 8611 Botts Lane San Antonio, Texas 78217 Brian Cope 2108287070 bcope@kleinengineering.com