

# Exhibit C

## Primary Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit of Measure	Additional Notes	Numeric	Total Cost	Awarding Original?	BAFO Alternates	Awarding BAFO Alternates?
							Unit Price				

### Grand Theater Plaza - Demolition

Success: All values provided	Bid	#1-1	Demolition - Canopy Trees	2	Each	-	\$ 1,026.00	\$ 2,052.00	Yes
Success: All values provided	Bid	#1-2	Demolition - planting	1	Lump Sum	-	\$ 4,102.00	\$ 4,102.00	
Success: All values provided	Bid	#1-3	Demolition - paving, flexipave, lighting, river rock, steel edging, and drains	1	Lump Sum	-	\$ 53,925.00	\$ 53,925.00	
Success: All values provided	Bid	#1-4	Column and Wall Protection	541	Linear Feet	-	\$ 7.00	\$ 3,787.00	
Success: All values provided	Bid	#1-5	Tree /Planting Protection	1	Lump Sum	-	\$ 6,662.00	\$ 6,662.00	
Basket Total								\$ 70,528.00	

### Grand Theater Plaza - Hardscape

Success: All values provided	Bid	#2-1	P-1 standard concrete paving	1754	Sqaure Feet	-	\$ 14.00	\$ 24,556.00	Yes
Success: All values provided	Bid	#2-2	P-1 Concrete Paving - stairs	19	Cubic Yards	-	\$ 861.00	\$ 16,359.00	..
Success: All values provided	Bid	#2-3	P-2 Concrete Paving	143	Sqaure Feet	-	\$ 14.00	\$ 2,002.00	..
Success: All values provided	Bid	#2-4	P-3 concrete pavers - keystone	5646	Square Feet	-	\$ 18.00	\$ 101,628.00	..
Success: All values provided	Bid	#2-5	P-4 Integral color concrete paving	1414	Square Feet	-	\$ 16.00	\$ 22,624.00	..
Success: All values provided	Bid	#2-6	P-5 Integral color concrete paving	3570	Square Feet	-	\$ 19.00	\$ 67,830.00	..
Success: All values provided	Bid	#2-7	P-5 artificial turf	403	Square Feet	-	\$ 37.00	\$ 14,911.00	..
Success: All values provided	Bid	#2-8	P-6 brick pavers	37	Linear Feet	-	\$ 127.00	\$ 4,699.00	..
Success: All values provided	Bid	#2-9	M-1 stair guardrail	289	Linear Feet	-	\$ 15.00	\$ 4,335.00	..
Success: All values provided	Bid	#2-10	SF-1 custom bench	6	Each	-	\$ 3,363.00	\$ 20,178.00	..
Success: All values provided	Bid	#2-11	SF-2 trash can	2	Each	-	\$ 3,911.00	\$ 7,822.00	..
Success: All values provided	Bid	#2-12	SF-3 recycling can	2	Each	-	\$ 3,911.00	\$ 7,822.00	..
Success: All values provided	Bid	#2-13	S-1 gravel	435	Square Feet	-	\$ 14.00	\$ 6,090.00	..
Success: All values provided	Bid	#2-14	Drains under gravel	20	Each	-	\$ 58.00	\$ 1,160.00	..
Success: All values provided	Bid	#2-15	French Drains	245	Linear Feet	-	\$ 20.00	\$ 4,900.00	..
Success: All values provided	Bid	#2-16	Solid PVC drain pipe	135	Linear Feet	-	\$ 8.00	\$ 1,080.00	..
Basket Total		\$ 307,996.00							

Landscape Forms 96" Bench	\$1,825.00	\$	10,950.00	No	
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### Grand Theater Plaza - Electrical

Success: All values provided	Bid	#3-1	L1 Catenary Lights	6	Each	-	\$ 2,246.00	\$ 13,476.00	Yes
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Success: All values provided	Bid	#3-2	L2 Catenary Lights	12	Each	-	\$ 1,675.00	\$ 20,100.00	"
Success: All values provided	Bid	#3-3	LP Light Pole	6	Each	-	\$ 14,749.00	\$ 88,494.00	"
Success: All values provided	Bid	#3-4	LP Catenary Cable System	1	Lump Sum	-	\$ 5,177.00	\$ 5,177.00	"
Success: All values provided	Bid	#3-5	Eaton Power Pedestal	1	Each	-	\$ 5,735.00	\$ 5,735.00	"
Success: All values provided	Bid	#3-6	WP/GFCI Receptacle	2	Each	-	\$ 2,424.00	\$ 4,848.00	"
Success: All values provided	Bid	#3-7	J Box flush with paving	4	Each	-	\$ 1,073.00	\$ 4,292.00	"
Success: All values provided	Bid	#3-8	1/2" Conduit	1	Lump Sum	-	\$ 8,882.00	\$ 8,882.00	"
Success: All values provided	Bid	#3-9	Breaker Box Room Work	1	Lump Sum	-	\$ 31,723.00	\$ 31,723.00	"
Basket Total								\$ 182,727.00	

#### Grand Theater Plaza - Planting

Success: All values provided	Bid	#4-1	Creole Queen American Elm (3" cal.)	6	Each	-	\$ 2,221.00	\$ 13,326.00	Yes	Bosque or Lacebark Elm	\$	1,146.00	\$	6,876.00	No
Success: All values provided	Bid	#4-2	Bright 'N Tight Cherry Laurel (30 gal.)	8	Each	-	\$ 571.00	\$ 4,568.00	"	15 Gal Cherry Laurel	\$	256.00	\$	2,048.00	"
Success: All values provided	Bid	#4-3	Dwarf Palmetto (5 gal.)	100	Each	-	\$ 140.00	\$ 14,000.00	"	3 Gal Dwarf Palmetto	\$	75.00	\$	7,500.00	"
Success: All values provided	Bid	#4-4	Meadow Sedge (4" pot)	1725	Each	-	\$ 4.00	\$ 6,900.00	"						
Success: All values provided	Bid	#4-5	Shenandoah Switch Grass (5 gal.)	40	Each	-	\$ 83.00	\$ 3,320.00	"						
Success: All values provided	Bid	#4-6	Blue Foliage Indian Grass (3 gal.)	138	Each	-	\$ 32.00	\$ 4,416.00	"						
Success: All values provided	Bid	#4-7	Holly Fern (3 gal.)	32	Each	-	\$ 45.00	\$ 1,440.00	"						
Success: All values provided	Bid	#4-8	Turk's Cap (1 gal.)	22	Each	-	\$ 15.00	\$ 330.00	"						
Success: All values provided	Bid	#4-9	Gulf Coast Penstemon (4" pot)	901	Each	-	\$ 5.00	\$ 4,505.00	"						
Success: All values provided	Bid	#4-10	Bermudagrass / Zoro Zoysia Sod Repair	66	Square Feet	-	\$ 5.00	\$ 330.00	"						
Success: All values provided	Bid	#4-11	Irrigation Repair	3735	Square Feet	-	\$ 5.00	\$ 18,675.00	"						
Success: All values provided	Bid	#4-12	Bed Prep	3735	Square Feet	-	\$ 1.00	\$ 3,735.00	"						
Success: All values provided	Bid	#4-13	Mulch	3735	Square Feet	-	\$ 1.00	\$ 3,735.00	"						
Basket Total								\$ 79,280.00		\$63,810.00					

#### Grand Theater Plaza - Hardscape Alternates

Success: All values provided	Bid	#5-1	P-1 Integral color concrete paving	1754	Square Feet	-	\$ 16.00	\$ 28,064.00	Yes- partial	\$	3,508.00
Success: All values provided	Bid	#5-2	P-1 Integral color concrete paving - stairs	1	Lump Sum	-	\$ 19,934.00	\$ 19,934.00	Yes- partial	\$	3,575.00
Success: All values provided	Bid	#5-3	P-3 concrete pavers - Wasau	5646	Square Feet	-	\$ 26.00	\$ 146,796.00	No		
Success: All values provided	Bid	#5-4	P-4 stone pavers	1414	Square Feet	-	\$ 87.00	\$ 123,018.00	"		
Success: All values provided	Bid	#5-5	P-4 concrete pavers - Keystone Greystone Blend	1414	Square Feet	-	\$ 12.00	\$ 16,968.00	"		
Success: All values provided	Bid	#5-6	P-6 - sod	403	Square Feet	-	\$ 8.00	\$ 3,224.00	"		
Success: All values provided	Bid	#5-7	S-2 - sub with M-3 aluminum edging	289	Linear Feet	-	\$ 20.00	\$ 5,780.00	Yes	\$	5,780.00
Success: All values provided	Bid	#5-8	M-1 - 1/2" dia. Painted steel	37	Linear Feet	-	\$ 127.00	\$ 4,699.00	No		
Success: All values provided	Bid	#5-9	M-2 Rain chain	12	Each	-	\$ 2,227.00	\$ 26,724.00	"		
Success: All values provided	Bid	#5-10	Sculpture pedestal (concrete footing & steel)	6	Each	-	\$ 3,303.00	\$ 19,818.00	Yes	\$	19,818.00
Success: All values provided	Bid	#5-11	Signs @ planting	6	Each	-	\$ 634.00	\$ 3,804.00	"	\$	3,804.00

Basket Total	\$ 398,829.00							\$ 36,485.00
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Grand Theater Plaza - Electrical Alternates

Success: All values provided	Bid	#6-1	L3 Building Uplight	2	Each	-	\$ 3,235.00	\$ 6,470.00	Yes
Success: All values provided	Bid	#6-2	L4 Handrail Light and Drivers	1	Lump Sum	-	\$ 13,478.00	\$ 13,478.00	"
Success: All values provided	Bid	#6-3	L5 Under bench LED	78	Linear Feet	-	\$ 134.00	\$ 10,452.00	"
Basket Total								\$ 30,400.00	

Grand Theater Plaza - Zone 1 Front Slope Planting Alternates

Success: All values provided	Bid	#7-1	Planting Demolition	1	Lump Sum	-	\$ 5,710.00	\$ 5,710.00	Yes
Success: All values provided	Bid	#7-2	Demolition - segmented block wall planter edging @ sign	16	Linear Feet	-	\$ 63.00	\$ 1,008.00	"
Success: All values provided	Bid	#7-3	Tree / Planting Protection	1	Lump Sum	-	\$ 3,045.00	\$ 3,045.00	"
Success: All values provided	Bid	#7-4	Webberville Sedge (4" pot)	2615	Each	-	\$ 4.00	\$ 10,460.00	"
Success: All values provided	Bid	#7-5	Gulf Coast Penstemon (4" pot)	2615	Each	-	\$ 5.00	\$ 13,075.00	No
Success: All values provided	Bid	#7-6	Bermudagrass / Zoro Zoysia Sod Repair	376	Square Feet	-	\$ 5.00	\$ 1,880.00	Yes
Success: All values provided	Bid	#7-7	Irrigation Repair	4547	Square Feet	-	\$ 5.00	\$ 22,735.00	"
Success: All values provided	Bid	#7-8	Bed Prep	4547	Square Feet	-	\$ 1.00	\$ 4,547.00	"
Success: All values provided	Bid	#7-9	Mulch	4547	Square Feet	-	\$ 1.00	\$ 4,547.00	"
Success: All values provided	Bid	#7-10	S-2 Stone Edging	188	Linear Feet	-	\$ 32.00	\$ 6,016.00	"
Basket Total								\$ 73,023.00	

4" Pots Webberville Sedge	\$4.00	\$10,460.00
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Yes

Grand Theater Plaza - Zone 2 Northeast Planting Alternates

Success: All values provided	Bid	#8-1	Planting Demolition	1	Lump Sum	-	\$ 1,586.00	\$ 1,586.00	Yes
Success: All values provided	Bid	#8-2	Demolition - Canopy Trees	1	Each	-	\$ 1,269.00	\$ 1,269.00	"
Success: All values provided	Bid	#8-3	Tree / Planting Protection	1	Lump Sum	-	\$ 380.00	\$ 380.00	"
Success: All values provided	Bid	#8-4	Dwarf Palmetto (5 gal.)	5	Each	-	\$ 140.00	\$ 700.00	No
Success: All values provided	Bid	#8-5	Shenandoah Switchgrass (5 gal.)	33	Each	-	\$ 83.00	\$ 2,739.00	"
Success: All values provided	Bid	#8-6	Indian grass (3 gal.)	45	Each	-	\$ 32.00	\$ 1,440.00	"
Success: All values provided	Bid	#8-7	Turk's Cap (1 gal.)	27	Each	-	\$ 15.00	\$ 405.00	"
Success: All values provided	Bid	#8-8	Leavensworth Sedge (4" pot)	856	Each	-	\$ 4.00	\$ 3,424.00	"
Success: All values provided	Bid	#8-9	Golden Groundsel (4" pot)	856	Each	-	\$ 5.00	\$ 4,280.00	"
Success: All values provided	Bid	#8-10	Lyre Leaf Sage Purple Knockout (4" pot)	289	Each	-	\$ 6.00	\$ 1,734.00	"
Success: All values provided	Bid	#8-11	Bermudagrass / Zoro Zoysia Sod Repair	186	Square Feet	-	\$ 5.00	\$ 930.00	Yes
Success: All values provided	Bid	#8-12	Irrigation Repair	1278	Square Feet	-	\$ 5.00	\$ 6,390.00	"
Success: All values provided	Bid	#8-13	Bed Prep	1278	Square Feet	-	\$ 1.00	\$ 1,278.00	"
Success: All values provided	Bid	#8-14	Mulch	1278	Square Feet	-	\$ 1.00	\$ 1,278.00	"
Success: All values provided	Bid	#8-15	S-2 Stone edging	93	Linear Feet	-	\$ 32.00	\$ 2,976.00	"

Basket Total								\$ 30,809.00	\$ 16,087.00
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Grand Theater Plaza - Zone 3 Northwest Planting Alternates

Success: All values provided	Bid	#9-1	Planting Demolition	1	Lump Sum	-	\$ 2,665.00	\$ 2,665.00	Yes				\$	2,665.00
Success: All values provided	Bid	#9-2	Demolition - Canopy Trees	1	Each	-	\$ 1,269.00	\$ 1,269.00	"				\$	1,269.00
Success: All values provided	Bid	#9-3	Demolition - Ornamental Trees	3	Each	-	\$ 634.00	\$ 1,902.00	"				\$	1,902.00
Success: All values provided	Bid	#9-4	Tree / Planting Protection	1	Lump Sum	-	\$ 6,649.00	\$ 6,649.00	"				\$	6,649.00
Success: All values provided	Bid	#9-5	Dwarf Palmetto (5 gal.)	11	Each	-	\$ 140.00	\$ 1,540.00	No		\$75.00	\$825.00		No
Success: All values provided	Bid	#9-6	American Beautyberry (5 gal.)	9	Each	-	\$ 83.00	\$ 747.00	"					
Success: All values provided	Bid	#9-7	Indian grass (3 gal.)	65	Each	-	\$ 32.00	\$ 2,080.00	"					
Success: All values provided	Bid	#9-8	Southern Wood Fern (3 gal.)	85	Each	-	\$ 32.00	\$ 2,720.00	"					
Success: All values provided	Bid	#9-9	Cherokee Sedge (1 gal.)	191	Each	-	\$ 16.00	\$ 3,056.00	"					
Success: All values provided	Bid	#9-10	Cardinal Flower (1 gal.)	125	Each	-	\$ 20.00	\$ 2,500.00	"					
Success: All values provided	Bid	#9-11	Leavensworth Sedge (4" pot)	489	Each	-	\$ 4.00	\$ 1,956.00	"					
Success: All values provided	Bid	#9-12	Golden Groundsel (4" pot)	489	Each	-	\$ 5.00	\$ 2,445.00	"					
Success: All values provided	Bid	#9-13	Lyre Leaf Sage Pruple Knockout (4" pot)	710	Each	-	\$ 6.00	\$ 4,260.00	"					
Success: All values provided	Bid	#9-14	Irrigation Repair	2141	Square Feet	-	\$ 5.00	\$ 10,705.00	Yes				\$	10,705.00
Success: All values provided	Bid	#9-15	Bed Prep	2141	Square Feet	-	\$ 1.00	\$ 2,141.00	"				\$	2,141.00
Success: All values provided	Bid	#9-16	Mulch	2141	Square Feet	-	\$ 1.00	\$ 2,141.00	"				\$	2,141.00
Basket Total								\$ 48,776.00			\$48,061.00		\$	27,472.00

Grand Theater Plaza - Zone 4 Sculpture Circle Planting Alternates

Success: All values provided	Bid	#10-1	Planting Demolition	1	Lump Sum	-	\$ 634.00	\$ 634.00	No					
Success: All values provided	Bid	#10-2	Four Nerve Daisy (1 gal.)	332	Each	-	\$ 16.00	\$ 5,312.00	"					
Success: All values provided	Bid	#10-3	Brakelights Red Yucca (1 gal.)	332	Each	-	\$ 20.00	\$ 6,640.00	"					
Success: All values provided	Bid	#10-4	Mexican Feather Grass (1 gal.)	75	Each	-	\$ 12.00	\$ 900.00	"					
Success: All values provided	Bid	#10-5	Texas Gayfeather (1 gal.)	75	Each	-	\$ 14.00	\$ 1,050.00	"					
Success: All values provided	Bid	#10-6	Bermudagrass / Zoro Zoysia Sod Repair	34	Square Feet	-	\$ 5.00	\$ 170.00	"					
Success: All values provided	Bid	#10-7	Irrigation Repair	421	Square Feet	-	\$ 5.00	\$ 2,105.00	"					
Success: All values provided	Bid	#10-8	Bed Prep	421	Square Feet	-	\$ 1.00	\$ 421.00	"					
Success: All values provided	Bid	#10-9	Mulch	421	Square Feet	-	\$ 1.00	\$ 421.00	"					
Success: All values provided	Bid	#10-10	S-2 stone edging	17	Linear Feet	-	\$ 32.00	\$ 544.00	"					
Success: All values provided	Bid	#10-11	Sculpture protection	1	Lump Sum	-	\$ 317.00	\$ 317.00	"					
Basket Total								\$ 18,514.00						

Pocket Park - Demolition

Success: All values provided	Bid	#11-1	Existing trash and recycling removed, stored, and reinstalled	1	Lump Sum	-	\$ 1,617.00	\$ 1,617.00	Yes					
Success: All values provided	Bid	#11-2	Remove existing concrete	1030	square feet	-	\$ 7.00	\$ 7,210.00	"					



Success: All values provided	Bid	#11-3	Cut, cap, and remove existing irrigation	1	Lump Sum	-	\$ 1,269.00	\$ 1,269.00	**
Success: All values provided	Bid	#11-4	Remove existing degraded asphalt	554	square feet	-	\$ 4.00	\$ 2,216.00	
Success: All values provided	Bid	#11-5	Existing fence and building protection	1	Lump Sum	-	\$ 1,579.00	\$ 1,579.00	
Basket Total								\$ 13,891.00	

Pocket Park - Hardscape

Success: All values provided	Bid	#12-1	SF-3 bike rack	1	Each	-	\$ 761.00	\$ 761.00	Yes
Success: All values provided	Bid	#12-2	P-1 concrete paving	1153	square feet	-	\$ 13.00	\$ 14,989.00	**
Success: All values provided	Bid	#12-3	P-2 concrete paving (sidewalk and dismount strip)	136	square feet	-	\$ 13.00	\$ 1,768.00	
Success: All values provided	Bid	#12-4	P-3 concrete paving	1581	square feet	-	\$ 13.00	\$ 20,553.00	
Success: All values provided	Bid	#12-5	wood bench #1	1	Lump Sum	-	\$ 3,363.00	\$ 3,363.00	**
Success: All values provided	Bid	#12-6	wood bench #2	1	Lump Sum	-	\$ 3,363.00	\$ 3,363.00	**
Success: All values provided	Bid	#12-7	wood bench #3	1	Lump Sum	-	\$ 3,363.00	\$ 3,363.00	**
Success: All values provided	Bid	#12-8	artificial turf	2131	square feet	-	\$ 19.00	\$ 40,489.00	**
Success: All values provided	Bid	#12-9	shade structure	1	Lump Sum	-	\$ 122,322.00	\$ 122,322.00	**
Success: All values provided	Bid	#12-10	existing fence upgrade	1	Lump Sum	-	\$ 3,341.00	\$ 3,341.00	**
Success: All values provided	Bid	#12-11	new fence	78	linear feet	-	\$ 69.00	\$ 5,382.00	**
Success: All values provided	Bid	#12-12	earthwork	1	Lump Sum	-	\$ 3,172.00	\$ 3,172.00	**
Success: All values provided	Bid	#12-13	S-1 atrium drains and catch basins	6	Each	-	\$ 96.00	\$ 576.00	**
Success: All values provided	Bid	#12-14	artificial turf drainage & connection to box culvert	1	Lump Sum	-	\$ 6,027.00	\$ 6,027.00	**
Basket Total								\$ 229,469.00	

Pocket Park - Electrical

Success: All values provided	Bid	#13-1	L1 light poles (including luminaire, pole, and foundation)	3	Each	-	\$ 21,941.00	\$ 65,823.00	No
Success: All values provided	Bid	#13-2	L4 canopy light	5	Each	-	\$ 2,289.00	\$ 11,445.00	Yes
Success: All values provided	Bid	#13-3	L5 canopy light	5	Each	-	\$ 1,911.00	\$ 9,555.00	**
Success: All values provided	Bid	#13-4	Meter Panel/Pedestal	1	Lump Sum	-	\$ 13,120.00	\$ 13,120.00	**
Success: All values provided	Bid	#13-5	(1) NEMA 5/20r GFCI receptacle and conduit	1	Lump Sum	-	\$ 634.00	\$ 634.00	**
Success: All values provided	Bid	#13-6	(4) GFCI 120V receptacle for irrigation controller and conduit	1	Lump Sum	-	\$ 2,538.00	\$ 2,538.00	**
Success: All values provided	Bid	#13-7	Underground conduit and wire to all base bid and bid alt lighting locations	1	Lump Sum	-	\$ 45,014.00	\$ 45,014.00	**
Success: All values provided	Bid	#13-8	Underground conduit and wire from new utility service pole to meter panel	1	Lump Sum	-	\$ 2,221.00	\$ 2,221.00	**
Basket Total								\$ 150,350.00	

LSI Direct Bury Pole w/ LSI Post Top	\$7,152.00	\$21,456.00	Yes
LSI Direct Bury Pole w/ Single LSI Lifestyle Top	\$8,954.00	\$26,862.00	No

Pocket Park - Planting

[illegible][illegible]

Success: All values provided	Bid	#16-1	L2 Under Bench LED and drivers	68	linear feet	-	\$ 159.00	\$ 10,812.00	Yes
Success: All values provided	Bid	#16-2	L3 uplight @ tree	1	Each	-	\$ 1,997.00	\$ 1,997.00	No
Success: All values provided	Bid	#16-3	L3 uplight @ park sign	2	Each	-	\$ 1,997.00	\$ 3,994.00	No
Basket Total								\$ 16,803.00	\$ 10,812.00

Overall - Project Logistics Costs

Success: All values provided	Bid	#17-1	Bonds	1	Lump Sum	-	\$ 25,488.00	\$ 25,488.00	Yes
Success: All values provided	Bid	#17-2	Mobilization	1	Lump Sum	-	\$ 85,769.00	\$ 85,769.00	"
Success: All values provided	Bid	#17-3	Project Cleanup	1	Lump Sum	-	\$ 1,904.00	\$ 1,904.00	"
Success: All values provided	Bid	#17-4	SWPP	1	Lump Sum	-	\$ 3,121.00	\$ 3,121.00	"
Basket Total								\$ 116,282.00	
Grand Total								\$ 1,927,972.00	Awarded Total \$ 1,419,155.00

## **PROPOSAL**

City of Lewisville  
Purchasing Office  
151 West Church Street  
P.O. Box 299002  
Lewisville, Texas 75029-9002

### **LEWISVILLE GRAND THEATER PLAZA & OLD TOWN POCKET PARK**

Proposal of The Fain Group, Inc.  
(hereinafter called Proposer), a corporation organized and existing under the laws of the State of  
Texas, ~~a partnership, or an individual doing business as~~  

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(Strike out inapplicable terms).

To the City of Lewisville, Texas (Owner)


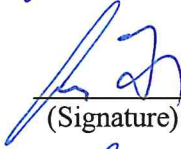
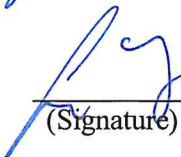
The undersigned Proposer, in response to the Notice to Proposers for the construction of the above project and in conformity with the bidding documents; having examined the plans, specifications, related documents and the site of the proposed work; being familiar with all of the conditions relating to the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies, equipment, staking, testing, traffic control, superintendence, etc., for the construction of the project in accordance with the plans, specifications, and contract documents at the unit prices proposed herein.

The undersigned Proposer proposes, acknowledges and agrees to construct the entire project as shown on the plans, fully in accordance with the requirements of the plans, specifications, and the contract documents for the prices included in this Proposal and fully understands and agrees that the various items of material, labor and construction not specifically enumerated and provided for herein are considered subsidiary to the several items for which direct payment is specifically provided. Further, the undersigned agrees that one such subsidiary item is the protection, adjustment, maintenance, repair or replacement of all underground lines and services, whether shown on the plans or not, in a timely manner.

The undersigned Proposer agrees to begin work under the contract on or before the date specified in the written Notice to Proceed, and to fully complete the project within **240 calendar days**. It is specifically stated and understood that the entire construction including clean up shall be completed within the above stated time.

Proposal: Lewisville Grand Theater Plaza & Old Town Pocket Park

The undersigned Proposer has determined that all Addenda are as follows:

Addendum No. 1 dated	<u>01-14-2025</u>	 (Signature)
Addendum No. 2 dated	<u>01-15-2025</u>	 (Signature)
Addendum No. 3 dated	<u>01-22-2025</u>	 (Signature)

The undersigned Proposer acknowledges that the Owner reserves the right to waive any informality and to reject any or all proposals.

The undersigned Proposer acknowledges and agrees that this Proposal shall be good and may not be withdrawn for 60 days from the date of proposal opening.

The undersigned Proposer has shown unit prices and amounts and agrees that in the case of discrepancy, the unit prices shown in figures shall stand and that the amounts and total will be adjusted to correspond to the unit prices shown.

The undersigned Proposer agrees to execute the Agreement and furnish the required Performance Bond and Payment Bond within fifteen calendar days from the date of award of a contract by the City; and agrees that any delay in furnishing the signed Agreement and Bonds will result in liquidated damages being applied.

The undersigned Proposer has attached and made a part of this Proposal a bid security in accordance with the Bond Requirements and Retainage document.

Proposal: Lewisville Grand Theater Plaza & Old Town Pocket Park

**A 10% contingency will be included with the resulting contract and purchase order for this project. The contingency shall be used at the City's discretion and only upon written approval from the City. The amount listed as a contingency is not an obligation for payment from the City. Any unused contingency is retained by the City and is not payable to the Contractor.**

Submitted:

  
(Signature)

Larry Frazier

(Name - Typed or Printed)

President

(Title)

The Fain Group, Inc.

(Firm Name)

2500 Great Southwest Pkwy.

(Address)

Fort Worth, TX 76106

(City/County/State/Zip Code)

817-927-4388

(Telephone Number/Include Area Code)

01-28-2025

(Date)


  
(Attest)

(Seal, if corporation)

***PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY***

**WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFP, INCLUDING THE ADMINISTRATION OF THE RFP AND THE RFP EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.**

**Firm Name:** The Fain Group, Inc. **Date:** 01-28-2025

**Authorized Signature:**  \_\_\_\_\_

**Printed Name:** Larry Frazier, President



**SIGNATURE PAGE**

**TYPE OR PRINT:**

The Fain Group, Inc.  
FIRM NAME  
TITLE

2500 Great Southwest Pkwy.  
STREET ADDRESS and/or P.O. BOX NO.

Fort Worth, TX 76106  
CITY/STATE/ZIP CODE


20-1658443  
FIRM'S TAX IDENTIFICATION NUMBER

Larry Frazier, President  
AUTHORIZED REPRESENTATIVE &

(817) 927-4388  
A/C PHONE NUMBER

(817) 927-4389  
A/C FAX NUMBER

lfrazier@faingp.com  
E-MAIL ADDRESS

	/ 01-28-2025
SIGNATURE	DATE



**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.**

The Fain Group, Inc.

**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.)  
N/A

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

City of Lewisville

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

☒ N/A 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

☒ N/A 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).  
N/A

**7**

Signature of vendor doing business with the governmental entity  
Larry Frazier, President

01-21-2025

Date

## **PURCHASE ORDER TERMS & CONDITIONS**

**Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.**

1. **SELLER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7. **INVOICES AND PAYMENTS:** (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement of the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the



obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code.

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

**30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Seller: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Seller: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the Buyer under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

**CITY OF LEWISVILLE  
PURCHASING DIVISION**

**ADDITIONAL TERMS**

**ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except during City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

**LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

**PROTECTION OF RESIDENT WORKERS**

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

**IMMIGRATION REFORM AND CONTROL ACT**

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of



Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

The Fain Group, Inc.

Contractor Name



Authorized Signature

01-28-2025

Date



**CITY OF LEWISVILLE  
PURCHASING DIVISION**

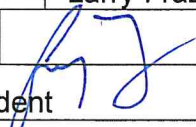
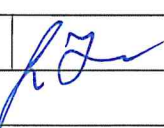
**STATE RECIPROCAL REQUIREMENT**

The City of Lewisville, 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 (Section 2252.002 of the Government Code). 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? Texas
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? N/A
  - 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? N/A

**NON-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, 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:	The Fain Group, Inc.		
Address:	2500 Great Southwest Pkwy.		
City, State, Zip:	Fort Worth, TX 76106		
Phone:	817-927-4388		
Email:	lfrazier@faingp.com		
Bidder (Print Name):	Larry Frazier		
Bidder Signature:			
Job Title:	President		
Signature of company official authorizing this bid:			
Company Official (Print name):	Larry Frazier		
Job Title:	President		

**CITY OF LEWISVILLE  
PURCHASING DIVISION**

**BOND REQUIREMENTS AND RETAINAGE**

**BONDS**

The successful bidder will be required to furnish the following bonds from a surety licensed to do business in the State of Texas. These bonds, along with proper insurance papers, will be incorporated as part of the final contract documents and will remain in effect until the completion and acceptance of the project. Maintenance bonds shall be in effect based on their stated term after final acceptance of the project:

Project amount \$10,001 to \$24,999 – a payment bond at the project amount and a maintenance bond for one year from the date of final payment.

Project amount \$25,000 to \$99,999 – a payment bond at the project amount and a maintenance bond for two years from the date of the final payment.

Project amount \$100,000 and greater – a bid bond equal to five percent (5%) of the project amount is to be included with the sealed bid; a payment bond and performance bond at the project amount and a maintenance bond for two years from the date of the final payment.

**RETAINAGE**

Retainage will be based on the following: Fifteen percent (15%) retainage for contracts up to \$25,000; ten percent (10%) retainage for contracts more than \$25,000 and less than \$400,000; five percent (5%) retainage for contracts in excess of \$400,000.

## VENDOR REFERENCES

Please list at least three (3) references of **current** customers who can verify the quality of service your company provides. The City prefers local customers of similar size and scope of work to this bid. *THIS FORM MUST BE RETURNED WITH YOUR BID.* Attach additional sheets as needed.

### REFERENCE ONE: Alliance Park Phase I & II

**Government/Company Name:** City of Fort Worth

**Address:** 200 Texas Street, Fort Worth, TX 76102

**Contact Name and Title:** Carlos Gonzalez, Project Manager

**Contact Phone:** 817-392-5734 **Contact Email:** carlos.gonzalez@fortworthtexas.gov

**Contract Period:** 05/2019 - 03/2021 **Contract Amount:** \$4,997,407.00

### REFERENCE TWO: Mansfield Parks

**Government/Company Name:** City of Mansfield

**Address:** 1164 Matlock Road, Mansfield, TX 76063

**Contact Name and Title:** James Fish, Project Manager

**Contact Phone:** 817-728-3394 **Contact Email:** james.fish@mansfieldtexas.gov

**Contract Period:** 10/2021 - 06/2023 **Contract Amount:** \$3,692,264.08

### REFERENCE THREE: Colleyville Plaza

**Government/Company Name:** City of Colleyville

**Address:** 100 Main Street, Colleyville, TX 76034

**Contact Name and Title:** Corey Lawson, Project Manager

**Contact Phone:** 817-503-1000 **Contact Email:** clawson@colleyville.com

**Contract Period:** 05/2019 - 11/2019 **Contract Amount:** \$2,774,547.50

## Lewisville 2025 - Sustainability

Lewisville City Council unanimously adopted the Lewisville 2025 plan on July 14, 2014. The plan was developed after more than a year of public input and discussion that garnered hundreds of ideas and suggestions. That input was studied extensively by the Lewisville 2025 Steering Committee, City staff and professional consultants and formulated into the Lewisville 2025 plan. The plan provides a clear shared vision for the kind of community Lewisville wants to be when it turns 100 years old in 2025: a place that people choose to live, work and visit.

Lewisville 2025 identifies nine “Big Moves” to guide the community’s efforts toward being a thriving, desirable community. One of these Big Moves is sustainability. Lewisville defines sustainability in this way:

*Limited resources, such as land, water, energy, clean air, natural assets, and public funds are used efficiently to provide a desirable quality of life and business climate today without reducing Lewisville’s ability to provide the desired quality of life and business climate for success of future generations.*

The Purchasing Division’s goal is to support and encourage sustainable management practices through the purchase and use of materials, products and services that demonstrate environmental stewardship as well as fiscal and social responsibility. To that end, Lewisville will consider environmental factors such as but not limited to, recycled content, product life cycle, waste reduction, energy efficiency, toxicity, water consumption, and human health impacts when making purchasing recommendations. To assist City staff with evaluating these factors, prospective vendors may be required to provide specific information about their products and services that addresses environmental impacts.

Does Product or Service?	Yes	No	Details
<b>Reduce energy consumption</b>	✓		We’re empowering our site managers to take the lead in energy management, ensuring that everyone is on board and actively contributing to reducing energy waste
<b>Reduce toxicity, including emissions</b>	✓		As part of our commitment to sustainability, we have transitioned the majority of our field crews’ handheld equipment from gasoline-powered to battery-operated models, significantly reducing our carbon footprint
<b>Reduce waste</b>	✓		Using technology like drones or sensors to monitor and track material usage, reducing waste and improving efficiency.
<b>Contain recyclable materials</b>	✓		By prioritizing the use of materials that incorporate recyclable content, we aim to minimize waste and enhance sustainability within our projects.
<b>Reduce water consumption</b>	✓		By using water-efficient tools, reusing water when we can, and being mindful of our usage, we’re helping reduce our environmental impact and saving costs while conserving a vital resource.
<b>List other environmental impacts</b>	✓		Mitigating these impacts is crucial for more sustainable construction practices, ensuring that projects benefit both communities and the environment.

*Attach supporting documentation if needed*

## VENDOR SUPPLEMENTAL INFORMATION

---

*The following information is required for contract development.*

1. In what state was your business formed? Texas
2. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name Larry Frazier Title President  
Email Address lfrazier@faingp.com Telephone No. 817-927-4388  
Mailing Address PO Box 164308 City Fort Worth State TX Zip 76161

3. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name Larry Frazier Title President  
Email Address lfrazier@faingp.com Telephone No. 817-927-4388  
Mailing Address PO Box 164308 City Fort Worth State TX Zip 76161

4. Provide the following information for the person authorized to receive notices and communications regarding this contract on behalf of your organization:

Name Larry Frazier Title President  
Email Address lfrazier@faingp.com Telephone No. 817-927-4388  
\*Physical Business Address 2500 Great Southwest Pkwy City Fort Worth State TX Zip 76106

*\*Notices and communications will be mailed to this physical address*

5. Select and complete one of the following:

- a. ☐ **Sole Proprietorship**  
i. Legal name of Sole Proprietor: N/A  
ii. Physical business address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- b. ☐ **General Partnership**  
i. Legal name of Partnership: N/A  
ii. Physical business address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



## VENDOR SUPPLEMENTAL INFORMATION

- c. ☐ **Limited Partnership**
- i. Legal name of Limited Partnership: N/A
- ii. General Partner(s):
- If a legal entity, name of the entity: \_\_\_\_\_
  - If an individual, name of the individual: \_\_\_\_\_
- iii. Physical business address: \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- d. ☒ **Corporation**
- i. Legal name of Corporation: The Fain Group, Inc.
- ii. Physical business address 2500 Great Southwest Pkwy.
- City Fort Worth State TX Zip 76106
- e. ☐ **Limited Liability Company**
- i. Legal name of Limited Liability Company: N/A
- ii. Physical business address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- f. ☐ **Other Entity (not listed)**
- i. Legal name and type of Company: N/A
- ii. Physical business address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6. Does your business have 10 or more full-time employees? ☐ No ☒ Yes

7. a. Are you a publicly traded business? ☒ No ☐ Yes – where traded: \_\_\_\_\_

b. Are you a wholly owned subsidiary of a publicly traded business? ☒ No ☐ Yes – which publicly traded business: \_\_\_\_\_

8. a. Is your business registered with the Texas Secretary of State? ☐ No ☒ Yes

b. If yes, please provide records or screenshot(s) from the Texas Secretary of State's website reflecting the name or names for which your business has been registered.

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: [Signature] Date: 01-21-2025

Print Name: Larry Frazier Print Title: President



## Franchise Tax Account Status

As of : 01/08/2025 14:58:17

This summary page is designed to satisfy standard business needs. If you need to reinstate or terminate a business with the Texas Secretary of State, you must obtain a certificate specific to that purpose.

THE FAIN GROUP, INC.	
<b>Texas Taxpayer Number</b>	12016584430
<b>Mailing Address</b>	PO BOX 164308 FORT WORTH, TX 76161-4308
<b>ⓘ Right to Transact Business in Texas</b>	ACTIVE
<b>State of Formation</b>	TX
<b>SOS Registration Status</b> (SOS status updated each business day)	ACTIVE
<b>Effective SOS Registration Date</b>	09/22/2004
<b>Texas SOS File Number</b>	0800392913
<b>Registered Agent Name</b>	LARRY D. FRAZIER
<b>Registered Office Street Address</b>	2500 GREAT SOUTHWEST PKWY FORT WORTH, TX 76106





**LEWISVILLE**

Deep Roots. Broad Wings. Bright Future.



## **Request For Proposal #25-32-C**

### **Lewisville Grand Theater Plaza & Old Town Pocket Park**





# TABLE OF CONTENTS

- ◆ Cover Letter
- ◆ Schedule
- ◆ Company Overview and Project Approach
- ◆ Experience and Reputation

# COVER LETTER



Building Relationships  
Constructing Futures

P.O. Box 164308  
Fort Worth, TX 76161

**817-927-4388**  
817-927-4389 Fax  
[www.faingp.com](http://www.faingp.com)

January 28, 2025

City of Lewisville  
Purchasing Office  
151 West Church Street  
PO Box 299002  
Lewisville, TX 75029-9002

Re: Lewisville Grand Theater Plaza & Old Town Pocket Park

Dear Ms. Carpenter

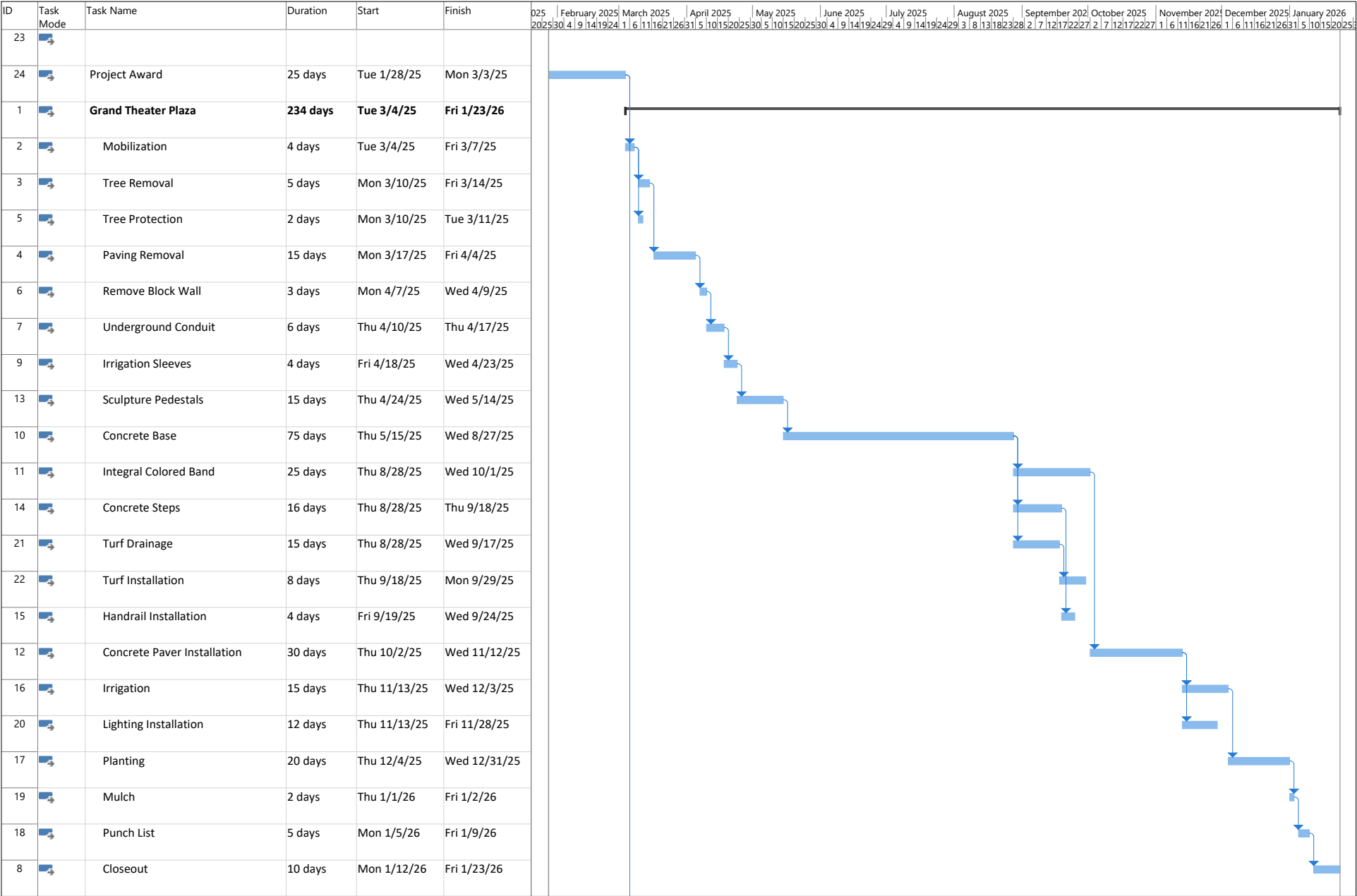
The Fain Group, Inc. is pleased to present the following proposal to the City of Lewisville for the Lewisville Grand Theater Plaza & Old Town Pocket Park. We have completed many Park projects over the past 20 years, and we are convinced that our response will show off our capacity and track record for excellence and timeliness. Our company has worked on numerous park, streetscape, and downtown improvement projects with different cities in the Metroplex and the professionals on our team are motivated to provide a quality project. We value the chance to collaborate with the City of Lewisville.

Thank you for this opportunity, and should any questions arise, please contact us.

Sincerely,

Larry Frazier  
President

# SCHEDULE



Project: Schedule  
Date: Tue 1/28/25

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

Page 1

ID	Task Mode	Task Name	Duration	Start	Finish																																																		
25		Old Town Pocket Park	77 days	Tue 3/4/25	Wed 6/18/25																																																		
40		Mobilization	2 days	Tue 3/4/25	Wed 3/5/25																																																		
26		Asphalt Removal	4 days	Thu 3/6/25	Tue 3/11/25																																																		
27		Grading	4 days	Wed 3/12/25	Mon 3/17/25																																																		
37		Underground Conduit	4 days	Tue 3/18/25	Fri 3/21/25																																																		
28		Concrete Paving	30 days	Mon 3/24/25	Fri 5/2/25																																																		
29		Fence Posts Set	5 days	Mon 5/5/25	Fri 5/9/25																																																		
31		Turf Drainage	10 days	Mon 5/5/25	Fri 5/16/25																																																		
30		Fencing Installation	5 days	Mon 5/12/25	Fri 5/16/25																																																		
32		Turf Installation	7 days	Mon 5/19/25	Tue 5/27/25																																																		
34		Irrigation	5 days	Mon 5/19/25	Fri 5/23/25																																																		
35		Planting	5 days	Mon 5/26/25	Fri 5/30/25																																																		
33		Site Amenity Installation	6 days	Wed 5/28/25	Wed 6/4/25																																																		
36		Mulch	1 day	Mon 6/2/25	Mon 6/2/25																																																		
38		Lighting Installation	8 days	Mon 6/2/25	Wed 6/11/25																																																		
39		Punch List	5 days	Thu 6/12/25	Wed 6/18/25																																																		
Project: Schedule Date: Tue 1/28/25		Task Split Milestone Summary	Project Summary Inactive Task Inactive Milestone Inactive Summary	Manual Task Duration-only Manual Summary Rollup Manual Summary	Start-only Finish-only External Tasks External Milestone	Deadline Progress Manual Progress																																																	
Page 2																																																							



# **COMPANY OVERVIEW AND PROJECT APPROACH**

## Introduction

At the Fain Group we have extensive experience in successfully delivering complex park projects. We are committed to completing the proposed work outlined in the Contract Documents with the highest standards of quality, efficiency, and safety. Our approach to construction is based on a thorough understanding of the project scope, careful planning, and proactive management. We will leverage our experienced team, established processes, and reliable subcontractor network to execute the work on time and within budget, while maintaining clear communication and compliance with all contract requirements.

### 1. Project Understanding and Key Objectives

We recognize that the project involves many scopes of work, including removals, concrete work, masonry, electrical, site amenities, and landscaping. Our objective for the entire project is a completion time of 240 calendar days. We have broken this down into 5 milestone completion dates for demolition, rough grading, paving, field finishes and landscaping. Our project completion schedule would have sequential completions with demolition completed within 30 days, rough grading complete within 15 days, paving completed within 90 days, field finishes complete within 60 days, and landscape and irrigation complete within 60 days. Obviously, several other trades will be working concurrently with these milestone phases, but these major milestones will be our measuring stick for the entirety of the project. We recognize the level of quality that is being reached with all the recent improvements to downtown, and this project would be approached in the same manner.

### 2. Construction Methodology and Approach

For the Lewisville Grand Theater Plaza and Old Town Pocket Park, we would maintain the same level of quality as we do all of our projects by following a detailed phase approach:

- **Pre-Construction Phase:** We will finalize the project schedule, provide the requested material submittals, and secure all necessary permits and approvals. During this phase, we will engage our team to being the process of procurement of subcontractors and suppliers, assign roles and responsibilities, and engage key items that will require long lead times. Key team members for this phase will be the electrical subcontractor, masonry subcontractor and the canopy supplier. This phase will begin before contracts are established and after a notice of award is given.
- **Construction Phase:** This will be broken down into specific tasks, such as site preparation, foundation work, paving, electrical, and site finishings. Each phase will be executed using well-defined processes to ensure that the work is completed on schedule and within budget. Regular meetings and progress updates will be held to track milestones and make any necessary adjustments as needed. We will follow our determined milestone dates listed previously to keep the project on track.
- **Close-Out Phase:** At the conclusion of the project, we will conduct a comprehensive inspection to ensure that all contract requirements are met. Any punch list items will be promptly addressed, and final documentation, including as-built drawings and warranties, will be submitted to the City of Lewisville.



### **3. Resource Management**

Effective resource management is key to the timely and efficient completion of the project. We will assign one of our goal-oriented project managers to oversee this project and they will work under the guidance of Larry Frazier, our director. Every member of our team has extensive backgrounds in the construction of parks and community areas. Our experienced team will oversee all aspects of the construction process, ensuring that the appropriate resources are allocated, handle all logistics of suppliers and subcontractors to prevent delays, and we will maintain a well-organized schedule for clear communication between everyone involved. To ensure high-quality workmanship, we will engage trusted subcontractors with a proven track record in their respective trades, and we will collaborate closely with them throughout the project.

Our approach to material procurement will ensure that we meet project specifications while considering both cost-effectiveness and timely delivery. We will maintain strong relationships with suppliers to ensure reliable access to quality materials.

We understand the critical importance of adhering to the project schedule and communication. Our project manager will develop a detailed schedule using proven project management software, breaking down the work into manageable tasks and defining key milestones. This schedule will be continuously monitored and updated to account for any changes or delays. In the event of unexpected disruptions, we will quickly implement corrective actions, such as adjusting work sequences or reallocating resources, to minimize impacts on the overall timeline.

We use Procore for our project management software and find it consolidates every aspect of the project information into one location for all project members to see from the City of Lewisville down to the foreman in the field. This software allows us to track submittals, RFI's, correspondence, schedules and makes the project an open book for all.

### **6. Communication and Reporting**

Clear and consistent communication are essential for a successful project. We will establish an open line of communication with the client, engineers, subcontractors, and suppliers from day one. Regular project meetings will be held to provide updates on progress, discuss any potential challenges, and resolve issues promptly. Our project management team can provide progress reports, which will include updates on schedule, quality control, and safety performance.

We will also ensure that any changes to the scope of work are documented and communicated effectively, with any proposed change orders issued to maintain transparency.

### **Conclusion**

In our estimation the keys for the project's success is minimizing the impact of the project to the use of adjacent facilities, providing a quality driven project that the city of Lewisville and its citizens can enjoy for several generations, and making the construction process as easy as we can. We are committed to maintaining open communication and working collaboratively with studioOutside, the City of Lewisville and all other stakeholders to achieve a project that we and countless other patrons can talk about how nice of an area it is to enjoy.

# EXPERIENCE AND REPUTATION



**Project Name :** **Mansfield Parks CMAR**  
**Services Provided:** Sealed Bid  
**Date Completed:** May 2023  
**Final Construction Costs:** \$3,600,140.96

**Client:**

City of Mansfield  
1164 Matlock Road, Mansfield, TX 76063  
James Fish (817) 728-3394  
James.fish@mansfieldtexas.gov

**Design Firm:**

Dunaway Associated  
Adam Brewster  
abrewter@dunaway.com  
(817) 335-1121

**Project Schedule:** Contract Time: 180 Days  
Final Contract Time: 180 Days

**Contract Costs:** Original Contract Value:  
\$3,600,140.96  
Final Contract Value:  
\$3,600,140.96







**Project Name :** Alliance Park Phase I and II

**Services Provided:** CMAR

**Date Completed:** March 2021

**Final Construction Costs:** \$5,000,000.00

**Client:** City of Fort Worth  
1000 Throckmorton, Ft. Worth, TX 76102  
Bryan Lyness (817) 392-5700

**Design Firm:**  
Freese and Nichols, Inc.  
Seth Henry, Landscape Architect  
Seth.henry@freese.com  
(817) 735-7300

**Project Schedule:** Contract Time: 365 Days  
Final Contract Time: 425 Days

**Contract Costs:** Original Contract Value:  
\$5,000,000.00  
Final Contract Value: \$5,000,000.00





**Project Name :** Chisholm Trail Park, Fort Worth, TX

**Services Provided:** Design Build

**Date Completed:** May 2016

**Final Construction Costs:** \$3,474,851.52

**Client:** City of Fort Worth  
4200 S. Freeway Ste. 2200, Fort Worth, TX 76115  
Tom Alves (817) 392-5746

**Design Firm:** Dunaway and Associates  
Larry O'Flinn, ASLA  
loflinn@dunaway-assoc.com  
(817) 335-1121

**Project Schedule:** Contract Time: 540 Days  
Final Contract Time: 385 Days

**Contract Costs:** GMP: \$3,474,851.52  
Final Contract Value: \$3,474,851.52







**Project Name :** Northwest Downtown Street Rehabilitation

**Services Provided:** Sealed Bid

**Date Completed:** July 2024

**Final Construction Costs:** \$3,797,572.00

**Client:**

City of Weatherford

303 Palo Pinto St., Weatherford, TX

Emmit Perley (682) 229-2520

**Design Firm:**

Kimley-Horn

Misty Christian, P.E.

Misty.Christian@kimley-horn.com

(817) 335-6511

**Project Schedule:** Contract Time: 330 Days

Final Contract Time: 330 Days

**Contract Costs:** Original Contract Value: \$3,797,572.00

Final Contract Value: \$3,797,572.00





**Project Name :** Bates Street Reconstruction

**Services Provided:** Sealed Bid

**Date Completed:** August 2023

**Final Construction Costs:** \$4,283,638.00

**Client:**

City of Keller

1100 Bear Creek Pkwy.

Keller, TX 76248

Chad Barteo (817) 743-4082

**Design Firm:**

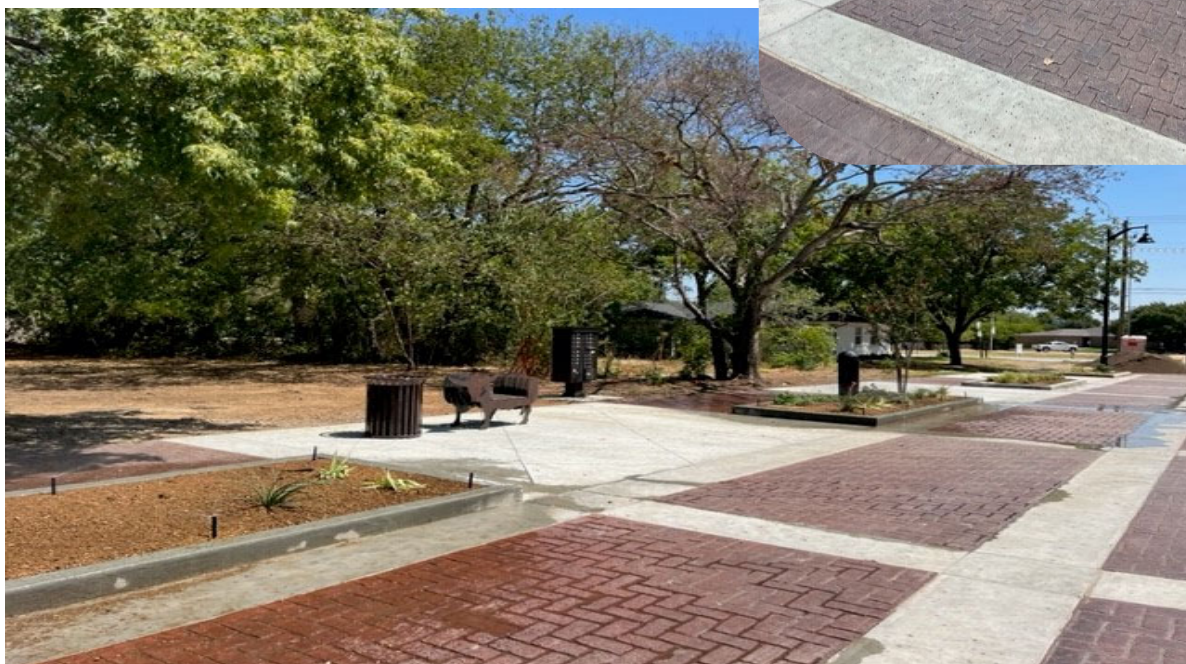
Kimley-Horn & Associates

Sam Fries, Project Engineer

(817) 304-9483

**Project Schedule:** Contract Time: 360 Days  
Final Contract Time: 360 Days

**Contract Costs:** Original Contract Value:  
\$4,283,638.00  
Final Contract Value:  
\$4,283,638.00





**Project Name :** Colleyville Plaza

**Services Provided:** Sealed Bid

**Date Completed:** November 2019

**Final Construction Costs:** \$2,774,547.50

**Client:**

City of Colleyville

100 Main Street

Colleyville, TX 76034

Core Lawson (817) 503-1000

**Design Firm:**

Freese and Nichols

Shane Friese, Landscape Architect

(817) 735-7300

**Project Schedule:** Contract Time: 225 Days  
Final Contract Time: 225 Days

**Contract Costs:** Original Contract Value:  
\$2,774,547.50  
Final Contract Value:  
\$2,774,547.50





# 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.

The Fain Group, Inc.  
Fort Worth, TX United States

Certificate Number:  
2025-1253634

Date Filed:  
01/06/2025

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 Lewisville

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.

25-32-C  
renovate the Lewisville Grand Theater Plaza and build a Pocket Park

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	The Fain Group, Inc., Larry Frazier	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

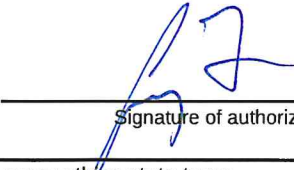
### 6 UNSWORN DECLARATION

My name is Larry Frazier, and my date of birth is 03-06-1972.

My address is 2500 Great Southwest Pkwy., Fort Worth, TX, 76106, USA.  
(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 21st day of January, 2025.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**IMPORTANT NOTICE  
STATE OF TEXAS  
COMPLAINT PROCEDURES**

**1. IMPORTANT NOTICE**

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

**1-800-243-0210**

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**7. PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8. ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

**1-800-243-0210**

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims  
One Park Circle  
P O Box 5001  
Westfield Center, OH 44251-5001  
Fax #330-887-0840**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091  
Austin, TX 78714-9091  
Fax: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Bid Bond  
SURETY DEPARTMENT**

**Conforms with the American Institute of  
Architects, A.I.A Documents No. A-310**

KNOW ALL MEN BY THESE PRESENTS,

That we, **The Fain Group, Inc.** as Principal hereinafter called the Principal, and **Westfield Insurance Company** a corporation created and existing under the laws of the State of **Ohio** whose principal office is in **Westfield Center, OH** as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Lewisville** as Obligee, hereinafter called the Obligee,

in the sum of **Five Percent of the Greatest Amount Bid** Dollars **(5% GAB)** for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for **Lewisville Grand Theater Plaza & Old Town Pocket Park**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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

Signed and sealed this **21st** day of **January**, **2025**

**The Fain Group, Inc.**

(Principal)

By  (SEAL)

**Westfield Insurance Company**

(Surety)

By  (SEAL)  
Johnny Moss, Attorney-in-fact



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/10/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**TONY FIERRO, JOHNNY MOSS, JAY JORDAN, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JAROD JAGGERS, CALEB HALE, RYAN COX, JOINTLY OR SEVERALLY**

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."


"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **10th** day of **OCTOBER** A.D., **2024**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **10th** day of **OCTOBER** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **21st** day of **January** A.D., **2025**.



  
**Frank A. Carrino, Secretary**