

**CITY OF TOMBALL
DOWNTOWN BOLLARD PLAN**

List of Documents and Forms that the Contractor must fill out:

- Document 00432 Certificate of Interested Parties (Form 1295) (Must File Online At www.ethics.state.tx.us/File)
- Document 00433 - Non-Collision Affidavit
- Document 00434 - Prohibition On Boycotting Israel Verification and Doing Business with Certain Companies
- Document 00435 - Prohibition On Contracts with Companies That Discriminate Firearm and Ammunition Industries and Prohibition on Contracts with Companies Boycotting Certain Energy Companies
- Document 00500 - Form of Business
- Document 00501 - Resolution of Corporation
- Document 00520 - Agreement
- Document 00600 - List Of Proposed Subcontractors and Suppliers
- Document 00601 - Drug Policy Compliance Agreement
- Document 00602 - Contractor's Drug-Free Workplace Policy (Contractor Creates This Document.)
- Document 00604 - History Of OSHA Actions and List of On-The-Job Injuries
- Document 00605 - List Of Safety Impact Positions (Contractor Completes This List. Do Not Submit If Submitting Document 00606.)
- Document 00607 - Certification Regarding Debarment, Suspension, And Other Responsibility Matters
- Document 00610 - Performance Bond
- Document 00611 - Statutory Payment Bond
- Document 00620 - Affidavit Of Insurance (With Certificate of Insurance Attached) CERTIFICATE OF LIABILITY INSURANCE
- Conflict Of Interest Questionnaire (Form CIQ)

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

Certificate Number:
2026-1445848

Date Filed:
04/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

On Par Civil Services, LLC.
Houston, TX United States

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

City of Tomball

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.

E & P 2026-10002

City of Tomball Downtown Bollard Plan

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Munoz, Rogelio	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

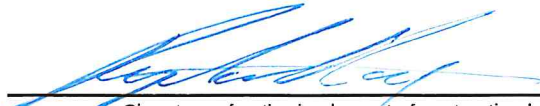
6 UNSWORN DECLARATION

My name is Rogelio Munoz, and my date of birth is 02/20/1973.

My address is 8226 Middlebury Lane, Houston, TX, 77070, USA.
(city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 9 day of April, 2026.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Document 00433

NON-COLLUSION AFFIDAVIT

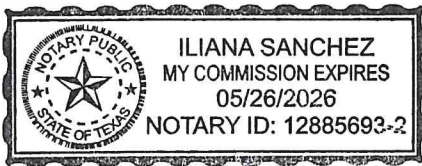
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

By the signature below, the signatory for the responder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed Name: *Rogelio Muñoz*
Title: *MANAGING MEMBER*
Company: *OW PAR CIVIL SERVICES, LLC.*
Date: *4/09/2026*

SUBSCRIBED and sworn to before me the undersigned authority by *Rogelio Muñoz* the *Managing Member*, *OW Par Civil Services* on behalf of said bidder.



[Signature]
Notary Public in and for the
State of Texas

My commission expires: *5/26/26*

END OF DOCUMENT

Document 00434

PROHIBITION ON BOYCOTTING ISRAEL VERIFICATION AND
DOING BUSINESS WITH CERTAIN COMPANIES

This Verification is hereby incorporated into the terms of the contract by and between the City of Tomball, Harris, TX and Dr. Pam Lovell (Contractor) entered into this the 9 day of APRIL, 2022: 26 SERVICES, LLC.

1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2270 and 2252 of the Texas Government Code, effective September 1, 2017, does hereby agree, confirm, and verify that it:

- A. Does not Boycott Israel;
- B. Will not Boycott Israel during the term of the contract; and
- C. Will not engage in business with Iran, Sudan or Foreign Terrorist Organization

"Boycott Israel" has the meaning given to it in Chapter 808 of Subtitle A, Title 8 of the Texas Government Code. As of the effective date of the statute, the term means "refusing to deal with, terminating business activities with, or otherwise 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."

Foreign Terrorist Organization is defined in Subchapter F 2252.151 as "an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189."

- 2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
- 3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

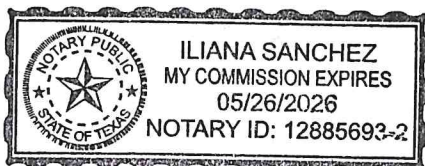
[Signature]
Contractor

State of Texas
County of Harris

Before me, a notary public, on this day personally appeared Rogelio Munoz, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1.A, 1.B, and 1.C are true and correct.

[Signature]
Notary Public's Signature and Seal

END OF DOCUMENT



Document 00435

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST
FIREARM AND AMMUNITION INDUSTRIES AND PROHIBITION ON CONTRACTS WITH
COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This Verification is hereby incorporated into the terms of the contract by and between the City of Tomball, Harris, TX and DO PAR (Contractor) entered into this the 9 day of April, 2022-26
CIVIL SERVICES, LLC.

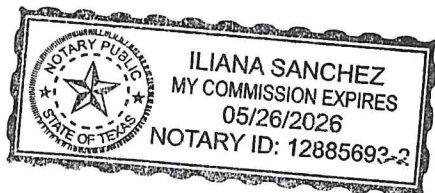
1. **Contractor**, in conjunction with the execution of the above referenced contract and in accordance with Chapter 2274 of the Texas Government Code, effective September 1, 2021, does hereby agree, confirm, and verify that it:
 - A. Does not Boycott Energy Companies;
 - B. Will not Boycott Energy Companies during the term of the contract;
 - C. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 - D. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.
2. Contractor hereby acknowledges and agrees that this verification is a material term of the contract and Owner is expressly relying on this verification in agreeing to enter into the contract with Contractor.
3. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR RELATED TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY CONTRACTOR PROVIDED HEREUNDER.

[Signature]
Contractor

State of Texas
County of Harris

Before me, a notary public, on this day personally appeared Rogelio Munoz, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained in Paragraph 1.A, 1.B, 1.C, and 1.D are true and correct.

[Signature]
Notary Public's Signature and Seal



END OF DOCUMENT

Document 00500

FORM OF BUSINESS

Please mark the box describing your firm's form of business, fill in the requested information, and include the relevant attachments.

Corporation

Corporate Name: _____
State of Incorporation: _____
Mailing Address: _____
Type of Corporation: _____

Certificate of Assumed Name, if operating under a name different than that on the corporate charter (the Certificate must have been issued within the past 10 years to be valid)

*Certificate of Good Standing

*Certificate of Existence (if non-Texas corporation, Certificate of Authority)

Partnership/Joint Venture

Partnership/Joint Venture Name: _____
Mailing Address: _____
Type of Partnership/Joint Venture: _____

Copy of the Partnership or Joint Venture Agreement, **or** Affidavit with the name of the partnership or joint venture, the names of the individual partners or participants in the joint venture, and a statement that the partnership or joint venture is in existence

Certificate of Assumed Name, (the Certificate must have been issued within the past 10 years to be valid)

If firm is a limited partnership, the Certificate of Limited Partnership

If any partner or joint venturer is a corporation, the above information relating to corporation must be included as to each sum partner or joint venturer.

Sole Proprietorship

Name: ON PAR LEGAL SERVICES, LLC.
Mailing Address: 1270 BIRLOCK RD, SUITE 300 HOUSTON, TX 77058

Certificate of Assumed Name, if operating under a name different than that of the sole proprietor (the Certificate must have been issued within the past 10 years to be valid)

* Must be furnished upon request of the Director and must be less than 90 days old.

END OF DOCUMENT

Document 00501

RESOLUTION OF CORPORATION

I hereby certify that it was RESOLVED by a quorum of the directors of

(Name of Corporation / Contractor)
on the ____ day of _____, 20____, that _____,
(Corporate Representative)

be, and hereby is, authorized to act on behalf of the Corporation, as its representative,
in all business transactions conducted in the State of Texas, and

That the above resolution was unanimously ratified by the Board of Directors at
said meeting and that the resolution has not been rescinded or amended and is now in
full force and effect; and

In authentication of the adoption of this resolution, I subscribe my name on this
____ day of _____, 20____.

Secretary/Assistant Secretary

END OF DOCUMENT

Document 00520

AGREEMENT

Project: Downtown Bollard Plan
Project Location: City of Tomball Downtown (Key Map No. 288 G, H)
Project Bid No: 2026-04
E&P Project No: 2026-10002

The City: The City of Tomball, County of Harris, Texas (the "City")

and

Contractor: DDP P&H CIVIL SERVICES, LLC.
(Address for Written Notice) 1220 BLALOCK RD. SUITE 300
HOUSTON, TX 77055
Fax Number: N/A

City Engineer is: _____
(Address for Written Notice) _____
Fax Number: _____

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 120 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ 121,321.95 which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1	\$ 8,960.00
Alternate No. 2	\$ 5,250.00

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).
For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [_____]

Addendum No. 2, dated [_____]

Addendum No. 3, dated [_____]

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)

- 00800 Exhibit A, Wage Rates
- 00821 Wage Rate for Building Construction
- 00830 Trench Safety Geotechnical Information

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: ROBERTO MURILLO

Name: _____

Title: MANAGER MEMBER

Title: _____

Date: _____

Date: _____

Tax Identification Number: 88-2511230

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____
City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

Document 00600

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS - PART A
SCHEDULE OF SUBCONTRACTORS AND SUPPLIERS

PROJECT NAME: Downtown Bollard Plan
PROJECT NO.: 2026-10002

DATE OF REPORT: 4/9/2026

SUBCONTRACTOR OR SUPPLIER	ADDRESS	SCOPE OF WORK ²
BOLLARD PLUS	2121 GOLDEN RD. SUITE 2A SPRING TX 77380	BOLLARDS
CHERRY/MARCO SA	6131 SELINSKY RD. HOUSTON TX 77048	CEMENT SUBS
GO HAND CONCRETE TOMBALL	23920 FM 2978 TOMBALL TX 77375	CONCRETE
WHITE CAP	8543 TR-242 BLDG 1 CONROE TX 77385	REBAR/INSTALL
AMERICAN MATERIAL	10126 CASH RD. STAFFORD TX 77477	ASPHALT
TEXCRETE RECY. MIX CONCRETE	18935 CIRCLE RD PRIDE ACRES TX 77362	CONCRETE

- NOTES:**
1. RETURN PART B FOR ALL PROJECTS WITHIN THE SPECIFIED NUMBER OF DAYS AFTER RECEIPT OF NOTICE OF INTENT TO AWARD.
 2. DESCRIBE THE WORK TO BE PERFORMED, SUCH AS PAVING, ELECTRICAL, ETC.

CONTRACTOR SHALL EXECUTE CONTRACTS WITH APPROVED SUBCONTRACTORS AND SUPPLIERS WITHIN 30 DAYS AFTER THE DATE OF THE NOTICE TO PROCEED.

SIGNATURE: [Signature]

COMPANY NAME: OUTPOST LEVEL SERVICES, LLC

NAME: ROBERTO MUÑOZ
(Type or Print)

TITLE: MANAGING MEMBER

END OF DOCUMENT

Document 00601

DRUG POLICY COMPLIANCE AGREEMENT

I, ROBERTO MUÑOZ, MANAGER'S MEMBER,
Name Title
of DU PAR CIVIL SERVICES, LLC
Contractor

have authority to bind Contractor with respect to its Bid, Proposal, or performance of any and all contracts it may enter into with the City of Tomball; and that by making this Agreement, I affirm that Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. _____).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and an HHS-certified drug-testing laboratory to perform drug tests.
3. Monitor and keep records of drug tests given and results; and upon request from the City of Tomball, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. _____ is a material condition of the Contract with the City of Tomball,

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations or documentation in compliance with the Mayor's Drug Policy or Executive Order No. _____ will be considered a breach of the Contract with the City and may result in non-award or termination of the Contract by the City.

DU PAR CIVIL SERVICES, LLC
Contractor

[Signature]
Signature

MANAGER'S MEMBER
Title

4/9/2026
Date

END OF DOCUMENT

Document 00606

CONTRACTOR'S CERTIFICATION OF
NO SAFETY IMPACT POSITIONS IN PERFORMANCE OF A CITY CONTRACT

BEFORE ME, the undersigned authority, on this day personally appeared

Rodrigo Munoz
Affiant

who being by me duly sworn on his oath stated that he is MANAGING MEMBER
Title
of ON PAR LEGAL SERVICES, LLC
Contractor

and that no employee safety impact positions, as defined in §5.17 of Executive Order
No. 1-31, will be involved in performing CITY OF TOMBALL DOWNTOWN BOLLARD PLAN
Project

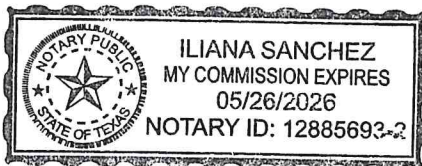
Contractor agrees and covenants that it shall immediately notify the City of Houston
Director of Personnel if any safety impact positions are established to provide services
in performing this City Contract.

[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on this day of April 9, 2026

[Signature]
Notary Public in and for the State of TEXAS
Iliana Sanchez
Print or Type Notary Public Name

My Commission Expires: 5/26/26
Expiration Date



END OF DOCUMENT

Document 00607

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Section 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company:

ROBERTO MUÑOZ & MANAGER MEMBER
Typed Name & Title of Authorized Representative

[Signature]
Signature of Authorized Representative

4/9/2026
Date

I am unable to certify the above statements. My explanation is attached.

END OF DOCUMENT

Document 00610

PERFORMANCE BOND

THAT WE, On Par Civil Services, as Principal, (the "Contractor"), and the other subscriber hereto, West Bend Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Tomball (the "City"), a municipal corporation, in the penal sum of \$ *** for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. ***One Hundred Twenty-One Thousand Three Hundred Twenty-One and 95/100 (\$121,321.95)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City for CITY OF TOMBALL DOWNTOWN BOLLARD PLAN, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in

the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

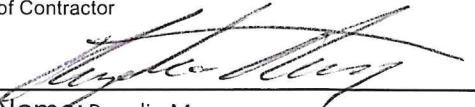
This Bond and all obligations created hereunder shall be performable in Harris County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

By: 
Name: Liana Sanchez
Title: Administrative Assistant

On Par Civil Services
Name of Contractor
By: 
Name: Rogelio Munoz
Title: Managing Member
Date:

ATTEST/SURETY WITNESS:
(SEAL)

West Bend Insurance Company
Full Name of Surety
1900 South 18th Avenue
Address of Surety for Notice
West Bend, WI 53095
800-252-3439
Telephone Number of Surety

By: 
Name: Debbie Bledsoe
Title: Witness
Date:

By: 
Name: Hannah Montagne
Title: Attorney-in-Fact
Date:

END OF DOCUMENT

Document 00611

STATUTORY PAYMENT BOND

THAT WE, On Par Civil Services, as Principal, hereinafter called Contractor and the other subscriber hereto, West Bend Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Tomball, a municipal corporation, in the sum of \$ *** for the payment of which sum, well and truly to be made to the City of Tomball, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

***One Hundred Twenty-One
Thousand Three Hundred Twenty-One
and 95/100 (\$121,321.95)

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City of Tomball for City of Tomball Downtown Bollard Plan

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.


IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)


By: 
Name: Lliana Sanchez
Title: Administrative Assistant

On Par Civil Services

Name of Contractor

By: 
Name: Rogelio Munoz
Title: Managing Member
Date:

ATTEST/SURETY WITNESS:
(SEAL)

By: 
Name: Debbie Bledsoe
Title: Witness
Date:

West Bend Insurance Company
Full Name of Surety
1900 South 18th Avenue
Address of Surety for Notice
West Bend, WI 53095

800-252-3439
Telephone Number of Surety

By: 
Name: Hannah Montagne
Title: Attorney-in-Fact
Date:

END OF DOCUMENT



Bond No. 2299452

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Michele Bonnin, Erica Anne Cox, Hannah Montagne, Jillian O’Neal, Samantha Olson

lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

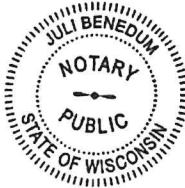
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.



IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener información o para presentar una queja:

You may contact West Bend Insurance Company:

Usted puede comunicarse con su West Bend Insurance Company:

1-800-760-9250

1-800-760-9250

You may also write to West Bend Insurance Company at:

Usted también puede escribir a West Bend Insurance Company at:

Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439

Attn: Claims/Surety Department
1900 S. 18th Avenue
West Bend, WI 53095
1-800-252-3439

You may write the Texas Department of Insurance:

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

ATTACH THIS NOTICE TO YOUR BOND:

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

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

Document 00620

AFFIDAVIT OF INSURANCE

BEFORE ME, the undersigned authority, on this day personally appeared

RONELIO MAÑÓZ, who
Affiant

being by me duly sworn on his oath stated that he is MANAGER, of
Title

ON PAR CIVIL SERVICES, LLC,
Contractor's Company Name

the Contractor named and referred to within the Contract documents; that he is fully competent and authorized to give this affidavit and that the attached original insurance certificate truly and accurately reflects the insurance coverage that is now available and will be available during the term of the Contract.

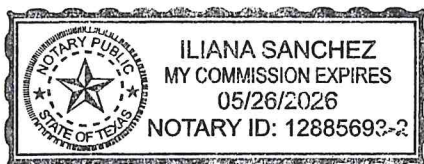
[Signature]
Affiant's Signature

SWORN AND SUBSCRIBED before me on 4-9-26.
Date

[Signature]
Notary Public in and for the State of TEXAS

Iliana Sanchez
Print or type Notary Public name

My Commission Expires: 5/26/26
Expiration Date



END OF DOCUMENT



AGENCY CUSTOMER ID: ONPARCI01C

BMEYER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY INSURICA		NAMED INSURED On Par Civil Services LLC 1220 Blalock Rd, Ste 300 Houston, TX 77055 Harris	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Page 2 of 2

GENERAL LIABILITY: Blanket Additional Insured, CG2010 4/13 and CG2037 04/13 Blanket Waiver of Subrogation per form CG88100413 ; Automatic Status - Contractors - Completed Operations per form CG86111016; Primary and Non-Contributory when required by written contractor per form CG881004 04/13; CG2010 04/13

EQUIPMENT: Blanket Loss Payee when required by written contract

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

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

ONE PAR CIVIL SERVICES, LLC

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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

[Signature]
Signature of person doing business with the governmental entity

4/9/2006
Date