

Oklahoma City Project # PD-3104

MAINTENANCE BOND
(Private Contract)

KNOW ALL MEN BY THESE PRESENT:

That We, Parathon Construction, LLC, as Principal, and Hudson Insurance Company, as Surety, are held and firmly bound unto THE CITY OF OKLAHOMA CITY in the full and just sum of Forty-Three Thousand, Two Hundred Fifty-Eight Dollars and Seventy-Eight Cents Dollars (\$ 43,258.78), such sum being equal to the contract price for a period of two (2) year, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Whereas, in a contract dated the 12th day of December, 20 22, with City of Oklahoma City

the Principal agreed to construct improvements in the City of Oklahoma City, being: PD-3104 Alley Re-Paving to Serve Sosa Townhomes NW 8th & Francis OKC, OK

as more particularly described and in compliance with the plans and specifications on file in the Office of the City Engineer of The City of Oklahoma City. As a condition of said construction contract and as a condition of the issuance of a work order by the City Engineer, Principal has agreed and hereby agrees to construct and maintain said improvements in compliance with Oklahoma City standards and the aforementioned plans and specification against any failure due to workmanship or material for a period of two (2) years from the date of final formal acceptance of the improvements by the Council of the City of Oklahoma City.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period of two (2) years from and after the final formal acceptance of said project by the City, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against any failure due to defective workmanship and/or material for a period of two (2) years and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Council of THE CITY OF OKLAHOMA CITY, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

REVIEWED and **APPROVED** by the Council of THE CITY OF OKLAHOMA CITY this
26TH day of SEPTEMBER, 20 23.

ATTEST:

Amy K. Simpson
City Clerk



David Holt
Mayor

REVIEWED for form and legality.

Chris Ball

Assistant Municipal Counselor

Revised 1/15/08

EXECUTED this 12th day of December, 20 22.

Parathon Construction, LLC
Principal

ATTEST:

[Signature]
Secretary/Witness

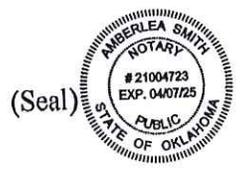
By [Signature]
JAMES R SMITH - President

NOTARY STATEMENT

STATE OF Oklahoma)
) SS.
COUNTY OF Oklahoma)

Signed and sworn or affirmed before me on this 12th day of December, 20 22,
by James R Smith
as a free and voluntary act on behalf of the Principal pursuant to authority conferred and for these
uses and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last
above written.



[Signature]
Notary Public

My Commission expires: 4/7/2025

My Commission No.: 21004723

EXECUTED this 12th day of December, 20 22.

Hudson Insurance Company
Surety

ATTEST:

[Signature]
Secretary/Witness

By [Signature]
Barry Lynn Herring Attorney-In-Fact



NOTARY STATEMENT

STATE OF Oklahoma)
)
COUNTY OF Lincoln)

SS.

Signed and sworn or affirmed before me on this 12th day of December, 20 22,
by Barry Lynn Herring
as a free and voluntary act on behalf of the Surety pursuant to authority conferred and for these uses
and proposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last
above written.

(Seal)

AMY WINTERS NOTARY PUBLIC - STATE OF OKLAHOMA MY COMMISSION EXPIRES JUN. 27, 2026 COMMISSION # 22008734
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[Signature]
Notary Public

My Commission expires: 12/27/2026

My Commission No.: 22008734



HICSW-25-A283-0049

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Barry Lynn Herring, Amy Winters
of the state of Oklahoma

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 20th day of September, 20 21 at New York, New York.



Dina Daskalakis (handwritten signature)

Attest... Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

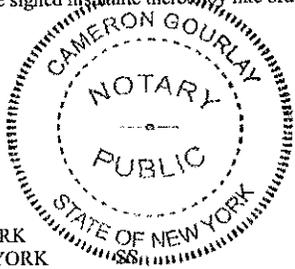
Michael P. Cifone (handwritten signature)

By... Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 20th day of September, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name hereto by like order.

(Notarial Seal)



Cameron Gourlay (handwritten signature)

CAMERON GOURLAY Notary Public, State of New York No. 01GO6372305 Qualified in New York County Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this ___ day of ___, 20__.



Dina Daskalakis (handwritten signature)

By... Dina Daskalakis, Corporate Secretary

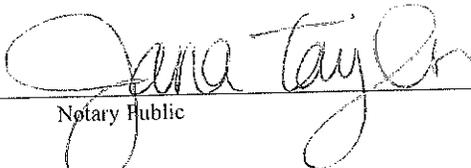
Notary Statement

STATE OF Oklahoma)
) Ss
COUNTY OF Oklahoma)

I, Jana Taylor, Notary Public in and for said County and State, do hereby certify that on this 28th day of September 2022,

Dillon Rosenhamer, personally known to me to be the same person and official who executed the above and foregoing instrument as Agent/Broker appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of the insurance companies listed pursuant to authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written.



Notary Public

13009645

Notary Commission Number

My commission expires:

10/16/2025
(Seal)

