

Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA. 19462-1644 Ph. (610) 832-8240

PERFORMANCE BOND

Bond Number: 022237832
KNOW ALL MEN BY THESE PRESENTS, that we Hellas Construction, Inc.
<u>Liberty Mutual Insurance Company</u> , as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto <u>Williamson County</u> , Texas
, as obligee (the "Obligee"), in
the penal sum of Two Hundred Twenty-four Thousand Four Hundred Sixteen & 50/100
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has by written agreement, dated the entered into a contract (the "Contract") with the Obligee for Williamson County SW Regional Park's Tennis, Pickleball and Basketball Courts, Williamson County, TX

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

- 1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
 - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
 - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee; or
 - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

- 2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligee for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligee by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
- 3. The Surety hereby waives notice of any alteration or extension of time made by the Obligee.
- 4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
- 6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of the Surety Law Department at the above address.

 Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

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DATED as of this 21st day of February	, <u>20 24</u> .	STRUCTION
WITNESS /ATTEST	Hellas Construction, Inc.	SEAL Z
Cyol	(Principal) By:	2003 (Seal)
	Name: Title: Title:	LEXAS MINING
	LIBERTY MUTUAL INSURANCE (Surety)	COMPANY
	By: Attorney-in-Fact	(S eal)

Ginger Hoke



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STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

(Public Work - State of Texas)

Bond Number: <u>022237832</u>			
KNOW ALL MEN BY THESE PRESENTS: that Hellas Construction, Inc. 12000 West Parmer Lane Austin, TX 78613			
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), are held and firmly bound unto Williamson County, Texas 321 W. 8th St. Georgetown. TX 78626			
in the amount of Two Hundred Twenty-four Thousand Four Hundred Sixteen & 50/100 , as obligee (the "Obligee"),			
Dollars (\$224.416.50),			
for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.			
WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the <u>6th</u> day of <u>February</u> , <u>2024</u> , to			
Williamson County SW Regional Park's Tennis, Pickleball and Basketball Courts, Williamson County, TX			
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.			
NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.			
PROVIDED, HOWEVER, that this bond is executed pursuant to the Provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. Pursuant to Chapter 2253, any notice of claim should be sent to the Surety at the address referenced above.			
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 21st day of February 2024			
Tebruary , 2024			
WITNESS / ATTEST: Hellas Construction, Inc.			
(Principal) By: SEAL 2003 (Seal)			
Name: The Pall in the Title: Chrab Estar III. TEXAS			
LIBERTY MUTUAL INSURANCE COMPANY			
By: (Seal)			
Attorney-in-Fact Ginger Hoke			

MAINTENANCE BOND

Bond No. 022237832 ALL MEN BY THESE PRESENTS: That, Hellas Construction, Inc. Austin, TX as Principal, and the **Liberty Mutual Insurance Company** as Surety, are held and firmly bound unto Williamson County, Texas in the penal sum of Forty Four Thousand Eight Hundred Eighty Four and Zero & 00/100 44,884.00 Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Whereas the said Principal entered into a certain contract, with Williamson County, Texas To furnish all the material and labor necessary for the construction of Williamson County SW Regional Park's Tennis, Pickleball and Basketball Courts, Williamson County, TX in Georgetown, TX In conformity with certain specifications; and Whereas a further condition of said contract is that the said Principal should furnish a bond in indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of 1 Year years from date of acceptance of the work under said contract; and **Liberty Mutual Insurance Company** for a valuable consideration, Whereas the said has agreed to join with said Principal in such bond or guarantee, indemnifying said Williamson County, Texas Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost and expense, remedy any and all defects that may develop in said work within the period years from the date of date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise, to be and remain in full force and virtue in law. In Witness whereof, we have hereunto set our hands and seals this day of February ______ , 2024 Hellas Construction, Inc. Principal Chief Este **Liberty Mutual Insurance Company** Surety Attorney-in-Fact Seal No. 4684

175 Berkeley Street

Boston, MA 02116

Address