

PERFORMANCE BOND

A. D. Miller Services, Inc. _____, as principal, hereinafter called Contractor, and SiriusPoint America Insurance Company _____, as Surety, with general offices in New York, NY _____, a corporation organized under the laws of the State of NY _____, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Commerce City, Colorado, as obligee, hereinafter called the City, in the penal sum of FOUR MILLION SEVEN HUNDRED THOUSAND AND NO/100 _____ Dollars (\$ 4,700,000.00 _____), in United States currency, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Contractor has entered into a written contract with the City dated _____, 20____, for _____
Paradice Pool Repairs, 2024-05-FAC _____ in accordance with Contract Documents comprising the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this Performance Bond are such that, if Contractor shall satisfactorily perform the Contract, the obligations hereunder shall be null and void; otherwise, the obligations shall remain in full force and effect. Whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety may promptly remedy the default or shall promptly

Complete the Contract in accordance with its terms and conditions, or

Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as Work progresses (even though there should be a default or a succession of defaults under the contracts of completion arranged under the paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to Contractor.

In addition, if Contractor or its Subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such Contractor or its Subcontractor in performance of the Contract or shall fail to duly pay any person who supplies rental machinery tools or equipment all amounts due as the result of the use of such machinery tools or equipment in the prosecution of the work, then the Surety shall pay the same in an amount not exceeding the sum specified in the Bond together with interest at a rate of eight percent per annum.

In addition to the other conditions hereof, this Bond shall include all provisions set forth in Section 38-26-106, C.R.S.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time or change in, addition to or other modification of the terms of the Contract or work to be performed

thereunder or of the Drawings, Plans/Specifications or any other Contract Document shall in any way affect its obligation on this bond, and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.


Any action against the Surety on this Bond shall be brought no later than two years from the date fixed for final settlement of the Contract.

Signed and sealed this 25th day of June, 2024.

Contractor: A. D. Miller Services, Inc.

Surety: SiriusPoint America Insurance Company

By: 

By: 

Its: Adam Miller, President

Its: Jessika Gulliver, Attorney-In-Fact

Address for Notices: 285 Fulton Street 47th Floor Ste 47J
New York, NY 10007

Attest: 

PAYMENT BOND

A. D. Miller Services, Inc., as principal, hereinafter called Contractor, and, SiriusPoint America Insurance Company as Surety, with general offices in New York, NY, a corporation organized under the laws of the State of NY, and authorized to transact business in the State of Colorado, are hereby bound unto the City of Commerce City, Colorado, as obligee, hereinafter called the City, in the penal sum of FOUR MILLION SEVEN HUNDRED THOUSAND AND NO/100 dollars (\$ 4,700,000.00) with interest thereon at the rate of eight percent per annum on all payments becoming due in accordance with the below designated Contract from the time such payment shall become due until such payment shall be made, in United States currency, for the payment of which sum Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

WHEREAS, Contractor has entered into a written Contract with the City dated _____, 2024, for Paradise Pool Repairs, 2024-05-FAC in accordance with Contract Documents contained in the Contract, a copy of which Contract is attached hereto and made a part hereof and is hereinafter referred to as the Contract;

NOW, THEREFORE, the conditions of this Payment Bond are such that, if Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its Subcontractors with labor or materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract and shall indemnify and save harmless the City to the extent of any payments in connection with the performance of such Contracts that the City may be required to make under law, then this obligation shall be null and void; otherwise the obligation shall remain in full force and effect.

In addition to the other conditions hereof, this Bond shall include all provisions set forth in Section 38-26-105, C.R.S.

THE UNDERSIGNED SURETY for value received hereby agrees that no extension of time, change in, addition to, or other modification of the terms of the Contract or work to be performed thereunder or of the Specifications of the Contract Documents shall in any way affect its obligation on this Bond, and the Surety does hereby waive notice of any such extension of time, change, addition, or modifications.

Any action against the Surety on this Bond shall be brought no later than two years from the date fixed for final settlement of the Contract.

Signed and sealed this 25th day of June, 2024.

Contractor: A. D. Miller Services, Inc.

Surety: SiriusPoint America Insurance Company

By: 

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Its: Adam Miller, President

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