

Bond No. 71754123

PART VII

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Nuday, Inc.

(Name of CONTRACTOR)

230 Wright St., Frankfort, KY 40602

(Address of CONTRACTOR)

a Corporation

_____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and WESTERN SURETY COMPANY

(Name of Surety)

333 S. Wabash Ave., 41st Fl., Chicago, IL 60604

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of: One Hundred Fifty-Two Thousand Nine Hundred Seventy-Eight & no/100 Dollars, (\$ 152,978.00), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Bid# 194-2015 Arts Place HVAC Rooftop Equipment Replacement in accordance with drawings and specifications prepared by: (the Engineer) which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) 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 OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may 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, 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 OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

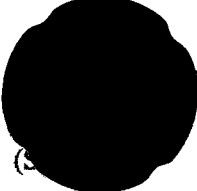
IN WITNESS WHEREOF, this instrument is executed in _____ each one of which shall be deemed an original, this the 17th day of February, 2016.

ATTEST:

(Principal) Secretary

J. Barnes
Witness as to Principal
989 Governor's Lane #300
(Address)
Lexington Ky 40513

ATTEST:

_____
Notary

Shelli Little
Witness as to Surety
989 Governor's Lane
(Address)
Lexington, KY 40513

TITLE: Notary Public

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

Nuday, Inc.
Principal

BY: [Signature]
230 Wright St.
(Address)
Frankfort, KY 40601

WESTERN SURETY COMPANY
Surety
BY: [Signature]
JOSEPH ROBERT BARNES, **Attorney-in-Fact**
333 S. Wabash Ave., 41st Fl.
(Address)
Chicago, IL 60604

TITLE: AGENT
Surety - WESTERN SURETY

BY: [Signature]

PART VII

Bond No. 71754123

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

Nuday, Inc.

(Name of Contractor)

230 Wright St., Frankfort, KY 40602

(Address of Contractor)

a Corporation _____, hereinafter
(Corporation, Partnership or Individual)

called Principal, and WESTERN SURETY COMPANY

(Name of Surety)

333 S. Wabash Ave., 41st., Chicago, IL 60604

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street, Third Floor
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of One Hundred Fifty-Two Thousand Nine Hundred Seventy-Eight & no/100 Dollars (\$ 152,978.00) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for Bid# 194-2015 Arts Place HVAC Rooftop Equipment Replacement in accordance with drawings and specifications prepared by: (the Engineer) which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this the 17th day of February, 2016.

ATTEST:

Nuday, Inc.
(Principal)

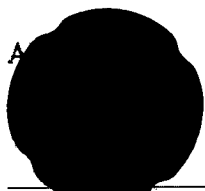
(Principal) Secretary

(SEAL)

BY: Paul Y. [Signature] (S)
230 Wight St.
(Address)
Frankfort, KY 40602

[Signature]
(Witness to Principal)
989 GOVERNORS LANE #300
(Address)
Lexington Ky 40513

WESTERN SURETY COMPANY
(Surety)

A 

(Surety) Secretary

BY: [Signature]
(Attorney-in-Fact)
JOSEPH ROBERT BARNES

(SEAL)

[Signature]
Witness as to Surety
989 GOVERNOR'S LANE
(Address)
Lexington, KY 40513

333 S. Wabash Ave., 41st Fl.
(Address)
Chicago, IL 60604

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71754123

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JOSEPH ROBERT BARNES

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Nuday, Inc.

Obligee: Lexington-Fayette County Government

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

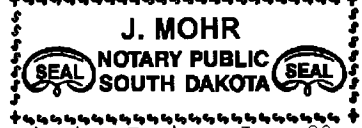
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 16, 2016, but until such time shall be irrevocable and in full force and effect.

In witness whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of February, 2016.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 17th day of February, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021
I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of February, 2016.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.