

**PART VII**

**BONDS AND CERTIFICATES**

**1.01 PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

Louisville Paving Company, Inc.

\_\_\_\_\_  
(Name of CONTRACTOR)

15415 Shelbyville Rd, Louisville, KY 40245

\_\_\_\_\_  
(Address of CONTRACTOR)

a Corporation \_\_\_\_\_, hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and Western Surety Company  
\_\_\_\_\_  
(Name of Surety)

151 N Franklin St, Chicago, IL 60606

\_\_\_\_\_  
(Address of Surety)

hereinto 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" in the penal sum of:

One Million Three Hundred Forty Nine Thousand  
Nine Hundred Ninety Nine & 00/100 dollars (\$ 1,349,999.00 ),

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 an Agreement (Contract) with OWNER for the Veterans Park Dam Removal and Streambank Stabilization Project, LFUCG Bid No. 161-2024 in accordance with Contract Documents prepared by Stantec Consulting Services Inc. and dated December, 2024, which Agreement (Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Agreement (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 Agreement (Contract), the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Agreement (Contract) in accordance with its terms and conditions or
2. Obtain a Bid or Bids for completing the Agreement (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 an Agreement (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 Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; 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 Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments thereto, less the amount properly paid by OWNER to Principal.

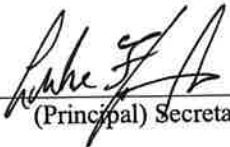
Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

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 3 (three) counterparts, each one of  
(number)

which shall be deemed an original, this the 28th day of March, 2025.

ATTEST:

  
(Principal) Secretary

Louisville Paving Company, Inc.

Principal

By:  (s)

15415 Shelbyville Rd

Address

Louisville, KY 40245

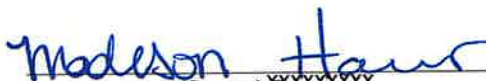
  
Witness as to Principal

15415 Shelbyville Rd

Address

Louisville, KY 40245

ATTEST:

  
(Surety) Secretary

Western Surety Company

Surety

By:   
Attorney-in-Fact



151 N Franklin St

Address

Chicago, IL 60606

(SEAL)

Madison Haller

Witness to Surety

127 S Sherrin Ave

Address

Louisville, KY 40207

Title: Attorney-in-Fact

Surety

By: Monica A. Kaiser

Title: Witness

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

BC-3

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

Louisville Paving Company, Inc.

(Name of CONTRACTOR)

15415 Shelbyville Rd, Louisville, KY 40245

(Address of CONTRACTOR)

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

called Principal, and Western Surety Company  
(Name of Surety)

151 N Franklin St, Chicago, IL 60606

(Address of Surety)

hereinto 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" in the penal sum of:

One Million Three Hundred Forty Nine Thousand  
Nine Hundred Ninety Nine & 00/100 dollars (\$ 1,349,999.00),  
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 an Agreement (Contract) with OWNER for the  
Veterans Park Dam Removal and Streambank Stabilization Project, LFUCG Bid No. 161-2024 in accordance with  
Contract Documents prepared by Stantec Consulting Services Inc. and dated September, 2024, which Agreement  
(Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (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 Agreement (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 Agreement (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 Agreement (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 Agreement (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 aid 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 3 (Three) counterparts, each one of  
(number)

which shall be deemed an original, this the 28th day of March, 20 25.

ATTEST:

  
(Principal) Secretary

Louisville Paving Company, Inc.

Principal

By:  (s)

15415 Shelbyville Rd

Address

Louisville, KY 40245


  
Witness as to Principal

15415 Shelbyville Rd

Address

Louisville, KY 40245

ATTEST:

  
(Surety) ~~Secretary~~

Western Surety Company

Surety

By:   
Attorney-in-Fact

151 N Franklin St

Address

Chicago, IL 60606



(SEAL)

Madison Haller

Witness to Surety

127 S Sherrin Ave

Address

Louisville, KY 40207

Title: Attorney-in-Fact  
Surety

By: Monica A. Kaiser

Title: Witness

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Paula J Teague, Todd P Loehnert, John B Ayres, Monica A Kaiser, Michael W Baxter, Madison M Haller, Individually**

of Louisville, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of December, 2023.



WESTERN SURETY COMPANY

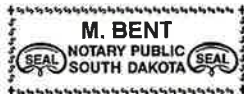
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of March, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**1.03 EROSION AND SEDIMENT CONTROL PERFORMANCE BOND****EROSION AND SEDIMENT CONTROL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

Louisville Paving Company, Inc.

(Name of CONTRACTOR)

15415 Shelbyville Rd, Louisville, KY 40245

(Address of CONTRACTOR)

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

called Principal, and Western Surety Company

(Name of Surety)

151 N Franklin St, Chicago, IL 60606

(Address of Surety)

hereinto 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" in the penal sum of:

Thirteen Thousand Five Hundred & 00/100 dollars (\$ 13,500.00), 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 an Agreement (Contract) with OWNER for the  
Veterans Park Dam Removal and Streambank Stabilization Project, LFUCG Bid No. 161-2024 in accordance with  
Contract Documents prepared by Stantec Consulting Services Inc. and dated September, 2024, which Agreement  
(Contract) is by reference made a part hereof, and is hereinafter referred to as the Agreement (Contract).

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and  
faithfully perform said Agreement (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 Agreement (Contract), the  
OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall  
promptly:

1. Complete the installation, maintenance, and removal of the soil erosion and sediment controls and final  
stabilization of the site during the full period of land disturbance in accordance with the Agreement (Contract),  
the LFUCG Land Disturbance Permit, Chapter 16 Article X Division 5 of the LFUCG Code of Ordinances,  
Chapter 11 of the LFUCG Stormwater Manual, and the KPDES General Permit for Stormwater Discharges  
Associated with Construction Activities (KYR10).



2. Obtain a Bid or Bids for completing the installation, maintenance, and removal of the soil erosion and sediment controls and final stabilization of the site in accordance with the Agreement's (Contract's) 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 an Agreement (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 Agreement (Contract) or Agreements (Contracts) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement (Contract) Amount; 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 Agreement (Contract) Amount", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Agreement (Contract) and any amendments hereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration one (1) year from the date on which final payment under the Agreement (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 3 (Three) counterparts, each one of  
(number)

which shall be deemed an original, this the 28th day of March, 20 25.

ATTEST:

[Signature]  
(Principal) Secretary

Louisville Paving Company, Inc.  
Principal

By: [Signature] (s)  
15415 Shelbyville Rd  
Address  
Louisville, KY 40245

[Signature]  
Witness as to Principal  
15415 Shelbyville Rd  
Address  
Louisville, KY 40245

ATTEST:

[Signature]  
(Surety) Secretary

Western Surety Company  
Surety  
By: Monica A. Kaiser  
Attorney-in-Fact



151 N Franklin St  
Address  
Chicago, IL 60606

(SEAL)

Madison Haller  
Witness to Surety  
127 S Sherrin Ave  
Address  
Louisville, KY 40207

Title: Attorney-in-Fact  
Surety

By: Monica A. Kaiser

Title: Witness

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

# Western Surety Company

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**Paula J Teague, Todd P Loehnert, John B Ayres, Monica A Kaiser, Michael W Baxter, Madison M Haller, Individually**

of Louisville, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of December, 2023.



WESTERN SURETY COMPANY

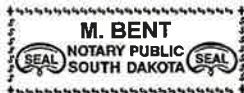
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of March, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.