

CONTRACTOR'S PROPOSAL
TO THE
CITY OF MONTCLAIR
FOR THE CONSTRUCTION OF
DEMOLITION OF MONTCLAIR RESIDENTIAL
PROPERTIES PROJECT

Kemcorp Construction, Inc.

Company

2060 E. Locust Street, Unit G

Address

Ontario, CA 91761

909-947-0639

Telephone Number

934522

California State License Number

TO THE HONORABLE CITY COUNCIL, CITY OF MONTCLAIR, CALIFORNIA:

Pursuant to the Public Notice Inviting Bids, the undersigned bidder declares that he or she has carefully examined the location of the proposed work, that he or she has examined the plans and specifications for the above titled project and read the accompanying proposal requirements, and hereby proposes to furnish all materials and do all work required to complete said work in accordance with said plans and specifications for the unit or lump sum prices set forth in the Schedule of Work Items.

The undersigned bidder further declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without any connection with any other party or parties making a proposal for the same purpose, that the proposal is in all respects fair and without collusion or fraud; that he or she has read that the Notice Inviting Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; and that he or she proposes and agrees, if this proposal be accepted, to contract in the form of agreement prescribed, to furnish all necessary labor, equipment and materials, to perform all the work specified in the bid documents and in the Plans and Specifications, and to complete the same within the time stipulated therein; and

that he or she will accept in full payment therefor the unit or lump sum prices set forth in the Schedule of Work Items, to wit:

SCHEDULE OF WORK ITEMS

BID SCHEDULE

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SUB-TOTAL
1.	Demolition Permit Processing	1	LS	\$10,000	\$10,000
2.	NPDES compliance	1	LS	\$10,000	\$10,000
3.	Complete Clearing, Grubbing, Lead and Asbestos Abatement, Demolition, Debris Removal and Grading of the 11244 Vernon Avenue Property	1	LS	\$104,500	\$104,500
4.	Complete Clearing, Grubbing, Lead and Asbestos Abatement, Demolition, Debris Removal and Grading of the 4304 Kingsley Street Property	1	LS	\$75,000	\$75,000
5.	Complete Clearing, Grubbing, Lead and Asbestos Abatement, Demolition, Debris Removal and Grading of the 4324 Kingsley Street Property	1	LS	\$85,000	\$85,000

TOTAL (Items 1 through 5) \$ 284,500.00

Two Hundred Eighty Four Thousand, Five Hundred Dollars and No/Cents

It is understood that bids are required for the entire work, except as may be modified in the Notice Inviting Bids. The bidder shall set forth for each item of work, in clearly legible figures, an item price and a subtotal for the item in the respective spaces provided for this purpose. The subtotal of unit basis items will be determined as the product of the item price bid and the estimated quantity set forth for the item. In case of discrepancy between the item price and the subtotal set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is omitted or is the same amount as the entry in the "SUBTOTAL" column, then the amount set forth in the "SUBTOTAL" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "SUBTOTAL" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "SUBTOTAL" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The bidder further agrees that within ten (10) calendar days from the date of written notice of award of the contract, he will execute a contract in accordance with the proposal as accepted, will secure the required insurance and will furnish the required bonds; and that upon failure or refusal to do so within said time, then the proposal guaranty accompanying this proposal shall be forfeited to the City of Montclair for such failure or refusal and shall be deposited as moneys belonging to the city; provided that if said bidder shall execute a contract, secure the required insurance and furnish the required bonds within the time aforesaid, his check shall be returned to him within five (5) calendar days thereafter.

DECLARATION OF ELIGIBILITY TO CONTRACT

[Pursuant to Labor Code Section 1777.1 and Public Contract Code Section 6109]

The undersigned contractor certifies and declares that:

1. The undersigned contractor is aware of Sections 1777.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, or being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The undersigned contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1777.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The undersigned contractor is aware of California Public Contract Code Section 6109, which states:
 - (a) A public entity, as defined in Section 1100 (of the Public Contract Code), may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
 - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body.

The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

4. The undersigned contractor has investigated the eligibility of each and every subcontractor the undersigned contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1777.1 or 1777.7 of the Labor Code, or any other provision of law.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of September, 2016, at Ontario, California.

BIDDER

By: 
Title - Jason Bollinger, President

By: _____
Title

By: _____
Title

(SEAL)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information that shall be considered part of his or her proposal. Additional sheets may be attached if necessary.

1. Name: Kemcorp Construction, Inc.
2. Address: 2060 E. Locust Street, Unit G, Ontario, CA 91761
3. Telephone: Voice: 909-947-0639 Fax: 909-947-0624
4. Type of Firm: Individual Partnership Corporation (Circle one)
5. Organized under the laws of the State of California
6. Contractor's License No. and Class: 934522, Class A & B
7. List the names, addresses and phone number of all members of the firm or names and titles of all officers of the corporation:

Name	Address	Phone (Voice)
Jason Bollinger,	2060 E. Locust Street, Unit G, Ontario, CA 91761	909-947-0639 (President)

8. Number of years experience as a contractor in construction work: 7.5 Years
9. List at least three projects completed within the past five years:

Contract Amount	Type of Work	Completion Date	Owner/Telephone
\$2,700,330	Metrolink Station Improvements & Bus Lift, Bus Wash Installed	3/3/16	City of Norwalk-562-929-5601 Theresa Clark
**\$12,963,577.00	Modernization of 2 story bldg with 22 classrooms&Admin Bldg	8/22/2014	DUSD -Contact - Lee Langlois 661-816-1111
**\$5,641,709	Replaced 4 Buildings. Added 9 Vehicle Lifts	5/23/2014	DUSD -Contact - Lee Langlois 661-816-1111

**Please note that the work referenced above was completed by Jason Bollinger while working for PW Construction, Inc. Kemcorp Construction provided Project Management Services including Project Management, Project Superintendent, Scheduling, Project Administrator and Project Accounting.

INFORMATION REQUIRED OF BIDDER

subcontractor is required to possess a City of Montclair business license before a Notice to Proceed can be issued.

11. List the name of the person who inspected the site of the proposed work for your firm: Jason Bollinger

Date of Inspection: 9/13/16

12. List any disciplinary action and the ultimate disposition within the past ten (10) years taken against you or your company by the State Contractor's License Board:

None

13. Note: If requested by the City, the bidder shall furnish a notarized financial statement, financial data, or other information and reference sufficiently comprehensive to permit an appraisal of his current financial condition.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE, COMPLETE, ACCURATE AND CORRECT.



CONTRACTOR'S SIGNATURE
Jason Bollinger, President, Kemcorp Construction, Inc.
DATE: 9/13/16

BIDDER'S GUARANTEE

Attached is bidder's bond, certified check or cashier's check No. N/A of the N/A Bank, for _____ dollars, (\$ 28,450.00), payable to the City Clerk of the City of Montclair, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montclair, California.

The Council of the City of Montclair reserves the right to reject any and all bids.

The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within ten (10) calendar days following written notice of award of contract, said work will be commenced within fifteen (15) calendar days following execution and thereafter diligently prosecute the work to completion within the time specified in the contract documents.

The bid is submitted in response to Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the Council of the City of Montclair heretofore had and taken to date.

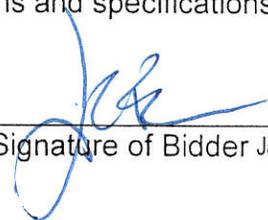
The undersigned further agrees, that upon being determined to be the apparent low bidder, to furnish verification of a current contractors license number, issued in accordance with the California Public Contract Code, to the City Engineer within two (2) working days after receiving a written request from him.

The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

Jason Bollinger, President

The undersigned are prepared to satisfy the Council of the City of Montclair of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Dated: 9/13/16


Signature of Bidder Jason Bollinger, President, Kemcorp Construction, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE
KEMCORP Construction, Inc. as

PRINCIPAL, and United Fire & Casualty Company as
SURETY, are held and firmly bound unto the CITY OF MONTCLAIR, CALIFORNIA,
hereinafter referred to as the "City," in the penal sum of ten percent (10%) of the total
amount of the bid of the Principal above named, submitted by said Principal to said City,
for the work described below, for payment of which sum in lawful money of the United
States of America, well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents. In no
case shall the liability of the surety hereunder exceed the sum of
Ten Percent of Bid Amount dollars (\$ 10%)

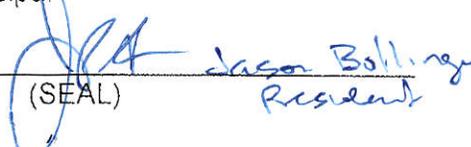
THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal
has submitted the same-mentioned bid to said City, for construction of the work under
this City's specification entitled "DEMOLITION OF MONTCLAIR RESIDENTIAL
PROPERTIES PROJECT" for which bids are to be opened in the Council Chambers
located at City Hall of said City, on September 15, 2016, at 10:01 a.m.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and
manner required under the heading "INSTRUCTIONS TO BIDDERS," after the
prescribed forms are presented to him for signature, enters into a written contract, in the
form of agreement bound herein, in accordance with the bid, and files the two bonds
with said City, one to guarantee faithful performance and the other to guarantee
payment for labor and materials, then this obligation shall be null and void; otherwise, it
shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered,
said Surety shall pay all costs incurred by the Obligee in such suit, including a
reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day
of September, 2016.

KEMCORP Construction, Inc.
Principal

By:  Jason Bollinger
(SEAL) Resident

United Fire & Casualty Company
Surety

By:  Maria Guise
(SEAL) Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On SEP 13 2016 before me, LeKim H. Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Maria Guise
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx/she/xxx~~ executed the same in ~~xxx/her/xxx~~ authorized capacity(~~xxx~~), and that by ~~xxx/her/xxx~~ signature(~~x~~) on the instrument the person(~~x~~), or the entity upon behalf of which the person(~~x~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint MARIA GUISE, INDIVIDUALLY OF NEWPORT BEACH; OR LAWRENCE F. MCMAHON, OR JAMES BALDASSARE, JR., OR SARAH MYERS, OR RYAN E. WARNOCK, OR CHARLOTTE AQUINO, ALL INDIVIDUALLY OF SAN DIEGO CA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of August, 2014

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:
 On 27th day of August, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this SEP 13 2016 day of SEP 13 2016, 2016.



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

ACKNOWLEDGMENT

State of California
County of San Bernardino } ss.

On September 13, 2016 before me, Melissa Heather Lehnhoff, Notary Public, personally appeared Jason Bollinger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Handwritten signature of Melissa Heather Lehnhoff

Signature



OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer

Type or Title of Document _____

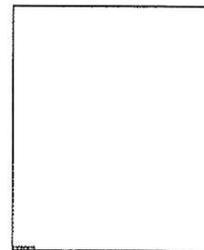
Number of Pages in Document _____

Document in a Foreign Language _____

- Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

- Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____



Check here if no thumbprint or fingerprint is available.

W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS

"A Statewide Publication for the State of California"

The Voice of the Minority, Women, Disadvantaged, Small Business and Disabled Veteran Contractors and other Business Enterprises.

P.O. Box 892135, Temecula, CA 92589 (800) 570-7070 Fax (800) 548-4237

Official Proof of Publication

(COPY OF ADVERTISEMENT)

Requesting Sub Bids from Qualified OBE/DBE/UDBE/M/W/S/DVBE Subcontractors and Suppliers For The Following Projects:

1) **DEMOLITION OF MONTCLAIR RESIDENTIAL PROPERTIES PROJECT**
Location: Montclair, California
Contracting Agency: City of Montclair
Bid Date/Time: September 15th, 2016 @ 10:00 AM

2) **COUNCIL CHAMBERS RENOVATION**
Location: Tustin, California
Contracting Agency: City of Tustin
Bid Date/Time: September 20th, 2016 @ 10:00 AM

Seeking: All Trades

KEMCORP Construction Inc.

2060 E. Locust Street, Unit G, Ontario, CA 91761

Phone: (909) 947-0639 Fax: (909) 947-0624

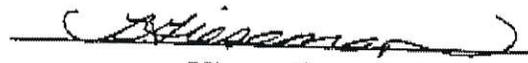
Contact: Jason Bollinger

Any subcontractor or supplier who submits a bid in excess of \$50K that is accepted will require to submit performance and payment bonds, each in the full amount of bid, no later than ten days after receipt of a subcontract agreement or purchase order. KEMCORP Construction will pay the actual cost (premium) of the bonds up to 1.5% of the subcontract or purchase order price. These requirements may be waived or modified, but only in writing signed by KEMCORP. All Contractors, Vendors, Suppliers are required to execute KEMCORP's standard subcontract / purchase order as a condition of participating on the project and meet all insurance requirements as stated in the project documents. Copies of these documents can be reviewed in our corporate office or on our company webpage. KEMCORP's listing of a subcontractor is not an acceptance of a subcontractor's conditions or exceptions included in the subcontractor's proposal. All subcontractor bid proposals submitted to KEMCORP must remain valid for no less time than required of the general contractor's bid proposal as indicated in the project documents. Typically, bids must be honored for no less than 60 days after the bid opening and can be as long as 120 days or more.

The Date(s) of Publication

Friday, September 9th, 2016 and Tuesday, September 13th, 2016

I certify (declare) under penalty of perjury that the foregoing is true and correct. The above advertisement was published statewide in W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS



T. Gieseeman, Editor
W/M/S/DVBE CONTRACT & CONSTRUCTION NEWS

the **THOMAS BID REGISTER**
A BI-WEEKLY TRADE PUBLICATION

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