



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we Kemco, Inc. Specialty Contractors as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto Jefferson Parish as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid Percent (5% G.A.B.) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for 50-00129951 - LABOR, MATERIALS & EQUIPMENT NEEDED TO PRESSURE WASH, SEAL & RE-CAULK EXTERIOR WALLS & CLEAN & WET-GLAZE EXTERIOR WINDOWS OF THE GENERAL GOVERNMENT BUILDING FOR THE DEPARTMENT OF GENERAL SERVICES.

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 14th day of April, 2020.

Kemco, Inc. Specialty Contractors  
(Principal)

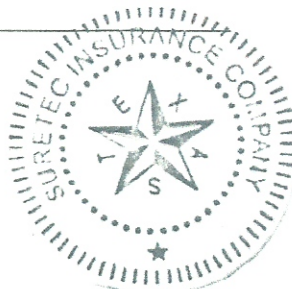
BY:

(name, title)

SureTec Insurance Company

BY:

Felix Navejar, Attorney-in-Fact





Obligee: Jefferson Parish

Project: 50-00129951 - LABOR, MATERIALS & EQUIPMENT NEEDED TO PRESSURE WASH, SEAL & RE-CAULK EXTERIOR WALLS & CLEAN & WET-GLAZE EXTERIOR WINDOWS

POA #: 4221029

OF THE GENERAL GOVERNMENT BUILDING FOR THE DEPARTMENT OF GENERAL SERVICES

Principal: Kemco, Inc. Specialty Contractor

Bid Bond

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Eric Lesch, Melissa Lesch, Felix Navejar

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 25th day of November, A.D. 2019.

SURETEC INSURANCE COMPANY

By:

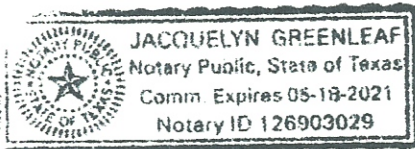
John Knox Jr., CEO

State of Texas  
County of Harris

ss:



On this 25th day of November, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



*[Signature]*

Jacquelyn Greenleaf, Notary Public  
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 14th day of April, 2020, A.D.

*[Signature]*  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221029

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST

# **SureTec Insurance Company**

## **THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

### **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM OR CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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DATE: 3/11/2020

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BID NO.: 50-00129951

**BID FORM**  
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED \_\_\_\_\_ %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF \_\_\_\_\_

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 46587

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Kemco Waterproofing

ADDRESS: 2420 Glenda Lane

CITY, STATE: Dallas, TX ZIP: 75229

TELEPHONE: (228) 249-3132 FAX: (972) 488-2929

EMAIL ADDRESS: alan@kemcoinc.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1

NUMBER: 2

NUMBER: 3

NUMBER: 4

TOTAL PRICE OF ALL BID ITEMS: \$ 86,517.00

AUTHORIZED SIGNATURE: Michael Kemna

Mike Kemna  
Printed Name

TITLE: Pres

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

**NOTE:** All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

DATE: 3/11/2020

INVITATION TO BID FROM JEFFERSON PARISH - continued

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BID NO.: 50-00129951

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>LABOR, MATERIALS &amp; EQUIPMENT NEEDED TO PRESSURE WASH, SEAL &amp; RE-CAULK EXTERIOR WALLS &amp; CLEAN &amp; WET-GLAZE EXTERIOR WINDOWS OF THE GENERAL GOVERNMENT BLDG FOR THE DEPARTMENT OF GENERAL SERVICES</p> <p>0010 - WE EXTEND THIS BID TO PROVIDE LABOR, MATERIALS, DELIVERY, EQUIPMENT AND ALL OTHER INCIDENTALS NECESSARY TO PERFORM THE FOLLOWING:</p> <p>-PRESSURE WASH CLEAN, SEAL AND RE-CAULK THE EXTERIOR WALLS. -CLEAN AND WET-GLAZE THE EXTERIOR WINDOWS</p> <p>PER THE ATTACHED SPECIFICATIONS AT THE FOLLOWING LOCATION: GENERAL GOVERNMENT BUILDING 200 DERBIGNY STREET GRETNA, LA 70053</p>	#86,517	#86,517

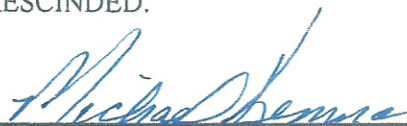
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

  
\_\_\_\_\_  
SECRETARY-TREASURER

4-13-20  
\_\_\_\_\_  
DATE



## Non-Public Works Bid

## AFFIDAVIT

STATE OF TexasPARISH/COUNTY OF Dallas

BEFORE ME, the undersigned authority, personally came and appeared: Michael  
Kemna, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized President of Kemco, Inc. (Entity),  
the party who submitted a bid in response to Bid Number 50-0012951, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required  
attachment):

Choice A \_\_\_\_\_

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ✓

there are NO campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B  \_\_\_\_\_ There are NO debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

*[The remainder of this page is intentionally left blank.]*



That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Michael Kemna  
Signature of Affiant

Mike Kemna  
Printed Name of Affiant

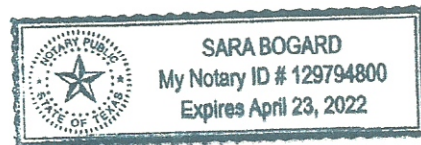
SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 12<sup>th</sup> DAY OF April, 2020.

Sara Bogard  
Notary Public

Sara Bogard  
Printed Name of Notary

129794800  
Notary/Bar Roll Number



My commission expires 04.23.2022.