

Name of Bidder:

EMAR CORPORATION

Address of Bidder:

919 College Hill Rd
Washington WV 26181

Phone Number of Bidder:

304-861-0414

WV Contractors License No.

WV 021883

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in numbers.

\$ 57,761.25

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in words.

Fifty seven thousand seven hundred
sixty one dollars and twenty five cents.

RECEIVED

2010 JUL 14 PM 12:49

WV PURCHASING
DIVISION

Additive Alternates

Additive Alternate Number One: Amount to be added to the Base Bid for labor and materials to install RMC Elevator Sump Pump and Alarm, as stipulated in the Bidding Documents.

Written in **numbers**.

\$ 4264.00

Additive Alternate Number One: Amount to be added to the Base Bid for labor and materials to install RMC Elevator Sump Pump and Alarm, as stipulated in the Bidding Documents.

Written in **words**.

Four thousand two hundred
Sixty four dollars

Additive Alternate Number Two: Amount to be added to the Base Bid for labor and materials to paint the exterior hatch doors, as stipulated in the Bidding Documents.

Written in **numbers**.

\$ 4,194.00

Additive Alternate Number Two: Amount to be added to the Base Bid for labor and materials to paint the exterior hatch doors, as stipulated in the Bidding Documents.

Written in **words**.

Four thousand one hundred
Ninety four dollars

Additive Alternate Number Three: Amount to be added to the Base Bid for labor and materials to paint the car interior panels, ceiling, and doors, as stipulated in the Bidding Documents.

Written in numbers.

\$ 3,728.00

Additive Alternate Number Three: Amount to be added to the Base Bid for labor and materials to paint the car interior panels, ceiling, and doors, as stipulated in the Bidding Documents.

Written in words.

Three thousand seven hundred twenty eight dollars

Additive Alternate Number Four: Amount to be added to the Base Bid for labor and materials to remove the existing in-ground cylinder and replacing it with a double wall sleeve/ cylinder as stipulated in the Bidding Documents.

Written in numbers.

\$ 45,928.00

Additive Alternate Number Four: Amount to be added to the Base Bid for labor and materials to remove the existing in-ground cylinder and replacing it with a double wall sleeve/ cylinder as stipulated in the Bidding Documents.

Written in words.

Forty five thousand nine hundred twenty eight dollars and zero cents

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within **120** consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
1	6/22/2010
2	6/25/2010

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

July 14, 2010

WV Vendor
Registration Number:

* 901145458

By: (signature in ink)

Title:

VP

Firm Name:

EMAR Corporation

Firm Address:

919 College Hill Rd
Washington WV 26181

EMAR Corporation

919 College Hill Rd. Washington, Wv 26181
Phone 304-861-4414
Fax 304-861-2415

July 14, 2010

References:

H.A. Dorsten
Steve Elsass
St. Lawrence O'Toole Gardens \$39,475.00
419-628-2327

Charles Abdella
Conley Law offices \$59,651.00
304-834-4131

American Preservation Builders
Mike Kucera
Charter House Apartments \$97,929.16
216-236-2007

Member of National Association of Elevator Contractors



OFFICIAL CHECK

M16779 09293417

5001764569

ISSUING BRANCH 2722203-LUBECK

DATE JULY 14, 2010

68-236/514

PAY TO THE ORDER OF STATE OF WEST VIRGINIA

\$ **** \$2,888.06 ****

BB&T 2,888 DOLLARS 06 CTS

DOLLARS

BB&T

AUTHORIZED SIGNATURE

Susan Lockhart

MEMO/PURCHASER USE

EMAR





State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia
COUNTY OF Wood, TO-WIT:

I, Ken Gilchrist, after being first duly sworn, depose and state as follows:

- 1. I am an employee of EMAR Corporation; and,
(Company Name)
- 2. I do hereby attest that EMAR Corporation
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

EMAR Corporation
(Company Name)

By: [Signature]

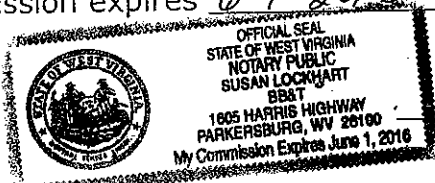
Title: July 1st 2010

Date: V.P. EMAR Corp

Taken, subscribed and sworn to before me this 14th day of July, 2010

By Commission expires 6-1-2016

(Seal)



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. DNR 210223

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: EMAR Corporation

Authorized Signature: [Signature] Date: July 14 2010

State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 14th day of July, 2010.

My Commission expires 6-1-2016, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Susan Lockhart

