



Quote No.	4199
Kwik Stik Wall Padding	

December 2, 2014

Dennis Allen, Resilite Representative  
 5017 Timbrook Lane, Winston-Salem, NC 27103  
 Office: 336-293-8498 Mobile: 434-996-1325 Fax: 336-217-8282  
 E-Mail: [soccoachda@earthlink.net](mailto:soccoachda@earthlink.net)

To: Jay Michael  
 East Fairmont Middle School  
 221 Mason Street  
 Fairmont, West Virginia 26554  
 (304) 363-0140  
[jay.michael@k12.wv.us](mailto:jay.michael@k12.wv.us)

PROJECT NAME	SHIPPING METHOD	DELIVERY TERMS	PAYMENT TERMS DUE DATE
EFMS - Kwik-Stik Wall Padding	Resilite Truck	Prices DO NOT include inside delivery	School Purchase Order or Pre-Payment by Check

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	KS6005	<b>Kwik Stik Wall Padding</b> Kwik-Stik 5' High Wall Padding, 182 LF/ 910 SF based on customer's measurements; Includes glue, solvent, and contact paper; <b>FURNISHED AND DELIVERED</b> Installation and Cut-outs by Customer	\$ 5,578.00	\$ 5,578.00

\*\* Note - prices include delivery charges. Sales tax NOT included. \*\*

**Total \$ 5,578.00**

Quotation prepared by: *Dennis Allen*

This quotation on the goods and/or services named above is valid through:

**January 1, 2015**

This Quote/Bid Proposal does not act as a purchase order.

A purchase order or check is required. Please list the vendor/payee on your purchase order or check as:

**Resilite Sports Products, Inc.**  
**Attention: Miriam Stahl**  
**P. O. Box 764**  
**Sunbury, PA 17801**

**To expedite processing, please fax a copy of your check or purchase order to: (336) 217-8282.**

# transfinder

## Contract & License Agreement

*Prepared for*

**Marion County Schools**

614 Virginia Ave.  
Fairmont, WV 26554

*Prepared on 11/18/2014 by*

*Mike Mosher*

**Transfinder**

440 State Street  
Schenectady, NY 12305  
Phone: 800-373-3609  
Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Marion County Schools. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 12/22/2014, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Marion County Schools (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Marion County Schools may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

**I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST**

<p><b><u>Routefinder® Pro - Transportation Management System</u></b></p> <ul style="list-style-type: none"> <li>• Two User Software License Routing and Scheduling System</li> <li>• Transfinder will convert a compatible GIS map(s) provided by the Licensee, or will provide a commercially available map for Marion County</li> <li>• MS SQL Server or MS ACCESS Database Connectivity</li> <li>• Tools for Route overlap analysis, Stop Sequence Optimization, and Policy Analytics</li> <li>• Eligibility Assessment &amp; Walk Zone definition</li> <li>• Export routes to Google Earth for drivers &amp; administrators</li> <li>• Driver Certification Functionality</li> <li>• Field Trip resource tracking, cost calculator, billing, invoicing, &amp; reporting</li> </ul>	<p><b>\$11,745.00</b></p>
<p><b><u>Online Training</u></b></p> <ul style="list-style-type: none"> <li>• Unlimited online training for 12 month from the date this agreement is executed</li> <li>• Sessions scheduled in advance with your Transfinder Project Manager</li> <li>• Personalized training with school district data and county maps</li> </ul>	<p><b>Included</b></p>
<p><b><u>One Year of Technical Support &amp; Software Updates</u></b></p> <ul style="list-style-type: none"> <li>• Unlimited Online Technical Support</li> <li>• Access to <a href="http://www.MyTransfinder.com">www.MyTransfinder.com</a> client resources portal for documentation, training tutorial videos, webinars, report library &amp; more.</li> <li>• Report Customization Services</li> </ul>	<p><b>Included</b></p>
<p><b><u>Student Data Integration Functionality</u></b></p> <ul style="list-style-type: none"> <li>• Custom import/export functionality for automating data flow with the WVEIS system</li> </ul>	<p><b>Included</b></p>
<p><b><u>Satellite Imagery Service</u></b></p> <ul style="list-style-type: none"> <li>• Powered by Microsoft Bing, integrates a satellite photography layer with the GIS maps in Routefinder Pro.</li> </ul>	<p><b>Included</b></p>
<p><b><u>Redistricting Functionality</u></b></p> <ul style="list-style-type: none"> <li>• School attendance zone planning and analysis functionality</li> </ul>	<p><b>Included</b></p>
<p><b><u>Infofinder 1e - Web-based Intranet System</u></b></p> <ul style="list-style-type: none"> <li>• Site license, Unlimited Users</li> <li>• Provides read-only access to student transportation information &amp; reports.</li> <li>• Provides functionality for "Online" field trip/sports busing requests and approvals.</li> </ul>	<p><b>\$7,000.00</b></p>
<p><b><u>Transfinder Busfinder (101-200 Buses) GPS Integration Functionality</u></b></p> <ul style="list-style-type: none"> <li>• Requires Zonar GPS Technology</li> </ul>	<p><b>\$10,000.00</b></p>
<p><b>SYSTEM VALUE</b></p>	<p><b>\$28,745.00</b></p>
<p><b>Competitive Pricing Discount, valid until 12/22/2014</b></p>	<p><b>\$-7,300.00</b></p>
<p><b>FINAL SYSTEM COST:</b></p> <p style="text-align: center;"><input type="checkbox"/> x _____ Initial here</p>	<p><b><u>\$21,445.00</u></b></p>

<b>FUTURE ANNUAL SUPPORT AND MAINTENANCE FEE:</b>	<b><u>\$7,300.00</u></b>
This fee is due upon the anniversary date of the initial software installation.	
<input type="checkbox"/> x _____ Initial here	

**TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS**

This is a declaration of your Transfinder *Annual Support Provisions*. It describes the benefits you enjoy as a Transfinder client "in good standing" by remaining current in your payment of your Annual Support Fees.

**ROUTEFINDER Pro OR SERVICEFINDER SOFTWARE SYSTEM ANNUAL SUPPORT FEE**  
 Transportation Management – Bus Routing & Scheduling System

Unlimited Technical Support for each site operator of the software	<b>Included</b>
Software Upgrades and program enhancements as they are developed and deployed	<b>Included</b>
Participation in Regional User Seminars (Offered occasionally throughout the U.S.)	<b>Included</b>
Access to <i>MyTransfinder</i> - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	<b>Included</b>
Unlimited Custom Report creation. Transfinder customizes specific reports to meet exacting specifications	<b>Included</b>
Custom Data Integration module modifications and maintenance as needed	<b>Included</b>

**INFOFINDER le SOFTWARE SYSTEM ANNUAL SUPPORT (If applicable)**  
 Web-based Intranet System – Site License. Unlimited Users

Unlimited Technical Support on Infofinder le for technology staff and for each site operator of the Routefinder Pro System	<b>Included</b>
Software Upgrades and program enhancements for Infofinder le as they are developed and deployed	<b>Included</b>

**INFOFINDER i INTERNET SERVICE ANNUAL SUPPORT (If applicable)**  
 Internet Service Subscription

Unlimited Technical Support on Infofinder i for technology staff and for each site operator of the Routefinder Pro Software	<b>Included</b>
Software Upgrades and program enhancements for Infofinder i as they are developed	<b>Included</b>
System maintenance of the Infofinder i server, located at Transfinder Headquarters	<b>Included</b>

## II. RESPONSIBILITIES

**Data Conversion** - Marion County Schools will assist Transfinder in acquiring all the required student and school information for the Routefinder *Pro* system. The data must be provided in required ASCII or DBF file format and/or Marion County Schools will enter the data manually. Transfinder will convert the student and school data to the Routefinder *Pro* system format.

**County Map(s)** - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

**Installation** - Transfinder will provide Licensee with an installation files and instructions for installation and will be available remotely during a mutually agreeable time to assist the Licensee with installing the software and data from the initial student data download and conversion on licensee owned computer hardware ([http://www.transfinder.com/solutions/system\\_requirements\\_for\\_specifications\\_descriptions](http://www.transfinder.com/solutions/system_requirements_for_specifications_descriptions)).

**Training** - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

**Remote Connectivity** – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee’s computers and network for online training, support and software installation. Transfinder will connect to Licensee’s computer(s) using secure remote desktop sharing technologies.

**System Maintenance** - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder *Pro* on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Marion County Schools.

## III. FEE & PAYMENT SCHEDULE

The Transfinder Software system initial cost of **\$21,445.00** is due upon installation. Installation, as defined here includes loading Routefinder *Pro* files, and map(s) files required to support the licensee’s area, and student data resulting from the initial download and data conversion.

The System Maintenance Fee (technical support & updates) is free for the first year. On the anniversary date of the initial installation, the amount of **\$7,300.00** is due and every year thereafter (annual support fee prices are subject to change). The annual date will be calculated from the initial installation date of Transfinder Software. Transfinder will continue to provide technical support and system updates to the Licensee as long as the annual fees are paid and kept current.

If onsite training or services are purchased, the expenses for travel and living will be billed to Marion County Schools at cost as incurred. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact. All invoices will be paid, by or on behalf of, Marion County Schools within (30) thirty-days.

#### IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services.

#### V. LICENSE AGREEMENT

**Grant of License:** Transfinder grants you a non-exclusive, non-transferable license to use Routefinder Pro, and the accompanying documentation. Each Routefinder Pro system may be installed only on the hard drive of a single-user, stand-alone computer. Transfinder retains the title to Routefinder Pro and related materials. You agree to protect Routefinder Pro from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder Pro and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder Pro is a © copyright of Transfinder. All rights reserved.

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**Non-permitted Uses:** You may not make copies of Routefinder Pro. You may not use Routefinder Pro on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder Pro will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder Pro under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder Pro, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder Pro. You may not remove or obscure Transfinder or any other copyright and trademark notices.

**Duration:** This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license. Upon termination, you destroy all written materials, the Routefinder Pro software, data and all software and data copies. Transfinder can also enforce its other legal rights.

**General Terms:** Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

#### VI. LIMITED WARRANTY

**Covering Routefinder Pro Sale of Software:** Routefinder Pro is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the

creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

**Bankruptcy:** All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

## **VII. BREACH AND TERMINATION**

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee (\$21,445.00) when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorneys fees; or may terminate this agreement and has the right to remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

## **VIII. NOTICE, SEVERABILITY & JURISDICTION**

**Notice:** Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

**Severability:** If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

**Jurisdiction:** This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located in New York. This Contract represents our entire understanding and agreement between the parties regarding the Routefinder Pro system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

**TRANSFINDER**

12/26/2014A54

Antonio Civitella, President/CEO

*Name and Title*

\_\_\_\_\_ *Authorized Signature*

\_\_\_\_\_ *Date*

**LICENSEE – Marion County Schools**

**Federal Tax ID#:** \_\_\_\_\_

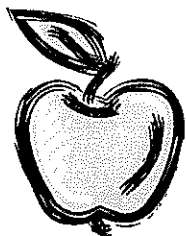
**Purchase Order #:** \_\_\_\_\_

\_\_\_\_\_ *Name and Title*

\_\_\_\_\_ *Authorized Signature*

\_\_\_\_\_ *Date*





# CHILD NUTRITION

*Terri Atha*  
*Supervisor of Child Nutrition*  
*Marion County Board of Education*  
*[www.mcbechildnutrition.com](http://www.mcbechildnutrition.com)*

To: Mr. Gary Price  
DATE: November 24, 2014  
SUBJECT: Recommend acceptance of bid

**Steamer Blackshere:**

Stout Company	\$8,950.00 (Recommend)
Douglas Equipment	\$9,405.00
Hooten Equipment	\$9,565.00

To be paid for with Child Nutrition funds.

Terri Atha  
Supervisor of Child Nutrition



# AIA Document G702™ - 1992

2339

## Application and Certificate for Payment

**TO OWNER:** Marion County Schools  
200 Gaston Ave  
Fairmont, WV 26554

**PROJECT:** EFMS Football Field  
1 Orion Lane  
Fairmont, WV 26554

**FROM CONTRACTOR:** City Construction Company, Inc  
284 Factory Street, Suite 101  
Clarksburg, WV 26301

**VIA ARCHITECT:** MSES Architects  
1000 Green River Drive, Ste 100  
Fairmont, WV 26554

**APPLICATION NO:** 2  
**PERIOD TO:** 11/15/2014  
**CONTRACT FOR:** EFMS Football Field  
**CONTRACT DATE:** 8/20/2014  
**PROJECT NOS:** / /  
**INVOICE NO:** 2983

**Distribution to:** OWNER  ARCHITECT  CONTRACTOR  FIELD  OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 1,103,331.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$ 1,103,331.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 738,160.25
5. RETAINAGE:	
a. 5% of Completed Work (Columns D + E on G703)	\$ 36,908.02
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 36,908.02
6. TOTAL EARNED LESS RETAINAGE .....	\$ 701,252.23
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 315,483.40
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE .....	\$ 385,768.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 402,078.77

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** City Construction Company, Inc  
**By:** [Signature] Date: 11/14/14  
State of: West Virginia  
County of: Clarksburg  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Notary Public:** [Signature]  
My commission expires: August 29, 2015

**Official Seal:**  
Notary Public,  
State of West Virginia  
CHRISTA HUNTER  
149 1st Street  
Bridgeport, WV 26300

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 385,768.83  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** [Signature] Date: 11-20-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
<b>TOTAL</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Application and Certificate for Payment

TO OWNER:
Marion County Schools
200 Gaston Ave
Fairmont, WV 26554

PROJECT:
East Fairmont Middle School
Mason Street
Fairmont, WV 26554

APPLICATION NO: 31
PERIOD TO: 11/15/2014
CONTRACT FOR: East Fairmont Middle School
CONTRACT DATE: 5/7/2012
PROJECT NOS: / /
INVOICE NO: 2984
Distribution to: OWNER, ARCHITECT, CONTRACTOR, FIELD, OTHER

FROM CONTRACTOR:
City Construction Company, Inc
284 Factory Street, Suite 101
Clarksburg, WV 26301

VIA ARCHITECT:
Blackwood Associates, Inc.
611 East Park Avenue
Fairmont, WV 26554

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

Table with 2 columns: Description, Amount. Rows include: ORIGINAL CONTRACT SUM (\$15,708,000.00), NET CHANGE BY CHANGE ORDERS (\$3,426,435.00), CONTRACT SUM TO DATE (Line 1 + 2) (\$19,134,435.00), TOTAL COMPLETED & STORED TO DATE (Column G on G703) (\$19,079,257.22)

RETAINAGE:

- a. 0.25% of Completed Work (Columns D + E on G703) \$ 36,653.81
b. 0% of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 36,653.81

Table with 2 columns: Description, Amount. Rows include: TOTAL EARNED LESS RETAINAGE (\$19,042,603.41), LESS PREVIOUS CERTIFICATES FOR PAYMENT (\$18,967,719.28)

Table with 2 columns: Description, Amount. Rows include: CURRENT PAYMENT DUE \$ 74,884.13, BALANCE TO FINISH, INCLUDING RETAINAGE \$ 91,831.59

Table with 3 columns: Description, ADDITIONS, DEDUCTIONS. Rows include: Total changes approved in previous months by Owner (\$3,426,435.00), Total approved this month (\$0.00), TOTAL (\$3,426,435.00), NET CHANGES by Change Order (\$3,426,435.00)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: City Construction Company, Inc

Date: 11/14/14

By: [Signature]
State of: West Virginia
County of: Putnam



Notary Public,
State of West Virginia
CHRISTA HUNTER
149 1st Street
Bridgeport, WV 26330
My commission expires August 29, 2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 74,884.13
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature]
Date: 11-20-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

2341

**Bill To:**  
Chad Norman  
Marion County Schools  
Marion County Schools,  
200 Gaston Ave.  
Fairmont, WV 26554

Phone: (304)367-2100  
Email: cnorman@k12.wv.us

*MCTC*

**Ship To:**  
Chad Norman  
Marion County Schools  
Marion County Schools,  
200 Gaston Ave.  
Fairmont, WV 26554

Phone: (304)367-2100

Srl	Mfr. Part	Description	Price	Qty.	Extended	
*1	THW-010-0111	HP ProDesk 400 G1 SFF Business PC	\$ 502.00	25	\$ 12,550.00	
*2	TSV-015-0100	Workstation Preparation	\$ 36.00	25	\$ 900.00	
*3	THW-020-0128	Viewsonic VA2246M-LED 22 inch monitor	\$ 130.00	25	\$ 3,250.00	
*4	TSV-010-0100	Workstation Installation	\$ 20.00	25	\$ 500.00	
4 item(s)					<b>Sub-Total</b>	<b>\$ 17,200.00</b>
					<b>Freight:</b>	<b>\$ 0.00</b>
					<b>Tax @ 6%</b>	<b>\$ 0.00</b>
					<b>Total</b>	<b>\$ 17,200.00</b>
(*) Tax exempted Part(s)						

*\$15,825.00*

Terms and Conditions

This quotation has been prepared by Pomeroy based upon current product pricing and product availability as of the date of this quotation. The quotation provided hereon is subject to change if, after the issuance of this quotation, product pricing and/or product availability is affected as the direct result of a force majeure event or circumstance that is beyond Pomeroy's reasonable control.

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Quote valid until: 12/24/2014

Payment Details

Company PO []  
Payment Term 30 days  
Additional References  
Customer Name  
Sales Consultant

Shipping Details and Delivery

Shipping Via Delivery  
Shipping Carrier Account No: SHIP

*John Underwood*  
*Brandon*  
*11/25/2014*

Prepared by: Andrea Myers | andrea.myers@pomeroy.com | 859-586-0600 - 5779

*NO STATE TAX*  
*-85/computer*

*Paul Spivey*  
*12/2/14*

*17,200*  
*1,375*  
*15,825*

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, effective as of the 1<sup>st</sup> day of November, 2014, by and between **THE MOST REVEREND MICHAEL J. BRANSFIELD, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF WHEELING-CHARLESTON**, and his successors and assigns, (hereinafter called "Lessor"), and **THE BOARD OF EDUCATION OF MARION COUNTY**, a public corporation, with its principal office and place of business located in Marion County, West Virginia (hereinafter called "Lessee").

**WHEREAS**, Lessee requires the use of the hereinafter described Premises by the Monongah Middle School located at 550 Camden Avenue, Monongah, WV 26554; and,

**WHEREAS**, Lessor has a gymnasium located on adjacent property to the school and agrees to lease the Premises to Lessee upon the following terms and conditions; and

**WHEREAS**, Lessee desires to utilize the Premises during the entire year, subject to the approval of the Monongah Middle School Administration.

**NOW THEREFORE**, that in consideration of the mutual promises and considerations as set forth herein, and intending to be legally bound, the Parties agree as follows:

**1. LEASE OF PREMISES.**

A. Lessor hereby leases to Lessee the Gymnasium (hereinafter referred to as "Premises"), located on Church Street between Lady Lane and Country Road situated within the corporate limits of Monongah, Lincoln District, Marion County, West Virginia that consists of approximately 8,400 square feet. Lessee is also hereby granted a non-exclusive right-of-way upon and over all property adjoining the Premises for the purpose of ingress and egress to the Premises during the term of this Lease.

B. The Lessee shall have the non-exclusive right to use the parking lot that adjoins the Premises only to the extent that the Pastor of Holy Spirit Parish and the Principal of Monongah Middle School meet to coordinate a Master Schedule for the use of the parking lot so as not to interfere with any Parish activities.

**2. TERM AND COMMENCEMENT.**

The term of this Lease shall be for a period of one (1) year, commencing on the 1<sup>st</sup> day of November, 2014, and ending on the 31<sup>st</sup> day of October, 2015.

**3. RENTAL PAYMENTS.**

During the term of this Lease, Lessee shall pay to Lessor the sum of Ten Thousand Dollars (\$10,000.00), payable in advance prior to the effective date of the Lease. Such rent shall be payable ,at 1311 Byron Street, POB 230, Wheeling, West Virginia, 26003, without any setoff or deduction whatsoever.

4. **UTILITIES.**

Lessee hereby agrees to pay for all natural gas, electricity, water, sanitation, heat, power and other similar utility services rendered or supplied upon or in connection with the Premises.

5. **REAL ESTATE TAXES.**

The Lessee shall pay any and all real and personal property taxes and assessments, if any, upon the Premises.

6. **MAINTENANCE AND REPAIRS.**

Lessee has inspected the Premises and deemed them to be suitable for its purposes; accordingly, the parties agree that the Premises are leased on an "as is" basis. Lessor shall, however, remove from the Premises, prior to commencement of the Lease, all readily removable indicia of religious affiliation, including religious statues, crucifixes, religious artifacts and other decorative religious items. Lessee shall be responsible for all maintenance to the Premises during the term of the Lease. Such maintenance shall include, but not be limited to, general maintenance (such as, but not limited to, light bulbs, patching and painting of walls, toilet facilities and cosmetic maintenance) arising from the normal and day to day use of the Premises by the Lessee. Lessee shall also maintain in good operating condition the existing heating, cooling and ventilation systems, including repair of the same. Lessor shall, at its own cost and expense, make all necessary repairs, maintenance and replacements to the exterior of the Premises, including the windows, door and roof. Prior to taking possession of the Premises, Lessor and Lessee shall conduct a walk-through inspection of the Premises to identify any damage or other conditions in the Premises in order to establish a base line of the Premises. A signed copy of the walk-through inspection shall be attached as an Exhibit to this Lease.

7. **ALTERATIONS AND IMPROVEMENTS.**

Lessee shall not make any alterations or improvements to the Premises without the prior written consent of the Lessor.

8. **CASUALTY INSURANCE AND WAIVER OF SUBROGATION.**

As part of the consideration for this Lease, the parties have agreed that each shall carry hazard insurance to the extent advised covering the demised Premises or the property of either thereon. Accordingly, neither party shall be liable to the other, or to any insurer of the other, by way of subrogation or other arrangement, or to any party claiming by or through the other, for loss or damage to the demised Premises or the property of either thereon, arising from hazards that could have been insured against by an insurance policy or from causes for which such party is reimbursable by other insurance of any kind.

**9. INDEMNITY AND LIABILITY INSURANCE.**

Lessee hereby agrees to indemnify Lessor and hold it forever harmless against claims and demands on the part of any party for personal injury or damage to property of any party arising from Lessee's use of, or operations upon, the demised Premises, and Lessee shall, at its expense, carry liability insurance insuring its operations, and the demised Premises, in limits of at least One Million Dollars (\$1,000,000.00), which policy or policies shall be carried with an insurance carrier acceptable to Lessor. Lessor shall be named as an additional insured on the policy. Evidence of such coverage shall be delivered to Lessor within thirty (30) days of the date of this Lease Agreement.

**10. NONLIABILITY AND INDEMNIFICATION.**

A. Lessee shall indemnify, defend and hold Lessor harmless from all claims arising from Lessee's use of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by Lessee in or about the Premises. Lessee shall further indemnify, defend and hold Lessor harmless from all claims arising from any breach or default in the performance of any obligation to be performed by Lessee under the terms of the lease or arising from any act, neglect, fault or omission of Lessee or the agents, representatives or employees of Lessee, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend the same at its expense.

B. Lessor shall indemnify, defend and hold Lessee harmless from all claims arising from the conduct of Lessor's business or from any activity, work or thing done, permitted or suffered by Lessor in or about the Premises. Lessor shall further indemnify, defend and hold Lessee harmless from all claims arising from any breach or default in the performance of any

obligation to be performed by Lessor under the terms of this Lease or arising from any act, neglect, fault, or omission of Lessor or the agents, representatives or employees of Lessor, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon. In case any action or proceeding shall be brought against Lessee by reason of any such claim, Lessor, upon notice from Lessee, shall defend the same at its expense.

**11. FIRE CLAUSE.**

Should the demised Premises be partially or completely destroyed by fire or other casualty during the term of this Lease to the extent that the damage to the demised Premises cannot be repaired or the property restored for the full use of Lessee within ninety (90) days, Lessor or Lessee may terminate this Lease, and all rent shall be abated, or refunded, as the case may be, to the date when such damage or destruction occurred. Should the destruction or damage to the demised Premises be of such character that the property can reasonably be restored within ninety (90) days and Lessor is diligently pursuing said repairs, the Lease shall not terminate, and Lessor shall promptly proceed to make such repairs as are necessary to make the property again usable for the business of Lessee. Pending complete restoration or repair, the rentals shall be prorated to the extent and for the period, that Lessee is deprived of the use of the demised Premises.

**12. SUBLETTING AND ASSIGNMENT.**

Lessee shall not assign nor sublet this Lease, or any part hereof, without the prior written consent of the Lessor.

**13. EMINENT DOMAIN.**

If the whole of the leased Premises, or such portion thereof as will make the leased Premises unsuitable for the purposes leased, is taken for any public use or purpose by any legally constituted authority, then, in such event, this Lease shall cease from the time when possession is taken by such public authority and the rental shall be accounted for between the Lessor and the Lessee as of the date of such surrender of possession. Such termination shall be without prejudice to the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation or exercise of eminent domain. Neither the Lessor nor the Lessee shall have any right in or to any award of payment made to the other by the condemning authority.



14. USE OF PREMISES.

A. Lessee covenants and agrees that the Premises shall be used only for school approved functions that are coordinated through the Principal of the Monongah Middle School. The Principal shall notify the Pastor of any scheduled activities that are added to the schedule after the Master Schedule is published. The term "school related functions" shall include school related athletic contests and school sponsored youth recreational programs and activities. Adult recreational use is **not** permitted in the Premises unless it is school sponsored physical education classes. Lessee may use the Premises for programs sponsored by or for Marion County Schools, subject to the approval of the Monongah School Administration.

B. Lessee covenants that the Premises shall be maintained as a smoke-free and drug-free environment. Lessee shall comply with all statutes, ordinances, rules, orders, regulations, permits and requirements of federal, state and municipal governments and administrative bodies and all licensing which may be necessary through local, state or federal regulatory bodies.

C. If Lessee desires to use the Premises for any other activity, the prior written approval of the Parish Pastor is required.

D. Whenever the Premises are not used by the Lessee, the Parish shall be permitted to use the Premises for church related functions, provided however, that the Parish shall first coordinate the use with the Lessee not to interfere with any of the Lessee's scheduled functions. The Parish shall give Lessee as much notice as possible but not less than fourteen (14) days and Lessee shall give its written permission for said use within five (5) business days after the receipt of the request.

E. Lessee agrees to enforce the following Rules to the best of its ability regarding the use of the Premises:

1. No hard sole shoes or colored shoes that leave markings shall be permitted to be worn while on the court.
2. Anyone using the Premises **MUST** clean shoes prior to entering the gym and walking on the basketball court. Floor covering that is available at the Premises shall be used for any activity that may require walking on the gym floor in order to protect the surface. The use of any hard surface balls or equipment is **prohibited** on the basketball court (ie. regulation baseballs, softball, hard rubber balls, etc.) Soft surface balls **MUST** be used to avoid damage to the court or facility. Regulation basketballs, soccer balls or volleyballs are acceptable.
3. Anyone using the Premises is responsible for the clean-up and disposal of any trash, garbage and/or other items shall be placed in proper receptacles upon completion of each activity.

4. If any activity will have spectators, Lessee must have the floor area covered where spectators will be walking. Spectators are not permitted on the floor without appropriate footwear.
5. Lessee shall be permitted to hold cheerleading practice in the Premises beginning in August, 2011, provided all such practices are scheduled through and with the Pastor.

15. **DEFAULT.**

Should Lessee fail to pay the rent, or any part thereof, or should Lessee fail to keep and perform any of the covenants, provisions, terms or conditions of this Lease, or should Lessee abandon or vacate the demised Premises during the term of this Lease, or should Lessee be adjudicated as bankrupt, or make an assignment for the benefit of creditors, or should the interest of the Lessee in the demised Premises be sold under any execution or other legal process, and should such default or occurrence continue for a period of thirty (30) days after written notice thereof is given by Lessor to Lessee then Lessor may, at any time thereafter, by written notice to Lessee, declare the termination of the leasehold and re-enter said Premises or any part thereof, and, by due process of law, expel, remove, and put out the Lessee or any person or persons occupying said Premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of rent or for damages for breach of any of the Lessee's other obligations hereunder.

16. **ACCESS TO PREMISES BY LESSOR.**

Lessor shall have the right, through his agents, to come upon the demised Premises at reasonable times to inspect the same and to ascertain whether the obligations of Lessee under this Lease are being performed.

17. **LEASE RENEWAL**

A. At the Lessor's option, Lessor may cancel the Lease at the end of the Lease term, by giving Lessee at least forty-five (45) days prior written notice. B. Provided that Lessee is not in default of any of its undertakings hereunder, Lessee may give written notice to Lessor at least thirty (30) days prior to the end of the Lease term of its request to renew the Lease. After receipt of said request, Lessor must respond to the request in writing within ten (10) days of the request that Lessor will renew the lease.

18. **NON-WAIVER.**

No failure on the part of any party to insist upon strict compliance with the terms and conditions of the Lease or to give notice of default or to exercise the options and remedies available in event of default shall be construed as a waiver of the rights herein reserved to either

party or as establishing a course of business among Lessor and Lessee, contrary to the terms of this Lease.

19. MECHANIC'S LIENS.

Lessee will not permit any mechanic's liens or other lien to be placed upon the Premises and agrees that if any such lien be filed on account of the act or conduct of the Lessee, that Lessee shall promptly pay or cause the removal of said lien. In the event the Lessee fails to pay and discharge such lien, it may be paid by the Lessor and charged to the Lessee.

20. SIGNAGE.

The Lessee shall be permitted to install reasonable signage during the term of this Lease.

21. DAMAGE TO PERSONAL PROPERTY.

All personal property of Lessee on the Premises shall be and remain at the sole risk of the Lessee. Lessor shall not be liable for any damage to or loss of personal property of Lessee.

22. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of West Virginia.

23. NOTICES.

Any notice required to be given to either of the parties hereto shall be delivered or mailed as follows:

In the case of any notice to be given to Lessor:

The Diocese of Wheeling-Charleston  
ATTN: Director of Buildings & Properties  
1307 Jacob Street  
Wheeling, WV 26003

With a copy to:

Robert J. Samol, Esq.  
Phillips, Gardill, Kaiser & Altmeyer, PLLC  
61 Fourteenth Street  
Wheeling, WV 26003

With a copy to:

Holy Spirit Church  
ATTN: Pastor  
687 Maple Terrace  
Monongah, WV 26554

In the case of any notice to be given to Lessee:

Marion County Board of Education  
ATTENTION: Superintendent  
200 Gaston Avenue

Fairmont, WV 26555

With a copy to:

Peter DeMasters, Esq.  
Flaherty, Sensabaugh & Bonasso, PLLC  
7000 Hampton Center, Suite 1  
Morgantown, WV 26505

Notice shall be given by personal delivery or by certified mail, postage prepaid, return receipt requested and in the case of notice by mailing, notice shall be effective upon mailing.

**24. ENTIRE AGREEMENT.**

This Lease constitutes the entire understanding and agreement of the parties and shall not be modified or changed in any regard except by written agreement entered into and executed by all parties.

**25. BINDING EFFECT AND SEPARABILITY.**

All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto to the same extent as if each successor and assign were in each case named a party to this Lease. Each and every covenant and agreement contained in this Lease shall, for all purposes, be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained hereby either party shall in no way or manner discharge or relieve the other party from its obligation to perform each and every other covenant and agreement herein.

**SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto caused this Lease Agreement to be executed as of the day and year first above written.

**LANDLORD:**

\_\_\_\_\_  
**THE MOST REVEREND MICHAEL J.  
BRANSFIELD, Bishop of the Roman Catholic  
Diocese of Wheeling-Charleston**

THE COUNTY BOARD OF EDUCATION OF  
MARION COUNTY

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
President of the Board

**ACCEPTANCE OF TERMS:**

Holy Spirit Parish hereby accepts the terms and conditions of the Lease Agreement set forth herein.

Dated: \_\_\_\_\_, 2014

\_\_\_\_\_  
Pastor

**STATE OF WEST VIRGINIA,  
COUNTY OF OHIO, TO-WIT:**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by **MOST REVEREND MICHAEL J. BRANSFIELD, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF WHEELING-CHARLESTON,**

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**STATE OF WEST VIRGINIA,  
COUNTY OF MARION, TO-WIT:**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ **Superintendent of Marion County Board of Education,** on behalf of the Board of Education.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**STATE OF WEST VIRGINIA,  
COUNTY OF MARION, TO-WIT:**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, **President of the Marion County Board of Education,** on behalf of the Board of Education.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

This Instrument was prepared by Robert J. Samol, Esq., PHILLIPS, GARDILL, KAISER & ALTMEYER, PLLC, 61 Fourteenth Street, Wheeling, WV 26003.

**WALK-THRU INSPECTION EXHIBIT**

Pursuant to Item 6. MAINTENANCE AND REPAIRS, the attached joint inspection report identifies any damage or other conditions in the Premises prior to the commencement date of the Lease in order to establish a base line of the Premises:

**LEASE AGREEMENT**

By and Between

**Lessor**

THE MOST REVEREND  
MICHAEL J. BRANSFIELD,  
Bishop of the Roman Catholic Diocese  
of Wheeling-Charleston

and

**Lessee**

THE BOARD OF EDUCATION  
OF MARION COUNTY, WV