

OFFICIAL MINUTES
Marion County Board of Education
Regular Session
Monday, December 5, 2022
CENTRAL OFFICE
6:00 pm

21-2267

The meeting was held in the Central Office Conference Room and streamed on our Marion County page: marionboe.com.

Mrs. Nicki Michael gave the invocation and Miss. Christie Casto, Secretary at East Dale, led the Pledge of Allegiance.

The Marion County Board of Education met in a Regular Session on Monday, December 5, 2022 at 6:00 pm.

President Mrs. Costello called the meeting to order at 6:02 pm

MEMBERS PRESENT: Mr. Boyles, Mrs. Costello, Mr. Dragich, Mr. Pellegrin, Rev. Saunders and Superintendent Dr. Heston

19-1000 INFORMATION – RECOGNITIONS – RECOMMENDATIONS – REPORTS

- 1) Mr. Riffle – Safety Update
- 2) Marion County Healthy Grandfamilies Recognition – Mrs. Maxwell
- 3) High School Graduation Coaches Presentation – Round 3 Funding Presentation by Corey Hines, Ryan DeMary, and Constance Buffy
- 4) Mrs. Melissa DeWitt, East Dale Principal – Presentation on Student Achievement and Other Student Factors, Data, and Programs
- 5) Delegations
 - a) Barry Bledsoe - Video
- 6) Public Relation Reports: **REPORTS WERE MOVED UNTIL THE DECEMBER 19TH MEETING**
 - WVSBA Committee on Legislation** - Mrs. Donna Costello
 - WVU Extension Agency** - Mrs. Donna Costello
 - Marion County Health Department** - Mr. George C. Boyles
 - Marion County Chamber of Commerce** - Ms. Mary Jo Thomas
 - Marion County Parks and Recreation** - Mrs. Cathy Maxwell and Mr. Bob Brookover
 - Marion County Public Library** - Joan Schrorering to continue through 6-30-23
 - Stadium Advisory Council** - Jeremy Laird, Mr. Dragich & Mike Talkington
 - Fairmont State University** - Mr. Skarzinski

NEW BUSINESS

Mr. Pellegrin made a motion, seconded by Mr. Dragich to approve the following:

19-2000 MINUTES – AGREEMENTS – CONTRACTS

2247 MINUTES

The approval of the Official Minutes for the meeting for a Regular Meeting on November 21, 2022.

2248 ALPHA TECHNOLOGIES – SURVEILLANCE CAMERA AND 5-YEAR ENTERPRISE/SUPPORT SUBSCRIPTION

The approval of the quote from Alpha Technologies to purchase Cisco Meraki MV22 Gen II Network Surveillance Camera, 5-year Enterprise and Support Subscription, in the amount of \$25,139.80. FUNDING: Technology/ROC Watch Project (will be reimbursed from the ROC Watch Project).

OTHER BIDS: These cameras must interface with our current Meraki Dashboard System. Therefore, no other bids were obtainable.

2249 BOOSTERS – BARRACKVILLE PTO

The approval of the Booster Group for Barrackville – PTO for the 2022/2023 SY.

2250 USE OF FACILITIES – BARRACKVILLE – BARRACKVILLE PTO

The approval of the Use of Facilities form with the Barrackville PTO to use the School at Barrackville from August 22, 2022 through May, 2023.

2251 USE OF FACILITIES – BARRACKVILLE – MCPARC

The approval of the Use of Facilities form with MCPARC K-2 Basketball League to use the gymnasium at Barrackville from November 20, 2022 through February 28, 2023.

2252 USE OF FACILITIES – EAST PARK – MCPARC

The approval of the Use of Facilities form with MCPARC K-1 Basketball Team #3 to use the gymnasium at East Park from November 17, 2022 through February, 2023.

2253 USE OF FACILITIES – FSHS – MCPARC

The approval of the Use of Facilities form with MCPARC K-3 Basketball League to use FSHS's 201st Field House November 20, December 4, 11, 18, 2022, January 8, 15, 22, 29, 2023, February 5, 12, 19, 26, 2023 and March 5, 2023.

2254 USE OF FACILITIES – JAYENNE – MCPARC

The approval of the Use of Facilities form with MCPARC Jayenne 2/3rd Basketball League to use the gymnasium at Jayenne from November 21, 2022 through March 30, 2023.

2255 USE OF FACILITIES – PLEASANT VALLEY - MCPARC

The approval of the Use of Facilities form with MCPARC K-3 Basketball League to use the gymnasium at Pleasant Valley from November 20, 2022 through February 28, 2023.

2256 USE OF FACILITIES – FAIRVIEW MIDDLE- FAIRVIEW COMMUNITY BAND

The approval of the Use of Facilities form with Fairview Community Band to use the auditorium at Fairview Middle School from November 1, 2022 through May 30, 2023.

2257 FIELD TRIP – OVERNIGHT –PRIVATE AUTO

The approval of the following:

EFHS – Boys Basketball, request permission to use private auto to travel to Keyser HS, Keyser, WV, December 27-28, 2022, for a basketball game.

Approximate number of students: 13

Chaperone(s): Ronald Nichols, Jessica Terlosky and Ron Jones

Approximate Cost: \$500

Source of funds: Boosters

Number of school days lost: 0

2258 FIELD TRIP – COMMERCIAL CARRIER

The approval of the following:

NMHS - Football, request permission to use Commercial Carrier Budget Charter to travel to Independence HS, Coal City, WV, November 25, 2022 for the WV II Semi-Final Football Game.

Approximate number of students: 60

Chaperone(s): Daran Hays, Woody Taylor, Mark Yoho

Approximate Cost: \$2,100.00

Source of funds: Football Boosters

Number of school days lost: 0

2259 OMNI ASSOCIATES – AMENDMENT 1 – EAST DALE PROJECT

The approval of the proposed Amendment I with Omni Associates with a compensation adjustment for work completed by Civil & Environmental Consultants February-March 2022, in the amount of \$15,175.78. FUNDING: County

2260 USE OF FACILITIES – MONONGAH MIDDLE – MARION COUNTY YOUTH BASKETBALL

The approval of the Use of Facilities form with the Marion County Youth Basketball to use the gymnasium at Monongah Middle from December 6, 2022 through February 15, 2023.

2261 USE OF FACILITIES – FSHS – CHANGING DA GAME

The approval of the Use of Facilities form with Changing da Game to use the old gym at FSHS from November 14, 2022 through March 30, 2023.

2262 USE OF FACILITIES – BARRACKVILLE – BARRACKVILLE LIONS CLUB

The approval of the Use of Facilities form with Barrackville Lions Club to use the gym at Barrackville for Christmas in Our Town December 3, 2022.

2263 FIELD TRIP – OVERNIGHT – PRIVATE AUTO

The approval of the following:

NMHS – 9th Basketball, request permission to use private auto to travel to Keyser HS, Keyser, WV, December 27-28, 2022, for a basketball game.

Approximate number of students: 15

Chaperone(s): Woody Taylor and Students riding with their own parents

Approximate Cost: \$700

Source of funds: Boosters

Number of school days lost: 0

2264 FIELD TRIP – OVERNIGHT – PRIVATE AUTO

The approval of the following:

NMHS – Boys Basketball, request permission to use private auto to travel to Chapmanville, WV, December 16-17, 2022 for the Chapmanville Holiday Tournament.

Approximate number of students: 25

Chaperone(s): Harbert, Murphy, Balwine, Shuck and Students riding with their own parents.

Approximate Cost: \$1,000.00

Source of funds: Football Boosters

Number of school days lost: 0

2265 FIELD TRIP – OVERNIGHT – PRIVATE AUTO

The approval of the following:

NMHS – Wrestling, request permission to use private auto to travel to Hedgesville, WV, December 16-17, 2022 for the Hedgesville Dual Tournament

Approximate number of students: 20

Chaperone(s): David Tennant, Rusty Elliott, Jeff Hess and Students riding with their own parents.

Approximate Cost: \$800.00

Source of funds: Boosters

Number of school days lost: 1

2238 CORRECTION - FIELD TRIP - OVERNIGHT - OUT-OF-STATE - COUNTY BUSES - AIRLINES

The approval of the following:

WFMS - Science Honorary, requested permission to use a county bus to travel to Pittsburgh International Airport and use Southwest Airlines to travel to Orlando, FL, May 9-12, 2023, for a Science & Technology/Physics of Disney Parks.

Approximate number of students: 42

Chaperone(s): Susan Conley, Aimee Williams, AJ Field, Danielle Leiving, Michelle Betler, & Kevin Egidi & Lynn Bowers

Approximate Cost: \$1416 per person

Source of funds: Students/Fundraising

Number of school days lost: 4

2266 FIELD TRIP - OVERNIGHT - OUT OF COUNTRY - COMMERCIAL

The approval of the following:

EFHS - BAND, request permission to use commercial carrier **TBA** to travel to and from Port Canaveral, FL, to go on a Cruise Ship **TBA** to the Nassau, Bahamas April 6-10, 2023, to perform on the cruise and in the Bahamas.

Approximate number of students: 130

Chaperone(s): TJ Bean and others **TBA**

Approximate Cost: TBA

Source of funds: Boosters

Number of school days lost: 0

YEAS: Boyles, Costello, Dragich, Pellegrin, Saunders **NAYS: 0**

Mr. Saunders made a motion, seconded by Mr. Boyles to approve the following:

19-3000 FINANCIAL

3018 Vendor List dated November 30, 2022 are viewable in the attachments on the Marionboe.com website.

3019 Budget Supplements and Transfers November 30, 2022 are viewable in the attachments on the Marionboe.com website .

YEAS: Boyles, Costello, Dragich, Pellegrin, Saunders **NAYS: 0**

Mr. Pellegrin made a motion, seconded by Mr. Boyles to approve the following **except for 4251, which was voted on separately after the 7000 Series:**

19-4000 PERSONNEL

The Superintendent reserves the right to submit an alternate name during the meeting when necessary.

4245 EMPLOYMENT – PAID COACHES

The approval of the following coaching positions effective for the 2022-23 season pending WV certification and CIB verification if needed:

East Fairmont Middle School

C22 11 09 03

Derek Silman Boys’ Basketball/7th Grade Professional

Fairview Middle School

C22 11 09 05

Quint Markley Boys’ Basketball 7/8 Grade SSAC

4246 RESIGNATION – COACHES

The approval of the following coaching resignations:

East Fairmont High School

Breanne Dobrzynski Boys’ Track/Assistant
Effective: November 30, 2022

Gretchen Hibbs Track/Volunteer
Effective: November 30, 2022

Kenneth Hibbs Head Boys’ Track
Effective: November 30, 2022

Kenneth Hibbs Boys’ Cross Country
Effective: November 30, 2022

Eugenia Reesman Softball/Volunteer
Effective: November 30, 2022

East Fairmont Middle School

Gretchen Hibbs Head Girls’ Track
Effective: November 30, 2022

Gretchen Hibbs Boy’s Track/Assistant
Effective: November 30, 2022

Monongah Middle School

Chad Davidson Girls’ Track/Assistant
Effective: November 22, 2022

Anna McKenzie Boys' Track/Assistant
Effective: November 21, 2022

4247 EMPLOYMENT – SPORT EVENT WORKERS

The approval of the following effective for the 2022-23 School Year.

Fairmont Senior High School

C22 07 27 05

SPORTS ANNOUNCER

Nicolette Michael

West Fairmont Middle School

C22 11 17 01

WINTER SPORTS CONCESSION WORKER

Joy Alvarado

Melissa Harr

4248 RETIREMENT – PROFESSIONAL PERSONNEL

The approval of the professional retirements as follows:

Nathy Janes Health
Fairmont Senior High School
200 Days
Effective: December 20, 2022

4249 LEAVE OF ABSENCE – PROFESSIONAL PERSONNEL

The approval of the following:

Jade Lantz Teacher Monongah Elementary School
Request a leave of absence from December 8, 2022 to April 17, 2023.

Michael Leshko Teacher East Fairmont Middle School
Request a leave of absence from November 18, 2022 to
February 28, 2023.

Gina Marra Teacher Fairview Middle School
Request a leave of absence from January 13, 2023 to June 30, 2023.

4250 EMPLOYMENT – PROFESSIONAL PERSONNEL

The following employment(s) are endorsed by the Superintendent, the School Principal, and Faculty Senate Designee(s):

P22 11 17 03

Jacob Mutnanksy Math
Fairmont Senior High School
200 Days
Effective: ***Pending Certification***

P22 11 09 05

Chelsea Taylor Social Studies
West Fairmont Middle School
200 Days
Effective: ***Pending release from Harrison County***

4252 EMPLOYMENT – PROFESSIONAL PERSONNEL-CTR (CLINICAL TEACHER OF RECORD)

The following employment(s) are endorsed by the Superintendent, the School Principal, and Faculty Senate Designee(s):

P22 11 17 02

Kayla Garland School Guidance Counselor-CTR
Watson Elementary School
200 Days
Effective: ***Pending certification***

P22 11 17 01

Haley Williams School Guidance Counselor-CTR
Fairview Middle School
205 Days
Effective: ***Pending certification***

4253 EMPLOYMENT – SUBSTITUTE TEACHERS

The approval of the following pending WV certification and CIB verification:

Connor Cramer Student Teacher Permit

4254 EMPLOYMENT – SERVICE PERSONNEL

The approval of the following:

S22 11 16 01

Dianna Lemley Secretary/Accountant I/II
Watson Elementary School
200 Days
8:30 am-3:30 pm
Effective: December 7, 2022

S22 11 16 01

Lauren Morgan Sp Ed Aide-Itinerant
East Fairmont Middle School
200 Days
8:00 am-2:00 pm
Effective: December 7, 2022

S22 11 16 02

April Redd Sp Ed Aide-Itinerant
Watson Elementary School
200 Days
8:30 am-2:30 pm
Effective: December 7, 2022

21-2267

4255 REASSIGNMENT – SERVICE PERSONNEL

The approval of the following:

	From:	To:
<u>S22 11 09 05</u>		
<u>September Kellar</u>	Custodian I/II North Marion High School 210 Days 7:00 pm-2:30 am	Custodian I/II Fairmont Senior High School 210 Days 4:00 pm-11:30 pm Effective: December 7, 2022

4256 RESIGNATIONS – SUBSTITUTE SERVICE PERSONNEL

The approval of the substitute service personnel resignations as follows:

Lynn McElfresh Substitute Cook
Effective: November 30, 2022

Jeff Rutherford Substitute Cook
Effective: November 29, 2022

4257 EMPLOYMENT – VOLUNTEER COACHES

The approval of the following coaching positions effective for the 2022-23 season pending WV certification and CIB verification if needed:

Fairmont Senior High School

C22 09 26 48
Pepper Reasonover Girls' Basketball/Volunteer SSAC-Pending

C22 09 26 48
Mike Uram Girls' Basketball/Volunteer SSAC-Pending

C22 09 26 48
Ronnie Whiting Jr. Girls' Basketball/Volunteer SSAC-Pending

North Marion High School

C22 11 09 01
Caleb Kuhn Wrestling/Volunteer SSAC

4258 RESIGNATIONS – PROFESSIONAL PERSONNEL

The approval of the professional resignations as follows:

Jessica Ross Grade 5
 West Fairmont Middle School
 200 Days
 Effective: December 1, 2022

YEAS: Boyles, Costello, *Dragich, Pellegrin, Saunders* **NAYS: 0**

19-5000 DISCUSSION – NEW POLICIES, REVISIONS & DELETIONS

First Review – 11-7-22
Second Review – 11-17-22
Third Reading – 12-5-22

Mr. Dragich made a motion, seconded by Mr. Saunders to approve the following:

5019-REVISION – PO5330 – GUIDANCE AND COUNSELOR

YEAS: Boyles, Costello, *Dragich, Pellegrin, Saunders* **NAYS: 0**

Mr. Boyles made a motion, seconded by Mr. Pellegrin to approve the following:

5020-NEW – PO5331 – ADMINISTRATION OF OPIOD ANTAGONISTS

YEAS: Boyles, Costello, *Dragich, Pellegrin, Saunders* **NAYS: 0**

19-6000 SUPERINTENDENT’S REPORT

Student Achievement - Graduation Rate Data – exceeded rates
Toy Shop
Many Musical performances
Technology –E-Rate Project
Transportation – Bus inspections
Facilities - Homeland Security
Maintenance – Vape Sensor Updates
Rank One

19-7000 MATTERS FROM THE BOARD

Mr. Dragich – WVU Nursing – Vaping Program
Mr. Pellegrin – Graduation Coaches – Federal Funding
Mr. Saunders – Resource Officers – Vaping
 Mr. Norman did a great job with the Toy Shop
 EFMS Choir was excellent
FSU – Swimming
 Garbage – Bidding – Future meeting

Mr. Dragich made a motion, seconded by Mr. Pellegrin to approve the following:

7024 STUDENT EXPULSION

The approval of a student to be expelled for one school year for violation of the Safe Schools Act.

YEAS: *Boyles, Costello, Dragich, Pellegrin, Saunders* **NAYS: 0**

Mr. Saunders made a motion, seconded by Mr. Boyles to go into executive session regarding 4251and competition at 7:53.

YEAS: *Boyles, Costello, Dragich, Pellegrin, Saunders* **NAYS: 0**

Mr. Saunders made a motion, seconded by Mr. Boyles to return to regular session regarding at 8:12.

YEAS: *Boyles, Costello, Dragich, Pellegrin, Saunders* **NAYS: 0**

Mr. Dragich made a motion, seconded by Mr. Boyles to return to approve the following:

4251 EMPLOYMENT – PROFESSIONAL PERSONNEL

The approval of the following:

P22 11 09 06

Stacey Spadafore Assistant Principal
Watson Elementary School
225 Days
Effective: December 16, 2022

YEAS: *Boyles, Costello, Dragich, Pellegrin, Saunders* **NAYS: 0**

19-8000 LEGAL UPDATE

N/A

19-9000 FUTURE MEETINGS

DATE	PURPOSE	TIME	PLACE
Dec 14	Wed Special Session	10:00 am	Central Office
Dec 19	Mon Regular Session	6:00 pm	Central Office
Jan 4	Wed Regular Session	6:00 pm	Central Office
Jan 17	Tue Regular Session	6:00 pm	Central Office

ADJOURNED

Mr. Pellegrin made a motion, seconded by Mr. Saunders to adjourn at 8:15 pm.

YEAS: *Boyles, Costello, Dragich, Pellegrin, Saunders* **NAYS: 0**

Mrs. Donna Costello, President

Dr. Donna Hage, Superintendent/Secretary

Robin Haught, Executive Secretary

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA G702

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PROJECT: East Dale Elementary School Addition

APPLICATION NUMBER: 21039-16

PURCHASE ORDER NUMBER: Contract

OWNER:
Marion County Schools
1516 Mary Lou Retton Drive
Fairmont, WV 26554

CONTRACTOR:
Veritas Contracting LLC
246 Business Drive
Fairmont, WV 26554

ARCHITECT: Omni Associates-Architects, Inc
207 Jefferson Street
Fairmont, WV 26554

PERIOD FROM: 10/31/2022 - 11/25/2022

CONTRACT FOR: General Construction Contract

CONTRACT DATE: 6/22/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract Continuation Sheet. Form G703 is attached.

- 1. Original Contract Sum
\$ 3,576,689.00
- 2. Net change by Change Orders
\$ 415,420.63
- 3. Contract Sum to Date (Line 1+2)
\$ 3,992,109.63
- 4. Total completed stored to date
(Column G on G703)
\$ 3,905,975.59

- 5. Retainage:
a. 5 % of work completed
(columns D+E on G703) \$ 195,298.78
- b. 0 % of stored material
(column F on G703) \$ -

- Total Retainage (Line 5a + 5b)
\$ 195,298.78
- 6. Total Earned Less Retainage
(Line 4 less line 5)
\$ 3,710,676.81
- 7. Less Previous Certificates for Payment
(Line 6 from prior Certificate)
\$ 3,660,147.72

8. Current Payment Due \$ 50,529.09

9. Balance to finish, including retainage
(Line 3 less line 6) \$ 281,432.82

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 all payments received from the Owner and that current payment shown herein is now due

CONTRACTOR: Veritas Contracting LLC

By: *Jesse L. Ayers II*
Jesse L. Ayers II Date: 12/8/2022

State of: West Virginia

County of: Marion

Subscribed and sworn to before me

this 8 day of December 2022

Notary Public: *Cynthia Dawn Witmold*

My Commission expires: 9-14-26



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 \$ 50,529.09

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on Application and on the Continuation Sheet that are changed to conform to the amount certified.)
ARCHITECT

By: *David E. Smith* Date: 12/8/22

This Certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

Change order summary	Additions	Deletions
Total changes approved previous by owner	\$ 472,529.61	\$ 57,108.98
Total approved this month	\$ -	\$ -
TOTALS	\$ 472,529.61	\$ 57,108.98

21-2268

Veritas Contracting Payment Requisition

AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 21039-16

PERIOD TO: 10/31/2022 - 11/25/2022

ARCHITECTS' PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
1	Mobilization and Layout	\$ 39,680.00	\$39,680.00	\$0.00	\$0.00	\$39,680.00	100.00%	\$0.00	\$1,984.00
2	Insurance and Bonding	\$ 76,845.00	\$76,845.00	\$0.00	\$0.00	\$76,845.00	100.00%	\$0.00	\$3,842.25
3	Site Supervision Working Formen General Requirement:	\$ 207,209.00	\$203,982.00	\$427.00	\$0.00	\$204,409.00	98.65%	\$2,800.00	\$10,220.45
4	Construction Aid, Equipment and Storage	\$ 150,893.00	\$148,522.00	\$375.00	\$0.00	\$148,897.00	98.68%	\$1,996.00	\$7,444.85
5	Temporary Construction & Safety Fencing	\$ 3,892.00	\$3,892.00	\$0.00	\$0.00	\$3,892.00	100.00%	\$0.00	\$194.60
6	Demolition	\$ 13,654.00	\$13,654.00	\$0.00	\$0.00	\$13,654.00	100.00%	\$0.00	\$982.70
7	E&S Controls/Survey/Site Demolition	\$ 39,425.00	\$39,425.00	\$0.00	\$0.00	\$39,425.00	100.00%	\$0.00	\$1,971.25
8	Earthwork	\$ 68,600.00	\$68,600.00	\$0.00	\$0.00	\$68,600.00	100.00%	\$0.00	\$3,430.00
9	Fencing	\$ 26,600.00	\$18,600.00	\$8,000.00	\$0.00	\$26,600.00	100.00%	\$0.00	\$1,330.00
10	Utilities/Sanitary Sewer and Stormwater	\$ 116,930.00	\$116,930.00	\$0.00	\$0.00	\$116,930.00	100.00%	\$0.00	\$5,846.50
11	Separation Fabric & 6" Aggregate Base	\$ 36,871.00	\$36,871.00	\$0.00	\$0.00	\$36,871.00	100.00%	\$0.00	\$1,843.55
12	Form and Pour Trench Box	\$ 4,080.00	\$4,080.00	\$0.00	\$0.00	\$4,080.00	100.00%	\$0.00	\$204.00
13	Landscape - Material	\$ 7,000.00	\$6,250.00	\$550.00	\$0.00	\$6,800.00	97.14%	\$200.00	\$340.00
14	Landscape - Labor	\$ 2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
15	Asphalt Pavement and Striping	\$ 101,000.00	\$101,000.00	\$0.00	\$0.00	\$101,000.00	100.00%	\$0.00	\$5,050.00
16	Concrete Curbs - Material	\$ 18,602.00	\$18,602.00	\$0.00	\$0.00	\$18,602.00	100.00%	\$0.00	\$930.10
17	Concrete Curbs - Labor	\$ 41,472.00	\$41,472.00	\$0.00	\$0.00	\$41,472.00	100.00%	\$0.00	\$2,073.60
18	Concrete Sidewalks - Material	\$ 27,922.00	\$27,622.00	\$300.00	\$0.00	\$27,922.00	100.00%	\$0.00	\$1,396.10
19	Concrete Sidewalks - Labor	\$ 20,346.00	\$20,046.00	\$300.00	\$0.00	\$20,046.00	98.53%	\$300.00	\$1,002.30
20	Flag & Light Pole Foundations	\$ 2,410.00	\$2,010.00	\$400.00	\$0.00	\$2,410.00	100.00%	\$0.00	\$120.50
21	Building Foundation & Piers - Material	\$ 22,596.00	\$22,596.00	\$0.00	\$0.00	\$22,596.00	100.00%	\$0.00	\$1,129.80
22	Building Foundation & Piers - Labor	\$ 21,242.00	\$21,242.00	\$0.00	\$0.00	\$21,242.00	100.00%	\$0.00	\$1,062.10
23	Slab on Grade - Material	\$ 44,600.00	\$44,600.00	\$0.00	\$0.00	\$44,600.00	100.00%	\$0.00	\$2,230.00
24	Slab on Grade - Labor	\$ 25,063.00	\$25,063.00	\$0.00	\$0.00	\$25,063.00	100.00%	\$0.00	\$1,253.15
25	ICF Walls - Material	\$ 93,718.00	\$93,718.00	\$0.00	\$0.00	\$93,718.00	100.00%	\$0.00	\$4,665.90
26	ICF Walls - Labor	\$ 65,608.00	\$65,608.00	\$0.00	\$0.00	\$65,608.00	100.00%	\$0.00	\$3,280.40
27	Damproofing & Backfill - Material	\$ 19,009.00	\$19,009.00	\$0.00	\$0.00	\$19,009.00	100.00%	\$0.00	\$950.45
28	Damproofing & Backfill - Labor	\$ 13,740.00	\$13,740.00	\$0.00	\$0.00	\$13,740.00	100.00%	\$0.00	\$687.00
29	Masonry - Material	\$ 79,100.00	\$79,100.00	\$0.00	\$0.00	\$79,100.00	100.00%	\$0.00	\$3,955.00
30	Masonry - Labor	\$ 77,171.00	\$77,171.00	\$0.00	\$0.00	\$77,171.00	100.00%	\$0.00	\$3,858.55

Veritas Contracting Payment Requisition
 AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT.

APPLICATION NUMBER: 21039-16

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PERIOD TO: 10/31/2022 - 11/25/2022
 ARCHITECTS' PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
31	Structural Steel - Material	\$ 144,450.00	\$144,450.00	\$0.00	\$0.00	\$144,450.00	100.00%	\$0.00	\$7,222.50
32	Structural Steel - Labor	\$ 71,989.00	\$71,989.00	\$0.00	\$0.00	\$71,989.00	100.00%	\$0.00	\$3,599.45
33	Ext. Mtl. Studding & Sheathing - Material	\$ 13,247.00	\$13,247.00	\$0.00	\$0.00	\$13,247.00	100.00%	\$0.00	\$662.35
34	Ext. Mtl. Studding & Sheathing - Labor	\$ 13,848.00	\$13,848.00	\$0.00	\$0.00	\$13,848.00	100.00%	\$0.00	\$692.40
35	Rough Carpentry - Material	\$ 4,787.00	\$4,787.00	\$0.00	\$0.00	\$4,787.00	100.00%	\$0.00	\$239.35
36	Rough Carpentry - Labor	\$ 2,366.00	\$2,366.00	\$0.00	\$0.00	\$2,366.00	100.00%	\$0.00	\$118.30
37	Framing and Drywall Systems - Material	\$ 55,287.00	\$55,287.00	\$0.00	\$0.00	\$55,287.00	100.00%	\$0.00	\$2,764.35
39	Framing and Drywall Systems - Labor	\$ 101,034.00	\$100,234.00	\$0.00	\$0.00	\$100,234.00	99.21%	\$800.00	\$5,011.70
40	Roofing, Flashing and Coping - Material	\$ 163,445.00	\$163,445.00	\$0.00	\$0.00	\$163,445.00	100.00%	\$0.00	\$8,172.25
41	Canopy, Flashing and Coping - Ventas	\$ 7,922.00	\$7,922.00	\$0.00	\$0.00	\$7,922.00	100.00%	\$0.00	\$396.10
42	Metal Siding and Trim - Material	\$ 3,360.00	\$3,360.00	\$0.00	\$0.00	\$3,360.00	100.00%	\$0.00	\$168.00
43	Metal Siding and Trim - Labor	\$ 2,549.00	\$2,549.00	\$0.00	\$0.00	\$2,549.00	100.00%	\$0.00	\$127.45
44	Ext Door Canopy - Material	\$ 8,025.00	\$8,025.00	\$0.00	\$0.00	\$8,025.00	100.00%	\$0.00	\$401.25
45	Ext Door Canopy - Labor	\$ 2,510.00	\$2,510.00	\$0.00	\$0.00	\$2,510.00	100.00%	\$0.00	\$125.50
46	HM Frames and Doors - Material	\$ 53,488.00	\$53,488.00	\$0.00	\$0.00	\$53,488.00	100.00%	\$0.00	\$2,674.40
47	HM Frames and Doors - Labor	\$ 7,593.00	\$5,593.00	\$0.00	\$0.00	\$5,593.00	73.66%	\$2,000.00	\$279.65
48	Door Hardware - Material	\$ 296.00	\$296.00	\$0.00	\$0.00	\$296.00	100.00%	\$0.00	\$14.80
49	Door Hardware - Labor	\$ 12,062.00	\$2,062.00	\$900.00	\$0.00	\$2,962.00	24.56%	\$9,100.00	\$148.10
50	Alum. Doors and Windows	\$ 99,000.00	\$89,100.00	\$9,900.00	\$0.00	\$99,000.00	100.00%	\$0.00	\$4,950.00
51	Casework, Tops and Window Sills - Material	\$ 58,443.00	\$58,443.00	\$0.00	\$0.00	\$58,443.00	100.00%	\$0.00	\$2,922.15
52	Casework, Tops and Window Sills - Labor	\$ 22,691.00	\$22,691.00	\$0.00	\$0.00	\$22,691.00	100.00%	\$0.00	\$1,134.55
53	Painting and Fire Caulking	\$ 28,762.00	\$22,762.00	\$0.00	\$0.00	\$22,762.00	79.14%	\$6,000.00	\$1,138.10
54	Acoustical Grid & Tile - Material	\$ 31,227.00	\$31,227.00	\$0.00	\$0.00	\$31,227.00	100.00%	\$0.00	\$1,561.35
55	Acoustical Grid & Tile - Labor	\$ 18,373.00	\$16,373.00	\$0.00	\$0.00	\$16,373.00	89.11%	\$2,000.00	\$818.65
56	Flooring Coverings	\$ 125,000.00	\$116,226.50	\$0.00	\$0.00	\$116,226.50	92.98%	\$8,773.50	\$5,811.33
57	Toilet Accessories and Partitions - Material	\$ 3,868.00	\$3,868.00	\$0.00	\$0.00	\$3,868.00	100.00%	\$0.00	\$193.40
58	Toilet Accessories and Partitions - Labor	\$ 4,123.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	65.49%	\$1,423.00	\$135.00
59	Classroom Furnishings - Material	\$ 67,515.00	\$67,515.00	\$0.00	\$0.00	\$67,515.00	100.00%	\$0.00	\$3,375.75
60	Classroom Furnishings - Labor	\$ 7,868.00	\$0.00	\$750.00	\$0.00	\$750.00	9.53%	\$7,118.00	\$37.50

Veritas Contracting Payment Requisition

APPLICATION NUMBER: 21039-16

AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO: 10/31/2022 - 11/25/2022

ARCHITECTS' PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
61	Door Signage and Fire Ext.	\$ 3,888.00	\$3,558.00	\$0.00	\$0.00	\$3,558.00	91.51%	\$330.00	\$177.90
62	Sprinkler System- Material	\$ 18,392.00	\$18,392.00	\$0.00	\$0.00	\$18,392.00	100.00%	\$0.00	\$919.60
63	Sprinkler System- Labor	\$ 17,308.00	\$17,308.00	\$0.00	\$0.00	\$17,308.00	100.00%	\$0.00	\$865.40
64	Electrical - Mobilization/Demo	\$ 12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100.00%	\$0.00	\$625.00
65	Electrical - Lighting Material	\$ 67,500.00	\$67,500.00	\$0.00	\$0.00	\$67,500.00	100.00%	\$0.00	\$3,375.00
66	Electrical - Lighting Labor	\$ 18,500.00	\$18,200.00	\$300.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
67	Electrical- Power Distribution Material	\$ 94,500.00	\$47,250.00	\$18,900.00	\$0.00	\$66,150.00	70.00%	\$28,350.00	\$3,307.50
68	Electrical- Power Distribution Labor	\$ 18,000.00	\$9,000.00	\$1,800.00	\$0.00	\$10,800.00	60.00%	\$7,200.00	\$540.00
69	Electrical- Wiring Devices Material	\$ 13,000.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100.00%	\$0.00	\$650.00
70	Electrical- Wiring Devices Labor	\$ 25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00
71	Electrical-HVAC Materials	\$ 12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
72	Electrical-HVAC Labor	\$ 12,000.00	\$11,500.00	\$0.00	\$0.00	\$11,500.00	95.83%	\$500.00	\$575.00
73	Electrical- Data Materials	\$ 29,500.00	\$26,955.00	\$2,545.00	\$0.00	\$29,500.00	100.00%	\$0.00	\$1,475.00
74	Electrical- Data Labor	\$ 5,000.00	\$4,500.00	\$500.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
75	Electrical- Security/Access Materials	\$ 23,000.00	\$20,700.00	\$2,300.00	\$0.00	\$23,000.00	100.00%	\$0.00	\$1,150.00
76	Electrical- Security/Access Labor	\$ 2,500.00	\$2,250.00	\$250.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
77	Electrical- Fire Alarm Materials	\$ 8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
78	Electrical- Fire Alarm Labor	\$ 2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
81	Plumbing- Mobilization	\$ 2,400.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00	100.00%	\$0.00	\$120.00
82	Plumbing- General Conditions	\$ 2,400.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00	100.00%	\$0.00	\$120.00
83	Plumbing- Exterior Sanitary UG	\$ 5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
84	Plumbing- Interior Sanitary UG	\$ 42,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	100.00%	\$0.00	\$2,100.00
85	Plumbing- Interior Wager AG	\$ 54,000.00	\$54,000.00	\$0.00	\$0.00	\$54,000.00	100.00%	\$0.00	\$2,700.00
86	Plumbing- Interior Sanitary AG	\$ 35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%	\$0.00	\$1,750.00
87	Plumbing- Gas Line	\$ 12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
88	Plumbing- Fixtures	\$ 30,000.00	\$29,003.00	\$0.00	\$0.00	\$29,003.00	96.68%	\$997.00	\$1,450.15
89	Plumbing- Rain Water	\$ 22,625.00	\$22,625.00	\$0.00	\$0.00	\$22,625.00	100.00%	\$0.00	\$1,131.25
90	HVAC-RTU-1 Roofcurb, Crane	\$ 168,900.00	\$168,900.00	\$0.00	\$0.00	\$168,900.00	100.00%	\$0.00	\$8,445.00

Veritas Contracting Payment Requisition

APPLICATION NUMBER: 21039-16

PERIOD TO: 10/31/2022 - 11/25/2022

ARCHITECTS' PROJECT NO:

AIA Document G.703 APPLICATION AND CERTIFICATE FOR PAYMENT.
 Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS (D+E)	E THIS PERIOD APPLICATIONS	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
91	HVAC-RTU-1 Rooftop, Crane-Labor	\$ 9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$450.00
92	HVAC-Electric VAV's, Electric Heater	\$ 58,300.00	\$58,300.00	\$0.00	\$0.00	\$58,300.00	100.00%	\$0.00	\$2,915.00
93	HVAC- Elect VAV's Electric Heater- Labor	\$ 5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
94	HVAC- Registers, Grills and Exhaust Fans	\$ 20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
95	HVAC- Reg. Grills, Exhaust Fans- Labor	\$ 6,850.00	\$6,850.00	\$0.00	\$0.00	\$6,850.00	100.00%	\$0.00	\$342.50
96	SFC-1 Mini Split	\$ 8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
97	SFC-1 Mini Split- Labor	\$ 2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
98	Duct Work, Insulation	\$ 45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$2,250.00
99	Duct Work, Insulation-Labor	\$ 39,000.00	\$39,000.00	\$0.00	\$0.00	\$39,000.00	100.00%	\$0.00	\$1,950.00
100	Certified Test and Balance	\$ 10,569.00	\$10,569.00	\$0.00	\$0.00	\$10,569.00	100.00%	\$0.00	\$528.45
101	Certified Test and Balance-Labor	\$ 1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
102	Progressive and Final Cleaning	\$ 11,650.00	\$9,550.00	\$0.00	\$0.00	\$9,550.00	81.97%	\$2,100.00	\$477.50
103	Change Order 1 - Contingency Allowance	\$ 50,000.00	\$42,862.94	\$3,582.52	\$0.00	\$46,445.46	92.89%	\$3,554.54	\$2,322.27
104	Change Order 2 - Temp Parking & Gas Line	\$ 42,034.00	\$42,034.00	\$0.00	\$0.00	\$42,034.00	100.00%	\$0.00	\$2,101.70
105	Change Order 3 - Canopy	\$ 99,955.00	\$98,955.00	\$409.00	\$0.00	\$99,364.00	99.41%	\$591.00	\$4,988.20
106	Change Order 4 - Addition Paving & Concrete	\$ 35,828.20	\$35,828.20	\$0.00	\$0.00	\$35,828.20	100.00%	\$0.00	\$1,791.41
107	Change Order 5 - HVAC Control Credit	\$ (42,989.04)	(\$42,989.04)	\$0.00	\$0.00	(\$42,989.04)	100.00%	\$0.00	(\$2,149.45)
108	Change Order 6 - Contract Time Increased	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
109	Change Order 7 - Water Line Addition	\$ 43,421.40	\$43,421.40	\$0.00	\$0.00	\$43,421.40	100.00%	\$0.00	\$2,171.07
110	Change Order 8 - Apron, Storm, Gas Line & Toilet Partit	\$ 8,502.40	\$8,502.40	\$0.00	\$0.00	\$8,502.40	100.00%	\$0.00	\$425.12
111	Change Order 9 - Design Change	\$ 133,373.67	\$133,373.67	\$0.00	\$0.00	\$133,373.67	100.00%	\$0.00	\$6,668.68
112	Change Order 10 - Fence, Over-X, Roof Drains	\$ 20,419.65	\$20,419.65	\$0.00	\$0.00	\$20,419.65	100.00%	\$0.00	\$1,020.98
113	Change Order 11 - Breakers in Existing Switchgear	\$ 7,267.95	\$7,267.95	\$0.00	\$0.00	\$7,267.95	100.00%	\$0.00	\$363.40
114	Change Order 12 - Multiple	\$ 13,003.43	\$13,003.43	\$0.00	\$0.00	\$13,003.43	100.00%	\$0.00	\$650.17
115	Change Order 13 - Metal Siding Panels	\$ 14,119.94	\$14,119.94	\$0.00	\$0.00	\$14,119.94	100.00%	\$0.00	\$706.00
116	Change Order 13 - Metal Siding Panels Deleted	\$ (14,119.94)	(\$14,119.94)	\$0.00	\$0.00	(\$14,119.94)	100.00%	\$0.00	(\$706.00)
117	Change Order 14 - Purchase of New Flagpole	\$ 4,603.97	\$4,603.97	\$0.00	\$0.00	\$4,603.97	100.00%	\$0.00	\$230.20
		\$ -	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
		\$ 3,992,108.63	\$ 3,852,787.07	\$53,188.52	\$0.00	\$3,905,975.59	97.84%	\$86,133.04	\$195,298.78

NOTE: THIS SCHEDULE OF VALUES IS SOLEY FOR THE PURPOSE OF CHECKING MONTHLY APPLICATIONS FOR PAYMENT

Concrete Price Escalations:

CONCRETE

Stone & Company:

4000# Concrete Quote	\$126 cu yd
Fuel Surcharge Quote	\$10 per load

Date	Cu yds	Invoice #	Bid total per invoice	Actual total per invoice	Difference
9/28/2022	7		\$945.52	\$1,272.00	\$326.48
10/5/2022	6.5	959096	\$878.74	\$1,173.95	\$295.21
10/6/2022	8	959097	\$1,079.08	\$1,436.30	\$357.22
			Total Increase		\$978.91

The Wells Group, LLC

Date	Cu yds	Invoice #	Bid total per invoice	Actual total per invoice	Difference
10/10/2022	4	202906	\$544.84	\$710.20	\$165.36
10/12/2022	7	203334	\$945.52	\$1,219.00	\$273.48
10/12/2022	3.5	203334	\$478.06	\$625.40	\$147.34
10/13/2022	4.5	203542	\$611.62	\$795.00	\$183.38
10/17/2022	4	203982	\$544.84	\$710.20	\$165.36
10/18/2022	6	204160	\$811.96	\$1,049.70	\$237.74
10/19/2022	3.75	204324	\$511.45	\$753.70	\$242.25
10/20/2022	10	204524	\$1,346.20	\$1,728.10	\$381.90
10/24/2022	5	204940	\$678.40	\$880.10	\$201.70
10/25/2022	5.5	205130	\$745.18	\$964.90	\$219.72
10/26/2022	5	205310	\$678.40	\$880.10	\$201.70
10/27/2022	4.5	205568	\$611.62	\$795.30	\$183.68
			Total Increase		\$2,603.61

Total Concrete Increase	\$3,582.52
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W. H. Stone & Company, Inc.

1718 Roseytown Road
Greensburg, PA 15601
Phone: 724-836-1400 x 143 Fax: 724-838-9455 Cell: 724-454-1399



2268

May 13, 2021

VERITAS CONTRACTING LLC
Project Name: EAST DALE ELEMENTARY SCHOOL
ATTN ESTIMATING

CONCRETE

W. H. Stone & Company, Inc. is pleased to quote your company prices for the above project. W. H. Stone & Company, Inc. offers prices for the following project materials.

Item Description	Price	Uom Desc
3000 PSI Concrete	\$120.00	cu yds
4000 PSI Concrete	\$126.00	cu yds
Saturday Delivery	\$8.00	Cu yds
Winter Maint/Hot Water Charge	\$5.00	cu yds
Super Plasticizer	\$7.00	Cu yds
Non Chloride Accelerator	\$5.50	Per %
Overtime Delivery	\$8.00	per cu yd
Fuel Surcharge	\$10.00	per load

~~NOTE, PRICES FIRM THRU 12/31/21 PLEASE ADD \$3.00 PER CU YDAS OF 1-22~~

* Unless otherwise stated. Concrete prices are based on a five cubic yard minimum. These prices are only good if Stone & Company is the dedicated supplier for this quoted job. Concrete orders less than a six cubic yard delivery will be subject to a delivery surcharge based on quantity. These prices will not be effective until this quotation is signed and received by us in which you or your firm accepts as a contract. Items not quoted above will be sold at our regular prices.

Prices are based off of a six (5) cubic yard minimum.
Winter heat charges will apply as applicable.

All applicable state, local, and use taxes apply. Our terms are net 30 days from invoice date. You or your firm shall pay a finance charge of 1.5% per month on past due balances. Deduction of finance charges is grounds for immediate credit suspension. Overdue accounts will cause a suspension of credit until the overdue amount is paid in full.

All quoted prices will be honored for 30 days.

Thank you for the opportunity to provide you with this proposal. Please call 724-836-1400 extension 143 if you have any questions regarding this proposal or if you require prices for materials not quoted above.

Sincerely,

Scott Destefino
W. H. Stone & Company, Inc.

Accepted as a contract: _____

Date: _____

Scott Willis

From: astone@stoneconcrete.com
Sent: Tuesday, September 13, 2022 11:19 AM
To: Scott Willis sproctor@veritaswv.com
Subject: FW: Updated Pricing Eastdale
Attachments: Veritas Updated Pricing.pdf

CONCRETE

From: astone@stoneconcrete.com <astone@stoneconcrete.com>
Sent: Tuesday, September 13, 2022 8:04 AM
To: 'sproctor@veritaswv.com' <sproctor@veritaswv.com>
Cc: 'Scott Destefino' <scott@stoneconcrete.com>
Subject: Updated Pricing Eastdale

Please see attached updated pricing for Eastdale please sign updated quote if you accept.

W. H. Stone & Company, Inc.

CONCRETE



1718 Roseytown Road
Greensburg, PA 15601
Central Dispatch: 724-836-1400 x 2 Fax: 724-838-9455
Date: 9-13-22
Project Name: Eastdale
Attention: Scott, Sam

W. H. Stone & Company, Inc. is pleased to quote your company prices for the above project. W. H. Stone & Company, Inc. offers prices for the following project materials.

Item Description	Price	Uom Desc
SLIPNORM CURB MIX	\$170.00	Per Yard
4000# Concrete	\$165.00	Per Yard
3580# Concrete	\$163.00	Per Yard
3000# Concrete	\$161.00	Per Yard
Fuel Surcharge	\$35.00	Per Load
Fiber Mesh	\$7.95	Per Yard
1b Limestone/Shot Gravel	\$10.00	Per Yard
Super Plasticizer	\$7.50	Per Yard
Retarder	\$5.00	Per % Per Yd
Non Chloride Accelerator	\$6.00	Per % Per Yd
Calcium Accelerator	\$4.50	Per % Per Yd
Calcium Accelerator #50 lbs. Bag	\$29.95	Per Bag
Winter Heat/Hot Water (If Necessary)	\$7.50	Per Yard
Chilled Water (If Necessary)	\$7.00	Per Yard
Saturday Delivery	\$10.00	Per Yard
Overtime/After 3P.M. Delivery	\$10.00	Per Yard
38 Meter Boom Pump	Upon Request	
Tag Along Trailer Pump	Upon Request	

*An Escalator up to \$10.00 Per Yard MAY apply to any project carrying into a new calendar year.

Unless otherwise stated. Concrete prices are based on a six (6) cubic yard minimum. These prices are only good if Stone & Company is the dedicated supplier for this quoted job. Concrete orders less than a six cubic yard delivery will be subject to a delivery surcharge based on quantity. These prices will not be effective until this quotation is signed and received by us in which you or your firm accepts as a contract. Items not quoted above will be sold at our regular prices.

Normal business hours are Mon – Fri 6am – 430pm, Sat 6am – 12pm, any deliveries and/or starting times outside these hours are subject to plant opening fees and overtime charges (after 3pm), these business hours are subject to change based on time of year/weather

Winter heat/chilled water charges will apply as applicable.

All applicable state, local, and use taxes apply. Our terms are net 30 days from invoice date. You or your firm shall pay a finance charge of 1.5% per month on past due balances. Deduction of finance charges is grounds for immediate credit suspension. Overdue accounts will cause a suspension of credit until the overdue amount is paid in full.

All prices will be honored for 15 days from the date quoted, prices are subject to be altered based on, but not limited to: job delays, length of job, supplier increases, supply shortages, etc. and will be reviewed on a monthly basis.

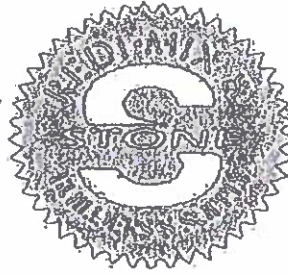
Thank you for the opportunity to provide you with this proposal. Please call 724-880-2098 if you have any questions regarding this proposal or if you require prices for materials not quoted above.

Sincerely,
Adam W. Stone
W. H. Stone & Company, Inc.

Accepted as a contract: _____ Date: _____

INVOICE *mail*

CONCRETE



return copy with payment to:
Stone & Company
 PO Box 776
 Connettsville, PA 15425-0776
 724-628-2200

PAGE 1

VERITAS CONTRACTING LLC
 246 BUSINESS PARK DRIVE
 FAIRMONT WV 26554

INVOICE DATE	INVOICE #	CREDIT MEMO
09/30/22	958683	
CUSTOMER #	PROJECT #	ORDER #
13978	1397800	59

DELIVERY ADDRESS			P.O. NUMBER			CUSTOMER JOB	
east dale fairmont							
DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION / SHIPPING TICKET #	UNIT PRICE	EXTENDED PRICE	
09/28/22	7.00	cy	SHEETZ	4000# Concrete 18020371	165.00	1155.00	
09/28/22	1.00	/1	FUELSUR	FUELSURCHARGE 18020371	45.00	45.00	

ACCOUNTING PERIOD				Veritas Contracting, LLC							
VENDOR #		INVOICE #		PURCHASE ORDER/SUB #				INVOICE DATE		PAY DATE	
5878		958683						9/30/22		10/21/22	
JOB #	DIV	CODE	GL	DEPT	TAX CODE	MATERIAL OR LABOR \$	+ FREIGHT	USE TAX	+SALES TAX	LESS RETAINAGE	PAYABLE
21039		2775	Mat								1272.00

DISCOUNT

ENTERED BY CW BATCH NO. 1159 PM 52 DM 7 ACCTG 44

TERMS	QUANTITIES	PAY THIS AMOUNT
Net 30 Days	7.00 cy	\$1,272.00

Please pay from this invoice. Finance charges will be added if not paid within 30 days of invoice Date. Credit may be terminated if past due 45 days or more.

**CONCRETE
INVOICE**



21-2268

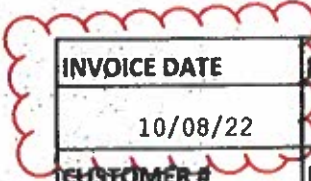
To ensure proper credit please
return copy with payment to:

Stone & Company
PO Box 776
Connellsville, PA 15425-0776
724-628-2200

OCT 31 2022
mail

PAGE 1

VERITAS CONTRACTING LLC
246 BUSINESS PARK DRIVE
FAIRMONT WV 26554



INVOICE DATE	INVOICE #	CREDIT MEMO
10/08/22	959096	
CUSTOMER #	PROJECT #	ORDER #
13978	13978001	157

DELIVERY ADDRESS				P.O. NUMBER		CUSTOMER JOB	
Eastdale							
DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION / SHIPPING TICKET #		UNIT PRICE	EXTENDED PRICE
10/05/22	6.50	cy	SHEETZ	4000# Concrete 18020410		165.00	1072.50
10/05/22	1.00	/l	FUELSUR	FUELSURCHARGE 18020410		35.00	35.00
						TOTAL PRE-TAX	1107.50
						TOTAL SALES TAX	66.45
TERMS				QUANTITIES		PAY THIS AMOUNT	
Net 30 Days				6.50 cy		\$1,173.95	

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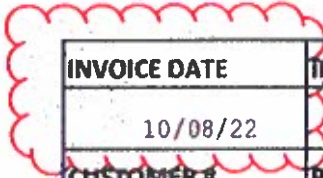
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INVOICE DATE	INVOICE #	CREDIT MEMO
10/08/22	959097	
CUSTOMER #	PROJECT #	ORDER #
13978	13978001	113

DELIVERY ADDRESS				P.O. NUMBER		CUSTOMER JOB	
eastdale							
DATE	QUANTITY	UOM	PRODUCT	DESCRIPTION / SHIPPING TICKET #		UNIT PRICE	EXTENDED PRICE
10/06/22	8.00	cy	SHEETZ	4000# Concrete 18020426		165.00	1320.00
10/06/22	1.00	/1	FUELSUR	FUELSURCHARGE 18020426		35.00	35.00
						TOTAL PRE-TAX	1355.00
						TOTAL SALES TAX	81.30
TERMS				QUANTITIES		PAY THIS AMOUNT	
Net 30 Days				8.00 cy		\$1,436.30	

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21-2268

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 FAIRMONT, WV 26554

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SHIP TO:

000015 - EAST DALE ELEMENTARY SCHOOL
 200648 - EAST DALE ELEM SCHOOL
 FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	202906	10/10/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
-------------	----------	----	-------	--------

PO#: EASTDALE

Ticket Number 136-429680	10/10/2022			
4000PSI AIR	4.00	CY	160.00	640.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	4.00			
JOB TAX				40.20
JOB TOTAL				710.20

TAXABLE AMOUNT	670.00
EXEMPT AMOUNT	0.00
SALES TAX	40.20
INVOICE TOTAL	710.20



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200674 - EAST DALE ELEMENTARY SCHOOL
FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	203334	10/12/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
PO#: SCOTT WILLIS				
Ticket Number 136-430530	10/12/2022			
4000PSI AIR	7.00	CY	160.00	1120.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
Ticket Number 136-430727	10/12/2022			
4000PSI AIR	3.50	CY	160.00	560.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	10.50			
JOB TAX				104.40
JOB TOTAL				1844.40

TAXABLE AMOUNT	1,740.00
EXEMPT AMOUNT	0.00
SALES TAX	104.40
INVOICE TOTAL	1,844.40



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000015 - EAST DALE ELEMENTARY SCHOOL
200675 - EAST DALE ELEMENTARY SCHOOL
FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	203542	10/13/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-431061	10/13/2022			
4000PSI AIR	4.50	CY	160.00	720.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	4.50			
JOB TAX				45.00
JOB TOTAL				795.00

TAXABLE AMOUNT	750.00
EXEMPT AMOUNT	0.00
SALES TAX	45.00
INVOICE TOTAL	795.00



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200676 - EAST DALE ELEMENTARY SCHOOL
FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	203982	10/17/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-431607	10/17/2022			
4000PSI AIR	4.00	CY	160.00	640.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	4.00			
JOB TAX				40.20
JOB TOTAL				710.20

TAXABLE AMOUNT	670.00
EXEMPT AMOUNT	0.00
SALES TAX	40.20
INVOICE TOTAL	710.20



611 West Main Street
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000015 - EAST DALE ELEMENTARY SCHOOL
 201639 - EAST DALE ELEMENTARY SCHOOL
 FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	204160	10/18/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-432017	10/18/2022			
4000PSI AIR	6.00	CY	160.00	960.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	6.00			
JOB TAX				59.70
JOB TOTAL				1049.70

TAXABLE AMOUNT	990.00
EXEMPT AMOUNT	0.00
SALES TAX	59.70
INVOICE TOTAL	1,049.70



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 201640 - EAST DALE ELEMENTARY SCHOOL
 FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	204324	10/19/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-432504	10/19/2022			
4000PSI AIR	3.75	CY	160.00	600.00
SMALL LOAD FEE	1.00	LD	80.00	80.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	3.75			
JOB TAX				43.70
JOB TOTAL				753.70

TAXABLE AMOUNT	710.00
EXEMPT AMOUNT	0.00
SALES TAX	43.70
INVOICE TOTAL	753.70



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201641 - EAST DALE ELEMENTARY SCHOOL
FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	204524	10/20/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-432763	10/20/2022			
4000PSI AIR	10.00	CY	160.00	1600.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	10.00			
JOB TAX				98.10
JOB TOTAL				1728.10

TAXABLE AMOUNT	1,630.00
EXEMPT AMOUNT	0.00
SALES TAX	98.10
INVOICE TOTAL	1,728.10



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 201643 - EAST DALE ELEMENTARY SCHOOL
 FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	204940	10/24/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-433699	10/24/2022			
4000PSI AIR	5.00	CY	160.00	800.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00

TOTAL YARDS: 5.00

JOB TAX 50.10
 JOB TOTAL 880.10

TAXABLE AMOUNT 830.00
 EXEMPT AMOUNT 0.00
 SALES TAX 50.10
 INVOICE TOTAL 880.10



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000015 - EAST DALE ELEMENTARY SCHOOL
 202555 - EAST DALE ELEMENTARY SCHOOL
 FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	205130	10/25/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-434083	10/25/2022			
4000PSI AIR	5.50	CY	160.00	880.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00

TOTAL YARDS: 5.50

JOB TAX 54.90
 JOB TOTAL 964.90

TAXABLE AMOUNT 910.00
 EXEMPT AMOUNT 0.00
 SALES TAX 54.90
 INVOICE TOTAL 964.90



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202556 - EAST DALE ELEMENTARY SCHOOL
FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	205310	10/26/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
PO#: SCOTT WILLIS				
Ticket Number 136-434600	10/26/2022			
4000PSI AIR	5.00	CY	160.00	800.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	5.00			
JOB TAX				50.10
JOB TOTAL				880.10

TAXABLE AMOUNT	830.00
EXEMPT AMOUNT	0.00
SALES TAX	50.10
INVOICE TOTAL	880.10



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 FAIRMONT, WV

CUSTOMER	INVOICE	DATE	TERMS
VERI01	205568	10/27/2022	NET 30

DESCRIPTION	QUANTITY	UM	PRICE	AMOUNT
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PO#: SCOTT WILLIS

Ticket Number 136-434910	10/27/2022			
4000PSI AIR	4.50	CY	160.00	720.00
ENV AND FUEL SURCHARGE	1.00	LD	30.00	30.00
TOTAL YARDS:	4.50			
JOB TAX				45.30
JOB TOTAL				795.30

TAXABLE AMOUNT	750.00
EXEMPT AMOUNT	0.00
SALES TAX	45.30
INVOICE TOTAL	795.30

STATEMENT OF NON-PERFORMANCE

Payroll Number: 64

Date: 11/7/2022

Contractor: Veritas Contracting, LLC

**I do hereby state that no persons were employed on the construction of
21039 - East Dale Elementary
during the payroll period commencing on the day of 10/30/2022
ending on the day of 11/5/2022**



(Signature of the Authorized Person)

Jesse L. Ayers II, Accountant
(Name)

**This statement is not required to be submitted until after the submission of the
initial payroll period.**

STATEMENT OF NON-PERFORMANCE

Payroll Number: 66

Date: 11/21/2022

Contractor: Veritas Contracting, LLC

**I do hereby state that no persons were employed on the construction of
21039 - East Dale Elementary
during the payroll period commencing on the day of 11/13/2022
ending on the day of 11/19/2022**



(Signature of the Authorized Person)

Jesse L. Ayers II, Accountant
(Name)

**This statement is not required to be submitted until after the submission of the
initial payroll period.**

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR Ventas Contracting LLC		ADDRESS 246 Business Park Drive Fairmont WV 26554		PROJECT OR CONTRACT NO													
PAYROLL NO 67		FOR WEEK ENDING 11/26/2022 12:00:00 AM		PROJECT AND LOCATION East Dale Elementary 57 East Dale Rd Fairmont WV 26554													
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF W/HS EXEMP TIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(7) GROSS AMOUNT EARNED PROJECT / PERIOD	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK			
			HOURS WORKED EACH DAY								FICA	FEDERAL WITH- HOLDING TAX	STATE WITH- HOLDING TAX		MEDICARE	OTHER	TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat								
Mr Nathanael Z Blosser 183 Estate Drive Morgantown WV 26508 XXX-XX-8493	0	O Skillabo	20	21	22	23	24	25	26	200.00	45.09	73.27	28.40	10.54	63.65	220.95	539.05
Mr Michael H Donnellan Jr PO Box 1016 Jane Lew WV 26378 XXX-XX-6218	4	O Skillabo		10.00	10.00	8.00				588.00	39.06	4.92	17.12	9.14	2.00	72.24	557.76
Mr Robert C Sawitfield 322 Ices Run Road Fairmont WV 26554 XXX-XX-6776	0	O Skillabo		10.00	10.00	8.00				588.00	47.44	77.83	30.11	11.10	32.80	199.28	598.72
Mr Michael T Werts 1105 Morgantown Rd Point Marion PA 15474 XXX-XX-1383	1	O Skillabo		10.00	10.00	2.00				607.55	30.72	34.27	14.89	7.18	43.12	130.18	397.82
Totals for Project East Dale Elementary				40.00	30.00	18.00				1,983.55	162.31	190.29	90.52	37.96	141.57	622.65	2,093.35

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. § 3.3. 5.5(a) The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each employee during the preceding week. U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(b)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 55502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

21-2268

Date 11/26/2022

I, Jesse L. Ayers II (Name of Signatory Party) Accountant (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Veritas Contracting, LLC (Contractor or Subcontractor) on the

East Dale Elementary (Building or Work); that during the payroll period commencing on

11/20/2022 and ending 11/26/2022 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Veritas Contracting, LLC (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS


— In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE Jesse L. Ayers II Accountant	SIGNATURE 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Attachment: Detail for "Other" Deductions

NAME OF CONTRACTOR OR SUBCONTRACTOR		ADDRESS	PROJECT OR CONTRACT NO	
Veritas Contracting LLC		246 Business Park Drive Fairmont WV 26554		
PAYROLL NO	FOR WEEK ENDING	PROJECT AND LOCATION		
67	11/26/2022 12 00 00 AM	East Dale Elementary 57 East Dale Rd Fairmont WV 26554		
NAME OF WORKER	IDENTIFYING NUMBER	DEDUCTION	AMOUNT	
Mr Michael T Watts	XXX-XX-1383	401K Retirement Plan	10.58	
		VRTSHLTH PLN A E&CHILD	32.56	
		TOTAL	43.12	
Mr Robert C Sawitski	XXX-XX-6776	VRTSDENTAL SINGLE	7.79	
		VRTSHLTH PLN A SINGLE	22.99	
		VRTSMISION SINGLE	2.02	
		TOTAL	32.80	
Mr Nathanael Z Blosser	XXX-XX-8493	Child Support - WV	28.85	
		VRTSDENTAL SINGLE	7.79	
		LIT - FAIRMONT LOCAL	2.00	
		VRTSHLTH PLN A SINGLE	22.99	
		VRTSMISION SINGLE	2.02	
		TOTAL	63.65	
Mr Michael H Donnellan Jr	XXX-XX-6218	LIT - FAIRMONT LOCAL	2.00	
		TOTAL	2.00	

21-2268

U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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NAME OF CONTRACTOR Veritas Contracting LLC	OR SUBCONTRACTOR	ADDRESS 246 Business Park Drive Fairmont WV 26554	OMB No. Expires
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g. LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WH EMPLOYEES	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS OF PAY	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED PROJECT / PERIOD	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	FEDERAL WITH-HOLDING TAX	STATE WITH-HOLDING TAX	MEDICARE		OTHER	TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Mr Nathanael Z Blosser 183 E state Drive Morgantown WV 26508 XXX-XX-8493	0	1000 Skilled		10.00	10.00	10.00	8.00		38.00	20.00	760.00	45.09	73.27	28.40	10.54	63.65	220.95	539.05	
Mr David A Dick PO Box 1015 Elfers WV 26741 XXX-XX-5582	0	1000 Skilled		10.00	10.00	10.00	8.00		38.00	28.93	1,099.17	58.18	68.77	37.47	13.61	99.04	277.07	710.93	
Mr Robert C Sawitski 322 Ices Run Road Fairmont WV 26554 XXX-XX-6776	0	1000 Skilled		10.00	10.00	10.00	8.00		38.00	21.00	798.00	47.44	77.83	30.11	11.10	32.80	199.28	598.72	
Mr Kenneth R Syrems 477 Darnell Rd Weston WV 26452 XXX-XX-7181	0	1000 Skilled		10.00	10.00	10.00	8.00		38.00	34.58	1,314.07	66.74	87.17	46.67	15.61	97.73	313.92	826.08	
Mr Michael T Watts 1105 Morgantown Rd Point Marion PA 15474 XXX-XX-1383	1	1000 Skilled			8.00	8.00	6.50		30.50	26.30	802.00	54.53	79.43	26.44	12.75	50.80	223.95	688.05	
Totals for Project East Dale Elementary				40.00	48.00	48.00	40.00	6.50	182.50		4,773.24	271.98	386.47	169.09	63.61	344.02	1,235.17	3,362.83	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a), The Copeland Act (40 U.S.C. § 3145), contractors and subcontractors performing work on Federally financed or assisted construction contracts to "turnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Date 10/29/2022

I, Jesse L. Ayers II (Name of Signatory Party) Accountant (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Veritas Contracting, LLC (Contractor or Subcontractor) on the

East Dale Elementary (Building or Work); that during the payroll period commencing on

10/23/2022 and ending 10/29/2022 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Veritas Contracting, LLC (Contractor or Subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.


(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
Jesse L. Ayers II Accountant	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Attachment: Detail for "Other" Deductions

21-2268

NAME OF CONTRACTOR OR SUBCONTRACTOR		ADDRESS		PROJECT OR CONTRACT NO		
Venus Contracting, LLC		246 Business Park Drive Fairmont WV 26554				
PAYROLL NO	FOR WEEK ENDING	PROJECT AND LOCATION		DEDUCTION	AMOUNT	
63	10/29/2022 12:00:00 AM	57 East Dale Rd Fairmont WV 26554				
NAME OF WORKER	IDENTIFYING NUMBER					
Mr David A Dick	XXX-XX-5582	401K Retirement Plan				49.40
		VRTSHLTH PLN A E&SPSE				45.99
		VRTSVISION EMP&SPOUSE				3.65
		TOTAL				99.04
Mr Michael T Watts	XXX-XX-1383	401K Retirement Plan				18.24
		VRTSHLTH PLN A E&CHILD				32.56
		TOTAL				50.80
Mr Kenneth R Syreus	XXX-XX-7181	401K Retirement Plan				34.20
		VRTSDENTAL EMP&SPOUSE				13.89
		VRTSHLTH PLN A E&SPSE				45.99
		VRTSVISION EMP&SPOUSE				3.65
		TOTAL				97.73
Mr Robert C Sawitski	XXX-XX-6776	VRTSDENTAL SINGLE				7.79
		VRTSHLTH PLN A SINGLE				22.99
		VRTSVISION SINGLE				2.02
		TOTAL				32.80
Mr Nathanael Z Blosser	XXX-XX-8493	Child Support - WV				28.85
		VRTSDENTAL SINGLE				7.79
		LIT - FAIRMONT LOCAL				2.00
		VRTSHLTH PLN A SINGLE				22.99
		VRTSVISION SINGLE				2.02
		TOTAL				63.65

School Health Center Agreement

This agreement made and entered into, the 21st day of December 2022, by and between the Board of Education of the County of Marion ("Board"), party of the first part, and Monongahela Valley Association of Health Centers. Inc. ("Provider"), party of the second part.

WHEREAS, the Board of Education of the County desires to improve the health of its students in Marion County by developing a comprehensive school health services program which includes the provision of preventative and primary health care; enhancing those school nursing services as defined by West Virginia Code 18-2-5 and the West Virginia Board of Education Policy 2422.7: School Nurses and Specialized Health Procedures together with Basic and Specialized Health Care Procedures Manual for West Virginia Public Schools (Title 126, Series 25A); and enhancing the established health education curriculum; and

WHEREAS, Provider desires to meet the needs of the Marion County Board of Education by providing such services at the East Fairmont High School Wellness Center and North Marion High School Campus Wellness Center, as would improve the health and wellness of students of the Marion County School System;

WITNESSETH: That in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

1. The Provider will lease from the Board areas, know as "health centers", in East Fairmont High School and North Marion High School, for \$1.00 per year. The space in each school will include one exam room, a reception/waiting area, lab area, and private office space for patient education and counseling.
2. The Provider will equip the health centers at its cost.
3. The Board shall provide all utilities, including inter alia, water, sewer, phone service, heat, and electricity, and maintenance and general janitorial services to the health centers.
4. The Provider shall be responsible for additional cleaning required by federal regulations for health clinics and for the disposal of hazardous and/or biological waste generated at such facilities during the term of this agreement.
5. The term of this agreement shall be for a period of one year. The agreement shall be automatically renewed for like one-year periods, unless cancelled by the Board of Provider, as herein provided.
6. This agreement may be cancelled by either party by ninety days' written notice to the other party. Should the Board cancel this agreement for cause, the Provider may request and shall be given ninety days to rectify said cause. Said request shall be made in writing by the Provider within five working days from the Provider's receipt of the written notice of cancellation from the Board.

2038-15

7. School nursing services, as defined in West Virginia Code 18-2-5, 18-5-22 and State Board of Education Policy 2422.7, 126 CSR 25A, may be provided at the health centers to students at the schools without the written permission of students' parents or legal guardians.
8. No acute and/or chronic care medical services shall be provided to a student by the Provider, without the written or verbal permission of his or her parent or legal guardian. However, in a life or health-threatening emergency, employees of the Provider may provide life support services without written or oral parent or guardian consent.
9. The Board shall, from time to time, approve and confirm a written schedule of the types of medical, health education and counseling services that may be provided at the health centers by the Provider. However, the Board may not compel the Provider to provide services which in the professional opinion of the Provider's staff are outside of or exceed their scope of practice. Neither may the Provider provide family planning services or abortion counseling.
10. Students receiving acute and/or chronic care medical services shall be charged the usual and customary fee for said services by the Provider. Provided, however, no student shall be denied acute and/or chronic care medical services due to the inability to pay. A sliding fee schedule shall be implemented by the Provider based on the ability of a student and/or his or her family to pay. There shall be no charge for students referred to their private physician when such student has been seen by the Provider staff, where no treatment has been provided. There shall be no charge for those services which would normally fall within the scope of school nursing practice. The Provider shall have sole discretion in determining whether or not services provided at the health centers constitute school nursing services or medical services. It is expressly understood by and between all parties that the Board shall not be liable for any charges for services rendered to students, by the Provider.
11. The Provider shall maintain malpractice and personal injury insurance covering the health center premises and activities of the Provider staff at the centers. The Board shall maintain fire, property damage, and other insurance as appropriate to cover the health premises as part of each of the Schools.
12. Medical services shall be provided by licensed health professionals including fully licensed physicians, non-physician health care providers, and nurses.
13. The Provider shall have responsibility for supervising and evaluating the professionals employed at the centers.

14. All health centers medical records are the property of the Provider and shall be confidential and maintained in accordance with accepted professional standards. Proper written authorization for the release of such records shall be required by the Provider before such records are disclosed to any entity, including the Board and school nurse.
15. The school nurses shall be the liaison between health centers' staffs and schools' administrations for management of day to day operations of the centers and shall have use of the centers to provide school nursing services. The school nurses and the centers' staffs will develop protocols, procedures, and policies to define their respective roles and responsibilities with regard to the services provided to students.

WITNESS our hands and seals as of this day and year first above written.

BOARD OF EDUCATION OF THE COUNTY OF MARION

BY:

Donna Hage, Superintendent

MONONGAHELA VALLEY ASSOCIATION OF HEALTH CENTERS, INC.

BY:



Nancy L. Vondergrift, President

EMERSON COLLEGE
CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (including all exhibits, attachments and appendices, the "Agreement"), effective as of December 19, 2022 (the "Effective Date"), is by and between Emerson College, a Massachusetts non-profit educational corporation and its agents, employees, affiliates, invitees, or representatives (collectively, "Emerson") and MARION COUNTY BOARD OF EDUCATION, a West Virginia Organization, and its agents, employees, affiliates, invitees, or representatives (collectively, the "Affiliate"). Emerson and Affiliate referred herein individually as a "Party"; collectively, as the "Parties".

RECITALS

WHEREAS, Emerson desires to engage Affiliate for the purpose of providing supervised, practical learning experiences in connection with a clinical program (the "Program") to students of Emerson (each a "Student" and collectively, the "Students"); and

WHEREAS, Affiliate is willing to participate in the Program in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Purpose.** Emerson hereby engages Affiliate, and Affiliate hereby accepts such engagement, to participate in the Program pursuant to the terms and conditions set forth herein. The objective of the Agreement is to help the Students learn about, and engage and exhibit as appropriate, the following:
 - 1.1 Role and responsibilities of the Student within the practice setting.
 - 1.2 Assessments (both formal and informal, direct and dynamic) specific to the populations in that practice setting.
 - 1.3 Treatment approaches/techniques that are evidence-based and appropriate for the populations in that practice setting.
 - 1.4 Patient/client/family centered education and counseling appropriate to and within that practice setting.
 - 1.5 Related disciplines within the practice setting and working collaboratively with patients/families and other team members to ensure an optimal outcome for the client.
 - 1.6 Clinical problem-solving across age span, disorder, and setting.

- 1.7 Professional and clinical oral and written communication skills appropriate to that practice setting.
- 1.8 Cultural competency when working with patients/clients/families in all practice settings.
- 1.9 Adherence to ASHA's Code of Ethics and appropriate ethical behavior.

2. Responsibilities of Emerson.

- 2.1 Program. Emerson shall be responsible for all academic and accreditation aspects of the Program. Emerson shall maintain custody and control of all educational records and reports relating to Students' clinical learning experience in the Program. Emerson may withdraw any Student from the Program and/or assignment with Affiliate in Emerson's sole discretion.
- 2.2 Policies, Rules & Regulations of Affiliate. Emerson shall instruct Students participating in the Program (and faculty members, if applicable) to abide by the applicable lawful policies, rules and regulations of Affiliate made known to them during the Program.
- 2.3 Insurance. Emerson shall ensure that it maintains professional liability insurance in the amount of two million dollars (\$2M USD) per occurrence and four million dollars (\$4M USD) in the aggregate.
- 2.4 Vaccinations. If requested by Affiliate, Emerson shall advise Students of their obligation to provide at their own expense, evidence of vaccinations, as applicable.
- 2.5 Background Checks. If reasonably requested by Affiliate, Emerson shall ensure that a background investigation of Students is conducted prior to their assignment to Affiliate.
- 2.6 Health Insurance. If requested by Affiliate, Emerson shall ensure that each Student participating in the Program is covered by health insurance.

3. Responsibilities of Affiliate.

- 3.1 Program Opportunities and Activities. Affiliate shall appoint an individual to supervise each Student (the "Student Supervisor"). Affiliate shall provide to Students opportunities for suitable clinical learning experiences and supervision consistent with the Program's curriculum and objectives, and shall complete such records and reports necessary for the conduct and evaluation of Student's participation in the Program. Upon request by the Student, Affiliate shall provide the Student with documentation or other information as required for the Student's submission to applicable licensing bodies or agencies.

- 3.2 **Emergency Care.** Affiliate shall provide emergency medical care to Students at Student's expense in case of accident or illness and shall promptly notify Emerson of such medical care.
- 3.3 **Withdrawal.** Affiliate reserves the right to withdraw any Student or, if applicable, a faculty member of Emerson, from the Program with Affiliate if (i) the achievement, progress, adjustment, or health of such person does not warrant continuation in the Program; or (ii) the behavior of such person fails to conform to the applicable policies, rules or regulations of Affiliate. Except in unusual circumstances, Affiliate shall make reasonable efforts to consult with Emerson before withdrawing any Student.
- 3.4 **Insurance.** Affiliate shall ensure that it maintains (i) comprehensive commercial general liability insurance for personal or bodily injury and property damages and professional liability insurance in amounts, in each case, of not less than one million dollars (\$1M USD) per occurrence and three million dollars (\$3M USD) in the aggregate; or (ii) a program of self-insurance reasonably satisfactory to Emerson, in both cases covering the employees, officers, directors, agents and representatives of Affiliate. Evidence of such insurance or self-insurance reasonably satisfactory to Emerson shall be provided to Emerson upon request. Such insurance shall not be canceled without thirty (30) days' prior written notice to Emerson.
- 3.5 **Indemnification.** Affiliate agrees to defend, indemnify and hold harmless Emerson, its corporations, trustees, officers, employees, faculty, students, representatives and agents (collectively, the "Indemnitees") from and against any and all claims, demands, suits, settlements, damages, losses, obligations, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses") of any kind or nature paid or incurred by, imposed on, or asserted against the Indemnitees relating to, arising out of, directly or indirectly, or in connection with Affiliate's acts or omissions related in any way to this this Agreement or the Program.
4. **Term and Termination.**
- 3.1 The term of this Agreement ("Term") shall be one (1) year commencing on the Effective Date.
- 3.2 This Agreement may be terminated at any time with or without cause by either Party upon sixty (60) days' written notice; *provided, however*, that such notice shall not impair the activities of the Students then at the Affiliate and participating in the Program.
- 3.3 In the event of a material breach of this Agreement by either Party, the other Party may terminate this Agreement immediately upon written notice.

- 34 Notwithstanding the on-going nature of this Agreement, Emerson is not obligated to place a Student with Affiliate, and Affiliate is not obligated to accept a placement of a Student. Both placement and acceptance are at the complete discretion of the respective Party. Each student placement will be memorialized by a Student-Supervisor Agreement signed by both the Student and the Affiliate's Student Supervisor.
5. **Education Records.** If Affiliate obtains student "education records" as defined by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C § 1232g), Affiliate acknowledges that Affiliate is receiving such education records as an agent of Emerson and agrees to comply with FERPA with respect to such records. This section shall survive any cancellation or termination of this Agreement.
 6. **Confidentiality.** The Parties agree to keep all non-public information shared between them, including but not limited to personal information about Students (including background checks, if any) and FERPA "education records," strictly confidential. This section shall survive any cancellation or termination of this Agreement.
 7. **Status of the Parties.** Each Party hereto shall be considered an independent contractor and this Agreement shall not create a relationship of a joint venture, employer and employee, principal and agent and the like. In no case shall Students in the Program replace or be deemed to be employees of Affiliate. All Students participating in the Program shall be, at all times, unpaid externs of Affiliate without expectation of or entitlement to compensation or employment benefits from Affiliate, including, without limitation, workman's compensation insurance benefits.
 8. **No Discrimination.** In connection with the Program, neither Party shall discriminate against any person on the basis of gender or sex (including pregnancy), gender identity or expression, race, color, religion or religious creed, sexual orientation, national origin, ancestry, disability or handicap, age, genetics, marital status, veteran status and any other category protected by federal or state law, including but not limited to Title IX of the Education Amendments Act of 1972.
 9. **Compliance with Policies.** Affiliate understands that the Students in the Program are subject to and protected by Emerson policies. Affiliate agrees to review, abide by, and cooperate with actions taken pursuant to Emerson's Sexual Misconduct Policy available at <https://www.emerson.edu/social-justice-center/title-ix/sexual-misconduct-policy>.
 10. **Use of Name: Media Contact.** Affiliate may not use the name of "Emerson" or any Emerson logo or mark without Emerson's prior written approval. Affiliate may not disclose the terms of this Agreement without Emerson's prior written approval. Affiliate shall not communicate with members of the media or otherwise make any public announcement regarding the Program, or the terms or existence of this Agreement, without Emerson's prior written consent.

11. **Notices.** Any notices permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other persons and address as either Party may designate in writing:

If to the Affiliate: MARION COUNTY BOARD OF EDUCATION
 1516 Mary Lou Retton Dr.
 Fairmont, WV 26554

If to Emerson: Emerson College
 120 Boylston Street
 Boston, MA 02116
 Attn: Laura Glufling-Tham

With a copy to: Emerson College
 120 Boylston Street
 Boston, MA 02116
 Attn: Office of the General Counsel

12. **Assignment.** The Parties bind themselves and their successors, assigns, and legal representatives to the other Party to the Agreement and to the successors and assigns of such other Party with respect to all covenants of the Agreement. Affiliate shall not assign or transfer any rights or obligations of Affiliate under this Agreement without the prior written consent of Emerson.
13. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The Parties agree that disputes pertaining to this Agreement must be brought in state and federal courts in the Commonwealth of Massachusetts and will not contest venue or jurisdiction in those courts.
14. **Entire Agreement; Amendment; Waiver.** This Agreement and the exhibits attached hereto in this Agreement set forth the entire understanding between the Parties hereto regarding the subject matter hereof and may not be amended except by an instrument in writing signed by both Parties. Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence.

<signature page to follow>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

EMERSON COLLEGE

MARION COUNTY BOARD OF EDUCATION

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

This agreement dated the 7th day of November, 2022, by and between the Marion County Board of Education (hereafter known as MCBOE) and the PK Soccer Academy (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as East Fairmont High School gym

NOW, THEREFORE, in consideration of the mutual promises and covenant herein provide that the MCBOE and the Organization agree that:

- I. Organization Name PK Soccer Academy
- II. Contact Name Parker Kwafo
- III. Address 225 Queensbury Ct. Fairmont WV 26554
- IV. Phone Number 304-365-9464
- V. The MCBOE covenants and agrees that it shall, from December, 2022 through February, 2023, make available to the PK Soccer Academy the East Fairmont High School gym for the purpose of Soccer practice. The activities herein described pertain to the Organization's group exclusively. The MCBOE reserves the right to eliminate any of the above days that there is no school and/or special programs occurring in said facility. The MCBOE will provide a schedule to the Organization with those dates the facility will not be available.
- VI. Is the planned activity a non-profit making venture? yes

Criteria: 490P Attorney Gen 114 (1961) Board not authorized to rent or lease school property to profit-making organizations.

July 22, 1985 St. Superintendent interpretation states in part that question. Is it permissible for private organizations or individuals to utilize public school facilities for non-profit making ventures. The answer to your question appears to be yes, it is permissible...unless such ventures would not have a community purpose.

888-18

VII. Organization agrees to assure that said Organization is a Not-For-Profit entity.

FEIN Number 83-2824319 (Include a copy of your W-9 Request for Taxpayer Identification Number & Certificate)

VIII. Organization covenants and agrees that the scheduling of its events utilizing the _____ as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX. Organization agrees to a facility use fee of \$ _____ per _____ in addition to a \$ _____ custodial fee per _____
(Additional fees may apply depending on facility) \$ _____ for _____

X. Organization covenants and agrees they shall provide a minimum of \$1,000,000 liability and accident insurance for all events during the term of this agreement.

*****This section must be completed***** Liability Insurance
Information: (minimum of \$1,000,000 liability required by MCBOE)

Insurance Company: Player's Health Coverage USA Inc

Policy Number SI8GLO1874-221

*****Attach a copy of the policy to the application*****

XI. Organization covenants and agrees that it shall save MCBOE harmless from and indemnify it against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to rise from or in connection with the following:

- A. Any injury, or the death of, any person or persons or loss or damage to property on or about the premises or any adjoining property arising from or connected with the premises during the term of this agreement.
- B. Performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by or at the request of the Organization. Organization shall resist and defend any action, suit or proceeding brought against the MCBOE by reason of the occurrence of any of the aforementioned by the MCBOE.

XII. Organization covenants and agrees that it shall be responsible for the condition of the facility after usage and agrees to be responsible for any damages or expenses resulting from Organization's use of the facility.

XIII. Organization covenants and agrees that it shall comply with all laws, orders, and regulations of Federal, State, or municipal authorities including but not limited to all safety regulations and health department rules and regulations.

XIV. MCBOE shall inspect EFHS gym after Organization's usage to ensure that no damages occurred as a direct result of Organization's usage.

XV. Organization will receive one key to be used by signer and assigns only, with no duplicates to be made or used by others. If the key is used by others or during non-scheduled times by others, this contract will be immediately terminated.

XVI. The terms of this Agreement and all privileges, rights, obligations, duties and liabilities hereunder shall remain in force and effect from December 2022, until the 28th day of February 2023; however, either party upon thirty (30) days written notice to the other may, with impunity, terminate this agreement immediately for any reason whatsoever. This agreement constitutes the entire agreement existing between the parties. There are no other agreements, oral or otherwise, which modifies or affects this agreement. The AGREEMENT and all terms and provisions herein shall extend to and be binding on their successors and assigns.

Jessica M. Verlosky
Representative of Organization

11-6-22
Date

[Signature]
Principal or Designee

11-14-22
Date

[Signature]
Administrative Assistant of Maintenance, Facilities and Athletics

11-16-22
Date

Superintendent

Date

Board President

Date

- 8/26/08
- 2/23/15
- 8/12/21
- 11/30/21
- 3/3/22
- 07/28/22



CERTIFICATE OF LIABILITY INSURANCE

21-2271

DATE (MM/DD/YYYY)

11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401	CONTACT NAME: PHONE (Inc. Ex. Ext): 612-345-9683 FAX (Inc. Ext): E-MAIL ADDRESS: certificates@playershealth.com
	INSURER(S) AFFORDING COVERAGE
INSURED West Virginia Soccer Association PO Box 3360 Beckley WV 25801	INSURER A: Everest National Insurance Company NAIC # 10120
	INSURER B: Great American Insurance Company 16691
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 25950** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PER EVENT		Y	S18GL01874-221	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG PARTICIPANT LEGAL LIAB \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			S18GL01874-221	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			S18EX01749-221	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			E426844-01	9/1/2022	9/1/2023	PER INJURY LIMIT \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate issued for sanctioned activities of the state soccer association.
Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of: PK Soccer Academy

CERTIFICATE HOLDER Marion Co Board of Education 1516 Mary Lou Retton Drive Fairmont WV 26554	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Chris Pesigan
--	---

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

21-2271

Date: FEB 21 2019

PK SOCCER ACADEMY
121 HUNSAKER STREET
FAIRMONT, WV 26654-0000

Employer Identification Number:
83-2826319
DLN:
26053430008139
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 30, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Sent from my iPhone

Pk Soccer Academy IRS letter

JESSICA TERLOSKY <terlosky3@aol.com>

Thu 12/1/2022 9:37 PM

To: Robin Haught <robinhaught@k12.wv.us>

[EXTERNAL SENDER]: Do not click links, open attachments or reply to this email unless you recognize the sender and know the content is safe.

501(c)(3) Center Inc.
PO BOX 880568
Boca Raton, FL 33488

IMPORTANT NOTICE: You are NOT required to purchase anything from this company and the company is NOT affiliated, endorsed, or approved by any governmental entity. The item offered in this advertisement has NOT been approved or endorsed by any governmental agency, and this offer is NOT being made by an agency of the government.

You may respond at:
www.501Center.com

PK SOCCER ACADEMY INC
EIN- 83-2826319 - Form 990 Series Offer
121 HUNSAKER ST
Fairmont, WV 26554-2212



501(C)(3) Tax Exempt Status

Please note, if you have already submitted your (**June 30, 2019**) 990 filing, you may disregard this offer. Per our company's review of the IRS's exempt database, we noted that your 501(c)(3) organization is required to file a Form 990 series return on an annual basis to the IRS. The 990 form series is due by the 15th day of the 5th month after the end of your organization's fiscal year. You may visit our website at www.501Center.com and complete the (**June 30, 2019**) 990 filing with our assistance.

1. In order to maintain your 501(c)(3) status you are required to file a Form 990 series **on an annual basis** even if you have minimal or no financial activity.
2. Depending on the type of 990 filing you are required to submit, the IRS will automatically revoke your tax exempt status for failing to file for 3 years and you may be subject to monetary penalties for late filing.
3. For organizations who receive under \$50,000 of gross receipts, it takes only **5 minutes** to fill out the online application.

You may file your Form 990 series return with our assistance at:

www.501Center.com

Organization name: **PK SOCCER ACADEMY INC**
EIN: **83-2826319**

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

This agreement dated the 7th day of November, 2022, by and between the Marion County Board of Education (hereafter known as MCBOE) and the PK Soccer Academy (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as East Fairmont High School gym.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein provide that the MCBOE and the Organization agree that:

- I. Organization Name PK Soccer Academy
- II. Contact Name Parker Kwafu
- III. Address 225 Queensbury Ct. Fairmont WV 26554
- IV. Phone Number 304-365-9464
- V. The MCBOE covenants and agrees that it shall, from December, 2022 through February, 2023, make available to the PK Soccer Academy the East Fairmont High School gym for the purpose of soccer practice. The activities herein described pertain to the Organization's group exclusively. The MCBOE reserves the right to eliminate any of the above days that there is no school and/or special programs occurring in said facility. The MCBOE will provide a schedule to the Organization with those dates the facility will not be available.
- VI. Is the planned activity a non-profit making venture? yes

Criteria: 490P Attorney Gen 114 (1961) Board not authorized to rent or lease school property to profit-making organizations.

July 22, 1985 St. Superintendent interpretation states in part that question: is it permissible for private organizations or individuals to utilize public school facilities for non-profit making ventures. The answer to your question appears to be yes, it is permissible unless such ventures would not have a community purpose.

VII. Organization agrees to assure that said Organization is a Not-For-Profit entity.

FEIN Number 83-2824319 (Include a copy of your W-9 Request for Taxpayer Identification Number & Certificate)

VIII. Organization covenants and agrees that the scheduling of its events utilizing the _____ as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX. Organization agrees to a facility use fee of \$ _____ per _____ in addition to a \$ _____ custodial fee per _____
(Additional fees may apply depending on facility) \$ _____ for _____

X. Organization covenants and agrees they shall provide a minimum of \$1,000,000 liability and accident insurance for all events during the term of this agreement.

*****This section must be completed***** Liability Insurance
Information: (minimum of \$1,000,000 liability required by MCBOE)

Insurance Company: Player's Health Coverage USA Inc

Policy Number SI8GLO1874-221

*****Attach a copy of the policy to the application*****

XI. Organization covenants and agrees that it shall save MCBOE harmless from and indemnify it against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to rise from or in connection with the following:

- A. Any injury, or the death of, any person or persons or loss or damage to property on or about the premises or any adjoining property arising from or connected with the premises during the term of this agreement.
- B. Performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by or at the request of the Organization. Organization shall resist and defend any action, suit or proceeding brought against the MCBOE by reason of the occurrence of any of the aforementioned by the MCBOE.

XII. Organization covenants and agrees that it shall be responsible for the condition of the facility after usage and agrees to be responsible for any damages or expenses resulting from Organization's use of the facility.

XIII. Organization covenants and agrees that it shall comply with all laws, orders, and regulations of Federal, State, or municipal authorities including but not limited to all safety regulations and health department rules and regulations.

XIV. MCBOE shall inspect EFHS gym after Organization's usage to ensure that no damages occurred as a direct result of Organization's usage.

XV. Organization will receive one key to be used by signer and assigns only, with no duplicates to be made or used by others. If the key is used by others or during non-scheduled times by others, this contract will be immediately terminated.

XVI. The terms of this Agreement and all privileges, rights, obligations, duties and liabilities hereunder shall remain in force and effect from December 2022, until the 28th day of February 2023; however, either party upon thirty (30) days written notice to the other may, with impunity, terminate this agreement immediately for any reason whatsoever. This agreement constitutes the entire agreement existing between the parties. There are no other agreements, oral or otherwise, which modifies or affects this agreement. The AGREEMENT and all terms and provisions herein shall extend to and be binding on their successors and assigns.

Jessica M. Verlosky
Representative of Organization

11-6-22
Date

[Signature]
Principal or Designee

11-14-22
Date

[Signature]
Administrative Assistant of Maintenance, Facilities and Athletics

11-16-22
Date

Superintendent

Date

Board President

Date

- 8/26/08
- 2/23/15
- 8/12/21
- 11/30/21
- 3/3/22
- 07/28/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
LIC #40558248		PHONE (AG No. Ext): 612-345-9683	
Player's Health Cover USA Inc.		FAX (AG No.):	
718 Washington Ave North #402		E-MAIL ADDRESS: certificates@playershealth.com	
Minneapolis MN 55401		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Everest National Insurance Company	
		INSURER B: Great American Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 25950** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PER EVENT	Y	S18GL01874-221	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG PARTICIPANT LEGAL LIAB \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		S18GL01874-221	9/1/2022	9/1/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0		S18EX01749-221	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical		E426844-01	9/1/2022	9/1/2023	PER INJURY LIMIT \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate issued for sanctioned activities of the state soccer association.
 Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of: PK Soccer Academy

CERTIFICATE HOLDER	CANCELLATION
Marion Co Board of Education	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1516 Mary Lou Retton Drive	AUTHORIZED REPRESENTATIVE
Fairmont WV 26554	Chris Pesigan

501(c)(3) Center Inc.
PO BOX 880568
Boca Raton, FL 33488

IMPORTANT NOTICE: You are NOT required to purchase anything from this company and the company is NOT affiliated, endorsed, or approved by any governmental entity. The item offered in this advertisement has NOT been approved or endorsed by any governmental agency, and this offer is NOT being made by an agency of the government.

PK SOCCER ACADEMY INC
EIN- 83-2826319 - Form 990 Series Offer
121 HUNSAKER ST
Fairmont, WV 26554-2212

You may respond at:
www.501Center.com



501(C)(3) Tax Exempt Status

Please note, if you have already submitted your (**June 30, 2019**) 990 filing, you may disregard this offer. Per our company's review of the IRS's exempt database, we noted that your 501(c)(3) organization is required to file a Form 990 series return on an annual basis to the IRS. The 990 form series is due by the 15th day of the 5th month after the end of your organization's fiscal year. You may visit our website at www.501Center.com and complete the (**June 30, 2019**) 990 filing with our assistance.

1. In order to maintain your 501(c)(3) status you are required to file a Form 990 series **on an annual basis** even if you have minimal or no financial activity.
2. Depending on the type of 990 filing you are required to submit, the IRS will automatically revoke your tax exempt status for failing to file for 3 years and you may be subject to monetary penalties for late filing.
3. For organizations who receive under \$50,000 of gross receipts, it takes only **5 minutes** to fill out the online application.

You may file your Form 990 series return with our assistance at:

www.501Center.com

Organization name: **PK SOCCER ACADEMY INC**
EIN: **83-2826319**

MARION COUNTY BOARD OF EDUCATION
FACILITY USE/RENTAL AGREEMENT

21-2272

This agreement dated the 28th day of November, 2022, by and between the Marion County Board of Education (hereafter known as MCBOE) and the PK Soccer Academy (hereafter known as Organization).

WHEREAS, the Marion County Board of Education is the owner and manager of a certain facility known as Mannington Gym

NOW, THEREFORE, in consideration of the mutual promises and covenant herein provide that the MCBOE and the Organization agree that:

- I. Organization Name PK Soccer Academy
- II. Contact Name Jessica Terlosky
- III. Address 225 Queensbury Ct Fairmont WV 26554
- IV. Phone Number 304-816-7790
- V. The MCBOE covenants and agrees that it shall, from December, 2022 through March, 2023, make available to the PK Soccer Academy for the purpose of Soccer practice. The activities herein described pertain to the Organization's group exclusively. The MCBOE reserves the right to eliminate any of the above days that there is no school and/or special programs occurring in said facility. The MCBOE will provide a schedule to the Organization with those dates the facility will not be available
- VI. Is the planned activity a non-profit making venture? yes

Criteria 490P Attorney Gen 114 (1961) Board not authorized to rent or lease school property to profit-making organizations

July 22, 1985 St. Superintendent interpretation states in part that question is it permissible for private organizations or individuals to utilize public school facilities for non-profit making ventures The answer to your question appears to be yes, it is permissible... unless such ventures would not have a community purpose

VII. Organization agrees to assure that said Organization is a Not-For-Profit entity.

FEIN Number 83-2826319 (Include a copy of your W-9 Request for Taxpayer Identification Number & Certificate)

VIII. Organization covenants and agrees that the scheduling of its events utilizing the Mannington Gym as provided for herein shall be coordinated with and through the Organization, and said schedule will be provided to THE Administrative Assistant of Maintenance, Facilities, and Athletics.

IX. Organization agrees to a facility use fee of \$ 100 per week in addition to a \$ 400 custodial fee per _____ (Additional fees may apply depending on facility) \$ 100 for HR

X. Organization covenants and agrees they shall provide a minimum of \$1,000,000 liability and accident insurance for all events during the term of this agreement.

.....This section must be completed..... Liability Insurance Information: (minimum of \$1,000,000 liability required by MCBOE)

Insurance Company: Player's Health Cover USA Inc.
Policy Number SI86101874-221

.....Attach a copy of the policy to the application.....

XI. Organization covenants and agrees that it shall save MCBOE harmless from and indemnify it against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising or alleged to rise from or in connection with the following:

- A. Any injury, or the death of, any person or persons or loss or damage to property on or about the premises or any adjoining property arising from or connected with the premises during the term of this agreement.
- B. Performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by or at the request of the Organization. Organization shall resist and defend any action, suit or proceeding brought against the MCBOE by reason of the occurrence of any of the aforementioned by the MCBOE.

XII. Organization covenants and agrees that it shall be responsible for the condition of the facility after usage and agrees to be responsible for any damages or expenses resulting from Organization's use of the facility.

XIII. Organization covenants and agrees that it shall comply with all laws, orders, and regulations of Federal, State, and municipal authorities including but not limited to all safety regulations and health department rules and regulations.

XIV. MCBOE shall inspect Mannington Gym after Organization's usage to ensure that no damages occurred as a direct result of Organization's usage.

21-2272

XV. Organization will receive one key to be used by signer and assigns only, with no duplicates to be made or used by others. If the key is used by others or during non-scheduled times by others, this contract will be immediately terminated.

XVI. The terms of this Agreement and all privileges, rights, obligations, duties and liabilities hereunder shall remain in force and effect from December 1, 2022, until the 30 day of March 2023; however, either party upon thirty (30) days written notice to the other may, with impunity, terminate this agreement immediately for any reason whatsoever. This agreement constitutes the entire agreement existing between the parties. There are no other agreements, oral or otherwise, which modifies or affects this agreement. The AGREEMENT and all terms and provisions herein shall extend to and be binding on their successors and assigns.

Jessica M Orosky
Representative of Organization

11-28-22
Date

Melinda M...
Principal or Designee

11/29/22
Date

Carly Apple
Administrative Assistant of Maintenance, Facilities and Athletics

11-30-22
Date

Superintendent

Date

Board President

Date

- 8/26/08
- 2/23/15
- 8/12/21
- 11/30/21
- 3/3/22
- 07/28/22



CERTIFICATE OF LIABILITY INSURANCE

21-2272
11/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE, OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
LIC #40558248	Player's Health Cover USA Inc	PHONE (A/C, No, Ext): 612-345-9683	FAX (A/C, No):
718 Washington Ave North #402	Minneapolis MN 55401	E-MAIL ADDRESS: certificates@playershealth.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
West Virginia Soccer Association		INSURER A: Everest National Insurance Company	NAIC #: 10120
PO Box 3360		INSURER B: Great American Insurance Company	16691
Beckley WV 25801		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 25466** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	SI8GL01874-221	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS COMP/OP AGG \$ 1,000,000 PARTICIPANT LEGAL LIAB \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		SI8GL01874-221	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE		SI8EX01749-221	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	Accident Medical		E426844-01	9/1/2022	9/1/2023	PER INJURY LIMIT \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate issued for sanctioned activities of the state soccer association.
Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09 This certificate is issued on behalf of PK Soccer Academy
Winter Indoor Soccer Practices

CERTIFICATE HOLDER

CANCELLATION

Marion County Board of Education	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 2nd St Mannington WV 26582	AUTHORIZED REPRESENTATIVE Chris Pesigan

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 21 2019

PK SOCCER ACADEMY
121 HUNSAKER STREET
FAIRMONT, WV 26654-0000

Employer Identification Number:
83-2826319

DLN:
26053430008139

Contact Person:
CUSTOMER SERVICE ID# 31954

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30

Public Charity Status:
509(a)(2)

Form 990/990-EZ/990-N Required:
Yes

Effective Date of Exemption:
November 30, 2018

Contribution Deductibility:
Yes

Addendum Applies:
No

21-2272

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Sent from my iPhone

Pk Soccer Academy IRS letter

JESSICA TERLOSKY <terlosky3@aol.com>

Thu 12/1/2022 9:37 PM

To: Robin Haught <robinhaught@k12.wv.us>

[EXTERNAL SENDER]: Do not click links, open attachments or reply to this email unless you recognize the sender and know the content is safe.