

C O N T R A C T

This contract, made this 20th day of July, 2016 between Richmond Public Schools, by the Department of Logistics, hereinafter referred to as RPS and

TEAMCRAFT ROOFING, INC.

and his/her, its or their successors, executors, administrators and assigns, hereinafter called the Contractor;

WITNESSETH: That the said Contractor agrees with said RPS, for the consideration herein mentioned, and at his/her, its or their own proper cost and expense to do all the work and/or furnish all the materials, services, equipment and/or labor necessary to carry out its agreement in the manner and to the full extent as set forth in RPS Invitation for Bids No. 16-6733-6 dated June 23, 2016 to the satisfaction of RPS, who shall have at all times full opportunity to inspect the materials to be furnished and/or the work to be done under this agreement. All terms and conditions, specifications, general and special provisions, plans, drawings, and all documents referred to are hereby made part of this agreement as completely as if incorporated herein.

It is agreed that the materials/services to be furnished or work to be done under this contract is to provide all labor, materials, equipment and supplies necessary for a Roof Replacement at J.L. Francis Elementary School, in accordance with the above bid for the contracted amount of \$885,000.00 and Alternate 1 of \$190,000.00 for a total of \$1,075,000.00, in accordance with documents herein referred to.

In consideration of the foregoing premises, RPS agrees to pay the Contractor for all items of work performed and/or materials or services furnished at the unit prices or lump sum prices under the conditions set forth in documents herein referred to.

Firm: TeamCraft Roofing, Inc.
2941 Space Road
Richmond, VA 23234

RICHMOND PUBLIC SCHOOLS

[Signature]
Superintendent or Designee me

By: [Signature]
Title: Project manager
Date: 7/29/16

8/15/16
Date

EXHIBIT I

**CERTIFICATION
OF
CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this contract requires Contractor Contractor's employees or other persons within Contractor's control to have direct contact with Richmond Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

NO

YES (please explain) _____

TeamCraft Roofing, Inc.
Contractor

7/29/16
Date

By: Neil Williams

Name: Hill Williams

Title: Project manager

EXHIBIT II

**CERTIFICATION
OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND RICHMOND PUBLIC
SCHOOLS EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools ("RPS").

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Richmond Public Schools.

The following individuals currently maintain a *financial* relationship with Contractor:

RPS/School Board Employee's Name: _____

Position with RPS/School: _____

Nature of Relationship: _____

The following individuals currently maintain a *familial* relationship with Contractor:

RPS/School Board Employee's Name: _____

Position with RPS/School: _____

Nature of Relationship: _____

TeamCraft Roofing, Inc. _____

Contractor

By: Hill Williams

7/29/16
Date

Name: Hill Williams

Title: Project manager

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 9222587

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that TeamCraft Roofing, Inc.

(Here insert full name and address or legal title of Contractor)

2941 Space Road, Richmond, VA 23234

as Principal, hereinafter called Contractor, and, Fidelity and Deposit Company of Maryland

(Here insert full name and address or legal title of Surety)

1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056

as Surety, hereinafter called Surety, are held and firmly bound unto Richmond Public Schools

(Here insert full name and address or legal title of Owner)

2395 Hermitage Road, Richmond, VA 23223

as Obligee, hereinafter called Owner, in the amount of One Million Seventy Five Thousand Dollars and 00/100 Dollars (\$ 1,075,000.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated July 16, 2016, entered into a contract with Owner for

(Here insert full name, address and description of project) JL Francis Elementary School Re-Roofing Project - PO #164857

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under

the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of July, 2016.

ATTEST:

By: *Neil Wald*
(Witness)

TeamCraft Roofing, Inc.
(Principal) (Seal)

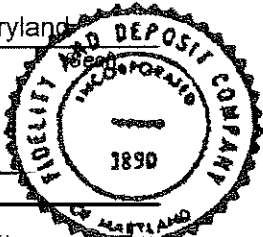
By: *[Signature]*
(Title)
John W. Farrell Vice President

WITNESS:

By: *Kristin D. Thurber*
(Witness)
Kristin D. Thurber

Fidelity and Deposit Company of Maryland
(Surety)

By: *Erin Brown*
(Title)
Erin Brown Attorney-in-Fact



Surety Phone No. 847-605-6000

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 9222587

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that TeamCraft Roofing, Inc.

(Here insert full name and address or legal title of Contractor)

2941 Space Road, Richmond, VA 23234

as Principal, hereinafter called Principal, and, Fidelity and Deposit Company of Maryland

(Here insert full name and address or legal title of Surety)

1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 60196-1056

as Surety, hereinafter called Surety, are held and firmly bound unto Richmond Public Schools

(Here insert full name and address or legal title of Owner)

2395 Hermitage Road, Richmond, VA 23223

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Million Seventy Five Thousand Dollars and 00/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 1,075,000.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated July 16, 2016, entered into a contract with Owner for

(Here insert full name, address and description of project) JL Francis Elementary School Re-Roofing Project - PO #164857

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 21st day of July, 2016.

ATTEST:

By: Will Will
(Witness)

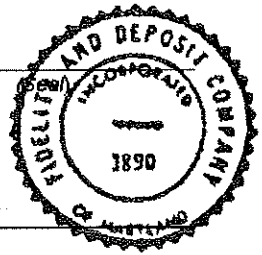
TeamCraft Roofing, Inc.
(Principal) (Seal)
By: John W. Farrell
(Title) Vice President

WITNESS:

By: Kristin D. Thurber
(Witness)
Kristin D. Thurber

Fidelity and Deposit Company of Maryland
(Surety)
By: Erin Brown
(Title) Attorney-in-Fact

Surety Phone No. 847-605-6000



Bond Number 9222587

Obligee: Richmond Public Schools

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Erin Brown, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

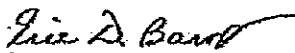
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of July, A.D. 2015.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Michael P. Bond*
Vice President



By: *Eric D. Barnes*
Secretary



State of Maryland
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of July, 2016.



Thomas O. McClellan

Thomas O. McClellan, Vice President