

RESOLUTION NO. 32635

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF EARLY LEARNING TO ENTER INTO A CONSTRUCTION AGREEMENT WITH JAMES D. FISHER D/B/A JAMES FISHER CONSTRUCTION, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE COMPLETION OF CONSTRUCTION WORK ON THE BUILDING FACILITY OF 21ST CENTURY CHILD DEVELOPMENT CENTER LOCATED AT 2507 BAILEY AVENUE, FOR THE TERM ENDING ON MAY 31, 2026, WITH AN OPTION TO EXTEND THE TERM UPON MUTUAL WRITTEN AGREEMENT, FOR THE TOTAL SUM OF SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Administrator of Early Learning to enter into a Construction Agreement with James D. Fisher d/b/a James Fisher Construction, in substantially the form attached, for the completion of construction work on the building facility of 21st Century Child Development Center located at 2507 Bailey Avenue, for the term ending on May 31, 2026, with an option to extend the term upon mutual written agreement, for the total sum of \$75,000.00.

ADOPTED: September 23, 2025

/mem

CONSTRUCTION AGREEMENT
Child Care Creation Grant Program
Funding Agency: Tennessee Department of Economic Development
Project Name: Chattanooga CDBG-CV Childcare
Project Number: 15035

This CONSTRUCTION AGREEMENT (the “Agreement”) is hereby entered into by and between the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal address located at 101 E. 11th Street, Chattanooga, TN 37402 (the “City”) and JAMES D. FISHER d/b/a JAMES FISHER CONSTRUCTION, a sole proprietor with an address at P.O. Box 582, Dayton, TN 37321 (“Contractor”).

RECITALS

WHEREAS, in January 2023, the City entered into an Agreement for Grant Administration Services with Southeast Tennessee Development District (“SETDD”), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, under the Agreement for Grant Administration Services SETDD agreed to provide technical and/or professional administrative services to the City in connection with the City’s application for the Child Care Creation Grant Program which is financed through Community Development Block Grant (“CDBG”) funds from the Tennessee Department of Economic and Community Development; and

WHEREAS, in November 2022, the City, through its Department of Early Learning, with technical assistance from SETDD, was awarded a Child Care Creation Grant in the amount of Ninety-Two Thousand Four Hundred Eighty One Dollars and 00/100 (\$92,481.00); and

WHEREAS, the City will utilize the Child Care Creation Grant funds to pay for construction work on the building facility of 21st Century Child Development Center located at 2507 Bailey Avenue, Chattanooga, TN 37404; and

WHEREAS, the construction work on the building facility of 21st Century Child Development Center will allow the center to expand child care capacity and serve more families; and

WHEREAS, SETDD, acting on behalf of the City, put out a publicly advertised competitive bid solicitation for the construction work to be done on 21st Century Child Development Center as evidenced by **Exhibit B** attached hereto; and

WHEREAS, James Fisher Construction responded to the bid solicitation and was identified as the only bidder for the construction work as evidenced by **Exhibit B**; and

WHEREAS, the City now enters into this Agreement with James Fisher Construction to govern the construction work on 21st Century Child Development Center.

NOW WHEREFORE in consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

ARTICLE I.

1. **Effective Date.** This Agreement shall be effective as of the date signed by the City's authorized signatory (the "Effective Date").
2. **Term.** The term of this Agreement shall begin on the Effective Date and end on May 31, 2026.
3. **Extension.** Upon expiration of the Agreement, the parties may, upon mutual agreement, extend the term of this Agreement for a period of time necessary to allow for completion of the construction work. Any extension hereunder shall be memorialized in a written agreement that shall be executed by both parties.

ARTICLE II.

1. **Scope of Construction Work.** The construction work to be performed during the term of this Agreement and covered by this Agreement is more fully described and depicted in **Exhibit C**, which is attached hereto and incorporated herein by reference.
2. **Workmanlike Manner.** Contractor warrants that the construction work will be performed in a professional, efficient, and diligent manner consistent with generally accepted industry standards and with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If City determines that any of the construction work is not performed in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the work performed and resolve matters of concern; (b) require Contractor to repeat any substandard work at no additional charge until it is satisfactory; (c) terminate this Agreement; or (d) pursue any and all other remedies at law or in equity.
3. **Drawings and Specifications.** The Contractor shall furnish all supervision, labor, materials, supplies, machinery, equipment, and tools and execute in a thorough and workmanlike manner, complete in every respect, in accordance with the drawings, plans, specifications, maps, designs and other contract documents made therefor and hereto attached, and to the satisfaction of the City, or its successor, all of the work shown in **Exhibit C**. The Contractor agrees that he has informed himself fully of the conditions relating to the construction and labor under which the construction work will be or is now being performed.
4. **Work Materials.** All work and material required under this Agreement shall be in such quantities, kinds and qualities, and in such places, and of such dimensions and forms as may be designated by the approved drawings, plans, specifications and/or designs. The purchase of all materials, the delivery of same, and all incidental expenses which may arise during the construction and finishing of said work above specified, shall be at the sole cost and expense of the Contractor. All materials which the said Contractor may procure or deliver upon or in the vicinity of said work herein specified to be incorporated in and become a part of said improvement, shall, from the time of such procurement or delivery become the property of the City, except any surplus which shall remain over the final completion of this Agreement.

ARTICLE III.

1. **Compensation.** The City hereby agrees to pay the Contractor a total sum of Seventy-Five Thousand Dollars and 00/100 (\$75,000.00) for the construction work to be performed under this Agreement. The Contractor hereby acknowledges that the price(s) shown in the Bid Schedule shall be the amount of the compensation to the Contractor for the proper and satisfactory completion of the work specified herein, including all contingencies, in full conformity with this Agreement. This compensation shall be full payment for the performance of the work and the furnishing of labor, materials, transportation, supplies, tools, equipment, taxes, employee benefits, incidentals, services, and other items necessary or convenient for completion of the work in a satisfactory and acceptable manner, and within the intent of this Agreement.

2. **Payment Schedule.** Upon execution of this Agreement, the City hereby agrees to pay the Contractor a deposit of ten percent (10%) of the total compensation amount set forth in Article III(1) above. Thereafter, the Contractor shall submit monthly pay applications during the term of this Agreement for the construction work performed. Upon receipt of a pay application from Contractor, City shall review and approve the pay application. Once the pay application is approved, the City will deliver payment to the Contractor within thirty (30) days of approving the pay application. In the event of any questions or concerns regarding a pay application, the parties will make a good faith effort to resolve the questions or concerns so that the pay application can be processed for payment.

3. **Method of Payment.** The City will deliver payments to the Contractor under this Agreement via checks.

4. **Reporting Requirements.** The parties shall implement and comply with all reporting requirements as set forth by the Tennessee Department of Economic and Community Development – Community Development Block Grant.

ARTICLE IV.

1. **Project Management.** Contractor hereby acknowledges that SETDD will act as the agent of the City with regard to managing the progress and completion of the construction work and the worksite. Accordingly, SETDD shall be Contractor's point of contact for any and all questions, concerns, and/or delays related to the construction work.

2. **Supervision of the Work.**

a. Contractor shall supervise and direct the Services described in **Exhibit C**, using Contractor's best skill and attention as approved by the City and/or its authorized designee. Contractor shall be solely responsible for all methods, techniques, sequences and procedures. City and/or its authorized designee will deal only through Contractor, who shall be responsible for the proper execution of the construction work.

b. Any subcontractor relationships or assignment not identified herein or in **Exhibit**

C as part of this Agreement, must first be approved by City and/or its designee.

- c. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the construction work. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the construction work shall create any contractual relation between any Subcontractor and City.
- d. Contractor shall assign only competent personnel to perform any portion of the construction work. If at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the construction work, Contractor shall remove such person or persons immediately upon receiving written notice from City. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.
- e. Contractor shall be responsible to City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the construction work under a contract with Contractor.
- f. Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the construction work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the construction work performed by Subcontractor.

3. **Guarantee.** The Contractor shall guarantee the equipment, materials, products, and workmanship furnished under this Agreement to be as specified and to be free from defects for a period of one (1) year after the date of final acceptance by the City. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design. Upon notification of a defect, the Contractor shall promptly make all adjustments, repairs, or replacements which, in the sole discretionary opinion of the City, arose out of defects and became necessary during the guarantee period. The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the Surety. This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee, and the period of the guarantee for each such repair or replacement shall be one (1) year after installation or completion of said repair or replacement.

If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary repairs or adjustments, or if the Contractor fails to complete the repairs or adjustments in a timely and

satisfactory manner, it is understood and agreed that the City is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, the cost of the work to be paid by the Contractor or by the Surety.

In the event of an emergency that occurs when the Contractor or his representative cannot be immediately contacted, and where the emergency is such that, in the sole judgment of the City, delay could cause serious loss or damage or presents an imminent hazard to others, repairs or adjustments may be made by the City, or a third party chosen by the City, without advance notice to the Contractor, and the cost of the work shall be paid by the Contractor or by the Surety.

ARTICLE V.

1. **Indemnification.** Contractor shall defend, indemnify and hold harmless City and each of City's officers, officials, employees, and agents (each a "City Indemnitee") from and against all losses, penalties, damages, injuries, settlements, charges, professional fees, or other expenses or liabilities of every kind and character including reasonable attorney's fees and costs (Collectively "Losses"), arising out of or resulting from any third party claim, suit, action, or proceeding (each an "Action"), to the extent that such Action arises out of or results from (i) Contractor's breach of any representation, warranty or covenant of Contractor under this Agreement, or (ii) the negligence, gross negligence, or willful misconduct in connection with the performance by Contractor of construction work of this Agreement. City shall promptly notify Contractor in writing of the Action. City shall have sole control of the defense and all related settlement negotiations. This provision shall survive the expiration or termination of this Agreement.

2. **Liquidated Damages.** The Contractor hereunder agrees to complete the whole of the construction work contemplated in this Agreement in Two Hundred (200) calendar days. Time of the completion of the work is the essence of the Agreement, and the Contractor is prepared to make completion of the work in such quantity and on such dates as are herein specified, and the parties having agreed, after estimates, that the sum of **One Hundred Dollars and 00/100 (\$100.00)** per calendar day would be liquidated damages in case of the Contractor's failure to perform, now, therefore, the aforementioned sum per day, not as a penalty but to be considered and taken as liquidated damages suffered by the City of each day's delay in completion of this Agreement.

3. **Insurance.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:

- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.

- d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Contractor shall not begin work under this Agreement until a Certificate of Insurance has been submitted to the City showing proof that Contractor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.
- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or Services performed by Contractor under this Agreement.

A copy of Contractor's Certificate of Insurance is attached hereto as **Exhibit D**.

4. **Surety Bond.** With the execution and delivery of the Agreement, the Contractor shall furnish and file with the City in the amount herein required a good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Agreement, guaranteeing the full and faithful execution of the work and performance of the Agreement according to its terms, which bond shall remain in effect for twelve (12) months after the completion of the work. No surety will be accepted who is now in default or delinquent on any bond. All bonds shall be executed by surety companies licensed to do business in the State of Tennessee and acceptable to the City Attorney, and in the event the Agreement is funded in part by federal or state grants, then said bonds must also be satisfactory to the granting agency. Each bond shall be executed by the Contractor and the surety. Should any surety on the Agreement be determined unsatisfactory at any time by the City, notice will be given to the Contractor to that effect and the Contractor shall forthwith substitute a new surety or sureties satisfactory to the City Attorney. No payment will be made under the Agreement until the new surety or sureties, as required, have qualified and been accepted by the City Attorney. A copy of Contractor's Performance Bond is attached hereto as **Exhibit E**.

ARTICLE VI.

1. **Records and Retention Audit.**

- a. All records relating in any manner whatsoever to the construction work, or any

designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, designs, submittals, correspondence, or other writings or things which document the construction work. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the construction work, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the construction.

- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the Agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the Agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- g. This section shall not be construed to limit, revoke, or abridge any other rights,

powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

2. **Dispute Resolution.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

3. **Delay in Performance.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the construction for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

In the event Contractor is delayed in the performance of the construction because of delays caused by City, Contractor shall have no claim against City for damages or Agreement adjustment other than an extension of time.

4. **Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally or sent by United States mail or by a nationally recognized overnight carrier to the parties as set forth below:

If to Contractor:

James Fisher Construction
Attn: James Fisher
P.O. Box 582
Dayton, TN 37321

If to City:

City of Chattanooga
Dept. of Early Learning
Attn: Administrator
6098 Debra Road
Chattanooga, TN 37411

With Copy to:

City of Chattanooga
Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402

ARTICLE VII.

1. **Termination for Convenience.** City reserves the right to terminate this Agreement or any part of this Agreement at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

2, **Termination for Cause.** City may also terminate this Agreement, or any part of this Agreement, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Late deliveries, performance of the construction work which does not conform to this Agreement, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to terminate this Agreement for cause. In the event of termination for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this Agreement for a default, the cancellation is considered a termination for convenience.

ARTICLE VIII.

1. **Waiver.** A waiver by either City or Contractor of any breach of this Agreement shall be

in writing. City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.

2. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

3. **Governing Law.** This Agreement shall be governed by any and all applicable federal laws, the laws of the State of Tennessee, and the Codes of the City of Chattanooga.

4. **Entire Agreement.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, are hereby incorporated into and shall become a part of this Agreement.

5. **Successors and Assigns.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

6. **Assignment.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this section shall prevent Contractor from employing independent contractors, associates, and subcontractors to assist in the performance of the construction work; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent contractors, associates, and subcontractors to assist in performance of the construction work, Contractor shall be solely responsible for the negligent performance of the independent contractors, associates, and subcontractors so employed.

7. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

8. **Relationship of Parties.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

9. **Amendment.** This Agreement may only be amended or modified in writing signed by the

parties hereto.

10. **Non-Disclosure.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

11. **Non-Discrimination.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

12. **Drug Free Workforce.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

13. **Federal or State Funding.** In the event that the project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

14. **Compliance with Laws.** The City has entered into this Agreement with Contractor relying on its knowledge and expertise to perform the construction work contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the work provided under this contract, and agrees to comply with these relevant and applicable federal and state laws.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement which shall become effective as of the Effective Date stated herein.

CONTRACTOR

By: James Fisher

Printed Name: James Fisher

Title: Contractor/Owner

Date: 7/8/2025

CITY OF CHATTANOOGA, TENNESSEE

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

*Agreement for Grant Administration Services between
City of Chattanooga
and
Southeast Tennessee Development District*

**CITY OF CHATTANOOGA
2023 CDBG CHILD CARE CREATION PROGRAM**

Agreement for Grant Administration Services

THIS AGREEMENT, entered into as of January 12th, 2023, by and between the City of Chattanooga, (hereinafter called the 'City') and the Southeast Tennessee Development District (hereinafter called the "Contractor"), WITNESSETH THAT:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional administrative services hereafter described in connection with the Child Care Creation Program grant (hereinafter called "Project"), being financed through a Community Development Block Grant (CDBG) from the Tennessee Department of Economic and Community Development.

WHEREAS the CDBG does not require a solicitation for administrative services when this service is provided by the Southeast Tennessee Development District, which is a unit of government; and

WHEREAS, the State of Tennessee has approved the Development District to administer this project:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform professional services in connection with the project as set forth below and contained in this AGREEMENT.
2. The Contractor shall do, perform, and carry out, in a satisfactory and the proper manner the following services:
 - a. Provide administrative assistance to the City through staff that is trained and/or approved by the Tennessee Department of Economic and Community Development.
 - b. Set up administrative record keeping files for the City.
 - c. Manage compliance with environmental requirements.
 - d. Assist in removing any contract conditions and securing release of funds.
 - e. Assist in any necessary documentation of beneficiaries.
 - f. Assist in establishing procedure for financial management of contract funds.
 - g. Prepare and submit any necessary budget amendments.
 - h. Assist in meeting Equal Opportunity requirements and construction wage and employment requirements.

- i. Monitoring of records for completeness.
 - j. Assistance as necessary in complying with the acquisition process under the Uniform Relocation Assistance Act.
 - k. Preparation, coordination and/or submission of all necessary reports, forms, and documents.
 - l. Any and all other technical assistance requested and required by the City in completion of their CDBG Grant in a timely and proper manner.
3. The services of the Contractor are to commence as soon as practical after the execution of this Agreement and shall be undertaken and completed in the light of the purposes of this Agreement.
4. The City agrees to compensate the Contractor for the following costs incurred in the conduct of the services rendered under this Agreement.
 - a. Direct chargeable salaries and fringe benefits.
 - b. Travel costs including lodging and subsistence.
 - c. Communication costs related to administration of the project.
 - d. Other direct costs.
5. All costs charges shall be in accordance with the allowable amounts set forth in the Uniform Travel regulations adopted by the Tennessee Development District Association and the Contractor's Cost Allocation Plan prepared in accordance with the Accounting Manual for Development Districts in Tennessee prescribed by the Comptroller of the State of Tennessee.
6. The Contractor shall maintain documentation for all expenditures under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted accounting principles for a period of three full years from the date of final payment, and shall be subject to audit at any reasonable time upon reasonable notice by CDBG, the Comptroller of the Treasury, the City or their duly appointed representatives. The records shall be maintained at no less than those recommended in the Uniform Accounting Manual for Development Districts in Tennessee, published by the Comptroller of the Treasury, State of Tennessee.
7. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$3,927 for grant administrative costs which are grant eligible expenses and included in the project budget.
8. If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, and reports prepared by the Contractor shall be entitled to receive just

and equitable compensation for any satisfactory work completed.

9. In carrying out this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, handicap, religion, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, handicap, religion, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applications for employment, notice to be provided by the Government setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
10. No officers, member, or employee of the City and no members of its governing body, and no other public official of the governing body of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any decision relating to this Agreement which affect his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
11. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

AGREED TO and executed by the duly authorized officials of each party, to be effective as of the date first written above.


Witness


Witness

City of Chattanooga

By:


Tim Kelly, Mayor

Southeast Tennessee Development District

By:


Charles H. Hammonds, Executive Director

Exhibit B

Bid Package for Construction Work

SRR & ASSOCIATE S. PC

ARCHITECTURE, SUSTAINABLE DESIGN, NEIGHBORHOOD AND DOWNTOWN REVITALIZATION,

December 20, 2024

Mayor Tim Kelly
Chattanooga City Hall
101 E 11th St
Chattanooga, TN 37402
Re: Recommendation of Award
Project: Chattanooga CDBG-CV Childcare
Project No: 15035

Dear Mayor Kelly,

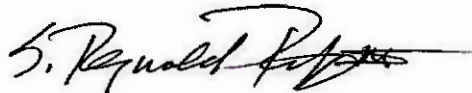
On October 23rd 2024 at 1:30 in the afternoon, one sealed bid was received for the 2024 Chattanooga CDBG-CV Childcare Project. The bid was opened publicly and total bid amount read aloud. The lowest responsive bidder was James Fisher Construction, located in Dunlap, TN with a bid amount of \$75,000.00.

We believe that James Fisher Construction has demonstrated the necessary experience, understanding, and commitment to successfully undertake the scope of work for the CDBG Childcare Project. Their approach aligns well with the project specifications and objectives outlined in the tender documents. We are confident that James Fisher Construction will deliver a high-quality product within the agreed-upon timeline and budget. Therefore, we recommend awarding CDBG Childcare project to James Fisher Construction. for \$75,000.00.

Attached is the certified bid tabulation. After consideration and approval by The City of Chattanooga, Notice of Award will be prepared by AIA for your signature in the Contract Documents. If you have any questions or require additional information, please contact us. We look forward to collaborating with them throughout the duration of the project to ensure its successful completion.

Sincerely,

S. Reginald Ruff III, AIA



cc: Katie Kortekaas
Business Development Association / Housing Coordinator
Southeast Tennessee Development District
1000 Riverfront Parkway
Chattanooga, Tennessee 37402

Bid Tab	Page 1 of 1	Pursuant to the Invitation to Bid extended for	
Bids opened in Chattanooga, TN	How many addenda issued. 0	2022 Chattanooga Childcare CDBG-CV	
	bids and modifications must have been received here by October 23, 2024, 1:30PM EST		Administrator represented by Katie Kortekaas
	I, thus declare the bidding closed, and now will proceed to open and read bids and modifications which have been received.		Owner represented by City of Chattanooga
	Bid Amount		Comments
	Name James Fisher Construction City Dunlap License Number 70685	\$ 75,000	Received via Mail
	Name City License Number		
	Name City License Number		
	Name City License Number		

Certified By:

S. Reynold [Signature]

10/23/24

Chattanooga Times Free Press

Account #: AP109158

Company: SE TN DEVELOPMENT DISTRICT / Legals

PO BOX 4757

CHATTANOOGA, TN 37405

Ad number #: 446743

PO #:

Matter of: ADVERTISEMENT FOR BIDS Project No. 15035

AFFIDAVIT • STATE OF TENNESSEE • HAMILTON COUNTY

Before me personally appeared Samara Swafford, who being duly sworn that she is the Legal Sales Representative of the CHATTANOOGA TIMES FREE PRESS, and that the Legal Ad of which the attached is a true copy, has been published in the above named newspaper and on the corresponding newspaper website on the following dates, to-wit:

Times Free Press 10/08/24; TimesFreePress.com 10/08/24

And that there is due or has been paid the CHATTANOOGA TIMES FREE PRESS for publication the sum of \$128.30.

Samara Swafford

Sworn to and subscribed before me this date: 8th day of October, 2024



Sheniqua Hambrick

My Commission Expires 12/14/2026

Chattanooga Times Free Press

400 EAST 11TH ST
CHATTANOOGA, TN 37403

ADVERTISEMENT FOR BIDS
Project No. 15035
City of Chattanooga

Separate sealed bids for construction of an ADA ramp for the 2022 Chattanooga Childcare CDBG-CV will be received by the Southeast Tennessee Development District at the office of SETD located at 1000 Riverfront Parkway, Chattanooga, TN 37405 until 1:30 o'clock P.M. E.S.T. Wednesday, October 23rd, 2024, and then at said office publicly opened and read aloud. The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined by contacting Katie Kortekaas at kkortekaas@sedev.org for access to PDFs of all documents. The owner reserves the right to waive any informalities or to reject any or all bids. Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. All bidders must be licensed General Contractors as required by the Contractor's Licensing Act of 1994 of the General Assembly of the State of Tennessee and qualified for the type of construction being bid upon. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

From: CPO.Website@tn.gov
To: [Katie Kortekaas](#)
Subject: TN GODBE Grant Form Submission Confirmation
Date: Tuesday, October 8, 2024 12:12:33 PM

Thank you Katie A Kortekaas for submitting the Go-DBE Grant Website Posting Form. We will contact you at kkortekaas@sedev.org if we have any questions. This email serves as confirmation that the posting will be posted within 2 business days of receipt and removed after a maximum of 45 days. It is recommended you screenshot the posting once it is live if you need additional confirmation.

Project Location: Hamilton
Title of Grant: CDBG-CV Childcare

Project /
Procurement Identification Number: 15035

Project Link: <https://www.dropbox.com/scl/fo/69rjsmxe8odnmgvn27rzs/ABsuO2eERhDA6EMJOH2nxo8?rlkey=4u8vicxjd80qrqxte8xx2l2tx&st=ljld42zd&dl=0>

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Chattanooga (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of SETDD until _____ o'clock A.M./P.M., C.S.T./E.S.T., E.S.T., 2024, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Katie Kortekaas at 1000 Riverfront Parkway, Chattanooga, TN 37405 and designated as bid for Chattanooga Childcare.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Acknowledgment Regarding Bidder SAM Registration, Certification of Bidder Regarding Section 3 and Segregated Facilities, and Drug-Free Workplace Affidavit. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract, and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, and all other information required by State law..

All bidders must be licensed General Contractors as required by the Contractor's Licensing Act of 1994 of the General Assembly of the State of Tennessee, and qualified for the type of construction being bid upon. Each bidder shall write on the outside of the envelope containing its bid: 1) its Contractor's license number; 2) that part of the classification applying to the bid. If this is not done, the bid will not be opened.

3. Subcontracts:

The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the owner; and
- b. Must submit Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification:

Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding:

The Owner invites the following bid(s):

6. Qualification of Bidder:

The Owner may make such investigations as s/he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security:

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached thereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

8. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon his/her failure to refusal to execute and deliver the contract and bonds required within 10 days after she/he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

9. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in the Supplemental General Conditions.

10. Condition of Work:

Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereof. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to

Katie Kortekaas

at SETDD

and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested or emailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than two days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance:

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney:

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions:

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials.
- b. Insurance requirements.
- c. Wage rates.
- d. Stated allowances.

15. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified Bidder:

After receiving bids and determining the amount of funds estimated by the OWNER as available to finance the contract, the OWNER will award the contract to the lowest responsible bidder. The lowest responsible bidder will be determined upon the basis of the lowest base bid or lowest base bid combined with alternates (additive or deductive). If the contract is to be awarded based on the lowest base bid with alternates, alternates will be accepted in the numerical order in which they are listed in the Form of Bid.

17. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

BID FOR LUMP SUM CONTRACTS

Place _____

Date _____

Project No. 15035 _____

Proposal of James Fisher Construction (hereinafter called "Bidder") (a

Tennessee corporation/a partnership/an individual doing
(State) STRIKE OUT INAPPLICABLE TERMS

business as _____)

To the City of Chattanooga
(hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of
Chattanooga CDBG-CV Childcare Project

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 300 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 3.c. of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

BASE PROPOSAL: Bidder agrees to perform all of the Construction

work described in the specifications and shown on the plans for the sum Seventy-five Thousand Dollars

(\$ 75,000.00) (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ALTERNATE PROPOSALS

Alternate No. 1: _____
Deduct the sum of _____ (\$ _____)
Alternate No. 2: _____
Deduct the sum of _____ (\$ _____)
Alternate No. 3: _____
Deduct the sum of _____ (\$ _____)
Alternate No. 4: _____
Deduct the sum of _____ (\$ _____)

UNIT PRICES

~~For changing quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:~~

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article 11.3.1 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of Seventy-five Thousand Dollars
(\$ 75,000.00) is to become the property of the Owner in the event the contract
and bond are not executed within the time above set forth, as liquidated damages for the
delay and additional expense to the Owner caused thereby.

(SEAL - if bid is by a corporation)

Respectfully submitted:

By: James Fisher

(Signature)

Owner

(Title)

1461 Railroad St, Dayton TN 37321

(Business Address & Zip Code)

IRAN DIVESTMENT ACT

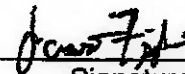
In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party hereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

I affirm, under the penalties of perjury, this statement to be true and correct.

12/22/2024

Date



Signature of Bidder

James Fisher Construction

Company

A bid shall not be considered for award nor shall award be made where the foregoing certification has been complied with. ~~Text~~ provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The ~~City/County~~ of Chattanooga may award a bid to a bidder who cannot make the certification, on case-by-case basis, if:

1. The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or reviewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The ~~City/County~~ of Chattanooga makes a determination that the goods or services are necessary for the ~~City/County~~ of Chattanooga to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION

Pursuant to 2 CFR Section 5.1004 and the requirement of the U.S. Department of Housing and Urban Development (HUD), contractors procured directly by grantees, sub-grantees, and/or sub-recipients of HUD funds, including CDBG are required to have an active registration in the System of Award Management (SAM). This document shall be completed and submitted as part of the bid proposal.

1. By submitting this proposal, the prospective bidder certifies that it has an active registration in SAM that is not set to expire within the next 90 days.
2. By submitting this proposal, the prospective bidder certifies neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
4. Further, the prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the prospective bidder will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
6. It is further agreed that by submitting this proposal, the prospective bidder will include Certification of Subcontractor Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Provide the following information as detailed in the prospective bidder's SAM registration:

Entity Name: James Fisher

Address: 1461 Railroad St.

City: Dayton

State: TN Zip: 37321

DUNS: DNFUEF51YEZ8

Expiration Date: 4/27/25

Active Exclusions: ☐ Yes ☒ No

STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANTS

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that James Fisher
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

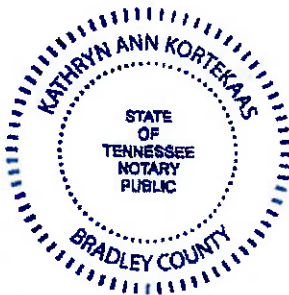
- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: James Fisher

State of Tennessee)
County of Bradley) ss

Personally appeared before me, Kathryn Kortekaas the undersigned Notary Public, James Fisher, the within named bargainer, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the James Fisher Construction, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 20th day of December, 2024



Kathryn Kortekaas
Notary Public

My commission expires 10/6/26

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____
COUNTY OF _____

The undersigned, principal officer of James Fisher Construction,
an employer of five (5) or more employees contracting with _____
government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of James Fisher Construction
(hereinafter referred to as the "Company"), and is duly authorized to execute
this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which
requires each employer with no less than five (5) employees receiving pay
who contracts with the state or any local government to provide construction
services to submit an affidavit stating that such employer has a drug-free
workplace program that complies with Title 50, Chapter 9, of the *Tennessee
Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

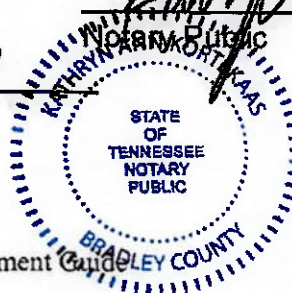

Principal Officer

STATE OF Tennessee
COUNTY OF Bradley

Before me personally appeared James Fisher, with whom I am
personally acquainted (or proved to me on the basis of satisfactory evidence), and who
acknowledged that such person executed the foregoing affidavit for the purposes therein
contained.

Witness my hand and seal at office this 20th day of December, 2024

My commission expires: 10/6/26



CERTIFICATION OF NON-BOYCOTT OF ISRAEL

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

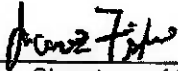
I certify this statement to be true and correct.

James Fisher

Bidder Name Printed

12/23/24

Date



Signature of Bidder

James Fisher Construction

Company

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification by Bidder

Bidder/Firm: James Fisher Construction

Address: 1461 Railroad St.

City: Dayton

State TN

Zip 37321

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. ☒ Yes ☐ No
2. Compliance reports were required to be filed in connection with such contract or subcontract. ☐ Yes ☒ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. ☐ Yes ☐ No ☒ None Req.
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? ☐ Yes ☒ No

Bidder Name: James Fisher Construction

Title: Owner

Signature: 

Date: 12/23/24

CERTIFICATION OF BIDDER REGARDING USE OF FEMALE/MINORITY SUBCONTRACTORS

This certification is required for the contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize female/minority owned firms.

Documentation must be on file to show who has been contacted.

Certification by Bidder

Bidder/Firm: James Fisher Construction

Address: 1461 Railroad St.

City: Dayron State TN Zip 37321

I, James Fisher, certify that every attempt was made to utilize female/minority contractors on this project.

Bidder Name: James Fisher

Title: Owner

Signature: 

Date: 12/23/24



JAMEFIS-01

KSTEWART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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 Athens Insurance 110 W. Washington Avenue Athens, TN 37303		CONTACT NAME: PHONE (A/C, No, Ext): (423) 745-3062 FAX (A/C, No): (423) 745-8888 E-MAIL ADDRESS:		
INSURED James Fisher Construction PO Box 582 Dayton, TN 37321		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Selective Insurance Company		12572
		INSURER B: Builders Insurance Group		10704
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2648467	7/8/2024	7/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV037780600	7/8/2024	7/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			S2648467	7/8/2024	7/8/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City Of Palmer

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

London Wilson

"General Decision Number: TN20240180 08/23/2024

Superseded General Decision Number: TN20230180

State: Tennessee

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Hamilton County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

10/11/24
~~_____~~
 [Signature]

"General Decision Number: TN20240180 08/23/2024

Superseded General Decision Number: TN20230180

State: Tennessee

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

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Modification Number	Publication Date
0	01/05/2024
1	03/22/2024
2	05/31/2024
3	07/26/2024
4	08/23/2024

ASBE0086-002 03/01/2024

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST

INSULATOR.....	\$ 36.52	18.47
----------------	----------	-------

* ELEC0175-005 06/01/2024

Rates	Fringes
-------	---------

ELECTRICIAN.....	\$ 35.35	14.63
------------------	----------	-------

ENGI0917-004 05/01/2024

Rates	Fringes
-------	---------

POWER EQUIPMENT OPERATOR

(Crane).....	\$ 36.25	13.40
--------------	----------	-------

IRON0492-002 05/01/2024

Rates	Fringes
-------	---------

IRONWORKER, ORNAMENTAL.....	\$ 33.73	17.73
IRONWORKER, REINFORCING.....	\$ 33.73	17.73
IRONWORKER, STRUCTURAL.....	\$ 33.73	17.73

SHEE0004-009 01/01/2024

Rates	Fringes
-------	---------

SHEET METAL WORKER (Excludes

HVAC Duct Installation).....	\$ 34.95	16.66
------------------------------	----------	-------

SHEE0005-003 05/01/2023

Rates	Fringes
-------	---------

SHEET METAL WORKER (HVAC Duct

Installation Only).....	\$ 34.37	13.33
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* SUTN2017-033 04/16/2021

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 20.00	0.00
-----------------	----------	------

CARPENTER.....	\$ 18.00	0.00
----------------	----------	------

CEMENT MASON/CONCRETE FINISHER...	\$ 20.25	0.00
-----------------------------------	----------	------

LABORER DEMOLITION.....	\$ 16.74 **	0.00
-------------------------	-------------	------

LABORER GRADE CHECKER.....	\$ 13.01 **	0.00
----------------------------	-------------	------

LABORER: Common or General.....	\$ 14.11 **	2.30
---------------------------------	-------------	------

LABORER: Mason Tender - Brick...	\$ 13.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.33 **	0.00
LABORER: Pipelayer.....	\$ 14.99 **	2.41
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.94	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.84 **	0.00
OPERATOR: Bulldozer.....	\$ 28.19	9.65
OPERATOR: Drill.....	\$ 26.50	4.09
OPERATOR: Forklift.....	\$ 15.00 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.70 **	0.00
OPERATOR: Roller.....	\$ 14.35 **	0.00
PAINTER (Brush and Roller).....	\$ 15.48 **	0.00
PIPEFITTER.....	\$ 29.54	12.41
PLUMBER.....	\$ 26.86	10.40
ROOFER.....	\$ 16.29 **	0.00
TILE FINISHER.....	\$ 14.00 **	0.00
TILE SETTER.....	\$ 19.65	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.28 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Bid opening

SETD Office October 23, 2024 1:30pm EST

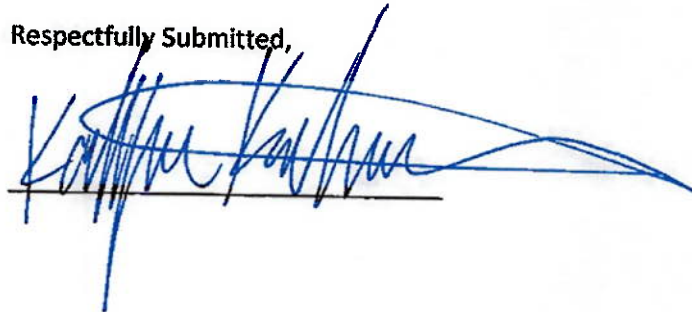
[illegible]

**City of Chattanooga, 2022 CDBG-CV Childcare Project
Bid Opening
Minutes
October 23rd 2024**

Bids were opened at 1:30 pm local time at the SETD Office in Chattanooga, TN by Katie Kortekaas, Project Administrator. All those in attendance are on the attached list. All bids are on the attached list. The apparent sole bidder was James Fisher Construction.

The Project Engineer will review bids and submit a Recommendation for Award to the Tennessee Department of Economic and Community Development and City of Chattanooga.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Katie Kortekaas', is written over a horizontal line. The signature is stylized with a large, sweeping flourish extending to the right.



City of Chattanooga

Mayor Tim Kelly

December 12, 2024

Mr. Kent Archer
Director
Office of Federal Programs
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 26th Floor
Nashville, Tennessee 37243-1102

Re: Approval of Bids for 2022 Chattanooga CDBG-CV Childcare Project

Dear Mr. Archer,

I am writing to formally notify you of the City of Chattanooga's decision regarding the bids received for the 2022 Chattanooga CDBG-CV Childcare Project. After thorough evaluation and consideration of the proposals, the City of Chattanooga is pleased to announce its intention to accept the following bids:

James Fisher Construction's bid of \$75,000.

We are confident that James Fisher Construction is well-equipped to meet the objectives and requirements of the project. Their bid aligns with the project's goals and budgetary constraints, and they have a proven track record of successfully completing projects of similar scope and complexity.

The City of Chattanooga looks forward to proceeding with the next steps in collaboration with James Fisher Construction and ensuring the successful completion of the 2022 Chattanooga CDBG-CV Childcare Project.

Thank you for your attention to this matter. Should you require any further information or documentation, please do not hesitate to contact Katie Kortekaas with the Southeast Tennessee Development District at kkortekaas@sedev.org.

Sincerely,

Tim Kelly
Mayor
City of Chattanooga

CC: Katie Kortekaas, SETD
Jill White, TNECD

12/20/24

Mr. Kent Archer
Director
Office of Federal Programs
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 26th Floor
Nashville, Tennessee 37243-1102

RE: 2022 Chattanooga CDBG-CV Childcare Creation Project

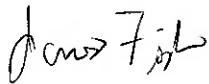
Dear Mr. Archer,

I am writing to confirm that the \$75,000 bid submitted by James Fisher Construction for the above-mentioned project remains valid and unchanged, despite the nearly 60 days that have passed since its submission. The terms, pricing, and conditions outlined in our original proposal still apply and are available for your review and acceptance.

Should you have any further questions or require additional information, please do not hesitate to reach out to me. We remain eager to move forward with this opportunity and are happy to discuss any aspects of the bid at your convenience.

Thank you for considering our proposal, and we look forward to the possibility of working on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "James Fisher". The signature is fluid and cursive, with the first name "James" and last name "Fisher" clearly distinguishable.

James Fisher, Owner
James Fisher Construction



Department of Economic and Community Development

Stuart McWhorter
Commissioner

Bill Lee
Governor

January 27th, 2025

The Honorable Tim Kelly
Mayor
101 East 11th Street
Chattanooga, Tennessee 37402

Re: 2022 Chattanooga CDBG-CV Child Care Creation- 21st Century Child Development and Learning Center, PO 15035

Dear Mayor Kelly:

On January 27th, 2025, ECD received the bid documentation, recommendation to award, and a contract amendment request for the above referenced project. ECD has reviewed the bid analyses, and they appear to be satisfactory; the review indicates James Fisher at \$75,000.00 is the apparent lowest bidder. A contract amendment is now needed to add the additional approved grant funds and process the needed budget revision.

This letter also confirms James Fisher of Tennessee as an eligible contractor. We have certified that this company has a registered and active Unique Entity ID (UEI) in the federal System for Award Management (SAM).

If the contract between the community and contractor is not signed within 90 days of this letter, the wage rates must be checked again and if they have changed, the new rates will apply.

Before construction can begin a pre-construction conference must be conducted. During this conference, please take thorough minutes and make sure that all parties have a complete understanding of the following items:

- The Davis-Bacon Act including how the wage rate decision applies; when each category of wages applies, applicability and payment of fringe benefits; apprentice and trainee pay; etc.
- The Contract Work Hours and Safety Standards Act and when overtime is required (any work over 40 hours a week) as well as how it is calculated.
- Weekly payroll submittal in the prescribed format including Weekly Statements of Compliance.
- Employee Interviews, their purpose, how often they will be completed and expectations for the employer and employees regarding the interviews.



Department of Economic and Community Development

Stuart McWhorter
Commissioner

Bill Lee
Governor

- Posters and Wage Decision to be posted. The labor posters are on our website (<http://www.tn.gov/ecd/CDBG>). Only the OSHA poster has to be a certain size (legal size); the others can be any size. Please print them in color. These posters must remain onsite through the duration of the project.
- Penalties and damages for failure to comply with the requirements. Discuss the Prime Contractor's responsibility for assuring that the subcontractors meet all the requirements. (The Prime must include provisions for requiring prevailing wages in all of the subcontracts.)
- Construction change orders and that ECD's written approval must be obtained prior to implementation on the job site.
- Section 3 requirements and goals, including an explanation of the Section 3 Worker Certification form, Section 3 Business Self-Certification form, and Section 3 Business Owner Certification form.

The Contractor and Subcontractor Activity Report form is required to be submitted and should be filed as contracts are awarded. Please have your administrator complete the form and electronically return the report to Jill White at Jill.White@tn.gov within 7 days of execution of the agreement with the contractor. If any additional subcontractors are added to the project, a new form must be submitted within 7 days of that subcontractor starting work.

If you have any questions concerning labor issues, please contact Jill White immediately so they can be resolved before problems occur.

Please submit the Notice of Start of Construction to the project representative at ECD within 7 days after the pre-construction conference is held.

If you have any questions, please call Jill White at (615) 981-7884.

Sincerely,

Lynn Tutor

Lynn Tutor
CDBG Assistant Director

LT:

cc: Katie Kortekaas
Reginald Ruff



Department of Economic and Community Development

Stuart McWhorter
Commissioner

Bill Lee
Governor

Jill White
Jasmine Miller

Exhibit C

Drawings and Specifications for Construction Work

SPECIFICATIONS
RENOVATION OF AN EXISTING CHILDCARE FACILITY.
CONSTRUCTION INCLUDES THE REMOVAL OF
EXTERIOR REAR STAIRS, INTERIOR FINISH
ELEMENTS, NEW INTERIOR FINISHES AND A NEW ADA
COMPLIANT RAMP INSTALLED ON THE REAR OF THE
BUILDING. NO MECHANICAL, ELECTRICAL OR
PLUMBING WORK IS REQUIRED.

Chattanooga, TN

List of Contracts
Contract No.
15035

ARCHITECT:
SRR & ASSOCIATES, PC
1027 M.L. KING BLVD
CHATTANOOGA, TN 37403
PROJECT CONTACTS:
REGINALD RUFF, III
DEMETRIUS SMITH



2507 BAILEY AVENUE, CHATTANOOGA, TN 37404

GENERAL NOTES

KEY PLAN

PROJECT DIRECTORY

DRAWING INDEX

APPLICABLE BUILDING CODES

BUILDING	INTERNATIONAL BUILDING CODE JOINT EDITION (EXCLUDING CHAPTER 11 AND SECTION 2411)
PLUMBING	INTERNATIONAL PLUMBING CODE JOINT EDITION
Mechanical	INTERNATIONAL MECHANICAL CODE JOINT EDITION
ELECTRICAL	NATIONAL ELECTRICAL CODE JOINT EDITION
ENERGY	INTERNATIONAL ENERGY CONSERVATION CODE JOINT EDITION OR
EXHAUST	INTERNATIONAL EXHAUST CONSERVATION CODE JOINT EDITION (GROUP A1, B1, A1.1 & A1.2)
FIRE	INTERNATIONAL FIRE CODE JOINT EDITION
ASBESTOS	INTERNATIONAL ASBESTOS BUILDING CODE JOINT EDITION (GROUP OF RULES RELATED TO ASBESTOS BUILDING)
ACCESSIBILITY	ADA STANDARDS FOR ACCESSIBLE DESIGN FOR BUILDINGS RETURNED TO COMPLIANCE WITH FENNER PUBLISHED
HAZARDOUS	HAZARDOUS MATERIALS HANDLING AND STORAGE CODE JOINT EDITION (STATE BUILDING, EDUCATIONAL, CULTURAL AND OTHER OCCUPANCY)

BUILDING INFORMATION

BUILDING DESCRIPTION - EXISTING: 1 LEVEL CHILDCARE FACILITY RECEIVING A RAMP ADDITION TO THE REAR OF THE BUILDING. THE EXTERIOR RAMP MATERIALS CONSIST OF WOOD.

BUILDING CONSTRUCTION TYPE (per IBC): IIIB

OCCUPANCY CLASSIFICATION (per LSC Ch. 6): E-EDUCATION

FIRE PROTECTION: NONSPARKING RD HAS FIRE ALARM SYSTEM

GENERATOR: F03

HIGH-RISE: 40

NUMBER OF STORIES: 1

TYPICAL FLOOR AREA: EXISTING 2,012 SF. WAMP ADDITION TO REAR

DATE OF BUILDING CONSTRUCTION: 1935

ARCHITECT'S SCOPE OF SERVICE

SRR & ASSOCIATES PC AS THE REGISTERED DESIGN PROFESSIONAL OF WORK IS ALSO RETAINED TO PERFORM THE DUTIES OF THE REGISTERED PROFESSIONAL AS REQUIRED BY CODE DURING THE CONSTRUCTION ADMINISTRATION PHASE OF THIS WORK. THE BUILDING OFFICIAL SHALL BE NOTIFIED IN WRITING BY THE OWNER IF THE REGISTERED DESIGN PROFESSIONAL IS CHANGED OR IS UNABLE TO CONTINUE TO PERFORM THE DUTIES.

PROJECT DESCRIPTION

TENANT SUITE RENOVATION IN EXISTING BUILDING CONSTRUCTION INCLUDES DEMOLITION OF EXISTING ELEMENTS, NEW PARTITIONS & FINISH MATERIALS, NEW LIGHTING & ELECTRICAL AND NEW MECHANICAL & PLUMBING.

SHEET NUMBER	SHEET NAME
--------------	------------

```

ARCHITECTURE
  Cnv2.1 : COVER SHEET
  Cnv2.2 : GENERAL SPECIAL MEASUREMENTS
  Cnv2.3 : LIFE SAVING PLAN
  Cnv2.4 : PROJECT INFORMATION
  D.1 : DESCRIPTION PLAN
  A.1 : LAYOUT PLAN

```



HOFFE, M. L. KISHINEV
CHERNOBYL, 1986

0423-8941/01/0004-0000\$05.00/0

© 2000 Blackwell Science Ltd
Journal of Internal Medicine 247: 391–397

<https://doi.org/10.1016/j.sbsbs.2020.100001>



No.	Date	Description
1	1954-12-15	...

[illegible]


(Project Name)

CHATTANOOGA CDBG
CHILD CARE FACILITY

2507 BAILEY AVENUE
CHATTANOOGA, TN 37404

FOR FINAL REVIEW

COVER SHEET

Station	
Drawn	
Checked	
Thickened	
As indicated Scale	
DRAWN BY PROJECT NO.	

GN-0.0.0

Drawing Number

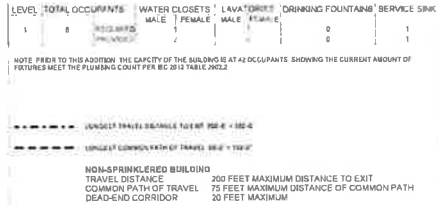
2020

PROJECT CODE SUMMARY



1 / LEVEL 1 LIFE SAFETY PLAN
2/16" = 1'-0"

PLUMBING REQUIREMENT



OCCUPANT LOAD SCHEDULES

OCCUPANT LOAD - SUMMARY				
USAGE TYPE	AREA	SF PER PERSON	CALCULATED LOAD (PER IN DEPT OF HUMAN SERVICES)	COMMENTS
LEVEL 1				
INSTITUTIONAL	125 SF	20	6	
	125 SF		6	

Code Analysis: Characterizing CD80 Qualitative Facility

- [illegible]

[illegible]

General Building Volume and Area

10. **Building a Linear Model**

PROBLEM: The building is to be replaced by a new one. It should be as good as new, and it should be as close to the old one as possible. The new building should be as close to the old one as possible. The new building should be as close to the old one as possible.

SOLUTION: The building is to be replaced by a new one. It should be as good as new, and it should be as close to the old one as possible. The new building should be as close to the old one as possible. The new building should be as close to the old one as possible.

4. **MSL 2 Type III** - The standard service is based on the full set of information systems, storage as provided by SAC/AT OIS and distribution to the units.

[illegible]

Case Report and Reference	Date of completion	Completed
1	10	10
2	10	10
3	10	10
4	10	10
5	10	10
6	10	10
7	10	10
8	10	10
9	10	10
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98	10	10
99	10	10
100	10	10

1975 *Journal of the Royal Society of Medicine* 68: 10-11

[illegible]

Partido Free-Languiers
234 373 with 5 others retained 7 weeks by anti-epileptic drugs in the following
Patients

241 Journal of the American Statistical Association 95(450):1031-1042, 1990. **MR 90g**
 242 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 243 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 244 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 245 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 246 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 247 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 248 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 249 Journal of the American Statistical Association 95(450):1031-1042, 1990.
 250 Journal of the American Statistical Association 95(450):1031-1042, 1990.

12. 300 232 (2002) *Chemically synthesized*. The capacity of *in vitro* in terms of agents compared to other plants, which is used for calculation by comparing the amount used and the amount consumed in a series of 100 mg/kg body of 22 normal subjects.

[illegible]

Assessment Measures of 4 years

(a) 1957 1958 State public measure of progress required. *Assessment measures of state's ability to provide adequate housing for its people in accordance with the state's plan of action.*

State Goals and Timelines

2010 2015 1 State of progress. The progress of the state's plan of action is subject to the state's plan of action.

[illegible][illegible]

doi:10.1016/j.sbsbs.2014.05.001

Characteristics of Community

103-426 15 1.5 11 000-0000 that children play in preschool, kindergarten, and other school settings purposes is a primary indicator of how the quality of the school environment affects the child's development. The purpose of this study is to examine the relationship between the quality of the school environment and the child's development. The study will be conducted in a large urban school district. The study will be conducted in a large urban school district. The study will be conducted in a large urban school district.

13.4.27 IF 2.3.2.2 Points Between and First Rail Parameters
Any point on a rail would not have a segment. Points on a line having no required index of rail for moving past them would be considered to be connected with a rail of the same color of the table.
① Rail to point: Rail from 0 to 1 for the segment connecting with 2, 3, 4, 5

13.4.28 IF 2.3.2.2 Color Limits
If every rail had its own color, changes are indicated by the color between rails. It is an assumption that the color changes are only for the lines within the same color group.

122-419	10 2 2 2 8	Summers Dears	66-231
		Every summer they have to be segregated to some opening of the school and that	
		the children are required to be in a room that is mostly accessible to one staff	
122-419		Accommodation of Negroes at Cayce	66-231
	10 2 2 2 8	He. students received at the end of the 24 9 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 9	

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 395–401

[illegible]

10. Each secretary shall in respect of the 10 days within the said 30 days after the said meeting, and in respect of the 10 days after the said 30 days, be entitled to receive the same rate of remuneration as the directors of the company.

[illegible]

SRR
& ASSOCIATES PC

10271 MILKING HEAD
CHATTANOOGA TSG 07400

423-266-0163
423-266-5631
<http://www.soc.alterpc.com/>

[illegible]

Project Name

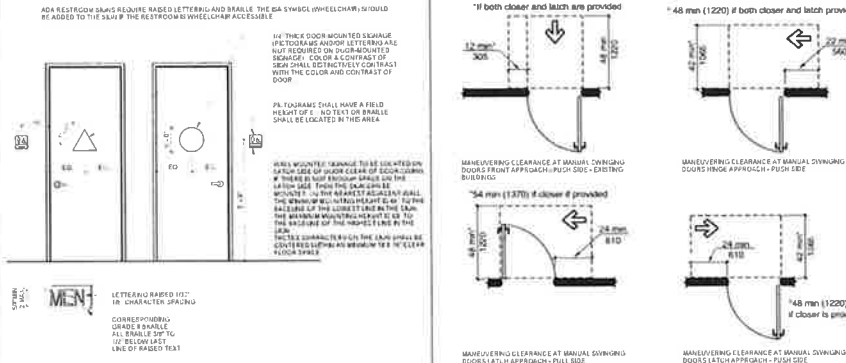
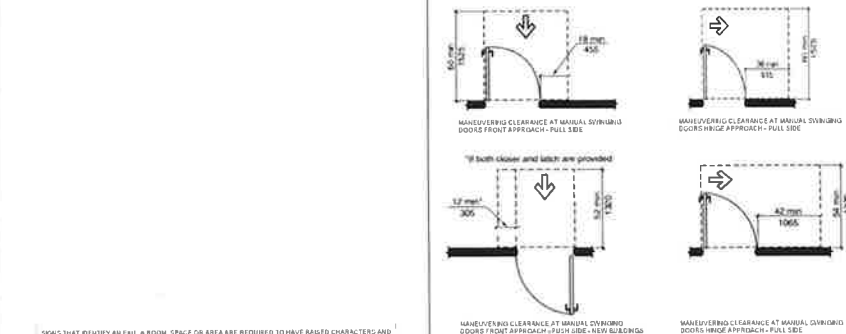
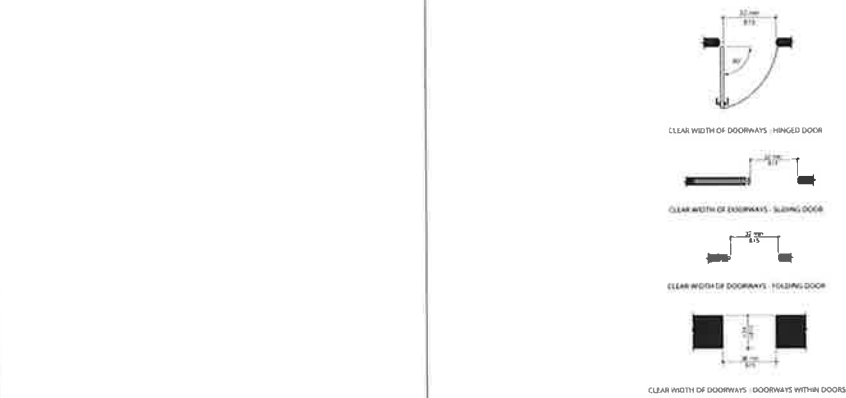
CHATTANOOGA CDBG
CHILDCARE FACILITY

2507 BAILEY AVENUE,
CHATTANOOGA, TN 37404

ISSUE
FOR FINAL REVIEW

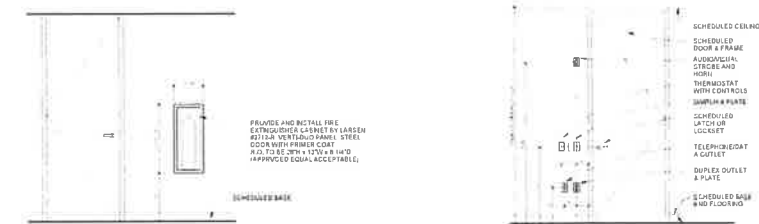
LIFE SAFETY PLAN

Author	<p>The drawing and all its data files are the property of GN-0.1.1 and shall remain the property of GN-0.1.1 and shall not be used for any other purpose without the written consent of GN-0.1.1.</p> <p>GN-0.1.1</p>
Drawn	
Checked	
Checked	
Assembled	
Field	
XXX-XXX XX	
Project No	Drawing Number

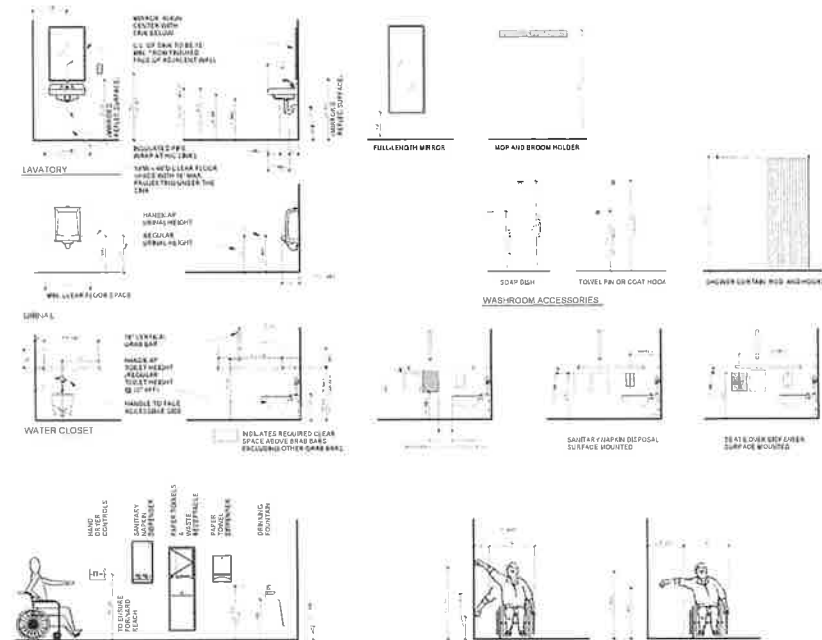


4 RESTROOM SIGNAGE DIAGRAM
1/2" = 1'-0"

3 DOOR CLEARANCES
3/8" = 1'-0"



2 TYPICAL FIRE EXTINGUISHER CABINET
1/2" = 1'-0"



1 TYPICAL REACH & HEIGHT
3/8" = 1'-0"



No.	Date	Description
1	08/14/2025	ISSUED FOR PERMIT

Project Name

CHATTANOOGA CDBG
CHILDCARE FACILITY

2507 BAILEY AVENUE,
CHATTANOOGA, TN 37404

ISSUE
FOR FINAL REVIEW

ADA AND TYPICAL
MOUNTING HEIGHTS

Author	Drawn	Checked	Reviewed
By	By	By	By
GN-0.2.1	GN-0.2.1	GN-0.2.1	GN-0.2.1



No.	Date	Description
1	12/15/2018	ISSUED FOR FINAL REVIEW

No.	Date	Description
1	12/15/2018	ISSUED FOR FINAL REVIEW

Project Name

CHATTANOOGA CDBG
CHILDCARE FACILITY

2507 BAILEY AVENUE,
CHATTANOOGA, TN 37404

ISSUE
FOR FINAL REVIEW

SITE PLAN

Author	Drawn	Checked	Scale	Project No.
Drawing Number				

A-0.1

200'-0"

134'-0"

EXISTING PLAYGROUND
NOT IN SCOPE

EXISTING
PLAYGROUND
NOT IN SCOPE

EXISTING CHILDCARE
FACILITY
NOT IN SCOPE

TRAVEL PATH FROM
CHILDCARE FACILITY
TO ACCESSIBLE
RESTROOM IN
ADJACENT CHILDCARE
FACILITY: 110'-0"

LIMITS OF
CONSTRUCTION

EXISTING GRAVEL
PARKING

EXISTING CHILDCARE
FACILITY

BAILEY AVENUE

1 LEVEL 1 SITE PLAN
1/8" = 1'-0"



Affiliate

SRR
& ASSOCIATES PC

1027 E. ML KING BLVD
CHATTANOOGA, TN 37403

PH: 423-266-0163

F: 423-266-0161

<https://srrassociatespc.com/>



No.	Date	Description
1	08/15/2018	Initial Design
2	08/15/2018	Revised Design
3	08/15/2018	Final Design

No.	Date	Description
1	08/15/2018	Initial Design
2	08/15/2018	Revised Design
3	08/15/2018	Final Design

Project Name:

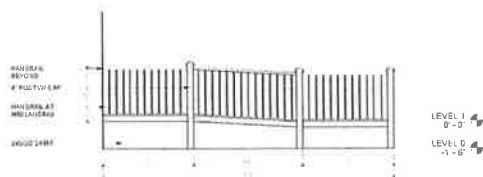
CHATTANOOGA CDBG
CHILDCARE FACILITY

2507 BAILEY AVENUE,
CHATTANOOGA, TN 37404

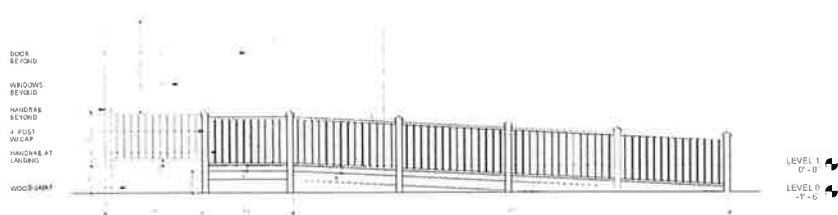
15%
FOR FINAL REVIEW

ELEVATIONS

Author	Arthur J. Smith
Drawn	Arthur J. Smith
Checked	Arthur J. Smith
Scale	1/8" = 1'-0"
XXX-XXXXX Project No.	2507-18-001
Drawing Number	A-7.1



3 EAST RAMP ELEVATION
3/8" = 1'-0"



2 NORTH RAMP ELEVATION
3/8" = 1'-0"



1 NORTH ELEVATION (W/O RAMP)
3/8" = 1'-0"

Exhibit D

Contractor's Certificate of Insurance



JAMEFIS-01

KSTEWART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2025

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 Athens Insurance 110 W. Washington Avenue Athens, TN 37303	CONTACT NAME: PHONE (A/C, No, Ext): (423) 745-3062 FAX (A/C, No): (423) 745-8888 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company INSURER B: Builders Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12572 10704

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	X 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			S2648467	7/8/2025	7/8/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>3,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000	MED EXP (Any one person)	\$	15,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	3,000,000	PRODUCTS - COMP/OP AGG	\$	3,000,000		\$	
EACH OCCURRENCE	\$	1,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000																										
MED EXP (Any one person)	\$	15,000																										
PERSONAL & ADV INJURY	\$	1,000,000																										
GENERAL AGGREGATE	\$	3,000,000																										
PRODUCTS - COMP/OP AGG	\$	3,000,000																										
	\$																											
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$		BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$																											
BODILY INJURY (Per person)	\$																											
BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td></td></tr><tr><td>AGGREGATE</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$		AGGREGATE	\$			\$													
EACH OCCURRENCE	\$																											
AGGREGATE	\$																											
	\$																											
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCV037780602	7/8/2025	7/8/2026	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	500,000	E.L. DISEASE - EA EMPLOYEE	\$	500,000	E.L. DISEASE - POLICY LIMIT	\$	500,000									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																												
E.L. EACH ACCIDENT	\$	500,000																										
E.L. DISEASE - EA EMPLOYEE	\$	500,000																										
E.L. DISEASE - POLICY LIMIT	\$	500,000																										
A	Equipment Floater			S2648467	7/8/2025	7/8/2026																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Chattanooga
Permit Office

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

Exhibit E

Contractor's Performance Bond

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

James Fisher DBA James Fisher Construction
1461 RAILROAD ST
DAYTON, TN 37321

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF CHATTANOOGA
2507 BAILEY AVE
CHATTANOOGA, TN 37404

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: March 14, 2025

Amount: \$75,000.00

Description (Name and location):

Deck & Ramp / New Window Trim

BOND

Date (Not earlier than Construction Contract Date): March 14, 2025

Amount: \$75,000.00

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
James Fisher DBA James Fisher Construction

Signature: _____

Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

American Insurance Managers, LLC
3595 KEITH ST NW
CLEVELAND, TN

SURETY

Company: (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: _____

Name and Title:
Gennady Kolesnikov, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

RECEIVED

NOV 11 1960

U.S. DEPT. OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

WASHINGTON, D.C. 20535

MEMORANDUM FOR THE DIRECTOR

FROM: SAC, NEW YORK

SUBJECT: [Illegible]

RE: [Illegible]

DATE: 11/11/60

CLASSIFICATION: [Illegible]

EXEMPTION: [Illegible]

FOIA b 7 - D

FOIA b 7 - C

FOIA b 7 - B

FOIA b 7 - A

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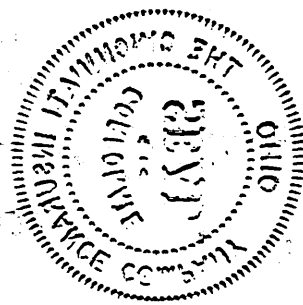
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NOV 11 1960

NOV 11 1960

- 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 5.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
- 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

James Fisher DBA James Fisher Construction

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

The Cincinnati Insurance Company

Signature: _____

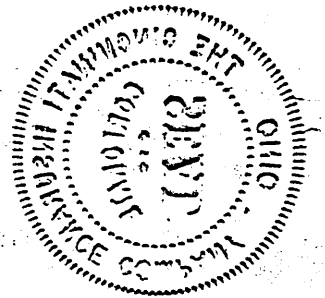
Name and Title:

Gennady Kolesnikov, Attorney-in-Fact

Address:

3595 Keith ST NW, Cleveland, TN 37312

THE UNIVERSITY OF CHICAGO
LIBRARY
1207 EAST 58TH STREET
CHICAGO, ILL. 60637
TEL. 733-7321
FAX 733-8328
WWW.CHICAGO.EDU



THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

James Fisher DBA James Fisher Construction
1461 RAILROAD ST
DAYTON, TN 37321

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF CHATTANOOGA
2507 BAILEY AVE
CHATTANOOGA, TN 37404

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: March 14, 2025

Amount: \$75,000.00

Description (Name and location):

Deck & Ramp / New Window Trim

BOND

Date (Not earlier than Construction Contract Date): March 14, 2025

Amount: \$75,000.00

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
James Fisher DBA James Fisher Construction

Signature: _____

Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

American Insurance Managers, LLC
3595 KEITH ST NW
CLEVELAND, TN

SURETY

Company: _____ (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: _____

Name and Title:

Gennady Kolesnikov, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
James Fisher DBA James Fisher Construction

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)
The Cincinnati Insurance Company

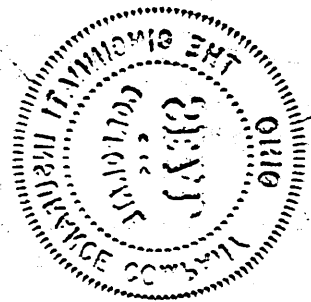
Signature: _____

Name and Title:

Gennady Kolesnikov, Attorney-in-Fact

Address:

3595 Keith ST NW, Cleveland, TN 37312



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Gennady Kolesnikov, Kimberly Suiter, Jimmy Suiter,

of CLEVELAND, TN

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Jantz

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this _____ day of _____



Scott R. Bolen

Assistant Secretary