

**Board Members:**

Charley Bible  
Shannon Coleman Egle  
Tiffany Gardner  
Dr. William Fox  
Terry Henley  
J. Ford Little  
Lou Moran, III  
Alvin Nance  
Lisa Rottmann  
Janet Testerman  
Dr. L. Anthony Wise, Jr.



**The Industrial Development Board of the County of Knox**

Regular Meeting  
Tuesday, June 9, 2026, 4:00 p.m.  
17 Market Square #201  
Knoxville, Tennessee 37902

**AGENDA**

- I. Call to Order
- ACTION** II. Approval of Minutes from Meeting on May 12, 2026
- III. Public Comment Period
- ACTION** IV. Review and Consideration of a Resolution to approve a Real Estate Purchase Agreement between West End Phase II Partnership and the Industrial Development Board of the County of Knox for Site 1 (Parcel ID 104 01506) located in Hardin Business Park at 0 Bertelkamp Lane, Knoxville, TN 37931, and a Conflict Waiver Agreement with Dennis Ragsdale
- ACTION** V. Review and Consideration of a Resolution to approve updated Landscape Maintenance Contract Documents between the Industrial Development Board of the County of Knox and MPB Facilities.
- ACTION** VI. Old Business
  - a) Report on project updates and approval of authorized signatures
  - b) Update and discussion related to the Project Dallas Parking Incentive
- VII. New Business
- VIII. Adjourn

**MINUTES OF THE REGULAR MEETING OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX**

May 12, 2026, 4:00 p.m.

The regular meeting of the Board of Directors of the Industrial Development Board of the County of Knox (the “Industrial Development Board” or “Board”) was held on Tuesday, May 12, 2026, at 4:03 p.m., pursuant to notice duly provided to the Directors and the public. The meeting was held at the offices of the Knoxville Chamber located at 17 Market Square #201, Knoxville, Tennessee 37902.

The following Directors were present at the meeting: Tiffany Gardner (Chair), Lou Moran, III (Vice Chair), Dr. L. Anthony Wise, Jr. (Secretary), Terry Henley, Shannon Coleman Egle, J. Ford Little, Dr. William “Bill” Fox.

Also, in attendance were Mac McWhorter (Knoxville Chamber), Karen Kakanis (Knoxville Chamber), Sherri Skrip (Knoxville Chamber) Samuel C. Louderback (Legal Counsel – Egerton, McAfee, Armistead & Davis, P.C.), Donita Walter (Paralegal – Egerton, McAfee, Armistead & Davis, P.C.), John Huber (Hopeful Housing, LLC), Abhishek Mathur (Priam Properties), and Phillip Vaughn (Priam Properties).

I. Call to Order. Tiffany Gardner, the Board’s Chair, called the Industrial Development Board meeting to order. The Agenda of the Industrial Development Board meeting is attached hereto as Exhibit A.

The Industrial Development Board then discussed the following matters and took the following actions as noted:

II. Approval of Minutes for the March 17, 2026 meeting of the Industrial Development Board.

The Chair of the meeting presented the Minutes of the regular meeting held on March 17, 2026.

Upon a motion by Mr. Henley and a second by Mr. Wise, the Minutes of the March 17, 2026 meeting of the Board were unanimously approved. A copy of the Minutes is attached hereto as Exhibit B.

III. Finance Report.

The Chair recognized Ms. Kakanis who addressed the Board and provided a presentation which included specifics regarding the Board’s financials and review of certain financial statements, including a balance sheet, a budget variance report, and an income statement. Discussion was had.

Upon a motion by Dr. Wise and a second by Mr. Henley, the Board unanimously voted to approve and adopt the Board's finance report. A copy of the finance report is attached hereto as Exhibit C.

IV. Public Comment Period.

The Chair stated that it was necessary to hold a public comment period required by Section 8-44-112 of the Tennessee Code Annotated. The Chair asked if there was anyone present from the public who wished to provide comments to the Board of Directors. The Chair noted that there was no one from the public present who wished to provide comments to the Board of Directors and then declared the public comment period closed.

V. Resolution of the Board of Directors of The Industrial Development Board of the County of Knox to adopt Charter and Bylaws for the Centerpoint Business Park.

The Chair recognized Mr. McWhorter, who provided an overview of the history with Centerpoint Business Park and the governing documents being proposed by the Association. Mr. McWhorter explained that the intent was to adopt these documents and hand over the management of the association to the property owners, since the Board will no longer own property in the park. Discussion was had.

Upon a motion by Mr. Henley and a second by Ms. Egle, the Board unanimously voted to approve the Resolution to adopt the Charter and Bylaws of the Centerpoint Business Park. A copy of the Resolution as approved is attached hereto as Exhibit D.

VI. Old Business.

- a.) Report on project updates and approval of authorized signatures.

Mr. McWhorter provided a report and overview of the documents that were executed by the Chair since the previous Board meeting. Upon a motion by Mr. Moran, and a second by Mr. Henley, the Board ratified the execution of the documents by the Chair as provided in the report on authorized signatures, which was included in the agenda packet.

- b.) Joint Report of the Nominating Committee for Board Member Nominations, Election of Officers, Committee Appointments

The Chair reported that the Nominating Committee had assembled to review the possible candidates for the Board Member Nominations. The Nominating Committee submitted the Joint Report of the Nominating Committees of The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox (the "Joint Report") for consideration by the Board, a copy of which is attached hereto as Exhibit E. The Joint Report includes nominations for the vacant Board positions, as well as officer and committee nominations for the upcoming year, to be effective as of July 15, 2026. Discussion was had.

Mr. Louderback explained that, per the Board's bylaws, the Board will send its nominations to County Commission, and that County Commission has the final say for all appointments. The Board advised Mr. McWhorter to include in the recommendation to County Commission the request to appoint someone to serve in Mr. Bible's position, which will become vacant due to his resignation to be effective as of July 15, 2026. Mr. Bible's term runs through July 15, 2028, so the Board needs County Commission to determine which appointee will fill Mr. Bible's partial term versus the other four vacancies, which will each be for a full six (6) year term.

Mr. Little made a motion to approve the officer and committee nominations as contained in the Joint Report, and to send the nominations contained in the Joint Report to County Commission. After being properly seconded by Ms. Egle, the Board unanimously voted to adopt the motion to approve the officer and committee nominations as contained in the Joint Report, and to send the nominations for the vacant Board positions contained in the Joint Report to County Commission.

VII. New Business. None.

VIII. Adjournment. No further business having come before the Board and upon motion duly made and seconded, the Board voted unanimously to adjourn the meeting at 4:20 p.m.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Secretary/Assistant Secretary

## EXHIBITS

- Exhibit A      Agenda – May 12, 2026
- Exhibit B      Minutes from March 17, 2026
- Exhibit C      Finance Report
- Exhibit D      Resolution of the Board of Directors of The Industrial Development Board of the County of Knox to Adopt Charter and Bylaws for the Centerpoint Business Park
- Exhibit E      Joint Report of the Nominating Committees of The Industrial Development Board of the County of Knox and The Health, Educational and Housing Facility Board of the County of Knox

DRAFT

## West End Phase II Partnership for Hardin Valley Business Park, Site 1

- The Partnership consists of Sam Michu and Tommy Vann
- Knox County Zoning Ordinance and the Hardin Business Park Design Guidelines call for retail development on sites with Hardin Valley Road frontage
- The Partnership purchased the adjacent site for a preschool and retail
- Purchase Price of \$196,000 is reflective of .98 acres of usable land at \$200,000 per acre
- Inspection Period – 180 days with two optional 90-day extensions
  - Long Inspection due to steep banked meandering stream through the center of the property that will need to be moved, piped, or otherwise addressed prior to development. Obtaining approval to alter “Waters of the State” can be lengthy.
- Termination of Sign Easement – the contract allows the developer to demolish and replace the existing monument sign. The new sign will require the approval of the Design Review Board.

**RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX**

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*AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT WITH WEST END PHASE II PARTNERSHIP FOR PARCEL ID 104 01506 AT HARDIN BUSINESS PARK LOCATED AT 0 BERTELKAMP LANE AND A CONFLICT WAIVER AGREEMENT WITH DENNIS RAGSDALE*

**PURCHASE AGREEMENT**

**WHEREAS**, The Industrial Development Board of the County of Knox (the “IDB”) is a nonprofit public corporation organized by Knox County as an industrial development board pursuant to Tenn. Code Ann. §7-53-301 et seq. (the “Act”) and as such is a public instrumentality of Knox County performing a public function;

**WHEREAS**, the IDB is an instrumentality formed by Knox County, Tennessee under Tenn. Code Ann. §§7-53-101, et seq. and is authorized thereunder to acquire, own, lease, and dispose of certain real and personal properties, in order to (i) maintain and increase employment, (ii) promote and develop trade, new industry, and commerce, and (iii) induce manufacturing, industrial, governmental and commercial ventures to remain or locate in the State of Tennessee; and

**WHEREAS**, the IDB owns in fee approximately 4.39 acres of real property located in Knox County, TN and known as Parcel ID 104 01506 at Hardin Business Park located at 0 Bertelkamp Lane (the “Property”); and

**WHEREAS**, the IDB desires to enter into that certain Real Estate Purchase Agreement (“Purchase Agreement”), with West End Phase II Partnership (“Buyer”) for the purchase/sale of the Property; and

**WHEREAS**, Dennis Ragsdale represents the IDB with respect to real estate matters, and also represents the Buyer in connection with the potential acquisition and financing of the Property, as well as the lender in connection with a potential loan to the Buyer; and

**WHEREAS**, the IDB has been informed of and acknowledges that potential conflicts of interest may arise from Mr. Ragsdale’s representation of multiple parties in connection with the transfer of the Property, and Mr. Ragsdale has requested that the IDB enter into that certain Conflict Waiver Agreement (“Conflict Waiver”) whereby the IDB will consent to Mr. Ragsdale’s continued representation of such parties notwithstanding any such potential conflicts; and

**WHEREAS**, there has been submitted to the IDB at a regular called meeting on June 9, 2026, a copy of the Conflict Waiver and the Purchase Agreement which set forth all of the proposed terms of the transfer of the Property and the transactions related thereto, a copy of which shall be filed with the records of the Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Industrial Development Board of the County of Knox (“Board”) as follows:

1. It is hereby found and determined that the sale of the Property to Buyer will promote the economy and development in the State of Tennessee and Knox County, Tennessee and the welfare of the citizens thereof.

2. The form and substance of the Conflict Waiver and the Purchase Agreement as presented to the IDB are hereby approved. The Chair or Vice Chair of the IDB is hereby authorized and directed to execute, and, if requested, its Secretary or Assistant Secretary is hereby authorized to attest, and either is authorized and directed to deliver the Conflict Waiver and the Purchase Agreement to each party thereto in substantially the form presented to the IDB together with such changes as may be approved by legal counsel to the IDB and the officers executing such Conflict Waiver and Purchase Agreement.

3. The officers of the IDB are, and each of them is, furthermore hereby authorized to do all acts and things and execute and attest all documents, from time to time, as may be deemed necessary by legal counsel to the IDB to carry out and comply with the provisions of the Conflict Waiver, the Purchase Agreement, and this Resolution, including, without limitation, execution, delivery and acceptance of any and all agreements, instruments, deeds, and other documents as legal counsel to the IDB shall deem necessary and convenient to evidence the transfer of the Property and the other transactions described in the Purchase Agreement (“Transaction Documents”). The form of all such Transaction Documents must be acceptable to legal counsel to the IDB.

4. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

5. All other acts of the officers of the IDB which are in conformity with the purposes and intent of this resolution are hereby approved and confirmed.

6. This resolution shall remain in effect until expressly revoked or amended by a subsequent resolution of the IDB.

ADOPTED: June 9, 2026

*[The remainder of this page intentionally left blank.]*

Presented at this meeting of the Board, held on June 9, 2026, and passed and approved on the same date.

**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE COUNTY OF KNOX**

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Chair/Vice Chair

Dated: June 9, 2026

CERTIFICATE

As Secretary/Assistant Secretary of The Industrial Development Board of the County of Knox, I hereby certify that the above Resolution was presented at the meeting of the Board of Directors of said corporation on the 9<sup>th</sup> day of June, 2026; that a quorum was present; that the vote on the adoption of the Resolution was taken openly and the Board of Directors duly approved the resolution; that said meeting was held at a specified time and place; that notice was duly given, and that the meeting was called and held in strict accordance with the provisions of the charter and bylaws of said corporation and in accordance with applicable law.

**IN WITNESS WHEREOF**, I have executed this Certificate, this 9<sup>th</sup> day of June, 2026.

\_\_\_\_\_  
Secretary/Assistant Secretary

**REAL ESTATE PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF KNOX COUNTY**, a public body corporate and politic and an instrument of Knox County, Tennessee ("Seller") and **WEST END PHASE II PARTNERSHIP**, a Tennessee general partnership ("Purchaser").

**RECITALS:**

Seller owns certain property in the area of Knox County, Tennessee and desires to sell parcels for business development and expansion. Purchaser desires to purchase a parcel of approximately 4.39 acres in Hardin Business Park depicted on Exhibit A.

In consideration of the promises hereinafter contained, the parties hereto hereby agree as follows:

**ARTICLE ONE**

**SALE**

Subject to the terms, conditions and provisions set forth below, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller all of Seller's right, title and interest in and to the parcel of land in Knox County, Tennessee, as shown in Exhibit A hereto, together with all improvements thereon, and all easements, rights and appurtenances thereto (the "Subject Property").

**ARTICLE TWO**

**REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER**

To induce the Purchaser to enter into this Agreement, Seller makes the representations, warranties and covenants hereinafter contained in addition to the representations, warranties and covenants elsewhere contained in this Agreement, each of which is material to and is relied upon by Purchaser. Seller represents, warrants and covenants as follows:

**Section 2.1. Title to Subject Property.** Seller is the sole owner of good, fee simple, marketable title to all of the Subject Property, subject to (i) real property taxes for 2026 and subsequent years, and (ii) covenants, restrictions and

setback lines of record in the Register's Office for Knox County, Tennessee, including, but not limited to Hardin Business Park Amended and Restated Design Standards and Restrictive Covenants dated October 9, 2014 (the "Covenants and Restrictions").

**Section 2.2. Hazardous Materials.** To the best of Seller's actual knowledge and except as provided in the Phase 1 Environmental Report dated October 12, 2012, prepared by S&ME, Inc. (a copy of which has been delivered to Purchaser), no pollutant, contaminant, hazardous waste, or toxic substance (the "Contaminants") has been released, stored, or disposed on the Subject Property in violation of any Environmental Regulations (as defined below), the Subject Property has been operated in compliance with all applicable federal, state, and local laws and regulations concerning environmental matters and hazardous wastes or toxic substances, including but not limited to RCRA, CERCLA, SARA, and any other or similar environmental law (the "Environmental Regulations"), and (ii) although Seller has conducted no independent investigation and has commissioned no environmental studies of the Subject Property, the Seller has no actual knowledge of the presence of any Contaminants on the Subject Property in forms or concentrations that violate any Environmental Regulations.

**Section 2.3. Not a Foreign Person.** Seller is not a "Foreign Person" as defined in the Internal Revenue Service Code Withholding Section.

### **ARTICLE THREE**

#### **PURCHASE PRICE**

The purchase price (the "Purchase Price") to be paid by Purchaser for all of the Subject Property shall be One Hundred Ninety-Six Thousand Dollars (\$196,000.00), which is based on Two Hundred Thousand Dollars (\$200,000.00) per usable acre and the usable acreage of 0.98, as calculated in the Potential Developable Area Plan by Sprinkle Engineering LLC, depicted in Exhibit A, provided that if the Survey described in Section 5.2 shows a different useable average calculation for the Subject Property in its current condition that is acceptable by the parties in their reasonable discretion, the Purchase Price shall be adjusted to \$200,000.00 per usable acre as shown on the Survey. The Purchase Price shall be payable as follows:

(a) Within five (5) business days after execution of this Agreement, Purchaser shall deposit the sum of Ten Thousand Dollars (\$10,000.00) (the "Earnest Money") with Appalachian Title Company, LLC (the "Escrow Agent") which shall be applied to the Purchase Price at Closing;

(b) At Closing, Purchaser shall pay to Seller the balance of the Purchase price in immediately available funds, subject to credit for the Earnest Money and closing prorations.

#### **ARTICLE FOUR**

#### **PRE-CLOSING EXAMINATIONS, INSPECTIONS, STUDIES AND TESTS**

**Section 4.1. Physical Tests and Studies.** Within fifteen (15) business days after the execution of this Agreement, Seller will deliver to Purchaser copies of all title insurance policies, surveys, environmental reports, geotechnical reports and real estate tax bills, related to the Subject Property which are available to Seller. Purchaser and its representatives shall have the right, at Purchaser's sole cost, expense and risk, to conduct such physical tests and studies of the Subject Property and obtain such samples thereof as the Purchaser may deem appropriate, including without limitation intended, soils tests, groundwater tests, waste water system tests and inspections, engineering inspections, hazardous substances tests and inspections and air quality tests. Purchaser shall promptly repair any damage to the Subject Property which may result from the exercise of Purchaser's rights under this Section 4.1 and shall indemnify and save Seller harmless from and against any claims relating to personal injury, property damage and mechanics liens arising from Purchaser's activities under this Section 4.1. The foregoing indemnity shall survive Closing or the termination of this Agreement.

**Section 4.2. Right to Terminate.** Purchaser shall have the right to terminate this Agreement for any reason without any liability or obligation under this Agreement, by notice given to the Seller during the period commencing on the date of execution of this Agreement and ending one hundred eighty (180) days after the date of this Agreement (the "Inspection Period"). Purchaser shall have the right to extend the Inspection Period for two (2) ninety (90) day periods prior with written notice to Seller prior to the expiration of the initial inspection period or the

first ninety day extension period, if applicable. In the event Purchaser does not terminate this Agreement as provided in this Section 4.2, the Earnest Money shall be nonrefundable unless Purchaser terminates under Section 7.2 or Section 9.1.

**Section 4.3. As Is.** Purchaser acknowledges and agrees that, except as otherwise expressly set forth herein, Seller has not made and will not make any representations or warranties, express or implied, pertaining to the Subject Property, its condition or any other matters whatsoever, and that Purchaser will be relying solely on its own inspections and investigations with respect to the Subject Property its condition and all other matters whatsoever. In addition, Purchaser acknowledges and agrees that the Subject Property will be purchased and will be conveyed "as is, where is," with all faults and defects, whether patent or latent, as of the Closing Date.

**Section 4.4. Easements, Covenants and Restrictions.** During the Inspection Period, the parties shall, in good faith, review and negotiate the terms of the easements, covenants and restrictions (collectively, the "ECR") establishing rights and obligations for the development and operation of the Subject Property substantially as shown on the Development Plan which will be completed and mutually agreed to by both Parties prior to the excavation and commencement of installation of foundations or the commencement of the realignment or piping of the surface water (as defined in Section 7.3).

**Section 4.5. Existing Sign; Monument Sign.** Seller owns the portion of the Subject Property that is subject to a sign easement, located on the portion of the Subject Property that is located at the northwest corner of the intersection of Hardin Valley Road and Bertlekamp Lane (the "Sign Easement"), has installed a sign on the Subject Property. Seller has agreed to terminate the Sign Easement. Purchaser shall remove the existing monument sign as long as Purchaser installs a new monument sign on the Subject Property at Purchaser's sole cost. Seller shall have final approval of said monument sign.

## **ARTICLE FIVE**

### **SURVEY, TITLE, HAZARDOUS SUBSTANCE REPORT, ACCESS**

**Section 5.1. Title Insurance Commitment/Policy.** Before the expiration of the Inspection Period, Purchaser may obtain, at Purchaser's option and expense, and deliver to Seller, a current title insurance commitment (the "Commitment") for an

owner's extended coverage policy of title insurance (the "Title Policy"), on an ALTA Form acceptable to Purchaser from a title insurance company acceptable to Purchaser (the "Title Insurance Company"), in the amount of the Purchase Price, insuring Purchaser as the owner of fee simple title to the Subject Property subject only to the Permitted Encumbrances (as defined in Section 5.4).

**Section 5.2. Survey.** Before the expiration of the Inspection Period, the Purchaser shall obtain, at the Purchaser's expense, a survey of the Subject Property (the "Survey"). The Survey shall be delivered to Seller prior to the expiration of the Inspection Period, and Seller shall notify Purchaser of any objections within ten (10) days after such delivery. The Survey, as approved by Seller, will establish the boundaries and acreage of the Subject Property.

**Section 5.3. Hazardous Materials Report; Termite Report.** Purchaser may, at Purchaser's option and expense, obtain on or before the expiration of the Inspection Period, a Phase I Environmental Survey (the "Environmental Survey") of the Subject Property, and if necessary, a Phase II Environmental Survey. The Environmental Survey shall be addressed to both Seller and Purchaser, and a copy of the Environmental Survey shall be delivered to Seller.

**Section 5.4. Purchaser's Objections.** If the Purchaser has any objection to the Commitment, the Survey or the Environmental Report, or the state of title or facts reflected in the Commitment, the Survey or the Environmental Report, the Purchaser shall give the Seller written notice (the "Objection Notice") of such objection at least ten (10) days before the expiration of the Inspection Period. The Seller shall have the right, but not the obligation, (i) to cure any title defect or eliminate any exception in the Commitment to which the Purchaser objects; (ii) to correct any state of facts shown on the Survey to which Purchaser has objected; or (iii) to address the conditions disclosed in the Environmental Report in a manner satisfactory to Purchaser. Seller shall notify Purchaser if Seller is unable or unwilling to take the remedial action within ten (10) days. If the Seller is unable or unwilling to cure or eliminate or correct as requested in an Objection Notice, within ten (10) days after the Objection Notice is given, the Purchaser shall elect to either (i) waive such defects, exceptions or state of facts and accept title to the Subject Property subject to such defects, exceptions or state of facts without reduction of the Purchase Price (except that Purchaser shall be entitled

to satisfy any monetary liens or encumbrances out of the Purchase Price at Closing) or (ii) terminate this Agreement whereupon, the parties shall have no further rights or obligations hereunder. Should Purchaser elect to accept title, survey and environmental conditions based upon the above-noted reports, the Purchaser shall notify the Seller in writing of such acceptance. Purchaser's failure to give such notice to Seller within thirty (30) days after the Objection Notice has been given shall be deemed to be an election by Purchaser to terminate this Agreement. All matters of title and survey to which Purchaser fails to object within the time period specified above, and all such matters to which the Purchaser has objected, but has waived such objections under clause (i) of the fourth preceding sentence, shall be deemed to be "Permitted Encumbrances."

## **ARTICLE SIX**

### **CLOSING**

**Section 6.1. Closing Date.** The consummation of the purchase and sale of the Subject Property herein contemplated (such consummation being herein referred to as the "Closing" and the date thereof being referred to as the "Closing Date") shall take place no later than 30 days after the expiration of the Inspection Period. Purchaser may, at its option, waive any conditions to Closing and close at any time with at least five (5) days prior written notice of the Closing Date. Purchaser may, at its option, extend the Closing Date for thirty (30) days by written notice to Seller given no later than fifteen (15) days after the expiration of the Inspection Period.

**Section 6.2. Place of Closing.** The Closing shall take place in Knoxville, Tennessee in such manner (including exchange of documents via the mail), as may be designated by Purchaser in the notice given under Section 6.1 or as mutually agreed upon by Seller and Purchaser.

## **ARTICLE SEVEN**

### **CONSUMMATION OF SALE AND CONDITIONS TO CLOSING**

The Closing shall be consummated as follows:

**Section 7.1. Seller's Deliveries and Conditions to Purchaser's Obligations.** Seller shall deliver to Purchaser at

the Closing the following documents dated as of the Closing Date, the delivery, content and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

(a) **Special Warranty Deed.** A special warranty deed, in form and substance satisfactory to Purchaser, with full covenants of title, in recordable form duly executed by Seller and conveying to Purchaser good, fee simple, and insurable marketable title to the Subject Property with the legal description provided in the Survey, as applicable, subject only to the Permitted Encumbrances; and

(b) **Owner's Affidavit.** An Affidavit in form satisfactory to the Title Company, stating that all bills have been paid for any improvements to the Subject Property and sufficient to allow the Title Company to remove any "standard" exceptions contained in the Commitment;

(c) **Authority of Seller.** Documentation (including resolutions, if applicable) in form and substance satisfactory to Purchaser evidencing the fact that Seller has the full and unrestricted lawful power to enter into and carry out the terms of this Agreement and execute and deliver the documents described herein; and

(d) **Non-Foreign Statement.** A sworn statement that Seller is not a "foreign person" or a non-resident alien as defined by the Internal Revenue Code and the regulations promulgated thereunder in the form required by Treas. Regs. Section 1445; and

(e) **Releases.** Releases of any deeds of trust or liens on the Subject Property.

**Section 7.2. Further Conditions to Purchaser's Obligations.** The following conditions must occur and/or be satisfied as an additional condition precedent to Purchaser's obligation to consummate the purchase and sale herein contemplated (unless waived by Purchaser) and if such conditions are not met to the satisfaction of Purchaser, the Purchaser may terminate this Agreement:

(a) Purchaser shall be able to obtain, at Purchaser's cost, the Title Policy as described in Section 5.1;

(b) There shall be no condemnation or eminent domain proceedings pending or threatened against the Subject Property or any part thereof and neither party shall have received any notice, written or oral, of the desire of any public authority or other entity to take or use the Subject Property or any part thereof.

**Section 7.2B. Condition to Seller's Obligations.** The Seller's obligation to consummate the sale of the Subject Property is subject to its Board of Directors approving this Agreement. Seller shall use its best efforts to obtain such approval, but if this Agreement has not been approved by Seller's Board of Directors prior to the end of the Inspection Period, Seller may terminate this Agreement and the Earnest Money shall be delivered to the Purchaser.

**Section 7.3. Purchaser's Covenants.** Purchaser acknowledges that Seller has agreed to sell the Subject Property to the Purchaser based on the economic impact of Purchaser's plans for development. At Closing, the parties shall execute such agreement(s) (collectively, the "Development Agreement") as may be necessary to confirm the terms, conditions and understandings that if Purchaser does not commence construction as evidenced by the excavation and commencement of installation of foundations or the commencement of the realignment or piping of the surface water, within 36 months after the Closing Date, Seller or its designee shall have the right to repurchase the Subject Property on 30 days notice to Purchaser for a sum equal to ninety five percent (95%) of the Purchase Price, in which event, the Purchaser shall convey the Subject Property to the Seller or its designee by special warranty deed, subject only to the Permitted Encumbrances and the Purchaser shall pay any transfer tax and recording cost relating to such conveyance.

**Section 7.4. Purchaser's Other Deliveries.** At the Closing, Purchaser shall deliver to Seller immediately available funds for the balance of the Purchase Price (adjusted for the prorations provided in Article 8) and shall execute and record the ECR as approved by Seller.

**Section 7.5. Title Insurance Premiums; Documentary Transfer Fees and Taxes; Survey Cost.** Purchaser shall pay all state transfer fees and taxes and recording costs imposed on or in connection with the conveyance of the Subject Property. Purchaser shall pay all premiums and other costs associated with the Title Policy and the Commitment, and the costs of the

Survey. Seller and Purchaser shall each pay ½ of the cost of any closing escrow fee.

**Section 7.6. Real Estate Commission.** Seller and Purchaser each warrant to the other that no other broker or agent has been engaged by it in connection with the negotiation and/or consummation of this Agreement, and each hereby indemnifies and holds the other harmless from and against any and all claims of any broker or agent so claiming.

**Section 7.7. Costs of the Parties.** All costs or expenses of performance of obligations hereunder and the consummation of the transactions contemplated herein which have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense.

## **ARTICLE EIGHT**

### **CLOSING ADJUSTMENTS AND APPORTIONMENTS.**

All of the items of income and expense mentioned in this Article 8 shall be apportioned or adjusted between the Seller and the Purchaser. All apportionments and adjustments shall be made as of 11:59 P.M. on the Closing Date, except those items which are not susceptible of determination on the Closing Date or which this Article 8 expressly provides are to be determined on a subsequent date, which shall be apportioned or adjusted after the Closing, but computed as of the Closing Date. To the extent that the apportionments and adjustments at the Closing are not based upon final figures or there are any errors or omissions in the calculation or determination thereof, promptly after notice of such final figures or errors or omissions, the Parties shall readjust or reapportion and make the payment required as a result thereof.

## **ARTICLE NINE**

### **DEFAULT; REMEDIES ON DEFAULT**

**Section 9.1. Default; Liquidated Damages.** Purchaser and Seller acknowledge that it would be extremely impracticable and difficult to ascertain the actual damage which would be suffered by Seller if Purchaser fails to consummate the purchase and sale contemplated herein (for any reason other than Seller's failure, refusal or inability to perform any of Seller's covenants and agreements hereunder or the failure of any other of the

conditions to Purchaser's obligation to close hereunder). Based on all those considerations, Purchaser and Seller have agreed that the damage to Seller would reasonably be expected to amount to the Earnest Money.

Accordingly, if Seller has performed its covenants and agreements hereunder but Purchaser has breached its covenants and agreements hereunder and has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, then Escrow Agent shall pay the Earnest Money to Seller as full and complete liquidated damages. Upon Seller's receipt of such payment, as above provided, no party to this Agreement shall have any liability to any other party to this Agreement; and this Agreement shall in its entirety be deemed null, void and of no further force and effect, provided that the indemnity set forth in Section 4.1 shall survive. In that regard, Seller may recover from Purchaser any Earnest Money with Purchaser has failed to deliver to Escrow Agent in accordance with the terms of this Agreement.

If Seller has breached any of its covenants and/or agreements under this Agreement and/or has failed, refused or is unable to consummate the purchase and sale contemplated herein by the Closing Date, Purchaser shall be entitled to seek and obtain specific performance, or to terminate this Agreement, in which event Escrow Agent shall return the Earnest Money to Purchaser and the Purchaser shall be entitled to recover from Seller its actual out-of-pocket costs and expenses up to a maximum of Ten Thousand Dollars (\$10,000.00).

**Section 9.2. Termination.** In the event this Agreement is terminated for any reason, Purchaser shall deliver to Seller within ten (10) days after such termination all copies and originals of documents delivered by Seller to Purchaser before, on or after the date hereof with respect to the Subject Property, together with all copies and originals of all surveys, engineering reports, inspection reports, cost estimates, site plans and all documentation obtained by or on behalf of Purchaser with respect to the Subject Property. The foregoing requirement to deliver such documents, surveys, engineering reports, inspection reports, cost estimates, site plans and documentation shall survive such termination.

**ARTICLE TEN**

**MISCELLANEOUS PROVISIONS**

**Section 10.1. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

**Section 10.2. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

**Section 10.3. Waiver; Modification.** Failure by Purchaser or Seller to insist upon or enforce any of their rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of Purchaser's rights to insist upon strict compliance with the provisions hereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

**Section 10.4. Governing Law.** This Agreement shall be governed by and construed under the laws of Tennessee.

**Section 10.5. Article Headings.** The article headings as herein used are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any Article.

**Section 10.6. Date Hereof.** For purposes of this Agreement, the date hereof shall mean the latest date of execution of this Agreement by all parties hereto.

**Section 10.7. Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. All such counterparts shall collectively constitute a single agreement.

**Section 10.8. Time of Essence.** TIME IS OF THE ESSENCE OF THIS AGREEMENT.



or to such other address as may have been furnished to Seller in writing by Purchaser.

(b) If to Seller: 17 Market Square  
No. 201  
Knoxville, TN 37902-1405  
Attn: Mac McWhorter

or to such other address as may have been furnished to Purchaser in writing by Seller.

Any such notice, request, consent or other communication shall be deemed to be sufficiently given or served for all purposes when presented personally or when sent by overnight courier service or by registered or certified U.S. Mail, postage prepaid, to any party hereto at the address set forth above or at such other address as any party shall subsequently designate in writing. Notwithstanding the foregoing, no change of address from the addresses set forth above shall be effective until notice of such change of address is actually received by the parties to whom said notice has been sent.

**ARTICLE TWELVE**  
**ESCROW AGENT**

Escrow Agent shall serve as Escrow Agent hereunder without remuneration other than reimbursement of out-of-pocket expenses to be paid by Seller. Escrow Agent shall have the right to disburse the Earnest Money to Purchaser or Seller upon written notice from the parties. The parties hereto hereby acknowledge that the Escrow Agent shall have no liability to any party on account of its failure to disburse the Earnest Money; and, in the event of any dispute as to who is entitled to receive the Earnest Money and interest earned thereon, if any, Escrow Agent shall have the right to retain the funds and disburse them in accordance with the final order of a court of competent jurisdiction or to deposit the Earnest Money with said court, pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository of the Earnest Money and shall only be otherwise liable in the event of its gross or negligence or willful misconduct. If the Purchaser furnishes its taxpayer identification number, Escrow Agent shall keep all Earnest Money in an escrow account and any interest shall be credited to Purchaser and applied against the Purchase Price.



**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals as of the day and year first above written.

**WITNESS:**

**"PURCHASER":**

WEST END PHASE II PARTNERSHIP,  
a Tennessee partnership

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WITNESS:**

**"SELLER"**

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF KNOX

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

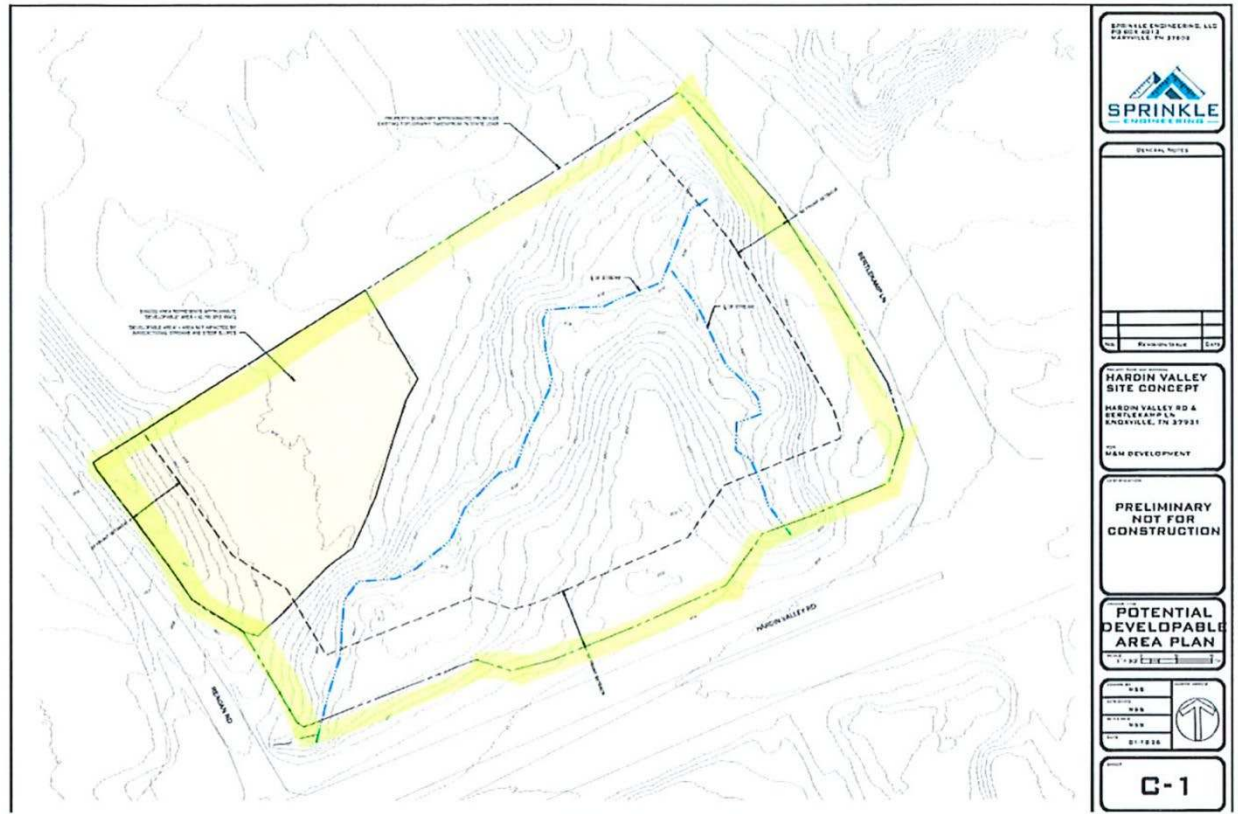
The undersigned has executed this Agreement solely to confirm its acceptance of the duties of Escrow Agent as set forth herein this \_\_\_ day of \_\_\_\_\_, 2026.

APPALACHIAN TITLE  
COMPANY, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
DEPICTION OF SUBJECT PROPERTY



\_\_\_\_\_, 2026

The Industrial Development  
Board of the County of Knox  
c/o Mac McWhorter  
17 Market Square  
Knoxville, TN 37902

Mr. Tommy Vann  
West End Phase II President  
124B West End Avenue  
Knoxville, TN 37934

Mr. Eric Schmittou  
Pinnacle Financial Partners  
1111 Northshore Drive  
Suite S-800  
Knoxville, TN 37919

Re: Proposed Sale of Property consisting of Approximately 4.39 acres in Hardin Valley Business Park by The Industrial Development Board of the County of Knox ("Seller") to West End Phase II Partnership or affiliated assigns ("Buyer"), and Financed by Pinnacle Bank ("Lender") as Provided in Real Estate Purchase Agreement between Seller and Buyer (the "Purchase Agreement")

Gentlemen:

This is to confirm this firm's engagement and role as legal counsel in connection with the sale and financing of the Property. This letter will acknowledge Dennis Ragsdale's prior and ongoing engagement as legal counsel to Seller in connection with the Property and other matters and Dennis Ragsdale's prior and ongoing representation of Buyer and its affiliates on various matters. In addition, Dennis Ragsdale has represented the Lender on various loan transactions. The parties have requested that (a) Dennis

Ragsdale represent the Seller in connection with the potential sale of the Property, (b) Dennis Ragsdale represent the Buyer in connection with the potential acquisition and financing of the Property and (c) Dennis Ragsdale represent the Lender in connection with the potential loan from Lender to Borrower.

In these roles, we intend to represent the parties in the capacities described above and to use our best efforts and professional judgement in doing so. We will review and draft documents and to address business points which are negotiated between the parties. Although we will strongly endeavor to maintain the confidence of the respective parties and we will use our best professional judgement in providing legal advice and services, potential and actual conflicts of interest may arise. In connection with our agreeing to serve as counsel in these roles, we have discussed the foregoing matters with the parties, as well as the potential and other conflicts of interest which may exist or may arise in connection with our serving as counsel in the capacities described in this letter. Notwithstanding the existence of such potential and other conflicts of interest with respect to such matters, the parties have consented to our serving as counsel, as evidenced by their respective signatures below. Such mutual and informed consent by the undersigned parties after their careful evaluation for the need of independent counsel with respect to the potential sale and financing of the Property, particularly in light of the aforesaid said conflicts of interest with respects to this firm. In addition, we remind and encourage you to consult and retain independent counsel at any time.

This will confirm that in the event of a dispute arises between the parties in connection with the sale or financing of the Property, the Buyer will seek other counsel, but in the event of litigation or other dispute resolution proceeds, we shall represent neither party.

By your signature below, you consent to this firm's representation of the parties in the capacities described herein.

Page 3

Respectfully yours,

LONG, RAGSDALE & WATERS, P.C.

By: \_\_\_\_\_  
Dennis B. Ragsdale

**ACCEPTED AND AGREED TO:**

THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE COUNTY OF KNOX

By: \_\_\_\_\_

Its: \_\_\_\_\_

WEST END PHASE II PARTNERSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

PINNACLE BANK

By: \_\_\_\_\_

Its: \_\_\_\_\_

**FY27 Landscape Agreements with MPB Facilities**

<b>Business Park</b>	<b>FY26</b>	<b>FY27</b>
<b>Eastbridge:</b>	<b>\$47,088.20</b>	<b>\$47,984.64</b>
<b>Forks of the River:</b>	<b>\$7,282.80</b>	<b>\$7,314.80</b>
<b>Westbridge</b>	<b>\$22,674.40</b>	<b>\$23,620.16</b>
<b>Karns Valley Business Park</b>	<b>\$66,244.56</b>	<b>\$66,244.41</b>
<b>Hardin Business Park</b>	<b>\$21,219.40</b>	<b>\$18,297.97</b>
<b>Pellissippi Corporate Center</b>	<b>\$25,256.40</b>	<b>\$26,806.40</b>
<b>Totals:</b>	<b>\$189,765.76</b>	<b>\$190,268.38</b>
		<i>(Increase of \$502.62)</i>

**RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX**

---

*AUTHORIZING THE EXECUTION OF LANDSCAPE MAINTENANCE CONTRACTS WITH  
MPB FACILITIES MAINTENANCE FOR VARIOUS BUSINESS PARKS*

**WHEREAS**, The Industrial Development Board of the County of Knox (“IDB”) is a nonprofit public corporation organized by Knox County as an industrial development board pursuant to Tenn. Code Ann. §§7-53-301 *et seq.* (the “Act”) and as such is a public instrumentality of Knox County performing a public function; and

**WHEREAS**, the IDB’s statutory purposes include financing, owning, and leasing certain real and personal properties, which will have the effect of maintaining and increasing employment and otherwise promoting new industry, commerce and trade in Tennessee and Knox County, in particular; and

**WHEREAS**, the IDB is responsible for the management, operation, and maintenance of various industrial properties and business parks within Knox County, TN; and

**WHEREAS**, proper landscape maintenance is essential to maintaining the aesthetic appeal, functionality, and value of such properties; and

**WHEREAS**, the Board’s staff previously solicited and received proposals from qualified landscape maintenance service providers for the provision of landscape maintenance services (“Services”) at the following properties: Eastbridge Business Park, Pellissippi Corporate Center, Westbridge Business Park, Forks of the River Industrial Park, Hardin Business Park, and Karns Business Park (collectively, the “Parks”).

**WHEREAS**, MPB Facilities Maintenance (“Contractor”) was previously chosen to perform the Services and, based on the performance of the Contractor to date, the Board’s staff recommends, and the Board now desires to, formally renew the landscape maintenance contracts (the “Contracts”), expired in May 2026, for another year with Contractor, copies of such Contracts having been provided to the Board and which shall be filed with the records of the Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF KNOX:**

1. The Chair or Vice Chair of the Board of Directors of the IDB (the “Board”) is hereby authorized and directed to execute the Contracts in substantially the form presented to the Board, with such changes as may be approved by the Chair or Vice Chair and legal counsel to the Board, such approval to be conclusively evidenced by the execution thereof.

2. The Board’s staff is authorized to: (a) issue notices to proceed to the Contractor upon execution of the Contracts; (b) monitor Contractor performance to ensure compliance with Contract terms and specifications; (c) process payments to Contractor in accordance with Contract terms, subject to verification of satisfactory performance; and (d) take all other actions necessary to implement this Resolution and the approved Contracts.

3. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

4. All other acts of the officers of the IDB which are in conformity with the purposes and intent of this resolution are hereby approved and confirmed.

ADOPTED: June 9, 2026

*[The remainder of this page intentionally left blank.]*

Presented at this meeting of the Board, held on June 9, 2026, and passed and approved on the same date.

**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE COUNTY OF KNOX**

---

Chair/Vice Chair

Dated: June 9, 2026

CERTIFICATE

As Secretary/Assistant Secretary of The Industrial Development Board of the County of Knox, I hereby certify that the above Resolution was presented at the meeting of the Board of Directors of said corporation on the 9<sup>th</sup> day of June, 2026; that a quorum was present; that the vote on the adoption of the Resolution was taken openly and the Board of Directors duly approved the resolution; that said meeting was held at a specified time and place; that notice was duly given, and that the meeting was called and held in strict accordance with the provisions of the charter and bylaws of said corporation and in accordance with applicable law.

**IN WITNESS WHEREOF**, I have executed this Certificate, this 9<sup>th</sup> day of June, 2026.

---

Secretary/Assistant Secretary

LANDSCAPE MAINTENANCE  
CONTRACT DOCUMENTS

FOR

EASTBRIDGE  
BUSINESS PARK

THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE COUNTY OF KNOX  
Knox County, Tennessee

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between The Industrial Development Board of the County of Knox of Knox County, Tennessee, having its principal place of business in Knox County, Tennessee, hereinafter referred to as “**Owner**”, and MPB Facilities Maintenance hereinafter referred to as “**Contractor**”.

The Owner and Contractor hereby agree as follows:

1. The Contractor shall perform all landscape maintenance required by this contract for the Eastbridge Business Park located on property at the intersection of Mascot Road and Mine Road as described in the Specifications attached hereto. Contractor shall furnish all superintendence, labor, materials, tools, equipment, and transportation, all in accordance with this Agreement and attachments which constitute this contract

### **2. DATE OF COMMENCEMENT AND TIME OF COMPLETION**

- A. This contract takes effect and contractor is to commence maintenance as of the date this Agreement is signed.
- B. The duration of this contract shall commence on July 1, 2026 through June 30, 2027, with an option to renew for an additional year (to be discussed later in this contract).
- C. The above listed commencement and completion dates are of the essence of the contract.

### **3. CONTRACT SUM**

- A. The Owner shall pay the Contractor for the performance of the work and the supplying of the materials the annual contract sum of forty-seven thousand nine hundred eighty-four dollars and sixty-four cents (\$ 47,984.64). The owner may increase or decrease the contract amount during the contract by applying a prorated value of the Contractor’s unit prices provided under the Unit Price Schedule section. Any other changes in the contract sum shall not be made without prior approval of the Owner and the Contractor.

### **4. SERVICE PAYMENTS**

- A. Based upon monthly application for payments submitted by the Contractor to the Owner, the Owner shall make service payments on account of work completed and subsequently outlined in the monthly report and invoice. Applications for payments must be submitted by the \_\_\_\_\_<sup>th</sup> of the month and shall be paid by the \_\_\_\_\_<sup>th</sup> day of the following month. The Owner shall pay 100% of the service payment properly allocable to labor, supplies, and equipment incorporated in the work in accordance with the Unit Price Schedule.
- B. Payments will be withheld on account of work, which is not in accordance with the specifications or work which otherwise does not conform to acceptable standards in the industry.
- C. Payments will be withheld on account of failure to submit monthly landscape maintenance report.

### **5. CONTRACT DOCUMENTS**

- A. The contract documents consist of this Agreement, the Bid Summary Sheet, Summary of Work, and Landscape Maintenance.
- B. By signing this Agreement, the Contractor represents that he or she has visited the site and is familiar with local conditions under which the work is to be performed.
- C. The term “work” as used in the contract agreement includes all labor, materials, and equipment necessary to perform the landscape maintenance required by the contract documents.

### **6. OWNER**

The Owner’s authorized representative during this project shall be: Mac McWhorter or his designee, 17 Market Square, Suite 201, Knoxville, TN 37902. The Owner shall issue all instructions to the Contractor.

**7. CONTRACTOR**

- A. The Contractor shall be solely responsible for all portions of the work under the contract. This contract is based on the Contractor's good reputation, work ethic, and available equipment. The Contractor may subcontract portions of the work to be performed under this contract provided that at least fifty percent (50%) of the work is performed with the Contractor's own forces.
- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- C. The Contractor shall always enforce strict discipline and good order among his or her employees and shall not employ on the work any person not skilled in the tasks assigned.
- D. The Contractor shall be responsible for the acts and omissions of all his or her employees.
- E. The Contractor always shall keep the premises free from accumulation of waste materials or rubbish caused by his or her operations. At the completion of each stage of work, all waste materials and rubbish shall be removed from the project.
- F. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses and expense: (1) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself).
- G. Including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, regardless of whether or not is caused in part by a party indemnified hereunder.

**8. PROTECTION OF PERSON AND PROPERTY**

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He or she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All employees on the work and other persons who may be affected hereby;
  - 2. All work and all material and equipment to be incorporated therein; and
  - 3. Other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction of the safety of persons or property, or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor shall be remedied by the Contractor.

**9. TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment on a properly submitted application for payment for a period of thirty (30) days, upon receiving it from the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and for any proven loss sustained.

**10. TERMINATION BY THE OWNER**

If the Contractor defaults or neglects to carry out the work in accordance with this contract, the Owner may, after seven (7) days written notice to the Contractor, terminate the contract.

**11. CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect it from claims under public liability, and under worker's compensation acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or anyone directly employed by him. The Industrial Development Board of the County of Knox shall be listed as additionally insured regarding general liability.

Commercial general liability limits shall be for a maximum of \$1,000,000.00 for each occurrence for personal injury in any one accident, \$1,000,000.00 for automobile liability in any one accident, and

\$1,000,000.00 for workmen's compensation for any one accident. Certificates of such insurance shall be filed with the Owner before the commencement of work.

**12. OPTION TO RENEW**

Upon expiration of the contract, and based upon satisfactory work by the Contractor, both parties to this contract shall have the option to renew this contract for another one –year term at the contract sum. This option will not be extended, however, if material change in circumstances arise rendering a one-year extension impossible or impractical.

This Agreement is entered into as of the day and year first written above.

**OWNER: THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF KNOX**

BY: \_\_\_\_\_

**TIFFANY GARDNER  
CHAIR OF THE IDB**

ATTEST: \_\_\_\_\_

**CONTRACTOR: MPB FACILITIES MAINTENANCE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**BID SUMMARY SHEET**

For purposes of this contract Bid summary total is for a 12-month period. Beginning July 1<sup>st</sup>, 2026 through June 30, 2027. Monthly payments of **\$3,998.72** will be paid upon receipt of invoice.

Landscape Maintenance for  
Eastbridge Business Park  
July 1, 2026

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROUTINE MAINTENANCE TASKS				
General Site Clean-up (Except Tree Removal)	EA.	52	\$ <u>45.00</u>	\$ <u>2,340.00</u>
Mowing – Turf type (SEE EXHIBIT A & B)	EA.	35	\$ <u>742.17</u>	\$ <u>25,976.12</u>
Mowing - Bush hog (along banks of site 10)	PER AC.	2	\$ <u>1,583.91</u>	\$ <u>3,167.82</u>
Fertilize Turf Areas - April	L.S.	1	\$ _____	\$ <u>950.35</u>
Fertilize Turf Areas - September	L.S.	1	\$ _____	\$ <u>950.35</u>
Fertilize Trees	L.S.	1	\$ _____	\$ <u>0.00</u>
Fertilize Shrubs and Ground Cover	L.S.	1	\$ _____	\$ <u>0.00</u>
Weed Control (as needed)	L.S.	1	\$ _____	\$ <u>5,180.00</u>
Pruning	L.S.	1	\$ _____	\$ <u>2,320.00</u>
Mulching (100 cu. yd./application)	C.Y.		\$ _____	\$ <u>5,800.00</u>
Sign & Ground Light Maintenance	L.S.	1	\$ _____	\$ <u>0.00</u>
Herbicide Spraying of Stone Riprap & Shoulders	EA.		\$ _____	\$ <u>1,300.00</u>
<b>TOTAL BID</b>			\$ <u><b>47,984.64</b></u>	

## SUMMARY OF WORK

### 1.01 DESCRIPTION

- A. Work Covered by Contract Documents:  
Work included in this contract includes, but is not limited to, the landscape maintenance of Eastbridge Business Park and adjacent rights-of-way consisting of general site clean-up, mowing with turf-type and bush hog mowers, planting and maintaining annuals and perennials, soil testing, fertilization, weed control, disease and insect control, pruning, mulching, watering.

### 1.02 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
1. Labor, materials, and equipment.
  2. Tools, maintenance equipment, and machinery.
  3. Water and utilities required for landscape maintenance other than water used by sprinkler irrigation systems.
  4. Other facilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
1. Permits.
  2. Fees and licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear upon performance of work.

### 1.03 CONTRACTS

Perform work under single unit price Contract based on the sum of the extended total of quantities shown on the bid form for each item times the unit price bid by the Contractor. The Contract Sum will be adjusted by Change Order to reflect the final quantities.

### 1.04 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
1. Law.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed to the satisfaction of the Owner, at no additional cost to Owner.

END OF SECTION

## LANDSCAPE MAINTENANCE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

Maintain the site by mowing, weeding, pruning, fertilizing, planting annuals and re-planting perennials, and performing all other tasks required or inferred from the specifications to complete the work of this section.

#### 1.02 SUBMITTAL

- A. Monthly Landscape Maintenance Report:  
Submit monthly report of landscape maintenance work performed, which report shall accompany the monthly application for payment.

#### 1.03 PROJECT CONDITIONS

- A. Scope of work:  
The entire site shall be maintained as specified herein. The Contractor shall be responsible to maintain all portions of the site including undeveloped parcels which are under the control of the Owner and all property within County or State rights-of-way as described herein.
- B. Site Conditions:  
The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his or her work. No consideration will be given any claim based on lack of knowledge of existing conditions. The Contractor shall be responsible to maintain the site in the specified manner regardless of site conditions. The Owner shall be notified in writing of any significant changes in site conditions which may occur during the contract period.
- C. Protect existing planting, lawns, utilities, paving, and other facilities from damage caused by landscape maintenance operations. Promptly repair any and all damage to existing improvements to the Owner's satisfaction.
- D. Existing Utilities:  
Determine location of underground utilities. Perform work in a manner which will avoid possible damage. All damage to utilities resulting from work covered in these specifications shall be repaired at the Contractor's expense.
- E. Timing of Work:  
Perform maintenance operations during suitable weather conditions.

### PART 2 - PRODUCTS

#### 2.01 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Water transportation is the sole responsibility of the Contractor.
- B. Mulch: 6-month-old well-rotted shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- C. Pre-Emergence Herbicide for general use shall be "Ronstar," "Casaron," or approved equal. Apply at the rates, times, and manner recommended by the manufacturer.

### PART 3 – EXECUTION (Reference attached Exhibit "A" & "B" for all tasks)

### 3.01 PREPARATION

#### A. General

1. Contractor must examine conditions under which landscape maintenance is to be performed.
2. Landscape Maintenance operations are to be performed at such times of the year as appropriate to each respective task. Perform maintenance operations only during periods when weather conditions are suitable.
3. Notify Owner of adverse site conditions. State conditions and submit a proposal for correction including costs. Obtain approval for method of correction in writing prior to continuing work in the affected area.
4. Landscape Maintenance shall be performed only by experienced workmen familiar with maintenance procedures under the supervision of a qualified supervisor.

### 3.02 GENERAL SITE CLEAN-UP

#### A. Task Description

1. The entire site, including County rights-of-way, shall be kept neat and free of litter and debris. All litter including paper, plastic, foil, etc. shall be removed before beginning any mowing operations. Use blowing equipment to clean pavement, bed areas, tree mulch rings, etc. as required.
2. Spray herbicide to maintain all rip-rap and stone shoulder areas weed free and neat and clean in appearance as needed.
3. Perform leaf removal as required to keep pavements, turf, and planting bed areas neat and orderly.
4. Monitor condition and appearance of site, lighting, plantings, and signage. Promptly notify Owner of vandalism or damage when necessary repairs are beyond the scope of work described herein.

#### B. Frequency and Timing

Clean-up and monitoring operations should occur during every site visit and not less than once every seven (7) days throughout the contract period.

### 3.03 MOWING

#### A. Task Description

The mowing regimes required for tracts that are not developed or otherwise maintained by owner for the projects are as follows: (reference Exhibit "A")

1. Turf-type mowing for maintaining lawn areas shall occur in a zone ten (10) feet from the edge of the roadway along the interior roads beyond the entrance medians.
2. Turf-type mowing for maintaining lawn areas shall occur in a zone one hundred (100) feet wide from the edge of Mascot Road along the entire property frontage.
3. Turf-type mowing for maintaining lawn areas shall occur in the entrance medians and in a zone twenty-five (25) feet wide from the edge of the entrance roadway on either side.
4. Trim all edges of lawn areas at curbs, tree mulch rings, bed edges, etc. with string trimmers to maintain neat, orderly appearance of edges.
5. Clean all pavement, tree mulch rings, bed areas, etc. of grass clippings and other debris immediately following mowing operations.
6. Bush hog-type mowing for maintaining field areas shall occur on all sites under control of the Owner which are not specifically listed above, as required by Owner.
7. Trim Holly Trees and other shrubs as needed located along the extension of Holston Bend Dr.

#### B. Frequency and Timing

1. Turf-type mowing shall be performed from March 15<sup>th</sup> to October 15<sup>th</sup> at a frequency such that no more than one-third of leaf area is removed at any one time. Mow no less than once every seven (7) days from April 1<sup>st</sup> to Mid-June. Mow as needed during remainder of the season but no less than once every ten (10) days. Maintain lawn at two to three inches in height. Trim at each mowing.
2. Bush hog-type mowing shall be performed as required by Owner.

### 3.04 ANNUALS AND PERENNIALS

Maintain perennials and annuals by removing dead foliage, pruning, removing and replacing dead or damaged annuals during the season and removing annuals immediately after first frost in the fall.

### 3.05 FERTILIZATION

1. Lawn Areas
  - a. Fertilize all turf-type areas with twenty-five (25) pounds of 6-12-12 and three (3) pounds of ammonium nitrate per 1000 square feet in April.
  - b. Fertilize all turf-type areas with fifteen (15) pounds of 6-12-12 per 1000 SF in September or October.
2. Trees

Trees should be fertilized at the rate of two pounds of 19-19-19 for each inch of trunk diameter, measured about four feet above the ground. The fertilizer should be broadcast under the tree on both sides of the drip line.
3. Shrubs

All shrubs should be fertilized using one pound of 15-15-15 per 100 square feet of bed area. Use specially formulated fertilizers for acid loving plants in accordance with manufacturer's instructions.
4. Ground Covers

Fertilize ground cover beds at the rate of two pounds of 15-15-15 for each 1000 square feet of bed area.
5. Annuals and Perennials
  1. Fertilize annuals with 12-24-24 at a rate of one ounce for each sixty (60) square feet of bed area.
  2. Top dress perennials with 5-10-20 at a rate of one ounce for each sixty (60) square feet of bed area.
6. Frequency and Timing
  1. Lawn Areas

Apply fertilizer at times noted in Task Description above.
  2. Trees

Apply fertilizer between March 15<sup>th</sup> and April 15<sup>th</sup>.
  3. Shrubs

Apply fertilizer between March 15<sup>th</sup> and April 15<sup>th</sup>.
  4. Ground Covers

Apply fertilizer between March 15<sup>th</sup> and April 15<sup>th</sup>.
  5. Annuals and Perennials
    - a. Incorporate fertilizer into soil mix prior to planting annuals. Top dress as needed thereafter.
    - b. Top dress perennials with fertilizer between March 1<sup>st</sup> and March 15<sup>th</sup>.

### 3.06 WEED CONTROL

Chemicals for weed control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

#### A. Task Description

1. Pre-emergence weed chemical (Casaron, Ronstar, or Dymid) shall be applied to all mulched areas, except perennial plantings, in accordance with manufacturers recommendations. In areas of perennial plantings, use Dacthal or equal pre-emergence weed chemical in lieu of the chemicals above in accordance with manufacturer's recommendations.
2. Control weeds by hand weeding and/or application of contact herbicides (Roundup, Post, etc.) as required to keep beds weed free, grounds looking attractive, and to prevent production of new weed seed.
3. Lawn weed control shall be included in an overall program of fertilization and weed control for lawn areas.
4. All riprap and stone shoulders should be treated with contact herbicides twice monthly to keep these areas weed free. (estimated total of 14 times annually)
5. Any trees, shrubs, ground covers, perennials, or annuals damaged by chemical weed control operations shall be replaced by the Contractor at no cost to the Owner.

#### B. Frequency and Timing

The large majority of weed seeds will germinate in the early spring. To achieve the most cost-effective weed-free landscape begin pre-emergence weed control measures described above before weeds begin to emerge.

1. Pre-emergence chemical should be applied a minimum of three (3) times per year beginning with one application in the early spring with subsequent applications at intervals as recommended by the manufacturer or no greater than sixty (60) days.
2. Control all weeds by hand weeding or application of contact herbicides as required.

### 3.07 DISEASE AND INSECT CONTROL

#### A. Task Description

Chemicals for pest control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

1. Perform landscape maintenance procedures to discourage wounding the trunks, stems, and roots of plants, since wounds provide points of entry for pests.
2. Continuously monitor all plantings for pest infestation. Consult local County Agriculture Extension agent or University of Tennessee Entomology and Plant Pathology Extension Service immediately when possible pest damage is observed.
3. Submit to the Owner in writing statement of the pest observed, the procedure to eliminate the pest, and the cost to perform pest control work. Obtain Owner's approval prior to beginning pest control work.

#### B. Frequency and Timing

Perform pest control operations on an as-needed basis.

### 3.08 PRUNING

#### A. Task Description

##### 1. Trees

- a. All deciduous tree types will require selective pruning periodically. Pruning shall be performed on a regular basis to eliminate undesirable branching and to avoid unnecessarily large pruning wounds. Any minor injuries or open wounds, including pruning wounds, should be treated with commercial tree paint. Other than specific requirements listed below, the trees should be left to assume their natural forms.
- b. Prune only to remove dead, damaged, or diseased wood or to eliminate undesirable branching. Maintain pin oaks with 6-7' of clear trunk. Maintain clump redbuds with 3' of trunks clear of twigs.

##### 2. Shrubs

- a. There are two pruning techniques to be used for the shrubs on this site: selective pruning and shearing. The shrubs on this property shall be allowed to grow together into shrub masses and be maintained in a loose natural form and the pruning should reflect this design intent. Shrubs should not be pruned into discrete individual forms unless otherwise stated below.
- b. Plants which have showy berries (American and Foster's holly) set berries from flowers borne in the spring. For best flower and berry production, prune just after the danger of severe frost is past in the spring.
- c. Rotundifolia holly should be pruned at regular intervals as required to maintain a natural, loosely rounded form. Do not shear each plant into a discrete form, encourage plants to form shrub mass.
- d. Compact pfitzer juniper require no pruning and should be allowed to grow together into a solid mass.

##### 3. Frequency and Timing

- a. Tree pruning should occur in the late winter or early spring. Severe pruning of redbuds or dogwoods at this time is not acceptable as bloom buds are removed. Prune redbuds and dogwoods in spring following flowering.
- b. Pruning promotes and encourages new growth which is sensitive to freezing or excessive heat. Therefore, prune shrubs in the mid to late spring or late summer to avoid stimulating new growth immediately prior to the stresses of winter freeze or summer heat.
- c. The timing for pruning specific shrubs is noted above.

### 3.09 MULCH

Replenish hardwood bark mulch twice annually to maintain 2" minimum depth in all mulched areas including tree rings. Re-mulching operations should immediately follow an annual late winter or early spring cleanup of all bed areas. The secondary re-mulching should take place in the period of transition from late summer to early fall. Treat all mulched areas with pre-emergence weed chemical (see Weed Control section of these specifications). Maintain clean smooth curvilinear bed edges where planting beds meet lawn by cutting new trench edge 3" deep at least once each year in the spring.

### 3.10 IRRIGATION SYSTEMS AND WATERING

#### A. Task Description

1. Regularly monitor sprinkler irrigation system operations relative to condition of plant materials. Contact Owner if system operations do not promote optimum plant performance as required.
2. The field trees and other plantings which are not under automatic irrigation shall be watered during the contract period in cases of drought where condition of trees is being noticeably affected by weather. The appearance of the plant material or the use of a moisture meter may be used to determine the need for supplemental watering. Maintain healthy appearance of all plant material.

- B. Perform regular monitoring of watering operations as appropriate and in accordance with seasonal and climatic requirements and discuss these activities in monthly reports.

### 3.11 SIGN AND GROUND LIGHT MAINTENANCE

#### A. Task Description:

1. Maintain all signage as required to keep frameworks and letters free of dust, cobwebs, and other foreign matter. Keep signage looking neat and clean.
2. Remove mulch and debris from lenses of ground mounted lighting at the signs so that signage will always be properly illuminated.
3. Promptly report to the Owner observations of damage or vandalism to the signage or ground lighting.

#### B. Frequency and Timing:

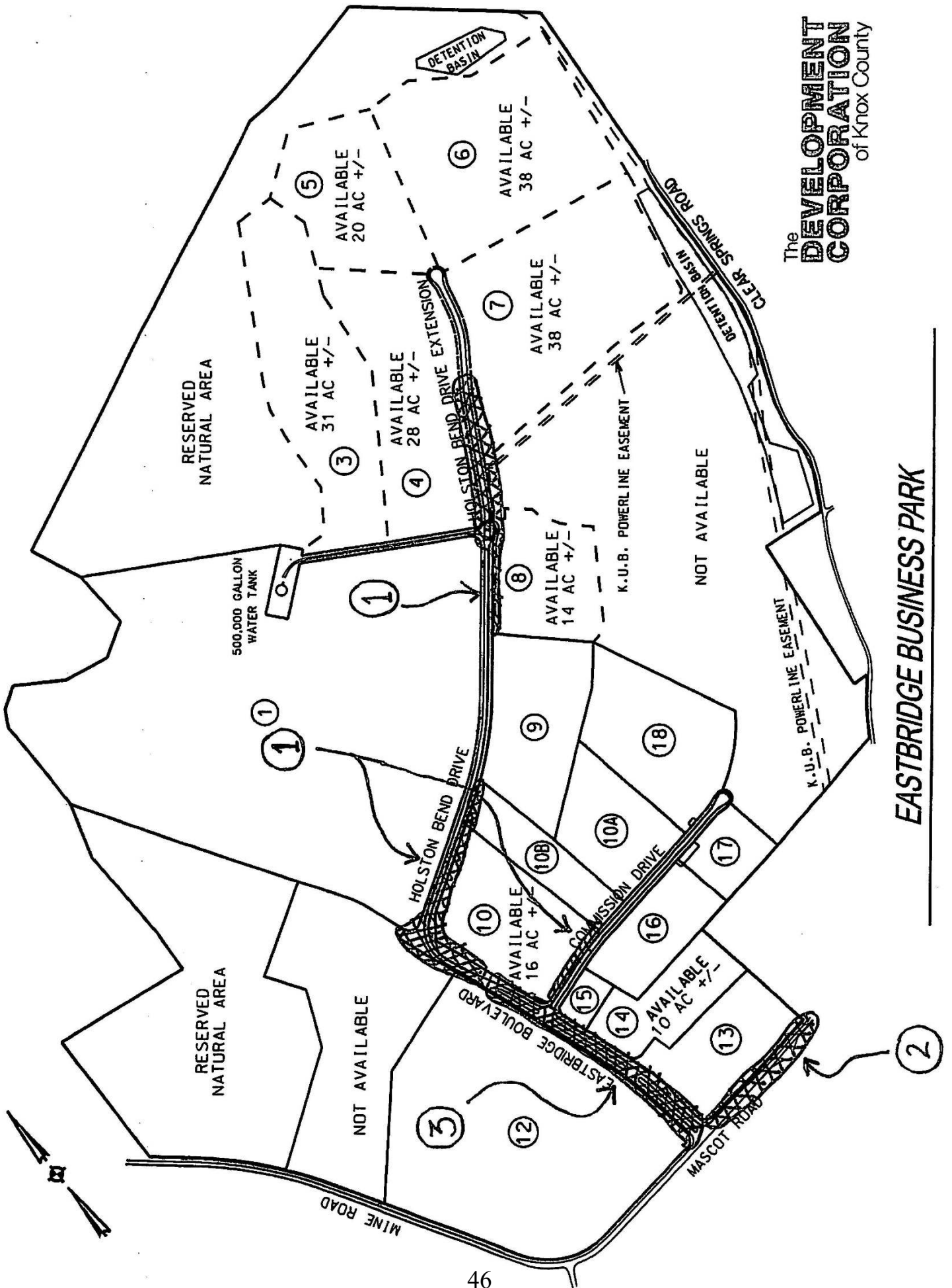
1. Clean lenses of ground mounted lighting at every site visit, or as required.

### 3.12 CLEAN UP AND PROTECTION

- A. During landscape maintenance work, keep pavements clean and site in an orderly condition.
- B. Upon completion of work, clear grounds of debris, superfluous materials, and all equipment. Remove from site to satisfaction of Owner.
- C. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed, at no additional cost to Owner.

END OF SECTION

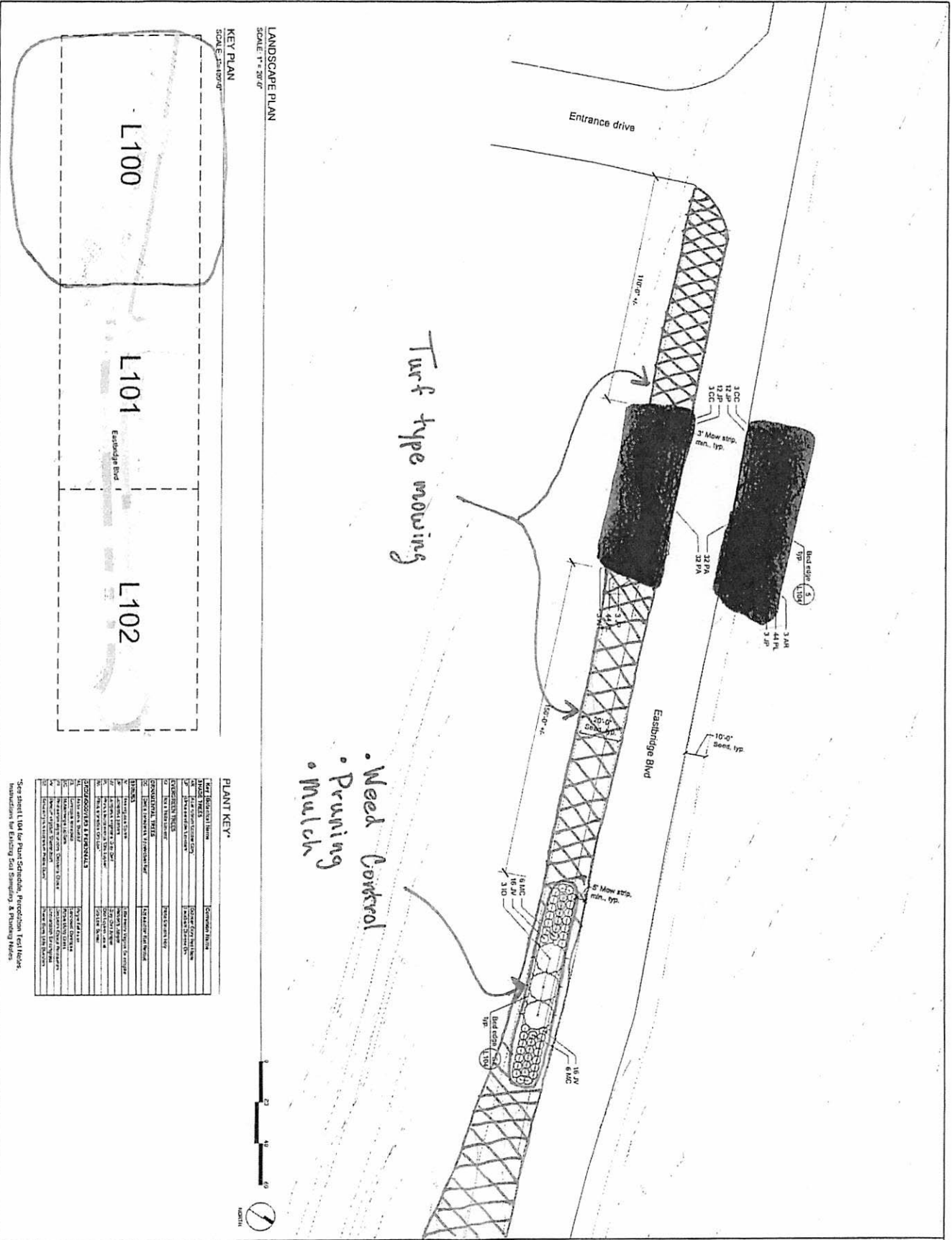
EXHIBIT "A"



The DEVELOPMENT CORPORATION of Knox County

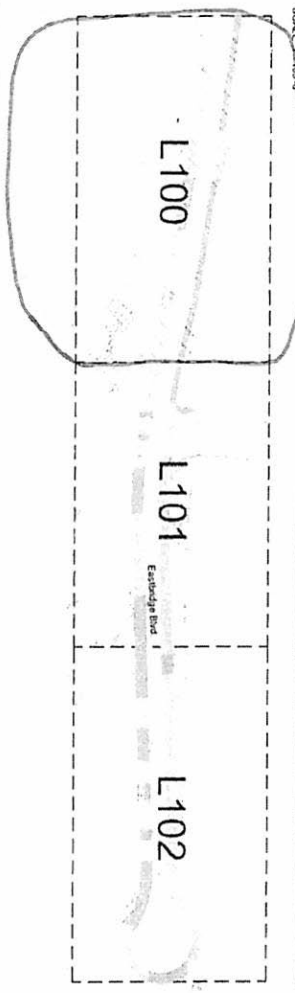
EASTBRIDGE BUSINESS PARK

# EXHIBIT "B" (page 1 of 4)



LANDSCAPE PLAN  
SCALE: 1" = 20'-0"

KEY PLAN  
SCALE: 1/4" = 10'-0"



- Need Control
- Pruning
- Mulch

PLANT KEY:

PLANT	COMMON NAME	PLANT	COMMON NAME
10C	...	12 JP	...
13 CC	...	22 PA	...
3 AB	...	34 PL	...
3 JP	...		

See sheet L101 for Plant Schedule, Irrigation Test Note, Instructions for Planting and Staking & Pruning Notes.



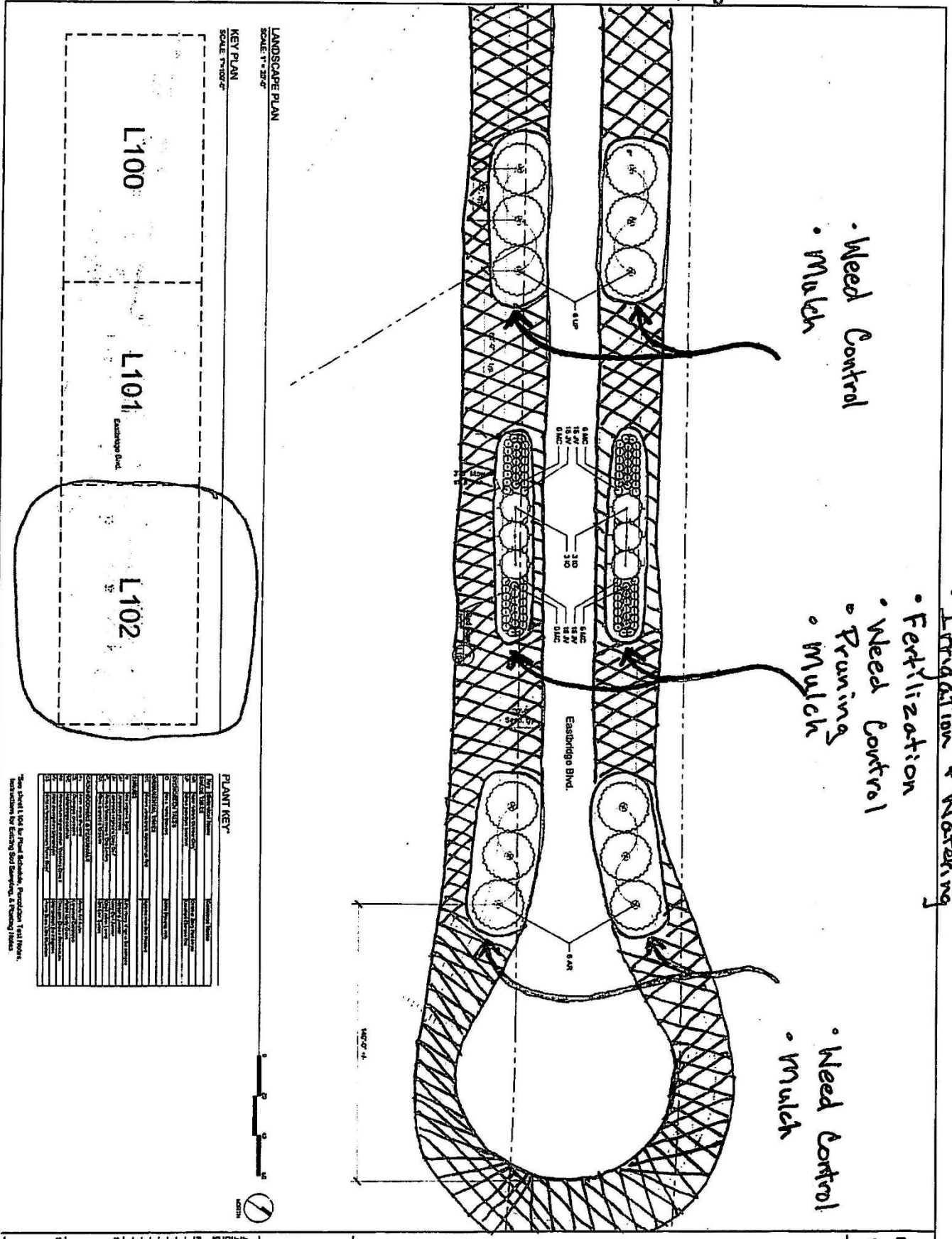
## Eastbridge Business Park Mascot, TN



Job Name:	Eastbridge Business Park
Job Number:	20140101
Date:	03.14.16
Scale:	AS SHOWN
Sheet Name:	PLANTING PLAN
Sheet Number:	L100



# EXHIBIT "B" (page 3 of 4)



**Eastbridge Business Park**  
Mascot, TN

49

**hedstrom design**  
1000 N. Airport Blvd.  
Mascot, TN 37101  
615.882.1111

**PLANTING PLAN**

**L102**



LANDSCAPE MAINTENANCE  
CONTRACT DOCUMENTS

FOR

FORKS OF THE RIVER  
INDUSTRIAL PARK

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF KNOX  
Knox County, Tennessee

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between The Industrial Development Board of the County of Knox of Knox County, Tennessee, having its principal place of business in Knox County, Tennessee, hereinafter referred to as “**Owner**”, and MPB Facilities Maintenance hereinafter referred to as “**Contractor**”.

The Owner and Contractor hereby agree as follows:

- 1.** The Contractor shall perform all landscape maintenance required by this contract for the **Forks of the River Industrial Park** located on E Governor John Sevier Highway at North National Drive. Contractor shall furnish all superintendence, labor, materials, tools, equipment, and transportation, all in accordance with this Agreement and attachments which constitute this contract.
- 2. DATE OF COMMENCEMENT AND TIME OF COMPLETION**
  - A. This contract takes effect and contractor is to commence maintenance as of the date this Agreement is signed.
  - B. The duration of this contract shall commence on July 1, 2026 through June 30, 2027, with an option to renew for an additional year (to be discussed later in this contract).
  - C. The above listed commencement and completion dates are of the essence of the contract.
- 3. CONTRACT SUM**
  - A. The Owner shall pay the Contractor for the performance of the work and the supplying of the materials the annual contract sum of seven thousand three hundred fourteen dollars and eighty cents (\$7,314.80). The owner may increase or decrease the contract amount during the contract by applying a prorated value of the Contractor’s unit prices provided under the Unit Price Schedule section. Any other changes in the contract sum shall not be made without prior approval of the Owner and the Contractor.
- 4. SERVICE PAYMENTS**
  - A. Based upon monthly application for payments submitted by the Contractor to the Owner, the Owner shall make service payments on account of work completed and subsequently outlined in the monthly report and invoice. Applications for payments must be submitted by the 30<sup>th</sup> of the month and shall be paid by the 10<sup>th</sup> day of the following month. The Owner shall pay 100% of the service payment properly allocable to labor, supplies, and equipment incorporated in the work in accordance with the Unit Price Schedule.
  - B. Payments will be withheld on account of work, which is not in accordance with the specifications or work which otherwise does not conform to acceptable standards in the industry.
  - C. Payments will be withheld on account of failure to submit monthly landscape maintenance report.
- 5. CONTRACT DOCUMENTS**
  - A. The contract documents consist of this Agreement, the Bid Summary Sheet, Summary of Work, and Landscape Maintenance.
  - B. By signing this Agreement, the Contractor represents that he or she has visited the site and is familiar with local conditions under which the work is to be performed.
  - C. The term “work” as used in the contract agreement includes all labor, materials, and equipment necessary to perform the landscape maintenance required by the contract documents.
- 6. OWNER**

The Owner’s authorized representative during this project shall be: Mac McWhorter or his designee, 17 Market Square, Suite 201, Knoxville, TN 37902. The Owner shall issue all instructions to the Contractor.

**7. CONTRACTOR**

- A. The Contractor shall be solely responsible for all portions of the work under the contract. This contract is based on the Contractor's good reputation, work ethic, and available equipment. The Contractor may subcontract portions of the work to be performed under this contract provided that at least fifty percent (50%) of the work is performed with the Contractor's own forces.
- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- C. The Contractor shall always enforce strict discipline and good order among his or her employees and shall not employ on the work any person not skilled in the tasks assigned.
- D. The Contractor shall be responsible for the acts and omissions of all his or her employees.
- E. The Contractor always shall keep the premises free from accumulation of waste materials or rubbish caused by his or her operations. At the completion of each stage of work, all waste materials and rubbish shall be removed from the project.
- F. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses and expense: (1) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself).
- G. Including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, regardless of whether or not is caused in part by a party indemnified hereunder.

**8. PROTECTION OF PERSON AND PROPERTY**

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He or she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All employees on the work and other persons who may be affected hereby;
  - 2. All work and all material and equipment to be incorporated therein; and
  - 3. Other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction of the safety of persons or property, or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor shall be remedied by the Contractor.

**9. TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment on a properly submitted application for payment for a period of thirty (30) days, upon receiving it from the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and for any proven loss sustained.

**10. TERMINATION BY THE OWNER**

If the Contractor defaults or neglects to carry out the work in accordance with this contract, the Owner may, after seven (7) days written notice to the Contractor, terminate the contract.

**11. CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect it from claims under public liability, and under worker's compensation acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or anyone directly employed by him. The Industrial Development Board of the County of Knox shall be listed as additionally insured regarding general liability.

Commercial general liability limits shall be for a maximum of \$1,000,000.00 for each occurrence for personal injury in any one accident, \$1,000,000.00 for automobile liability in any one accident, and

\$1,000,000.00 for workmen's compensation for any one accident. Certificates of such insurance shall be filed with the Owner before the commencement of work.

**12. OPTION TO RENEW**

Upon expiration of the contract, and based upon satisfactory work by the Contractor, both parties to this contract shall have the option to renew this contract for another one –year term at the contract sum. This option will not be extended, however, if material change in circumstances arise rendering a one-year extension impossible or impractical.

This Agreement is entered into as of the day and year first written above.

**OWNER: THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
COUNTY OF KNOX, TENNESSEE**

BY: \_\_\_\_\_

**TIFFANY GARDNER  
CHAIR OF THE IDB**

ATTEST: \_\_\_\_\_

**CONTRACTOR: MPB FACILITIES MAINTENANCE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**BID SUMMARY SHEET**

For purposes of this contract Bid summary total is for a 12-month period. Beginning July 1<sup>st</sup>, 2026 through June 30, 2027. Monthly payments of **\$609.57** will be paid upon receipt of invoice.

**Landscape Maintenance for  
Forks of the River Industrial Park  
July 1, 2026**

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROUTINE MAINTENANCE TASKS				
General Site Clean-up (Except Tree Removal)	EA.	52	\$ <u>28.01</u>	\$ <u>1,456.52</u>
Mowing – Turf type (SEE EXHIBIT “A”)	EA.	35	\$ <u>52.02</u>	\$ <u>1,820.70</u>
Mowing - Bush hog	PER AC.		\$ _____	\$ _____
Fertilize Turf Areas - April	L.S.	1	\$ _____	\$ <u>145.66</u>
Fertilize Turf Areas - September	L.S.	1	\$ _____	\$ <u>145.66</u>
Fertilize Trees	L.S.	1	\$ _____	\$ _____
Fertilize Shrubs and Ground Cover	L.S.	1	\$ _____	\$ <u>104.87</u>
Weed Control (as needed)	L.S.	35	\$ _____	\$ <u>946.76</u>
Pruning	L.S.	1	\$ _____	\$ <u>1,383.73</u>
Mulching (100 cu. yd./application)	C.Y.	2	\$ _____	\$ <u>1,310.90</u>
Sign & Ground Light Maintenance	L.S.	1	\$ _____	\$ _____
<b>TOTAL BID</b>			\$ <u><b>7,314.80</b></u>	

## SUMMARY OF WORK

### 1.01 DESCRIPTION

- A. Work Covered by Contract Documents:  
Work included in this contract includes, but is not limited to, the landscape maintenance of **Forks of the River Industrial Park** and adjacent rights-of-way consisting of general site clean-up, mowing with turf-type and bush hog mowers, planting and maintaining annuals and perennials, soil testing, fertilization, weed control, disease and insect control, pruning, mulching, watering.

### 1.02 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
1. Labor, materials, and equipment.
  2. Tools, maintenance equipment, and machinery.
  3. Water and utilities required for landscape maintenance other than water used by sprinkler irrigation systems.
  4. Other facilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
1. Permits.
  2. Fees and licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear upon performance of work.

### 1.03 CONTRACTS

Perform work under single unit price Contract based on the sum of the extended total of quantities shown on the bid form for each item times the unit price bid by the Contractor. The Contract Sum will be adjusted by Change Order to reflect the final quantities.

### 1.04 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
1. Law.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed to the satisfaction of the Owner, at no additional cost to Owner.

END OF SECTION

## LANDSCAPE MAINTENANCE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

Maintain the site by mowing, weeding, pruning, fertilizing, planting annuals and re-planting perennials, and performing all other tasks required or inferred from the specifications to complete the work of this section.

#### 1.02 SUBMITTAL

- A. Monthly Landscape Maintenance Report:  
Submit monthly report of landscape maintenance work performed, which report shall accompany the monthly application for payment.

#### 1.03 PROJECT CONDITIONS

- A. Scope of work:  
The entire site shall be maintained as specified herein. The Contractor shall be responsible to maintain all portions of the site including undeveloped parcels which are under the control of the Owner and all property within County or State rights-of-way as described herein.
- B. Site Conditions:  
The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his or her work. No consideration will be given any claim based on lack of knowledge of existing conditions. The Contractor shall be responsible to maintain the site in the specified manner regardless of site conditions. The Owner shall be notified in writing of any significant changes in site conditions which may occur during the contract period.
- C. Protect existing planting, lawns, utilities, paving, and other facilities from damage caused by landscape maintenance operations. Promptly repair any and all damage to existing improvements to the Owner's satisfaction.
- D. Existing Utilities:  
Determine location of underground utilities. Perform work in a manner which will avoid possible damage. All damage to utilities resulting from work covered in these specifications shall be repaired at the Contractor's expense.
- E. Timing of Work:  
Perform maintenance operations during suitable weather conditions.

### PART 2 - PRODUCTS

#### 2.01 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Water transportation is the sole responsibility of the Contractor.
- B. Mulch: 6-month-old well-rotted shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- C. Pre-Emergence Herbicide for general use shall be "Ronstar," "Casaron," or approved equal. Apply at the rates, times, and manner recommended by the manufacturer.

PART 3 – EXECUTION (Reference attached Exhibit “A” for all tasks)

3.01 PREPARATION

A. General

1. Contractor must examine conditions under which landscape maintenance is to be performed.
2. Landscape Maintenance operations are to be performed at such times of the year as appropriate to each respective task. Perform maintenance operations only during periods when weather conditions are suitable.
3. Notify Owner of adverse site conditions. State conditions and submit a proposal for correction including costs. Obtain approval for method of correction in writing prior to continuing work in the affected area.
4. Landscape Maintenance shall be performed only by experienced workmen familiar with maintenance procedures under the supervision of a qualified supervisor.

3.02 GENERAL SITE CLEAN-UP

A. Task Description

1. The entire site, including County rights-of-way, shall be kept neat and free of litter and debris. All litter including paper, plastic, foil, etc. shall be removed before beginning any mowing operations. Use blowing equipment to clean pavement, bed areas, tree mulch rings, etc. as required.
2. Spray herbicide to maintain all rip-rap and stone shoulder areas weed free and neat and clean in appearance as needed.
3. Perform leaf removal as required to keep pavements, turf, and planting bed areas neat and orderly.
4. Monitor condition and appearance of site, lighting, plantings, and signage. Promptly notify Owner of vandalism or damage when necessary repairs are beyond the scope of work described herein.

B. Frequency and Timing

Clean-up and monitoring operations should occur during every site visit and not less than once every seven (7) days throughout the contract period.

3.03 MOWING

A. Task Description

The mowing regimes required for tracts that are not developed or otherwise maintained by owner for the projects are as follows: (See Exhibit “A” for location of mow areas described in this section)

1. Turf-type mowing shall occur in irregularly shaped zones on North National Drive and E Governor John Sevier Highway along the Forks of the River Industrial Park monument sign.
2. Trim all edges of lawn areas at curbs, tree mulch rings, mulch bed edges, etc. with string trimmers to maintain neat, orderly appearance of edges
3. Bush hog-type mowing for maintaining field areas shall occur on all sites under control of the Owner which are not specifically listed above, as required by owner.
4. All steep slopes within the R.O.W. turf-type mowing area shall be maintained as turf.
5. Clean all pavement, tree mulch rings, bed areas, etc. of grass clippings and other debris immediately following mowing operations.

B. Frequency and Timing

1. Turf-type mowing shall be performed from March 15 to October 15 at a frequency such that no more than one-third of leaf area is removed at any one time. Mow no less than once every seven (7) days from April 1 to Mid-June. Mow as needed during remainder of the season but no less than once every ten (10) days. Maintain lawn at two to three inches in height. Trim at each mowing.
2. Bush hog-type mowing shall be performed as required by Owner.

### 3.04 ANNUALS AND PERENNIALS

Maintain perennials and annuals by removing dead foliage, pruning, removing and replacing dead or damaged annuals during the season and removing annuals immediately after first frost in the fall.

### 3.05 FERTILIZATION

1. Lawn Areas
  - a. Fertilize all turf-type areas with twenty-five (25) pounds of 6-12-12 and three (3) pounds of ammonium nitrate per 1000 square feet in April.
  - b. Fertilize all turf-type areas with fifteen (15) pounds of 6-12-12 per 1000 SF in September or October.
2. Trees

Trees should be fertilized at the rate of two pounds of 19-19-19 for each inch of trunk diameter, measured about four feet above the ground. The fertilizer should be broadcast under the tree on both sides of the drip line.
3. Shrubs

All shrubs should be fertilized using one pound of 15-15-15 per 100 square feet of bed area. Use specially formulated fertilizers for acid loving plants in accordance with manufacturer's instructions.
4. Ground Covers

Fertilize ground cover beds at the rate of two pounds of 15-15-15 for each 1000 square feet of bed area.
5. Annuals and Perennials
  1. Fertilize annuals with 12-24-24 at a rate of one ounce for each sixty (60) square feet of bed area.
  2. Top dress perennials with 5-10-20 at a rate of one ounce for each sixty (60) square feet of bed area.
6. Frequency and Timing
  1. Lawn Areas

Apply fertilizer at times noted in Task Description above.
  2. Trees

Apply fertilizer between March 15 and April 15.
  3. Shrubs

Apply fertilizer between March 15 and April 15.
  4. Ground Covers

Apply fertilizer between March 15 and April 15.
  5. Annuals and Perennials
    - a. Incorporate fertilizer into soil mix prior to planting annuals. Top dress as needed thereafter.
    - b. Top dress perennials with fertilizer between March 1 and March 15.

### 3.06 WEED CONTROL

Chemicals for weed control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

#### A. Task Description

1. Pre-emergence weed chemical (Casaron, Ronstar, or Dymid) shall be applied to all mulched areas, except perennial plantings, in accordance with manufacturers recommendations. In areas of perennial plantings, use Dacthal or equal pre-emergence weed chemical in lieu of the chemicals above in accordance with manufacturer's recommendations.
2. Control weeds by hand weeding and/or application of contact herbicides (Roundup, Post, etc.) as required to keep beds weed free, grounds looking attractive, and to prevent production of new weed seed.
3. Lawn weed control shall be included in an overall program of fertilization and weed control for lawn areas.
4. All riprap and stone shoulders should be treated with contact herbicides twice monthly to keep these areas weed free. (estimated total of 14 times annually)
5. Any trees, shrubs, ground covers, perennials, or annuals damaged by chemical weed control operations shall be replaced by the Contractor at no cost to the Owner.

#### B. Frequency and Timing

The large majority of weed seeds will germinate in the early spring. To achieve the most cost-effective weed-free landscape begin pre-emergence weed control measures described above before weeds begin to emerge.

1. Pre-emergence chemical should be applied a minimum of three (3) times per year beginning with one

application in the early spring with subsequent applications at intervals as recommended by the manufacturer or no greater than sixty (60) days.

2. Control all weeds by hand weeding or application of contact herbicides as required.

### 3.07 DISEASE AND INSECT CONTROL

#### A. Task Description

Chemicals for pest control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

1. Perform landscape maintenance procedures to discourage wounding the trunks, stems, and roots of plants, since wounds provide points of entry for pests.
2. Continuously monitor all plantings for pest infestation. Consult local County Agriculture Extension agent or University of Tennessee Entomology and Plant Pathology Extension Service immediately when possible pest damage is observed.
3. Submit to the Owner in writing statement of the pest observed, the procedure to eliminate the pest, and the cost to perform pest control work. Obtain Owner's approval prior to beginning pest control work.

#### B. Frequency and Timing

Perform pest control operations on an as-needed basis.

### 3.08 PRUNING

#### A. Task Description

##### 1. Trees

- a. All deciduous tree types will require selective pruning periodically. Pruning shall be performed on a regular basis to eliminate undesirable branching and to avoid unnecessarily large pruning wounds. Any minor injuries or open wounds, including pruning wounds, should be treated with commercial tree paint. Other than specific requirements listed below, the trees should be left to assume their natural forms.
- b. Prune only to remove dead, damaged, or diseased wood or to eliminate undesirable branching. Maintain pin oaks with 6-7' of clear trunk. Maintain clump redbuds with 3' of trunks clear of twigs.

##### 2. Shrubs

- a. There are two pruning techniques to be used for the shrubs on this site: selective pruning and shearing. The shrubs on this property shall be allowed to grow together into shrub masses and be maintained in a loose natural form and the pruning should reflect this design intent. Shrubs should not be pruned into discrete individual forms unless otherwise stated below.
- b. Plants which have showy berries (American and Foster's holly) set berries from flowers borne in the spring. For best flower and berry production, prune just after the danger of severe frost is past in the spring.
- c. Rotundifolia holly should be pruned at regular intervals as required to maintain a natural, loosely rounded form. Do not shear each plant into a discrete form, encourage plants to form shrub mass.
- d. Compact pfizer juniper require no pruning and should be allowed to grow together into a solid mass.

##### 3. Frequency and Timing

- a. Tree pruning should occur in the late winter or early spring. Severe pruning of redbuds or dogwoods at this time is not acceptable as bloom buds are removed. Prune redbuds and dogwoods in spring following flowering.
- b. Pruning promotes and encourages new growth which is sensitive to freezing or excessive heat. Therefore, prune shrubs in the mid to late spring or late summer to avoid stimulating new growth immediately prior to the stresses of winter freeze or summer heat.
- c. The timing for pruning specific shrubs is noted above.

### 3.09 MULCH

Replenish hardwood bark mulch twice annually to maintain 2" minimum depth in all mulched areas including tree rings. Re-mulching operations should immediately follow an annual late winter or early spring cleanup of all bed areas. The secondary re-mulching should take place in the period of transition from late summer to early fall. Treat all mulched areas with pre-emergence weed chemical (see Weed Control section of these specifications). Maintain clean smooth curvilinear bed edges where planting beds meet lawn by cutting new trench edge 3" deep at least once each year in the spring.

### 3.10 IRRIGATION SYSTEMS AND WATERING

#### A. Task Description

1. Regularly monitor sprinkler irrigation system operations relative to condition of plant materials. Contact Owner if system operations do not promote optimum plant performance as required.
2. The field trees and other plantings which are not under automatic irrigation shall be watered during the contract period in cases of drought where condition of trees is being noticeably affected by weather. The appearance of the plant material or the use of a moisture meter may be used to determine the need for supplemental watering. Maintain healthy appearance of all plant material.

- #### B. Perform regular monitoring of watering operations as appropriate and in accordance with seasonal and climatic requirements and discuss these activities in monthly reports.

### 3.11 SIGN AND GROUND LIGHT MAINTENANCE

#### A. Task Description:

1. Maintain all signage as required to keep frameworks and letters free of dust, cobwebs, and other foreign matter. Keep signage looking neat and clean.
2. Remove mulch and debris from lenses of ground mounted lighting at the signs so that signage will always be properly illuminated.
3. Promptly report to the Owner observations of damage or vandalism to the signage or ground lighting.

#### B. Frequency and Timing:

1. Clean lenses of ground mounted lighting at every site visit, or as required.

### 3.12 CLEAN UP AND PROTECTION

- #### A. During landscape maintenance work, keep pavements clean and site in an orderly condition.

- #### B. Upon completion of work, clear grounds of debris, superfluous materials, and all equipment. Remove from site to satisfaction of Owner.

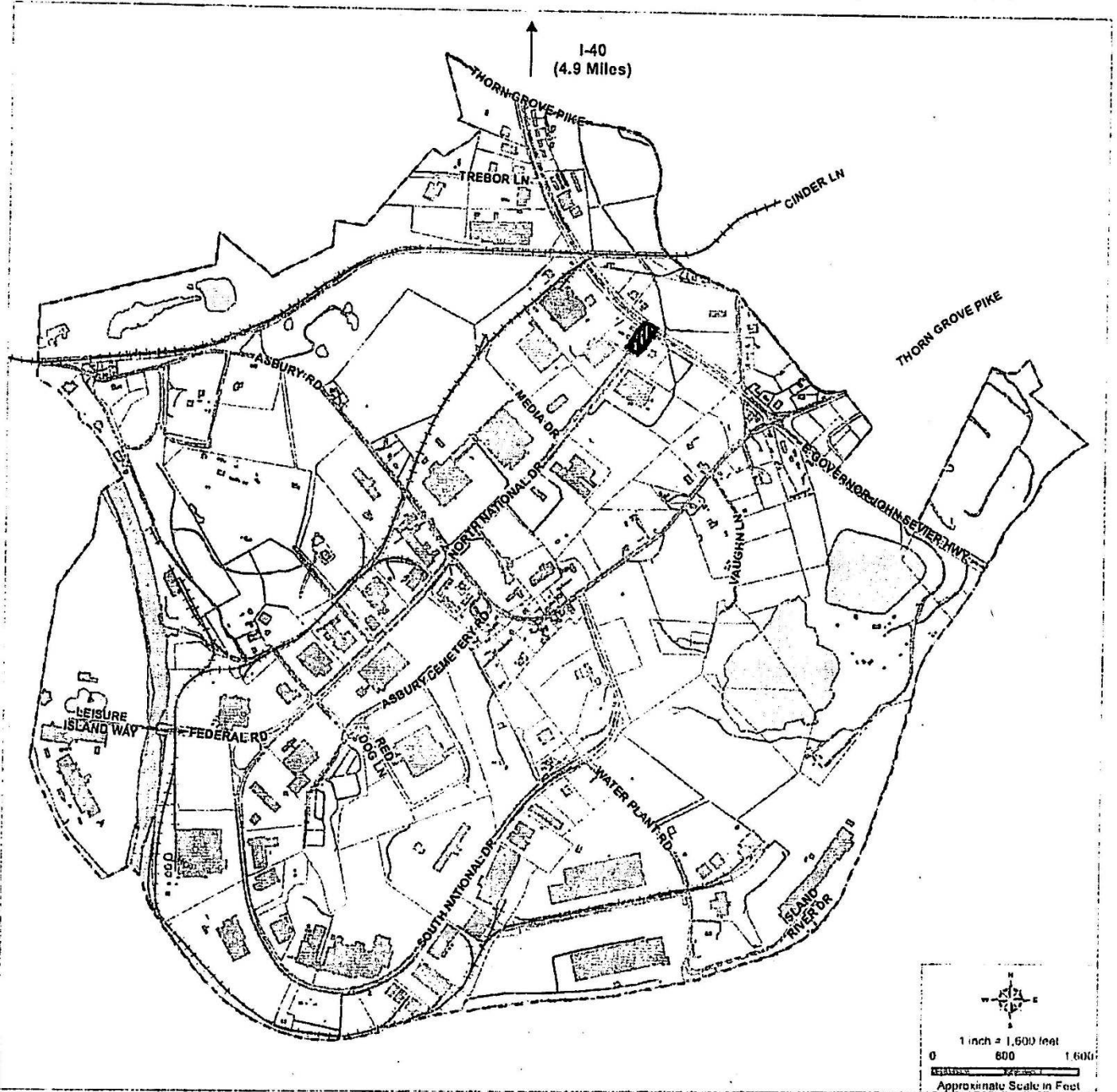
- #### C. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed, at no additional cost to Owner.

END OF SECTION

BUSINESS OPPORTUNITIES  
Opportunities in Knox County, Tennessee

# FORKS OF THE RIVER INDUSTRIAL PARK

NORTH AND SOUTH NATIONAL DRIVE | KNOXVILLE, TN 37914



## Available Sites

Print Date: 12/13/2019

Todd Napier, President and CEO  
17 Market Square, #201 • Knoxville, TN 37902  
Phone: (865) 546-5887 • Fax: (865) 546-6170  
tanapier@knoxdevelopment.org  
www.knoxdevelopment.org



THE  
**Development  
Corporation**  
OF KNOX COUNTY

LANDSCAPE MAINTENANCE  
CONTRACT DOCUMENTS

FOR

HARDIN  
BUSINESS PARK

THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE COUNTY OF KNOX  
Knox County, Tennessee

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between The Industrial Development Board of the County of Knox of Knox County, Tennessee, having its principal place of business in Knox County, Tennessee, hereinafter referred to as "**Owner**", and MBP Facilities Maintenance hereinafter referred to as "**Contractor**".

The Owner and Contractor hereby agree as follows:

1. The Contractor shall perform all landscape maintenance required by this contract for the Hardin Business Park located on property at the intersection of Hardin Valley Road and Bertelkamp Lane as described in the Specifications attached hereto. Contractor shall furnish all superintendence, labor, materials, tools, equipment, and transportation, all in accordance with this Agreement and attachments which constitute this contract.

### **2. DATE OF COMMENCEMENT AND TIME OF COMPLETION**

- A. This contract takes effect and contractor is to commence maintenance as of the date this Agreement is signed.
- B. The duration of this contract shall commence on July 1, 2026, through June 30, 2027, with an option to renew for an additional year (to be discussed later in this contract).
- C. The above listed commencement and completion dates are of the essence of the contract.

### **3. CONTRACT SUM**

- A. The Owner shall pay the Contractor for the performance of the work and the supplying of the materials the annual contract sum of eighteen thousand two hundred ninety-seven dollars and ninety-seven cents dollars (\$ 18,297.97 ). The owner may increase or decrease the contract amount during the course of the contract by applying a prorated value of the Contractor's unit prices provided under the Unit Price Schedule section. Any other changes in the contract sum shall not be made without prior approval of the Owner and the Contractor.

### **4. SERVICE PAYMENTS**

- A. Based upon monthly application for payments submitted by the Contractor to the Owner, the Owner shall make service payments on account of work completed and subsequently outlined in the monthly report and invoice. Applications for payments must be submitted by the \_\_\_\_\_<sup>th</sup> of the month and shall be paid by the \_\_\_\_\_<sup>th</sup> day of the following month. The Owner shall pay 100% of the service payment properly allocable to labor, supplies, and equipment incorporated in the work in accordance with the Unit Price Schedule.
- B. Payments will be withheld on account of work, which is not in accordance with the specifications or work which otherwise does not conform to acceptable standards in the industry.
- C. Payments will be withheld on account of failure to submit monthly landscape maintenance report.

### **5. CONTRACT DOCUMENTS**

- A. The contract documents consist of this Agreement, the Bid Summary Sheet, Summary of Work, and Landscape Maintenance.
- B. By signing this Agreement, the Contractor represents that he or she has visited the site and is familiar with local conditions under which the work is to be performed.
- C. The term "work" as used in the contract agreement includes all labor, materials, and equipment necessary to perform the landscape maintenance required by the contract documents.

### **6. OWNER**

The Owner's authorized representative during this project shall be: Mac McWhorter or his designee, 17 Market Square, Suite 201, Knoxville, TN 37902. The Owner shall issue all instructions to the Contractor.

### **7. CONTRACTOR**

- A. The Contractor shall be solely responsible for all portions of the work under the contract. This contract is based on the Contractor's good reputation, work ethic, and available equipment. The Contractor may subcontract portions of the work to be performed under this contract provided that at least fifty percent (50%) of the work is performed with the Contractor's own forces.
- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- C. The Contractor shall at all times enforce strict discipline and good order among his or her employees, and shall not employ on the work any person not skilled in the tasks assigned.
- D. The Contractor shall be responsible for the acts and omissions of all his or her employees.
- E. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his or her operations. At the completion of each stage of work, all waste materials and rubbish shall be removed from the project.
- F. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses and expense: (1) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself).
- G. Including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, regardless of whether or not is caused in part by a party indemnified hereunder.

**8. PROTECTION OF PERSON AND PROPERTY**

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He or she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All employees on the work and other persons who may be affected hereby;
  - 2. All work and all material and equipment to be incorporated therein; and
  - 3. Other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction of the safety of persons or property, or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor shall be remedied by the Contractor.

**9. TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment on a properly submitted application for payment for a period of thirty (30) days, upon receiving it from the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and for any proven loss sustained.

**10. TERMINATION BY THE OWNER**

If the Contractor defaults or neglects to carry out the work in accordance with this contract, the Owner may, after seven (7) days written notice to the Contractor, terminate the contract.

**11. CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect it from claims under public liability, and under worker's compensation acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or anyone directly employed by him. The Development Corporation of Knox County shall be listed as additionally insured in regards to general liability.

Commercial general liability limits shall be for a minimum of \$1,000,000.00 for each occurrence for personal injury in any one accident, \$1,000,000.00 for automobile liability in any one accident, and \$1,000,000.00 for workmen's compensation for any one accident. Certificates of such insurance shall be filed with the Owner before the commencement of work.

**12. OPTION TO RENEW**

Upon expiration of the contract, and based upon satisfactory work by the Contractor, both parties to this contract shall have the option to renew this contract for another one –year term at the contract sum. This option will not be extended, however, if material change in circumstances arise rendering a one year extension impossible or impractical.

This Agreement is entered into as of the day and year first written above.

**OWNER: THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
COUNTY OF KNOX**

BY: \_\_\_\_\_

**TIFFANY GARDNER  
CHAIR OF THE IDB**

ATTEST: \_\_\_\_\_

**CONTRACTOR: MBP FACILITIES MAINTENANCE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**BID SUMMARY SHEET**

For purposes of this contract Bid summary total is for a **12-month period**. Beginning **July 1<sup>st</sup>, 2026**, through **June 30<sup>th</sup>, 2027**. Monthly payments of \$ 1,524.83 will be paid upon receipt of invoice.

**Landscape Maintenance for  
Hardin Business Park  
July 1, 2026**

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROUTINE MAINTENANCE TASKS				
General Site Clean-up (Except Tree Removal)	EA.	52	\$ <u>25.76</u>	\$ <u>1,339.52</u>
Mowing – Turf type (see Exhibit “A”)	EA.	35	\$ <u>304.37</u>	\$ <u>10,652.95</u>
Mowing - Bush hog (TBD)	PER AC.	2	\$ _____	\$ _____
Fertilize Turf Areas - April	L.S.	1	\$ <u>877.75</u>	\$ <u>877.75</u>
Fertilize Turf Areas - September	L.S.	1	\$ <u>877.75</u>	\$ <u>877.75</u>
Fertilize Trees	L.S.	1	\$ _____	\$ _____
Fertilize Shrubs and Ground Cover	L.S.	1	\$ _____	\$ _____
Weed Control (as needed)	L.S.	1	\$ <u>1400.00</u>	\$ <u>1,400.00</u>
Pruning	L.S.	1	\$ <u>1400.00</u>	\$ <u>1,400.00</u>
Mulching (100 cu. yd./application)	C.Y.	1	\$ <u>1,750.00</u>	\$ <u>1,750.00</u>
Sign & Ground Light Maintenance	L.S.	1	\$ _____	\$ _____
Herbicide Spraying of Stone Riprap & Shoulders	EA.		\$ _____	\$ _____
Treatment for Fire Ants	EA.		\$ _____	\$ _____
<b>TOTAL BID</b>			\$ <u><b>18,297.97</b></u>	

## SUMMARY OF WORK

### 1.01 DESCRIPTION

- A. Work Covered by Contract Documents:  
Work included in this contract includes, but is not limited to, the landscape maintenance of Hardin Business Park and adjacent rights-of-way consisting of general site clean-up, mowing with turf-type and bush hog mowers, planting and maintaining annuals and perennials, soil testing, fertilization, weed control, disease and insect control, pruning, mulching, watering.

### 1.02 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
  - 1. Labor, materials, and equipment.
  - 2. Tools, maintenance equipment, and machinery.
  - 3. Water and utilities required for landscape maintenance other than water used by sprinkler irrigation systems.
  - 4. Other facilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
  - 1. Permits.
  - 2. Fees and licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear upon performance of work.

### 1.03 CONTRACTS

Perform work under single unit price Contract based on the sum of the extended total of quantities shown on the bid form for each item times the unit price bid by the Contractor. The Contract Sum will be adjusted by Change Order to reflect the final quantities.

### 1.04 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
  - 1. Law.
  - 2. Ordinances.
  - 3. Permits.
  - 4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed to the satisfaction of the Owner, at no additional cost to Owner.

END OF SECTION

## LANDSCAPE MAINTENANCE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

Maintain the site by mowing, weeding, pruning, fertilizing, planting annuals and re-planting perennials, and performing all other tasks required or inferred from the specifications to complete the work of this section.

#### 1.02 SUBMITTAL

- A. Monthly Landscape Maintenance Report:  
Submit monthly report of landscape maintenance work performed, which report shall accompany the monthly application for payment.

#### 1.03 PROJECT CONDITIONS

- A. Scope of work:  
The entire site shall be maintained as specified herein. The Contractor shall be responsible to maintain all portions of the site including undeveloped parcels which are under the control of the Owner and all property within County or State rights-of-way as described herein.
- B. Site Conditions:  
The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his or her work. No consideration will be given any claim based on lack of knowledge of existing conditions. The Contractor shall be responsible to maintain the site in the specified manner regardless of site conditions. The Owner shall be notified in writing of any significant changes in site conditions which may occur during the contract period.
- C. Protect existing planting, lawns, utilities, paving, and other facilities from damage caused by landscape maintenance operations. Promptly repair any and all damage to existing improvements to the Owner's satisfaction.
- D. Existing Utilities:  
Determine location of underground utilities. Perform work in a manner which will avoid possible damage. All damage to utilities resulting from work covered in these specifications shall be repaired at the Contractor's expense.
- E. Timing of Work:  
Perform maintenance operations during suitable weather conditions.

### PART 2 - PRODUCTS

#### 2.01 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Water transportation is the sole responsibility of the Contractor.
- B. Mulch: 6 month old well-rotted shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- C. Pre-Emergence Herbicide for general use shall be "Ronstar," "Casaron," or approved equal. Apply at the rates, times, and manner recommended by the manufacturer.

### PART 3 – EXECUTION (Reference attached Exhibit "A" for all tasks)

### 3.01 PREPARATION

#### A. General

1. Contractor must examine conditions under which landscape maintenance is to be performed.
2. Landscape Maintenance operations are to be performed at such times of the year as appropriate to each respective task. Perform maintenance operations only during periods when weather conditions are suitable.
3. Notify Owner of adverse site conditions. State conditions and submit a proposal for correction including costs. Obtain approval for method of correction in writing prior to continuing work in the affected area.
4. Landscape Maintenance shall be performed only by experienced workmen familiar with maintenance procedures under the supervision of a qualified supervisor.

### 3.02 GENERAL SITE CLEAN-UP

#### A. Task Description

1. The entire site, including County rights-of-way, shall be kept neat and free of litter and debris. All litter including paper, plastic, foil, etc. shall be removed before beginning any mowing operations. Use blowing equipment to clean pavement, bed areas, tree mulch rings, etc. as required.
2. Spray herbicide to maintain all rip-rap and stone shoulder areas weed free and neat and clean in appearance as needed.
3. Perform leaf removal as required to keep pavements, turf, and planting bed areas neat and orderly.
4. Monitor condition and appearance of site, lighting, plantings, and signage. Promptly notify Owner of vandalism or damage when necessary repairs are beyond the scope of work described herein.

#### B. Frequency and Timing

Clean-up and monitoring operations should occur during every site visit and not less than once every seven (7) days throughout the contract period.

### 3.03 MOWING

#### A. Task Description

The mowing regimes required for tracts that are not developed or otherwise maintained by owner for the projects are as follows: (reference Exhibit "A")

1. Turf-type mowing for maintaining lawn areas shall occur in a zone twenty (20) feet wide from the edge of the Hardin Valley Road along the entire property frontage; in a ten (10) feet around the entrance planting beds; in a zone one mower width around the buffer between the evergreen trees in the buffer, and on the east side of the property; and from the back of the curb, around the trees, and one mower width behind the trees, along Bertelkamp Lane.;
2. Trim all edges of lawn areas at curbs, tree mulch rings, bed edges, etc. with string trimmers or metal blade edger's to maintain neat, orderly appearance of edges.
3. Clean all pavement, tree mulch rings, bed areas, etc. of grass clippings and other debris immediately following mowing operations.
4. Bush hog-type mowing for maintaining field areas shall occur on all sites under control of the Owner which are not specifically listed above, as required by owner.

#### B. Frequency and Timing

1. Turf-type mowing shall be performed from March 15 to October 15 at a frequency such that no more than one-third of leaf area is removed at any one time. Mow no less than once every seven (7) days from April 1 to Mid-June. Mow as needed during remainder of the season but no less than once every ten (10) days. Maintain lawn at two to three inches in height. Trim at each mowing.
2. Bush hog-type mowing shall be performed as required by Owner.

### 3.04 ANNUALS AND PERENNIALS

No flowering plants are currently planted in the entrance beds.

### 3.05 FERTILIZATION

1. Lawn Areas
  - a. Fertilize all turf-type areas with twenty-five (25) pounds of 6-12-12 and three (3) pounds of ammonium nitrate per 1000 square feet in April.
  - b. Fertilize all turf-type areas with fifteen (15) pounds of 6-12-12 per 1000 SF in September or October.
2. Trees

Trees should be fertilized at the rate of two pounds of 19-19-19 for each inch of trunk diameter, measured about four feet above the ground. The fertilizer should be broadcast under the tree on both sides of the drip line.
3. Shrubs

All shrubs should be fertilized using one pound of 15-15-15 per 100 square feet of bed area. Use specially formulated fertilizers for acid loving plants in accordance with manufacturer's instructions.
4. Ground Covers

Fertilize ground cover beds at the rate of two pounds of 15-15-15 for each 1000 square feet of bed area.
5. Frequency and Timing
  1. Lawn Areas

Apply fertilizer at times noted in Task Description above.
  2. Trees

Apply fertilizer between March 15 and April 15.
  3. Shrubs

Apply fertilizer between March 15 and April 15.
  4. Ground Covers

Apply fertilizer between March 15 and April 15.

### 3.06 WEED CONTROL

Chemicals for weed control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

- A. Task Description
  1. Pre-emergence weed chemical (Casaron, Ronstar, or Dymid) shall be applied to all mulched areas, except perennial plantings, in accordance with manufacturers recommendations. In areas of perennial plantings, use Dacthal or equal pre-emergence weed chemical in lieu of the chemicals above in accordance with manufacturer's recommendations.
  2. Control weeds by hand weeding and/or application of contact herbicides (Roundup, Post, etc.) as required to keep beds weed free, grounds looking attractive, and to prevent production of new weed seed.
  3. Lawn weed control shall be included in an overall program of fertilization and weed control for lawn areas.
  4. All rip-rap and stone shoulders should be treated with contact herbicides twice monthly to keep these areas weed free. (estimated total of 14 times annually)
  5. Any trees, shrubs, ground covers, perennials, or annuals damaged by chemical weed control operations shall be replaced by the Contractor at no cost to the Owner.
- B. Frequency and Timing

The large majority of weed seeds will germinate in the early spring. To achieve the most cost-effective weed-free landscape begin pre-emergence weed control measures described above before weeds begin to emerge.

  1. Pre-emergence chemical should be applied a minimum of three (3) times per year beginning with one application in the early spring with subsequent applications at intervals as recommended by the manufacturer or no greater than sixty (60) days.
  2. Control all weeds by hand weeding or application of contact herbicides as required.

### 3.07 DISEASE AND INSECT CONTROL

#### A. Task Description

Chemicals for pest control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

1. Perform landscape maintenance procedures to discourage wounding the trunks, stems, and roots of plants, since wounds provide points of entry for pests.
2. Continuously monitor all plantings for pest infestation. Consult local County Agriculture Extension agent or University of Tennessee Entomology and Plant Pathology Extension Service immediately when possible pest damage is observed.
3. Submit to the Owner in writing statement of the pest observed, the procedure to eliminate the pest, and the cost to perform pest control work. Obtain Owner's approval prior to beginning pest control work.

#### B. Frequency and Timing

Perform pest control operations on an as-needed basis.

### 3.08 PRUNING

#### A. Task Description

##### 1. Trees

- a. All deciduous tree types will require selective pruning periodically. Pruning shall be performed on a regular basis to eliminate undesirable branching and to avoid unnecessarily large pruning wounds. Any minor injuries or open wounds, including pruning wounds, should be treated with commercial tree paint. Other than specific requirements listed below, the trees should be left to assume their natural forms.
- b. Prune only to remove dead, damaged, or diseased wood or to eliminate undesirable branching. Maintain pin oaks with 6-7' of clear trunk. Maintain clump redbuds with 3' of trunks clear of twigs.

##### 2. Shrubs

- a. There are two pruning techniques to be used for the shrubs on this site: selective pruning and shearing. The shrubs on this property shall be allowed to grow together into shrub masses and be maintained in a loose natural form and the pruning should reflect this design intent. Shrubs should not be pruned into discrete individual forms unless otherwise stated below.
- b. Plants which have showy berries (American and Foster's holly) set berries from flowers borne in the spring. For best flower and berry production, prune just after the danger of severe frost is past in the spring.
- c. Rotundifolia holly should be pruned at regular intervals as required to maintain a natural, loosely rounded form. Do not shear each plant into a discrete form, encourage plants to form shrub mass.
- d. Compact pfitzer juniper require no pruning and should be allowed to grow together into a solid mass.

##### 3. Frequency and Timing

- a. Tree pruning should occur in the late winter or early spring. Severe pruning of redbuds or dogwoods at this time is not acceptable as bloom buds are removed. Prune redbuds and dogwoods in spring following flowering.
- b. Pruning promotes and encourages new growth which is sensitive to freezing or excessive heat. Therefore, prune shrubs in the mid to late spring or late summer to avoid stimulating new growth immediately prior to the stresses of winter freeze or summer heat.
- c. The timing for pruning specific shrubs is noted above.

### 3.09 MULCH

Replenish hardwood bark mulch twice annually to maintain 2" minimum depth in all mulched areas including tree rings. Re-mulching operations should immediately follow an annual late winter or early spring cleanup of all bed areas. The secondary re-mulching should take place in the period of transition from late summer to early fall. Treat all mulched areas with pre-emergence weed chemical (see Weed Control section of these specifications). Maintain clean smooth curvilinear bed edges where planting beds meet lawn by cutting new

trench edge 3" deep at least once each year in the spring.

### 3.10 IRRIGATION SYSTEMS AND WATERING

#### A. Task Description

1. Regularly monitor sprinkler irrigation system operations relative to condition of plant materials. Contact Owner if system operations do not promote optimum plant performance as required.
2. The field trees and other plantings which are not under automatic irrigation shall be watered during the contract period in cases of drought where condition of trees is being noticeably effected by weather. The appearance of the plant material or the use of a moisture meter may be used to determine the need for supplemental watering. Maintain healthy appearance of all plant material.

- #### B. Perform regular monitoring of watering operations as appropriate and in accordance with seasonal and climatic requirements and discuss these activities in monthly reports.

### 3.11 SIGN AND GROUND LIGHT MAINTENANCE

#### A. Task Description:

1. Maintain all signage as required to keep frameworks and letters free of dust, cobwebs, and other foreign matter. Keep signage looking neat and clean.
2. Remove mulch and debris from lenses of ground mounted lighting at the signs so that signage will be properly illuminated at all times.
3. Promptly report to the Owner observations of damage or vandalism to the signage or ground lighting.

#### B. Frequency and Timing:

1. Clean lenses of ground mounted lighting at every site visit, or as required.

### 3.12 CLEAN UP AND PROTECTION

- #### A. During landscape maintenance work, keep pavements clean and site in an orderly condition.
- #### B. Upon completion of work, clear grounds of trash, debris, superfluous materials, and all equipment. Remove from site to satisfaction of Owner.
- #### C. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed, at no additional cost to Owner.

END OF SECTION

# EXHIBIT "A"

## BUSINESS PARK PROFILE

Opportunities in Knox County, Tennessee

# HARDIN BUSINESS PARK

BERTELKAMP LN | KNOXVILLE, TN 37932



### Available Sites

Note: Parcel dimensions are shown for reference only and may not represent actual surveyed dimensions  
Print Date: 12/16/2019

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17 Market Square, #201 • Knoxville, TN 37902  
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www.knoxdevelopment.org



LANDSCAPE MAINTENANCE  
CONTRACT DOCUMENTS

FOR

KARNS VALLEY  
BUSINESS PARK

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF KNOX  
Knox County, Tennessee

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between The Industrial Development Board of the County of Knox of Knox County, Tennessee, having its principal place of business in Knox County, Tennessee, hereinafter referred to as “**Owner**”, and MPB Facilities Maintenance hereinafter referred to as “**Contractor**”.

The Owner and Contractor hereby agree as follows:

- 1.** The Contractor shall perform all landscape maintenance required by this contract for the **Karns Valley Business Park** located on property at Production Lane and Garrison Road. Contractor shall furnish all superintendence, labor, materials, tools, equipment, and transportation, all in accordance with this Agreement and attachments which constitute this contract.
- 2. DATE OF COMMENCEMENT AND TIME OF COMPLETION**
  - A. This contract takes effect and contractor is to commence maintenance as of the date this Agreement is signed.
  - B. The duration of this contract shall commence on July 1, 2026 through June 30, 2027, with an option to renew for an additional year (to be discussed later in this contract).
  - C. The above listed commencement and completion dates are of the essence of the contract.
- 3. CONTRACT SUM**
  - A. The Owner shall pay the Contractor for the performance of the work and the supplying of the materials the annual contract sum of sixty-six thousand two hundred forty four dollars and forty-one cents (\$ 66,244.41). The owner may increase or decrease the contract amount during the contract by applying a prorated value of the Contractor’s unit prices provided under the Unit Price Schedule section. Any other changes in the contract sum shall not be made without prior approval of the Owner and the Contractor.
- 4. SERVICE PAYMENTS**
  - A. Based upon monthly application for payments submitted by the Contractor to the Owner, the Owner shall make service payments on account of work completed and subsequently outlined in the monthly report and invoice. Applications for payments must be submitted by the \_\_\_\_\_<sup>th</sup> of the month and shall be paid by the \_\_\_\_\_<sup>th</sup> day of the following month. The Owner shall pay 100% of the service payment properly allocable to labor, supplies, and equipment incorporated in the work in accordance with the Unit Price Schedule.
  - B. Payments will be withheld on account of work, which is not in accordance with the specifications or work which otherwise does not conform to acceptable standards in the industry.
  - C. Payments will be withheld on account of failure to submit monthly landscape maintenance report.
- 5. CONTRACT DOCUMENTS**
  - A. The contract documents consist of this Agreement, the Bid Summary Sheet, Summary of Work, and Landscape Maintenance.
  - B. By signing this Agreement, the Contractor represents that he or she has visited the site and is familiar with local conditions under which the work is to be performed.
  - C. The term “work” as used in the contract agreement includes all labor, materials, and equipment necessary to perform the landscape maintenance required by the contract documents.
- 6. OWNER**

The Owner’s authorized representative during this project shall be: Mac McWhorter or his designee, 17 Market Square, Suite 201, Knoxville, TN 37902. The Owner shall issue all instructions to the Contractor.
- 7. CONTRACTOR**
  - A. The Contractor shall be solely responsible for all portions of the work under the contract. This contract is based on the Contractor’s good reputation, work ethic, and available equipment. The Contractor

may subcontract portions of the work to be performed under this contract provided that at least fifty percent (50%) of the work is performed with the Contractor's own forces.

- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- C. The Contractor shall always enforce strict discipline and good order among his or her employees and shall not employ on the work any person not skilled in the tasks assigned.
- D. The Contractor shall be responsible for the acts and omissions of all his or her employees.
- E. The Contractor always shall keep the premises free from accumulation of waste materials or rubbish caused by his or her operations. At the completion of each stage of work, all waste materials and rubbish shall be removed from the project.
- F. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses and expense: (1) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself).
- G. Including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, regardless of whether or not is caused in part by a party indemnified hereunder.

#### **8. PROTECTION OF PERSON AND PROPERTY**

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He or she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All employees on the work and other persons who may be affected hereby.
  - 2. All work and all material and equipment to be incorporated therein; and
  - 3. Other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction of the safety of persons or property, or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor shall be remedied by the Contractor.

#### **9. TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment on a properly submitted application for payment for a period of thirty (30) days, upon receiving it from the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and for any proven loss sustained.

#### **10. TERMINATION BY THE OWNER**

If the Contractor defaults or neglects to carry out the work in accordance with this contract, the Owner may, after seven (7) days written notice to the Contractor, terminate the contract.

#### **11. CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect it from claims under public liability, and under worker's compensation acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or anyone directly employed by him. The Industrial Development Board of the County of Knox shall be listed as additionally insured regarding general liability.

Commercial general liability limits shall be for a maximum of \$1,000,000.00 for each occurrence for personal injury in any one accident, \$1,000,000.00 for automobile liability in any one accident, and \$1,000,000.00 for workmen's compensation for any one accident. Certificates of such insurance shall be filed with the Owner before the commencement of work.

**12. OPTION TO RENEW**

Upon expiration of the contract, and based upon satisfactory work by the Contractor, both parties to this contract shall have the option to renew this contract for another one –year term at the contract sum. This option will not be extended, however, if material change in circumstances arise rendering a one-year extension impossible or impractical.

This Agreement is entered into as of the day and year first written above.

**OWNER: THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
COUNTY OF KNOX**

BY: \_\_\_\_\_

**TIFFANY GARDNER  
CHAIR OF THE IDB**

ATTEST: \_\_\_\_\_

**CONTRACTOR: MPB FACILITIES MAINTENANCE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**BID SUMMARY SHEET**

For purposes of this contract Bid summary total is for a 12-month period. Beginning July 1<sup>st</sup>, 2026 through June 30, 2027. Monthly payments of **\$5,520.37** will be paid upon receipt of invoice.

**Landscape Maintenance for  
Karns Valley Business Park  
July 1, 2026**

ITEM	UNIT PRICE	TOTAL	UNIT	QUANTITY
ROUTINE MAINTENANCE TASKS				
General Site Clean-up (Except Tree Removal)	EA.	52	\$ <u>90.00</u>	\$ <u>4,680.00</u>
Mowing – Turf type (SEE EXHIBIT “A”)	EA.	35	\$ <u>805.71</u>	\$ <u>28,199.85</u>
Mowing - Bush hog	PER AC.		\$ _____	\$ <u>6,014.56</u>
Soil Testing	L.S.		\$ _____	\$ <u>40.00</u>
Fertilize Turf Areas - April	L.S.	1	\$ _____	\$ <u>2,760.00</u>
Fertilize Turf Areas - September	L.S.	1	\$ _____	\$ <u>2,760.00</u>
Fertilize Trees	L.S.	1	\$ _____	\$ <u>1,880.00</u>
Fertilize Shrubs and Ground Cover	L.S.	1	\$ _____	\$ <u>2,370.00</u>
Weed Control (as needed)	L.S.	1	\$ _____	\$ <u>3,775.00</u>
Pruning	L.S.	1	\$ _____	\$ <u>3,140.00</u>
Mulching (100 cu. yd./application)	C.Y.	2	\$ <u>4,367.50</u>	\$ <u>8,735.00</u>
Sign & Ground Light Maintenance	L.S.	1	\$ _____	\$ _____
Herbicide Spraying of Stone Riprap & Shoulders	EA.		\$ _____	\$ <u>1,890.00</u>
Watering and Irrigation System Maintenance	EA.		\$ _____	\$ _____
<b>TOTAL BID</b>			<b>\$ <u>66,244.41</u></b>	

## SUMMARY OF WORK

### 1.01 DESCRIPTION

- A. Work Covered by Contract Documents:  
Work included in this contract includes, but is not limited to, the landscape maintenance of **Karns Valley Business Park** and adjacent rights-of-way consisting of general site clean-up, mowing with turf-type and bush hog mowers, planting and maintaining annuals and perennials, soil testing, fertilization, weed control, disease and insect control, pruning, mulching, watering.

### 1.02 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
1. Labor, materials, and equipment.
  2. Tools, maintenance equipment, and machinery.
  3. Water and utilities required for landscape maintenance other than water used by sprinkler irrigation systems.
  4. Other facilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
1. Permits.
  2. Fees and licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear upon performance of work.

### 1.03 CONTRACTS

Perform work under single unit price Contract based on the sum of the extended total of quantities shown on the bid form for each item times the unit price bid by the Contractor. The Contract Sum will be adjusted by Change Order to reflect the final quantities.

### 1.04 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
1. Law.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed to the satisfaction of the Owner, at no additional cost to Owner.

END OF SECTION

## LANDSCAPE MAINTENANCE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

Maintain the site by mowing, weeding, pruning, fertilizing, planting annuals and re-planting perennials, and performing all other tasks required or inferred from the specifications to complete the work of this section.

#### 1.02 SUBMITTAL

- A. Monthly Landscape Maintenance Report:  
Submit monthly report of landscape maintenance work performed, which report shall accompany the monthly application for payment.

#### 1.03 PROJECT CONDITIONS

- A. Scope of work:  
The entire site shall be maintained as specified herein. The Contractor shall be responsible to maintain all portions of the site including undeveloped parcels which are under the control of the Owner and all property within County or State rights-of-way as described herein.
- B. Site Conditions:  
The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his or her work. No consideration will be given any claim based on lack of knowledge of existing conditions. The Contractor shall be responsible to maintain the site in the specified manner regardless of site conditions. The Owner shall be notified in writing of any significant changes in site conditions which may occur during the contract period.
- C. Protect existing planting, lawns, utilities, paving, and other facilities from damage caused by landscape maintenance operations. Promptly repair any and all damage to existing improvements to the Owner's satisfaction.
- D. Existing Utilities:  
Determine location of underground utilities. Perform work in a manner which will avoid possible damage. All damage to utilities resulting from work covered in these specifications shall be repaired at the Contractor's expense.
- E. Timing of Work:  
Perform maintenance operations during suitable weather conditions.

### PART 2 - PRODUCTS

#### 2.01 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Water transportation is the sole responsibility of the Contractor.
- B. Mulch: 6-month-old well-rotted shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- C. Pre-Emergence Herbicide for general use shall be "Ronstar," "Casaron," or approved equal. Apply at the rates, times, and manner recommended by the manufacturer.

PART 3 – EXECUTION (Reference attached Exhibit “A” for all tasks)

3.01 PREPARATION

A. General

1. Contractor must examine conditions under which landscape maintenance is to be performed.
2. Landscape Maintenance operations are to be performed at such times of the year as appropriate to each respective task. Perform maintenance operations only during periods when weather conditions are suitable.
3. Notify Owner of adverse site conditions. State conditions and submit a proposal for correction including costs. Obtain approval for method of correction in writing prior to continuing work in the affected area.
4. Landscape Maintenance shall be performed only by experienced workmen familiar with maintenance procedures under the supervision of a qualified supervisor.

3.02 GENERAL SITE CLEAN-UP

A. Task Description

1. The entire site, including County rights-of-way, shall be kept neat and free of litter and debris. All litter including paper, plastic, foil, etc. shall be removed before beginning any mowing operations. Use blowing equipment to clean pavement, bed areas, tree mulch rings, etc. as required.
2. Spray herbicide to maintain all rip-rap and stone shoulder areas weed free and neat and clean in appearance as needed.
3. Perform leaf removal as required to keep pavements, turf, and planting bed areas neat and orderly.
4. Monitor condition and appearance of site, lighting, plantings, and signage. Promptly notify Owner of vandalism or damage when necessary repairs are beyond the scope of work described herein.

B. Frequency and Timing

Clean-up and monitoring operations should occur during every site visit and not less than once every seven (7) days throughout the contract period.

3.03 MOWING

A. Task Description

The mowing regimes required for tracts that are not developed or otherwise maintained by owner for the projects are as follows: (See Exhibit “A” for location of mow areas described in this section)

1. Turf-type mowing shall occur in irregularly shaped zones on either side of the Hardin Valley entry from back of curb to top of bank along the entire property frontage. Area 1 shall extend from Wescott Blvd. west to where the tree line paralleling the Hardin Valley Road begins. Area 2 shall extend from Wescott Blvd. 375 feet to the east.
2. Turf-type mowing shall occur in area 3, which is adjacent to the entry sign along the Cross-Lane frontage, in all mowable areas along the shoulder, on the embankment, and the bottom of the embankment.
3. Turf-type mowing shall occur in area 5 from the edge of the curb to the fence.
4. Turf type mowing shall occur in areas 6, 7, 8, 9 and 10 from the curb to the top of the bank and behind the groupings in area 9.
5. Trim all edges of lawn areas at curbs, tree mulch rings, bed edges, etc. with string trimmers to maintain neat, orderly appearance of edges
6. Bush hog-type mowing for maintaining field areas shall occur on all sites under control of the Owner which are not specifically listed above, as required by owner.
7. All steep slopes within the R.O.W. turf-type mowing area shall be maintained as turf.
8. Clean all pavement, tree mulch rings, bed areas, etc. of grass clippings and other debris immediately following mowing operations.

B. Frequency and Timing

1. Turf-type mowing shall be performed from March 15 to October 15 at a frequency such that no more than one-third of leaf area is removed at any one time. Mow no less than once every seven (7) days from April 1 to Mid-June. Mow as needed during remainder of the season but no less than once every ten (10) days. Maintain lawn at two to three inches in height. Trim at each mowing.
2. Bush hog-type mowing shall be performed as required by Owner.

### 3.04 ANNUALS AND PERENNIALS

Maintain perennials and annuals by removing dead foliage, pruning, removing and replacing dead or damaged annuals during the season and removing annuals immediately after first frost in the fall.

### 3.05 FERTILIZATION

1. Lawn Areas
  - a. Fertilize all turf-type areas with twenty-five (25) pounds of 6-12-12 and three (3) pounds of ammonium nitrate per 1000 square feet in April.
  - b. Fertilize all turf-type areas with fifteen (15) pounds of 6-12-12 per 1000 SF in September or October.
2. Trees

Trees should be fertilized at the rate of two pounds of 19-19-19 for each inch of trunk diameter, measured about four feet above the ground. The fertilizer should be broadcast under the tree on both sides of the drip line.
3. Shrubs

All shrubs should be fertilized using one pound of 15-15-15 per 100 square feet of bed area. Use specially formulated fertilizers for acid loving plants in accordance with manufacturer's instructions.
4. Ground Covers

Fertilize ground cover beds at the rate of two pounds of 15-15-15 for each 1000 square feet of bed area.
5. Annuals and Perennials
  1. Fertilize annuals with 12-24-24 at a rate of one ounce for each sixty (60) square feet of bed area.
  2. Top dress perennials with 5-10-20 at a rate of one ounce for each sixty (60) square feet of bed area.
6. Frequency and Timing
  1. Lawn Areas

Apply fertilizer at times noted in Task Description above.
  2. Trees

Apply fertilizer between March 15 and April 15.
  3. Shrubs

Apply fertilizer between March 15 and April 15.
  4. Ground Covers

Apply fertilizer between March 15 and April 15.
  5. Annuals and Perennials
    - a. Incorporate fertilizer into soil mix prior to planting annuals. Top dress as needed thereafter.
    - b. Top dress perennials with fertilizer between March 1 and March 15.

### 3.06 WEED CONTROL

Chemicals for weed control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

#### A. Task Description

1. Pre-emergence weed chemical (Casaron, Ronstar, or Dymid) shall be applied to all mulched areas, except perennial plantings, in accordance with manufacturers recommendations. In areas of perennial plantings, use Dacthal or equal pre-emergence weed chemical in lieu of the chemicals above in accordance with manufacturer's recommendations.
2. Control weeds by hand weeding and/or application of contact herbicides (Roundup, Post, etc.) as required to keep beds weed free, grounds looking attractive, and to prevent production of new weed seed.
3. Lawn weed control shall be included in an overall program of fertilization and weed control for lawn areas.
4. All riprap and stone shoulders should be treated with contact herbicides twice monthly to keep these areas weed free. (estimated total of 14 times annually)
5. Any trees, shrubs, ground covers, perennials, or annuals damaged by chemical weed control operations shall be replaced by the Contractor at no cost to the Owner.

B. Frequency and Timing

The large majority of weed seeds will germinate in the early spring. To achieve the most cost-effective weed-free landscape begin pre-emergence weed control measures described above before weeds begin to emerge.

1. Pre-emergence chemical should be applied a minimum of three (3) times per year beginning with one application in the early spring with subsequent applications at intervals as recommended by the manufacturer or no greater than sixty (60) days.
2. Control all weeds by hand weeding or application of contact herbicides as required.

3.07 DISEASE AND INSECT CONTROL

A. Task Description

Chemicals for pest control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

1. Perform landscape maintenance procedures to discourage wounding the trunks, stems, and roots of plants, since wounds provide points of entry for pests.
2. Continuously monitor all plantings for pest infestation. Consult local County Agriculture Extension agent or University of Tennessee Entomology and Plant Pathology Extension Service immediately when possible pest damage is observed.
3. Submit to the Owner in writing statement of the pest observed, the procedure to eliminate the pest, and the cost to perform pest control work. Obtain Owner's approval prior to beginning pest control work.

B. Frequency and Timing

Perform pest control operations on an as-needed basis.

3.08 PRUNING

A. Task Description

1. Trees

- a. All deciduous tree types will require selective pruning periodically. Pruning shall be performed on a regular basis to eliminate undesirable branching and to avoid unnecessarily large pruning wounds. Any minor injuries or open wounds, including pruning wounds, should be treated with commercial tree paint. Other than specific requirements listed below, the trees should be left to assume their natural forms.
- b. Prune only to remove dead, damaged, or diseased wood or to eliminate undesirable branching. Maintain pin oaks with 6-7' of clear trunk. Maintain clump redbuds with 3' of trunks clear of twigs.

2. Shrubs

- a. There are two pruning techniques to be used for the shrubs on this site: selective pruning and shearing. The shrubs on this property shall be allowed to grow together into shrub masses and be maintained in a loose natural form and the pruning should reflect this design intent. Shrubs should not be pruned into discrete individual forms unless otherwise stated below.
- b. Plants which have showy berries (American and Foster's holly) set berries from flowers borne in the spring. For best flower and berry production, prune just after the danger of severe frost is past in the spring.
- c. Rotundifolia holly should be pruned at regular intervals as required to maintain a natural, loosely rounded form. Do not shear each plant into a discrete form, encourage plants to form shrub mass.
- d. Compact pfitzer juniper requires no pruning and should be allowed to grow together into a solid mass.

3. Frequency and Timing

- a. Tree pruning should occur in the late winter or early spring. Severe pruning of redbuds or dogwoods at this time is not acceptable as bloom buds are removed. Prune redbuds and dogwoods in spring following flowering.
- b. Pruning promotes and encourages new growth which is sensitive to freezing or excessive heat. Therefore, prune shrubs in the mid to late spring or late summer to avoid stimulating new growth immediately prior to the stresses of winter freeze or summer heat.
- c. The timing for pruning specific shrubs is noted above.

3.09 MULCH

Replenish hardwood bark mulch twice annually to maintain 2" minimum depth in all mulched areas including tree rings. Re-mulching operations should immediately follow an annual late winter or early spring cleanup of all bed areas. The secondary re-mulching should take place in the period of transition from late summer to early fall. Treat all mulched areas with pre-emergence weed chemical (see Weed Control section of these specifications). Maintain clean smooth

curvilinear bed edges where planting beds meet lawn by cutting new trench edge 3" deep at least once each year in the spring.

### 3.10 IRRIGATION SYSTEMS AND WATERING

#### A. Task Description

1. Regularly monitor sprinkler irrigation system operations relative to condition of plant materials. Contact Owner if system operations do not promote optimum plant performance as required.
  2. The field trees and other plantings which are not under automatic irrigation shall be watered during the contract period in cases of drought where condition of trees is being noticeably affected by weather. The appearance of the plant material or the use of a moisture meter may be used to determine the need for supplemental watering. Maintain healthy appearance of all plant material.
- B. Perform regular monitoring of watering operations as appropriate and in accordance with seasonal and climatic requirements and discuss these activities in monthly reports.

### 3.11 SIGN AND GROUND LIGHT MAINTENANCE

#### A. Task Description:

1. Maintain all signage as required to keep frameworks and letters free of dust, cobwebs, and other foreign matter. Keep signage looking neat and clean.
2. Remove mulch and debris from lenses of ground mounted lighting at the signs so that signage will always be properly illuminated.
3. Promptly report to the Owner observations of damage or vandalism to the signage or ground lighting.

#### B. Frequency and Timing:

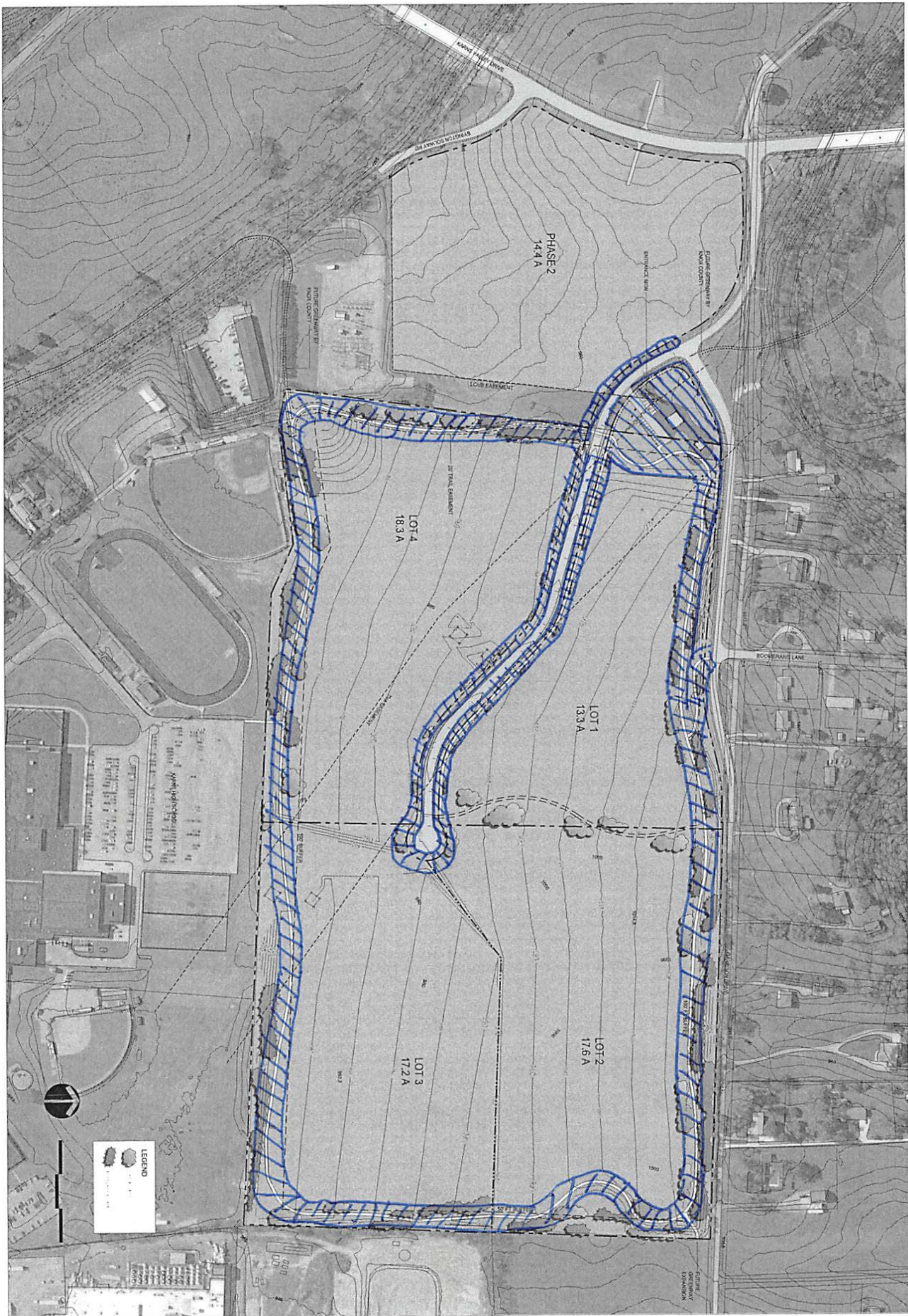
1. Clean lenses of ground mounted lighting at every site visit, or as required.

### 3.12 CLEAN UP AND PROTECTION

- A. During landscape maintenance work, keep pavements clean and site in an orderly condition.
- B. Upon completion of work, clear grounds of debris, superfluous materials, and all equipment. Remove from site to satisfaction of Owner.
- C. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed, at no additional cost to Owner.

END OF SECTION

# EXHIBIT "A"



LANDSCAPE MAINTENANCE  
CONTRACT DOCUMENTS

FOR

PELLISSIPPI CORPORATE CENTER

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF KNOX  
Knox County, Tennessee

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between The Industrial Development Board of the County of Knox of Knox County, Tennessee, having its principal place of business in Knox County, Tennessee, hereinafter referred to as “**Owner**”, and MPB Facilities Maintenance hereinafter referred to as “**Contractor**”.

The Owner and Contractor hereby agree as follows:

1. The Contractor shall perform all landscape maintenance required by this contract for Pellissippi Corporate Center located on property bounded by Hardin Valley Road and Cherahala Blvd as described on Exhibit A attached hereto. Contractor shall furnish all superintendence, labor, materials, tools, equipment, and transportation, all in accordance with this Agreement and attachments which constitute this contract.

### **2. DATE OF COMMENCEMENT AND TIME OF COMPLETION**

- A. This contract takes effect and contractor is to commence maintenance as of the date this Agreement is signed.
- B. The duration of this contract shall commence on July 1, 2026 through June 30, 2027, with an option to renew for an additional year (to be discussed later in this contract).
- C. The above listed commencement and completion dates are of the essence of the contract.

### **3. CONTRACT SUM**

- A. The Owner shall pay the Contractor for the performance of the work and the supplying of the materials the annual contract sum of twenty-six thousand eight hundred six dollars and forty cents (\$ 26,806.40). The owner may increase or decrease the contract amount during the contract by applying a prorated value of the Contractor’s unit prices provided under the Unit Price Schedule section. Any other changes in the contract sum shall not be made without prior approval of the Owner and the Contractor.

### **4. SERVICE PAYMENTS**

- A. Based upon monthly application for payments submitted by the Contractor to the Owner, the Owner shall make service payments on account of work completed and subsequently outlined in the monthly report and invoice. Applications for payments must be submitted by the \_\_\_\_\_<sup>th</sup> of the month and shall be paid by the \_\_\_\_\_<sup>th</sup> day of the following month. The Owner shall pay 100% of the service payment properly allocable to labor, supplies, and equipment incorporated in the work in accordance with the Unit Price Schedule.
- B. Payments will be withheld on account of work, which is not in accordance with the specifications or work which otherwise does not conform to acceptable standards in the industry.
- C. Payments will be withheld on account of failure to submit monthly landscape maintenance report.

### **5. CONTRACT DOCUMENTS**

- A. The contract documents consist of this Agreement, the Bid Summary Sheet, Summary of Work, and Landscape Maintenance.
- B. By signing this Agreement, the Contractor represents that he or she has visited the site and is familiar with local conditions under which the work is to be performed.
- C. The term “work” as used in the contract agreement includes all labor, materials, and equipment necessary to perform the landscape maintenance required by the contract documents.

### **6. OWNER**

The Owner’s authorized representative during this project shall be: Mac McWhorter or his designee, 17 Market Square, Suite 201, Knoxville, TN 37902. The Owner shall issue all instructions to the Contractor.

### **7. CONTRACTOR**

- A. The Contractor shall be solely responsible for all portions of the work under the contract. This contract is based on the Contractor's good reputation, work ethic, and available equipment. The Contractor may subcontract portions of the work to be performed under this contract provided that at least fifty percent (50%) of the work is performed with the Contractor's own forces.
- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- C. The Contractor shall always enforce strict discipline and good order among his or her employees and shall not employ on the work any person not skilled in the tasks assigned.
- D. The Contractor shall be responsible for the acts and omissions of all his or her employees.
- E. The Contractor always shall keep the premises free from accumulation of waste materials or rubbish caused by his or her operations. At the completion of each stage of work, all waste materials and rubbish shall be removed from the project.
- F. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses and expense: (1) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself).
- G. Including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, regardless of whether or not is caused in part by a party indemnified hereunder.

**8. PROTECTION OF PERSON AND PROPERTY**

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He or she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All employees on the work and other persons who may be affected hereby;
  - 2. All work and all material and equipment to be incorporated therein; and
  - 3. Other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction of the safety of persons or property, or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor shall be remedied by the Contractor.

**9. TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment on a properly submitted application for payment for a period of thirty (30) days, upon receiving it from the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and for any proven loss sustained.

**10. TERMINATION BY THE OWNER**

If the Contractor defaults or neglects to carry out the work in accordance with this contract, the Owner may, after seven (7) days written notice to the Contractor, terminate the contract.

**11. CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect it from claims under public liability, and under worker's compensation acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or anyone directly employed by him. The Industrial Development Board of the County of Knox shall be listed as additionally insured regarding general liability.

Commercial general liability limits shall be for a maximum of \$1,000,000.00 for each occurrence for personal injury in any one accident, \$1,000,000.00 for automobile liability in any one accident, and \$1,000,000.00 for workmen's compensation for any one accident. Certificates of such insurance shall be filed with the Owner before the commencement of work.

**12. OPTION TO RENEW**

Upon expiration of the contract, and based upon satisfactory work by the Contractor, both parties to this contract shall have the option to renew this contract for another one –year term at the contract sum. This option will not be extended, however, if material change in circumstances arise rendering a one-year extension impossible or impractical.

This Agreement is entered into as of the day and year first written above.

**OWNER: THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
COUNTY OF KNOX**

BY: \_\_\_\_\_

**TIFFANY GARDNER  
CHAIR OF THE IDB**

ATTEST: \_\_\_\_\_

**CONTRACTOR: MPB FACILITIES MAINTENANCE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**BID SUMMARY SHEET**

For purposes of this contract Bid summary total is for a 12-month period. Beginning July 1<sup>st</sup>, 2026, through June 30<sup>th</sup>, 2027. Monthly payments of **\$2,233.87** will be paid upon receipt of invoice.

**Landscape Maintenance for  
Pellissippi Corporate Center  
July 1, 2026**

<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
ROUTINE MAINTENANCE TASKS				
General Site Clean-up (Except Tree Removal)	EA.	52	\$ <u>50.00</u>	\$ <u>2,600.00</u>
Mowing – Turf type (SEE EXHIBIT “A”)	EA.	35	\$ <u>418.00</u>	\$ <u>14,630.00</u>
Mowing - Bush hog	PER AC.		\$ <u>992.98</u>	\$ <u>1,688.07</u>
Fertilize Turf Areas - April	L.S.	1	\$ _____	\$ <u>350.00</u>
Fertilize Turf Areas - September	L.S.	1	\$ _____	\$ _____
Fertilize Shrubs and Ground Cover	L.S.	1	\$ _____	\$ _____
Weed Control (as needed)	L.S.	1	\$ _____	\$ <u>2,750.00</u>
Pruning	L.S.	1	\$ _____	\$ <u>1,950.00</u>
Mulching (100 cu. yd./application)	C.Y.	2	\$ <u>1,137.82</u>	\$ <u>2,275.64</u>
Sign & Ground Light Maintenance	L.S.	1	\$ _____	\$ _____
Herbicide Spraying of Stone Riprap & Shoulders	EA.		\$ _____	\$ <u>562.69</u>
<b>TOTAL BID</b>			\$ <u><b>26,806.40</b></u>	

## SUMMARY OF WORK

### 1.01 DESCRIPTION

- A. Work Covered by Contract Documents:  
Work included in this contract includes, but is not limited to, the landscape maintenance of Pellissippi Corporate Center and adjacent rights-of-way consisting of general site clean-up, mowing with turf-type and bush hog mowers, planting and maintaining annuals and perennials, soil testing, fertilization, weed control, disease and insect control, pruning, mulching, watering.

### 1.02 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
  - 1. Labor, materials, and equipment.
  - 2. Tools, maintenance equipment, and machinery.
  - 3. Water and utilities required for landscape maintenance other than water used by sprinkler irrigation systems.
  - 4. Other facilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
  - 1. Permits.
  - 2. Fees and licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear upon performance of work.

### 1.03 CONTRACTS

Perform work under single unit price Contract based on the sum of the extended total of quantities shown on the bid form for each item times the unit price bid by the Contractor. The Contract Sum will be adjusted by Change Order to reflect the final quantities.

### 1.04 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
  - 1. Law.
  - 2. Ordinances.
  - 3. Permits.
  - 4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed to the satisfaction of the Owner, at no additional cost to Owner.

END OF SECTION

## LANDSCAPE MAINTENANCE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

Maintain the site by mowing, weeding, pruning, fertilizing, planting annuals and re-planting perennials, and performing all other tasks required or inferred from the specifications to complete the work of this section.

#### 1.02 SUBMITTAL

- A. Monthly Landscape Maintenance Report:  
Submit monthly report of landscape maintenance work performed, which report shall accompany the monthly application for payment.

#### 1.03 PROJECT CONDITIONS

- A. Scope of work:  
The entire site shall be maintained as specified herein. The Contractor shall be responsible to maintain all portions of the site including undeveloped parcels which are under the control of the Owner and all property within County or State rights-of-way as described herein.
- B. Site Conditions:  
The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his or her work. No consideration will be given any claim based on lack of knowledge of existing conditions. The Contractor shall be responsible to maintain the site in the specified manner regardless of site conditions. The Owner shall be notified in writing of any significant changes in site conditions which may occur during the contract period.
- C. Protect existing planting, lawns, utilities, paving, and other facilities from damage caused by landscape maintenance operations. Promptly repair any and all damage to existing improvements to the Owner's satisfaction.
- D. Existing Utilities:  
Determine location of underground utilities. Perform work in a manner which will avoid possible damage. All damage to utilities resulting from work covered in these specifications shall be repaired at the Contractor's expense.
- E. Timing of Work:  
Perform maintenance operations during suitable weather conditions.

### PART 2 - PRODUCTS

#### 2.01 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Water transportation is the sole responsibility of the Contractor.
- B. Mulch: 6-month-old well-rotted shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- C. Pre-Emergence Herbicide for general use shall be "Ronstar," "Casaron," or approved equal. Apply at the rates, times, and manner recommended by the manufacturer.

PART 3 – EXECUTION (Reference attached Exhibit “A” for all tasks)

3.01 PREPARATION

A. General

1. Contractor must examine conditions under which landscape maintenance is to be performed.
2. Landscape Maintenance operations are to be performed at such times of the year as appropriate to each respective task. Perform maintenance operations only during periods when weather conditions are suitable.
3. Notify Owner of adverse site conditions. State conditions and submit a proposal for correction including costs. Obtain approval for method of correction in writing prior to continuing work in the affected area.
4. Landscape Maintenance shall be performed only by experienced workmen familiar with maintenance procedures under the supervision of a qualified supervisor.

3.02 GENERAL SITE CLEAN-UP

A. Task Description

1. The entire site, including County rights-of-way, shall be kept neat and free of litter and debris. All litter including paper, plastic, foil, etc. shall be removed before beginning any mowing operations. Use blowing equipment to clean pavement, bed areas, tree mulch rings, etc. as required.
2. Spray herbicide to maintain all rip-rap and stone shoulder areas weed free and neat and clean in appearance as needed.
3. Perform leaf removal as required to keep pavements, turf, and planting bed areas neat and orderly.
4. Monitor condition and appearance of site, lighting, plantings, and signage. Promptly notify Owner of vandalism or damage when necessary repairs are beyond the scope of work described herein.

B. Frequency and Timing

Clean-up and monitoring operations should occur during every site visit and not less than once every seven (7) days throughout the contract period.

3.03 MOWING

A. Task Description

The mowing regimes required for tracts that are not developed or otherwise maintained by owner for the projects are as follows: (See Exhibit “A” for location of mow areas described in this section)

1. Turf-type mowing for maintaining lawn areas shall occur in a zone ten (10) feet behind the curbs along Cherahala Boulevard and Kemp Fain Lane and around the signage plantings at the Hardin Valley Road intersection on lots under control of the Owner (Lots 8, 9, 10, 11, 12, 13 and 15).
2. Turf-type mowing for maintaining lawn levels shall occur in a zone twenty (20) feet wide area from the edge of Hardin Valley Road along the entire property frontage.
3. Trim all edges of medians and lawn areas at curbs, tree mulch rings, bed edges, etc. with string trimmers to maintain neat, orderly appearance of edges
4. Bush hog-type mowing for maintaining field areas shall occur on all sites under control of the Owner which are not specifically listed above, as required by owner.
5. Clean all pavement, tree mulch rings, bed areas, etc. of grass clippings and other debris immediately following mowing operations.

B. Frequency and Timing

1. Turf-type mowing shall be performed from March 15<sup>th</sup> to October 15<sup>th</sup> at a frequency such that no more than one-third of leaf area is removed at any one time. Mow no less than once every seven (7) days from April 1 to Mid-June. Mow as needed during remainder of the season but no less than once every ten (10) days. Maintain lawn at two to three inches in height. Trim at each mowing.
2. Bush hog-type mowing shall be performed as required by Owner.

### 3.04 ANNUALS AND PERENNIALS

Maintain perennials and annuals by removing dead foliage, pruning, removing and replacing dead or damaged annuals during the season and removing annuals immediately after first frost in the fall.

### 3.05 FERTILIZATION

1. Lawn Areas
  - a. Fertilize all turf-type areas with twenty-five (25) pounds of 6-12-12 and three (3) pounds of ammonium nitrate per 1000 square feet in April.
  - b. Fertilize all turf-type areas with fifteen (15) pounds of 6-12-12 per 1000 SF in September or October.
2. Trees

Trees should be fertilized at the rate of two pounds of 19-19-19 for each inch of trunk diameter, measured about four feet above the ground. The fertilizer should be broadcast under the tree on both sides of the drip line.
3. Shrubs

All shrubs should be fertilized using one pound of 15-15-15 per 100 square feet of bed area. Use specially formulated fertilizers for acid loving plants in accordance with manufacturer's instructions.
4. Ground Covers

Fertilize ground cover beds at the rate of two pounds of 15-15-15 for each 1000 square feet of bed area.
5. Annuals and Perennials
  1. Fertilize annuals with 12-24-24 at a rate of one ounce for each sixty (60) square feet of bed area.
  2. Top dress perennials with 5-10-20 at a rate of one ounce for each sixty (60) square feet of bed area.
6. Frequency and Timing
  1. Lawn Areas

Apply fertilizer at times noted in Task Description above.
  2. Trees

Apply fertilizer between March 15 and April 15.
  3. Shrubs

Apply fertilizer between March 15 and April 15.
  4. Ground Covers

Apply fertilizer between March 15 and April 15.
  5. Annuals and Perennials
    - a. Incorporate fertilizer into soil mix prior to planting annuals. Top dress as needed thereafter.
    - b. Top dress perennials with fertilizer between March 1 and March 15.

### 3.06 WEED CONTROL

Chemicals for weed control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

#### A. Task Description

1. Pre-emergence weed chemical (Casaron, Ronstar, or Dymid) shall be applied to all mulched areas, except perennial plantings, in accordance with manufacturers recommendations. In areas of perennial plantings, use Dacthal or equal pre-emergence weed chemical in lieu of the chemicals above in accordance with manufacturer's recommendations.
2. Control weeds by hand weeding and/or application of contact herbicides (Roundup, Post, etc.) as required to keep beds weed free, grounds looking attractive, and to prevent production of new weed seed.
3. Lawn weed control shall be included in an overall program of fertilization and weed control for lawn areas.
4. All riprap and stone shoulders should be treated with contact herbicides twice monthly to keep these areas weed free. (estimated total of 14 times annually)
5. Any trees, shrubs, ground covers, perennials, or annuals damaged by chemical weed control operations shall be replaced by the Contractor at no cost to the Owner.

#### B. Frequency and Timing

The large majority of weed seeds will germinate in the early spring. To achieve the most cost-effective weed-free landscape begin pre-emergence weed control measures described above before weeds begin to emerge.

1. Pre-emergence chemical should be applied a minimum of three (3) times per year beginning with one

application in the early spring with subsequent applications at intervals as recommended by the manufacturer or no greater than sixty (60) days.

2. Control all weeds by hand weeding or application of contact herbicides as required.

### 3.07 DISEASE AND INSECT CONTROL

#### A. Task Description

Chemicals for pest control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

1. Perform landscape maintenance procedures to discourage wounding the trunks, stems, and roots of plants, since wounds provide points of entry for pests.
2. Continuously monitor all plantings for pest infestation. Consult local County Agriculture Extension agent or University of Tennessee Entomology and Plant Pathology Extension Service immediately when possible pest damage is observed.
3. Submit to the Owner in writing statement of the pest observed, the procedure to eliminate the pest, and the cost to perform pest control work. Obtain Owner's approval prior to beginning pest control work.

#### B. Frequency and Timing

Perform pest control operations on an as-needed basis.

### 3.08 PRUNING

#### A. Task Description

##### 1. Trees

- a. All deciduous tree types will require selective pruning periodically. Pruning shall be performed on a regular basis to eliminate undesirable branching and to avoid unnecessarily large pruning wounds. Any minor injuries or open wounds, including pruning wounds, should be treated with commercial tree paint. Other than specific requirements listed below, the trees should be left to assume their natural forms.
- b. Prune only to remove dead, damaged, or diseased wood or to eliminate undesirable branching. Maintain pin oaks with 6-7' of clear trunk. Maintain clump redbuds with 3' of trunks clear of twigs.

##### 2. Shrubs

- a. There are two pruning techniques to be used for the shrubs on this site: selective pruning and shearing. The shrubs on this property shall be allowed to grow together into shrub masses and be maintained in a loose natural form and the pruning should reflect this design intent. Shrubs should not be pruned into discrete individual forms unless otherwise stated below.
- b. Plants which have showy berries (American and Foster's holly) set berries from flowers borne in the spring. For best flower and berry production, prune just after the danger of severe frost is past in the spring.
- c. Rotundifolia holly should be pruned at regular intervals as required to maintain a natural, loosely rounded form. Do not shear each plant into a discrete form, encourage plants to form shrub mass.
- d. Compact pfizer juniper require no pruning and should be allowed to grow together into a solid mass.

##### 3. Frequency and Timing

- a. Tree pruning should occur in the late winter or early spring. Severe pruning of redbuds or dogwoods at this time is not acceptable as bloom buds are removed. Prune redbuds and dogwoods in spring following flowering.
- b. Pruning promotes and encourages new growth which is sensitive to freezing or excessive heat. Therefore, prune shrubs in the mid to late spring or late summer to avoid stimulating new growth immediately prior to the stresses of winter freeze or summer heat.
- c. The timing for pruning specific shrubs is noted above.

### 3.09 MULCH

Replenish hardwood bark mulch twice annually to maintain 2" minimum depth in all mulched areas including tree rings. Re-mulching operations should immediately follow an annual late winter or early spring cleanup of all bed areas. The secondary re-mulching should take place in the period of transition from late summer to early fall. Treat all mulched areas with pre-emergence weed chemical (see Weed Control section of these specifications). Maintain clean smooth curvilinear bed edges where planting beds meet lawn by cutting new trench edge 3" deep at least once each year in the spring.

### 3.10 IRRIGATION SYSTEMS AND WATERING

#### A. Task Description

1. Regularly monitor sprinkler irrigation system operations relative to condition of plant materials. Contact Owner if system operations do not promote optimum plant performance as required.
  2. The field trees and other plantings which are not under automatic irrigation shall be watered during the contract period in cases of drought where condition of trees is being noticeably affected by weather. The appearance of the plant material or the use of a moisture meter may be used to determine the need for supplemental watering. Maintain healthy appearance of all plant material.
- B. Perform regular monitoring of watering operations as appropriate and in accordance with seasonal and climatic requirements and discuss these activities in monthly reports.

### 3.11 SIGN AND GROUND LIGHT MAINTENANCE

#### A. Task Description:

1. Maintain all signage as required to keep frameworks and letters free of dust, cobwebs, and other foreign matter. Keep signage looking neat and clean.
2. Remove mulch and debris from lenses of ground mounted lighting at the signs so that signage will always be properly illuminated.
3. Promptly report to the Owner observations of damage or vandalism to the signage or ground lighting.

#### B. Frequency and Timing:

1. Clean lenses of ground mounted lighting at every site visit, or as required.

### 3.12 CLEAN UP AND PROTECTION

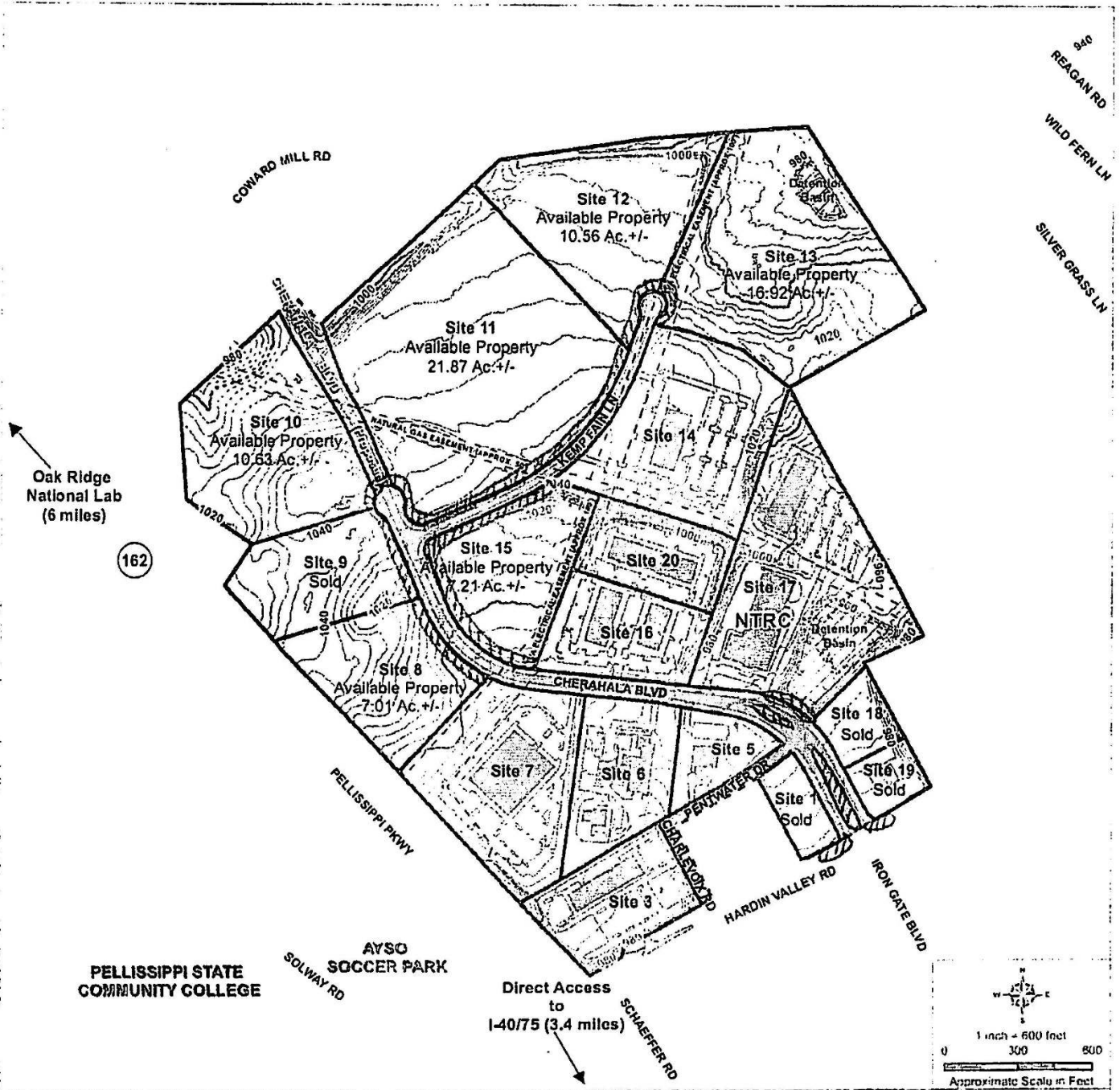
- A. During landscape maintenance work, keep pavements clean and site in an orderly condition.
- B. Upon completion of work, clear grounds of debris, superfluous materials, and all equipment. Remove from site to satisfaction of Owner.
- C. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed, at no additional cost to Owner.

END OF SECTION

Opportunities in Knox County, Tennessee

# PELLISSIPPI CORPORATE CENTER

CHERAHALA BLVD | KNOXVILLE, TN 37932



## Park Topography (4' Contours)

Print Date: 3/23/2020

Todd Napier, President and CEO  
 17 Market Square, #201 • Knoxville, TN 37902  
 Phone: (865) 546-5887 • Fax: (865) 546-6170  
[tanapier@knoxdevelopment.org](mailto:tanapier@knoxdevelopment.org)  
[www.knoxdevelopment.org](http://www.knoxdevelopment.org)



THE  
**Development Corporation**  
 OF KNOX COUNTY

LANDSCAPE MAINTENANCE  
CONTRACT DOCUMENTS

FOR

WESTBRIDGE  
BUSINESS PARK

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE COUNTY OF KNOX  
Knox County, Tennessee

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between The Industrial Development Board of the County of Knox of Knox County, Tennessee, having its principal place of business in Knox County, Tennessee, hereinafter referred to as "**Owner**", and MPB Facilities Maintenance hereinafter referred to as "**Contractor**".

The Owner and Contractor hereby agree as follows:

1. The Contractor shall perform all landscape maintenance required by this contract for the **Westbridge Business Park** located on property bounded by Hardin Valley Road. and Byington-Solway Road as described in the Specifications attached hereto. Contractor shall furnish all superintendence, labor, materials, tools, equipment, and transportation, all in accordance with this Agreement and attachments which constitute this contract.

### **2. DATE OF COMMENCEMENT AND TIME OF COMPLETION**

- A. This contract takes effect and contractor is to commence maintenance as of the date this Agreement is signed.
- B. The duration of this contract shall commence on July 1, 2026 through June 30, 2027, with an option to renew for an additional year (to be discussed later in this contract).
- C. The above listed commencement and completion dates are of the essence of the contract.

### **3. CONTRACT SUM**

- A. The Owner shall pay the Contractor for the performance of the work and the supplying of the materials the annual contract sum of twenty-three thousand six hundred twenty dollars and sixteen cents (\$23,620.16). The owner may increase or decrease the contract amount during the contract by applying a prorated value of the Contractor's unit prices provided under the Unit Price Schedule section. Any other changes in the contract sum shall not be made without prior approval of the Owner and the Contractor.

### **4. SERVICE PAYMENTS**

- A. Based upon monthly application for payments submitted by the Contractor to the Owner, the Owner shall make service payments on account of work completed and subsequently outlined in the monthly report and invoice. Applications for payments must be submitted by the \_\_\_\_\_<sup>th</sup> of the month and shall be paid by the \_\_\_\_\_<sup>th</sup> day of the following month. The Owner shall pay 100% of the service payment properly allocable to labor, supplies, and equipment incorporated in the work in accordance with the Unit Price Schedule.
- B. Payments will be withheld on account of work, which is not in accordance with the specifications or work which otherwise does not conform to acceptable standards in the industry.
- C. Payments will be withheld on account of failure to submit monthly landscape maintenance report.

### **5. CONTRACT DOCUMENTS**

- A. The contract documents consist of this Agreement, the Bid Summary Sheet, Summary of Work, and Landscape Maintenance.
- B. By signing this Agreement, the Contractor represents that he or she has visited the site and is familiar with local conditions under which the work is to be performed.
- C. The term "work" as used in the contract agreement includes all labor, materials, and equipment necessary to perform the landscape maintenance required by the contract documents.

### **6. OWNER**

The Owner's authorized representative during this project shall be: Mac McWhorter or his designee, 17 Market Square, Suite 201, Knoxville, TN 37902. The Owner shall issue all instructions to the Contractor.

### **7. CONTRACTOR**

- A. The Contractor shall be solely responsible for all portions of the work under the contract. This contract is based on the Contractor's good reputation, work ethic, and available equipment. The Contractor may subcontract portions of the work to be performed under this contract provided that at least fifty percent (50%) of the work is performed with the Contractor's own forces.
- B. The Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- C. The Contractor shall always enforce strict discipline and good order among his or her employees and shall not employ on the work any person not skilled in the tasks assigned.
- D. The Contractor shall be responsible for the acts and omissions of all his or her employees.
- E. The Contractor always shall keep the premises free from accumulation of waste materials or rubbish caused by his or her operations. At the completion of each stage of work, all waste materials and rubbish shall be removed from the project.
- F. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses and expense: (1) Is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself).
- G. Including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission by the Contractor, regardless of whether or not is caused in part by a party indemnified hereunder.

**8. PROTECTION OF PERSON AND PROPERTY**

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He or she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
  - 1. All employees on the work and other persons who may be affected hereby;
  - 2. All work and all material and equipment to be incorporated therein; and
  - 3. Other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction of the safety of persons or property, or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor shall be remedied by the Contractor.

**9. TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment on a properly submitted application for payment for a period of thirty (30) days, upon receiving it from the Contractor, the Contractor may, upon seven (7) days written notice to the Owner, terminate the contract and recover from the Owner payment for all work executed and for any proven loss sustained.

**10. TERMINATION BY THE OWNER**

If the Contractor defaults or neglects to carry out the work in accordance with this contract, the Owner may, after seven (7) days written notice to the Contractor, terminate the contract.

**11. CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect it from claims under public liability, and under worker's compensation acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or anyone directly employed by him. The Industrial Development Board of the County of Knox shall be listed as additionally insured regarding general liability.

Commercial general liability limits shall be for a maximum of \$1,000,000.00 for each occurrence for personal injury in any one accident, \$1,000,000.00 for automobile liability in any one accident, and \$1,000,000.00 for workmen's compensation for any one accident. Certificates of such insurance shall be filed with the Owner before the commencement of work.

**12. OPTION TO RENEW**

Upon expiration of the contract, and based upon satisfactory work by the Contractor, both parties to this contract shall have the option to renew this contract for another one –year term at the contract sum. This option will not be extended, however, if material change in circumstances arise rendering a one-year extension impossible or impractical.

This Agreement is entered into as of the day and year first written above.

**OWNER: THE INDUSTRIAL DEVELOPMENT BOARD OF THE  
COUNTY OF KNOX**

BY: \_\_\_\_\_

**TIFFANY GARDNER  
CHAIR OF THE IDB**

ATTEST: \_\_\_\_\_

**CONTRACTOR: MPB FACILITIES MAINTENANCE**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**BID SUMMARY SHEET**

For purposes of this contract Bid summary total is for a 12-month period. Beginning July 1<sup>st</sup>, 2026 through June 30, 2027. Monthly payments of **\$1,968.35** will be paid upon receipt of invoice.

**Landscape Maintenance for  
Westbridge Business Park  
July 1, 2026**

<b>ITEM</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
ROUTINE MAINTENANCE TASKS				
General Site Clean-up (Except Tree Removal)	EA.	52	\$ <u>25.77</u>	\$ <u>1,340.04</u>
Mowing – Turf type (SEE EXHIBIT “A”)	EA.	35	\$ <u>360.00</u>	\$ <u>12,600.00</u>
Fertilize Turf Areas - April	L.S.	1	\$ _____	\$ <u>1,082.56</u>
Fertilize Turf Areas - September	L.S.	1	\$ _____	\$ <u>1,082.56</u>
Fertilize Trees	L.S.	1	\$ _____	\$ _____
Fertilize Shrubs and Ground Cover	L.S.	1	\$ _____	\$ _____
Weed Control (as needed)	L.S.	1	\$ _____	\$ <u>3,157.50</u>
Pruning	L.S.	1	\$ _____	\$ <u>1,200.00</u>
Mulching (100 cu. yd./application)	C.Y.	2	\$ <u>1,578.75</u>	\$ <u>3,157.50</u>
Sign & Ground Light Maintenance	L.S.	1	\$ _____	\$ _____
Herbicide Spraying of Stone Riprap & Shoulders	EA.		\$ _____	\$ _____
<b>TOTAL BID</b>			\$ <u><b>23,620.16</b></u>	

## SUMMARY OF WORK

### 1.01 DESCRIPTION

- A. Work Covered by Contract Documents:  
Work included in this contract includes, but is not limited to, the landscape maintenance of **Westbridge Business Park** and adjacent rights-of-way consisting of general site clean-up, mowing with turf-type and bush hog mowers, planting and maintaining annuals and perennials, soil testing, fertilization, weed control, disease and insect control, pruning, mulching, watering.

### 1.02 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
  - 1. Labor, materials, and equipment.
  - 2. Tools, maintenance equipment, and machinery.
  - 3. Water and utilities required for landscape maintenance other than water used by sprinkler irrigation systems.
  - 4. Other facilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer, and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
  - 1. Permits.
  - 2. Fees and licenses.
- D. Give required notices.
- E. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear upon performance of work.

### 1.03 CONTRACTS

Perform work under single unit price Contract based on the sum of the extended total of quantities shown on the bid form for each item times the unit price bid by the Contractor. The Contract Sum will be adjusted by Change Order to reflect the final quantities.

### 1.04 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
  - 1. Law.
  - 2. Ordinances.
  - 3. Permits.
  - 4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed to the satisfaction of the Owner, at no additional cost to Owner.

END OF SECTION

## LANDSCAPE MAINTENANCE

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

Maintain the site by mowing, weeding, pruning, fertilizing, planting annuals and re-planting perennials, and performing all other tasks required or inferred from the specifications to complete the work of this section.

#### 1.02 SUBMITTAL

- A. Monthly Landscape Maintenance Report:  
Submit monthly report of landscape maintenance work performed, which report shall accompany the monthly application for payment.

#### 1.03 PROJECT CONDITIONS

- A. Scope of work:  
The entire site shall be maintained as specified herein. The Contractor shall be responsible to maintain all portions of the site including undeveloped parcels which are under the control of the Owner and all property within County or State rights-of-way as described herein.
- B. Site Conditions:  
The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his or her work. No consideration will be given any claim based on lack of knowledge of existing conditions. The Contractor shall be responsible to maintain the site in the specified manner regardless of site conditions. The Owner shall be notified in writing of any significant changes in site conditions which may occur during the contract period.
- C. Protect existing planting, lawns, utilities, paving, and other facilities from damage caused by landscape maintenance operations. Promptly repair any and all damage to existing improvements to the Owner's satisfaction.
- D. Existing Utilities:  
Determine location of underground utilities. Perform work in a manner which will avoid possible damage. All damage to utilities resulting from work covered in these specifications shall be repaired at the Contractor's expense.
- E. Timing of Work:  
Perform maintenance operations during suitable weather conditions.

### PART 2 - PRODUCTS

#### 2.01 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Water transportation is the sole responsibility of the Contractor.
- B. Mulch: 6-month-old well-rotted shredded native hardwood bark mulch not larger than 4" in length and 1/2" in width, free of wood chips and sawdust.
- C. Pre-Emergence Herbicide for general use shall be "Ronstar," "Casaron," or approved equal. Apply at the rates, times, and manner recommended by the manufacturer.

PART 3 – EXECUTION (Reference attached Exhibit “A” for all tasks)

3.01 PREPARATION

A. General

1. Contractor must examine conditions under which landscape maintenance is to be performed.
2. Landscape Maintenance operations are to be performed at such times of the year as appropriate to each respective task. Perform maintenance operations only during periods when weather conditions are suitable.
3. Notify Owner of adverse site conditions. State conditions and submit a proposal for correction including costs. Obtain approval for method of correction in writing prior to continuing work in the affected area.
4. Landscape Maintenance shall be performed only by experienced workmen familiar with maintenance procedures under the supervision of a qualified supervisor.

3.02 GENERAL SITE CLEAN-UP

A. Task Description

1. The entire site, including County rights-of-way, shall be kept neat and free of litter and debris. All litter including paper, plastic, foil, etc. shall be removed before beginning any mowing operations. Use blowing equipment to clean pavement, bed areas, tree mulch rings, etc. as required.
2. Spray herbicide to maintain all rip-rap and stone shoulder areas weed free and neat and clean in appearance as needed.
3. Perform leaf removal as required to keep pavements, turf, and planting bed areas neat and orderly.
4. Monitor condition and appearance of site, lighting, plantings, and signage. Promptly notify Owner of vandalism or damage when necessary repairs are beyond the scope of work described herein.

B. Frequency and Timing

Clean-up and monitoring operations should occur during every site visit and not less than once every seven (7) days throughout the contract period.

3.03 MOWING

A. Task Description

The mowing regimes required for tracts that are not developed or otherwise maintained by owner for the projects are as follows: (See Exhibit “A” for location of mow areas described in this section)

1. Turf-type mowing shall occur in irregularly shaped zones on either side of the Hardin Valley entry from back of curb to top of bank along the entire property frontage. Area 1 shall extend from Wescott Blvd. west to where the tree line paralleling the Hardin Valley Road begins. Area 2 shall extend from Wescott Blvd. 375 feet to the east.
2. Turf-type mowing shall occur in area 3 & 4, which is adjacent to the entry sign along the Cross-Lane frontage, in all mowable areas along the shoulder, on the embankment, and the bottom of the embankment.
3. Turf-type mowing shall occur in area 5 from the edge of the curb to the fence.
4. Turf type mowing shall occur in areas 6, 7, 8, and 9 from the curb to the top of the bank and behind the groupings in area 8.
5. Trim all edges of lawn areas at curbs, tree mulch rings, bed edges, etc. with string trimmers to maintain neat, orderly appearance of edges
6. Bush hog-type mowing for maintaining field areas shall occur on all sites under control of the Owner which are not specifically listed above, as required by owner.
7. All steep slopes within the R.O.W. turf-type mowing area shall be maintained as turf.
8. Clean all pavement, tree mulch rings, bed areas, etc. of grass clippings and other debris immediately following mowing operations.

B. Frequency and Timing

1. Turf-type mowing shall be performed from March 15 to October 15 at a frequency such that no more than one-third of leaf area is removed at any one time. Mow no less than once every seven (7) days from April 1 to Mid-June. Mow as needed during remainder of the season but no less than once every ten (10) days. Maintain lawn at two to three inches in height. Trim at each mowing.
2. Bush hog-type mowing shall be performed as required by Owner.

### 3.04 ANNUALS AND PERENNIALS

Maintain perennials and annuals by removing dead foliage, pruning, removing and replacing dead or damaged annuals during the season and removing annuals immediately after first frost in the fall.

### 3.05 FERTILIZATION

1. Lawn Areas
  - a. Fertilize all turf-type areas with twenty-five (25) pounds of 6-12-12 and three (3) pounds of ammonium nitrate per 1000 square feet in April.
  - b. Fertilize all turf-type areas with fifteen (15) pounds of 6-12-12 per 1000 SF in September or October.
2. Trees

Trees should be fertilized at the rate of two pounds of 19-19-19 for each inch of trunk diameter, measured about four feet above the ground. The fertilizer should be broadcast under the tree on both sides of the drip line.
3. Shrubs

All shrubs should be fertilized using one pound of 15-15-15 per 100 square feet of bed area. Use specially formulated fertilizers for acid loving plants in accordance with manufacturer's instructions.
4. Ground Covers

Fertilize ground cover beds at the rate of two pounds of 15-15-15 for each 1000 square feet of bed area.
5. Annuals and Perennials
  1. Fertilize annuals with 12-24-24 at a rate of one ounce for each sixty (60) square feet of bed area.
  2. Top dress perennials with 5-10-20 at a rate of one ounce for each sixty (60) square feet of bed area.
6. Frequency and Timing
  1. Lawn Areas

Apply fertilizer at times noted in Task Description above.
  2. Trees

Apply fertilizer between March 15 and April 15.
  3. Shrubs

Apply fertilizer between March 15 and April 15.
  4. Ground Covers

Apply fertilizer between March 15 and April 15.
  5. Annuals and Perennials
    - a. Incorporate fertilizer into soil mix prior to planting annuals. Top dress as needed thereafter.
    - b. Top dress perennials with fertilizer between March 1 and March 15.

### 3.06 WEED CONTROL

Chemicals for weed control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

#### A. Task Description

1. Pre-emergence weed chemical (Casaron, Ronstar, or Dymid) shall be applied to all mulched areas, except perennial plantings, in accordance with manufacturers recommendations. In areas of perennial plantings, use Dacthal or equal pre-emergence weed chemical in lieu of the chemicals above in accordance with manufacturer's recommendations.
2. Control weeds by hand weeding and/or application of contact herbicides (Roundup, Post, etc.) as required to keep beds weed free, grounds looking attractive, and to prevent production of new weed seed.
3. Lawn weed control shall be included in an overall program of fertilization and weed control for lawn areas.
4. All riprap and stone shoulders should be treated with contact herbicides twice monthly to keep these areas weed free. (estimated total of 14 times annually)
5. Any trees, shrubs, ground covers, perennials, or annuals damaged by chemical weed control operations shall be replaced by the Contractor at no cost to the Owner.

B. Frequency and Timing

The large majority of weed seeds will germinate in the early spring. To achieve the most cost-effective weed-free landscape begin pre-emergence weed control measures described above before weeds begin to emerge.

1. Pre-emergence chemical should be applied a minimum of three (3) times per year beginning with one application in the early spring with subsequent applications at intervals as recommended by the manufacturer or no greater than sixty (60) days.
2. Control all weeds by hand weeding or application of contact herbicides as required.

3.07 DISEASE AND INSECT CONTROL

A. Task Description

Chemicals for pest control shall be used in strict conformance with the manufacturer's recommendations and applicable codes and regulations.

1. Perform landscape maintenance procedures to discourage wounding the trunks, stems, and roots of plants, since wounds provide points of entry for pests.
2. Continuously monitor all plantings for pest infestation. Consult local County Agriculture Extension agent or University of Tennessee Entomology and Plant Pathology Extension Service immediately when possible pest damage is observed.
3. Submit to the Owner in writing statement of the pest observed, the procedure to eliminate the pest, and the cost to perform pest control work. Obtain Owner's approval prior to beginning pest control work.

B. Frequency and Timing

Perform pest control operations on an as-needed basis.

3.08 PRUNING

A. Task Description

1. Trees

- a. All deciduous tree types will require selective pruning periodically. Pruning shall be performed on a regular basis to eliminate undesirable branching and to avoid unnecessarily large pruning wounds. Any minor injuries or open wounds, including pruning wounds, should be treated with commercial tree paint. Other than specific requirements listed below, the trees should be left to assume their natural forms.
- b. Prune only to remove dead, damaged, or diseased wood or to eliminate undesirable branching. Maintain pin oaks with 6-7' of clear trunk. Maintain clump redbuds with 3' of trunks clear of twigs.

2. Shrubs

- a. There are two pruning techniques to be used for the shrubs on this site: selective pruning and shearing. The shrubs on this property shall be allowed to grow together into shrub masses and be maintained in a loose natural form and the pruning should reflect this design intent. Shrubs should not be pruned into discrete individual forms unless otherwise stated below.
- b. Plants which have showy berries (American and Foster's holly) set berries from flowers borne in the spring. For best flower and berry production, prune just after the danger of severe frost is past in the spring.
- c. Rotundifolia holly should be pruned at regular intervals as required to maintain a natural, loosely rounded form. Do not shear each plant into a discrete form, encourage plants to form shrub mass.
- d. Compact pfitzer juniper require no pruning and should be allowed to grow together into a solid mass.

3. Frequency and Timing

- a. Tree pruning should occur in the late winter or early spring. Severe pruning of redbuds or dogwoods at this time is not acceptable as bloom buds are removed. Prune redbuds and dogwoods in spring following flowering.
- b. Pruning promotes and encourages new growth which is sensitive to freezing or excessive heat. Therefore, prune shrubs in the mid to late spring or late summer to avoid stimulating new growth immediately prior to the stresses of winter freeze or summer heat.
- c. The timing for pruning specific shrubs is noted above.

3.09 MULCH

Replenish hardwood bark mulch twice annually to maintain 2" minimum depth in all mulched areas including tree rings. Re-mulching operations should immediately follow an annual late winter or early spring cleanup of all bed areas. The secondary re-mulching should take place in the period of transition from late summer to early fall. Treat all mulched areas with pre-emergence weed chemical (see Weed Control section of these specifications). Maintain clean smooth

curvilinear bed edges where planting beds meet lawn by cutting new trench edge 3" deep at least once each year in the spring.

### 3.10 IRRIGATION SYSTEMS AND WATERING

#### A. Task Description

1. Regularly monitor sprinkler irrigation system operations relative to condition of plant materials. Contact Owner if system operations do not promote optimum plant performance as required.
  2. The field trees and other plantings which are not under automatic irrigation shall be watered during the contract period in cases of drought where condition of trees is being noticeably affected by weather. The appearance of the plant material or the use of a moisture meter may be used to determine the need for supplemental watering. Maintain healthy appearance of all plant material.
- B. Perform regular monitoring of watering operations as appropriate and in accordance with seasonal and climatic requirements and discuss these activities in monthly reports.

### 3.11 SIGN AND GROUND LIGHT MAINTENANCE

#### A. Task Description:

1. Maintain all signage as required to keep frameworks and letters free of dust, cobwebs, and other foreign matter. Keep signage looking neat and clean.
2. Remove mulch and debris from lenses of ground mounted lighting at the signs so that signage will always be properly illuminated.
3. Promptly report to the Owner observations of damage or vandalism to the signage or ground lighting.

#### B. Frequency and Timing:

1. Clean lenses of ground mounted lighting at every site visit, or as required.

### 3.12 CLEAN UP AND PROTECTION

- A. During landscape maintenance work, keep pavements clean and site in an orderly condition.
- B. Upon completion of work, clear grounds of debris, superfluous materials, and all equipment. Remove from site to satisfaction of Owner.
- C. Protect site, plantings, and other improvements from damage due to landscape maintenance operations. Treat, repair, or replace any damage arising from landscape maintenance operations as directed, at no additional cost to Owner.

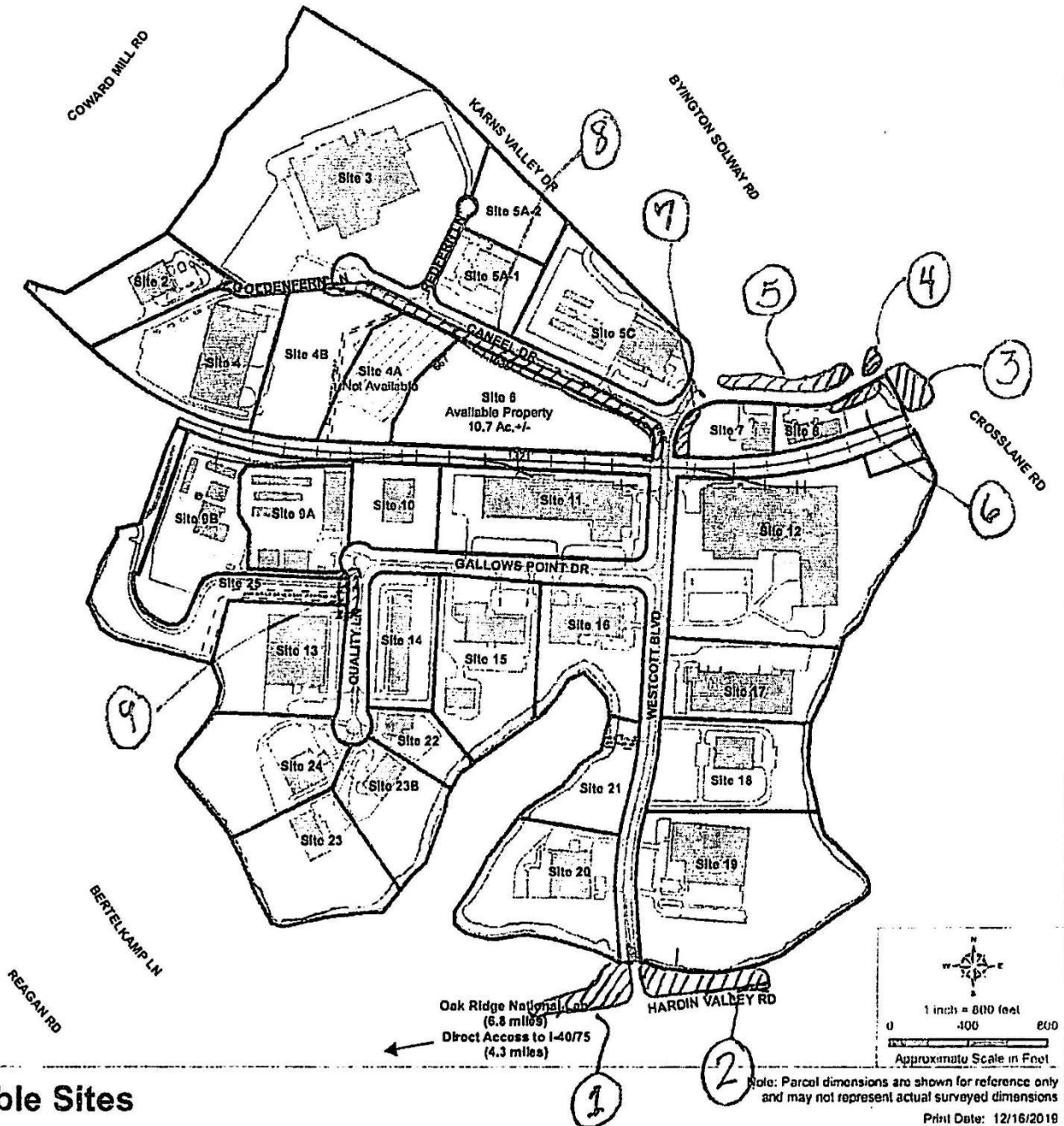
END OF SECTION

# EXHIBIT "A"

Opportunities in Knox County, Tennessee

## WESTBRIDGE BUSINESS PARK

WESTCOTT BLVD | KNOXVILLE, TN 37931



### Available Sites

Todd Napier, President and CEO  
 17 Market Square, #201 • Knoxville, TN 37902  
 Phone: (865) 546-5887 • Fax: (865) 546-6170  
 tanapier@knoxdevelopment.org  
 www.knoxdevelopment.org



THE  
**Development Corporation**  
 OF KNOX COUNTY

## **Report on Authorized Signatures/Project Updates**

### **IDB**

- **Site Development Grant: Eastbridge Business Park**
  - Second request for payment from MBI for engineering services \$44,812.50
  
- **Electrical easement between Custom Foods and KUB**
  - KUB utility easement for electrical upgrades related to their incentive and expansion
  
- **Proposal from Terracon for a Phase I Environmental Site Assessment at Fairview Technology Center**
  - Diligence related to potential transfer of the site to IDB
  - \$3,500