



**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS**

**Mowing of City Parks and Greenways  
(FY2022-081)**

**MANDATORY PRE-BID CONFERENCE**

**December 7, 2021**

**10:00 AM, Local Time**

at:

**Oak Ridge Recreation Center Social Room**

**1403 Oak Ridge Turnpike**

**Oak Ridge, Tennessee 37830**

**BID OPENING**

**December 21, 2021**

**2:00 PM, Local Time**

at

**Central Services Complex Conference Room**

**City of Oak Ridge**

**100 Woodbury Lane**

**P. O. Box 1**

**Oak Ridge, Tennessee 37831-0001**

**Telephone: 865-425-1819**

**E-mail: [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov)**

**Attn: Lyn Majeski**

## INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2022-081

November 10, 2021

### Mowing of City Parks and Greenways

#### Invitation

Bids will be received by the City of Oak Ridge until 2:00 PM local time, December 21, 2021, then publicly opened in the Central Services Complex Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee 37830, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in and in strict accordance with the attached project specifications and the terms of the attached sample contract.

All bids must be completed and submitted on the Bid Form provided. All options must be bid unless the Bid Form provides otherwise. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

#### Mandatory Pre-Bid Conference

A mandatory pre-bid conference will be held on December 7, 2021, 10:00 AM, local time, at the Oak Ridge Recreation Center Social Room, 1403 Oak Ridge Turnpike, Oak Ridge, Tennessee 37830. Prospective Bidders are required to attend to submit a bid. Please contact Lyn Majeski at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) if directions to the pre-bid conference are needed.

#### General Scope of Work

The scope of work is set forth in the attached project specifications and sample contract. This project entails the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to provide mowing and trimming services for the Oak Ridge Recreation and Parks Department in accordance with the attached specifications located at the parks and greenways throughout the City. A detailed description of the work is set forth in Attachment A, which includes general requirements and specific descriptions of each site.

#### Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at [lmajeski@oakridgetn.gov](mailto:lmajeski@oakridgetn.gov) and obtain an interpretation or clarification prior to submitting a bid. Such notifications, any questions, or requests for clarification should be submitted in writing, preferably by e-mail.

Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski in writing no later than 12:00 PM, local time, on December 15, 2021, to give sufficient time for responses to be sent to all bidders who attended the pre-bid conference and published on the City's website. The City will provide such answers on or before 2:00 PM, local time, on December 17, 2021.

#### Prices

The Bidder shall submit unit prices and a total annual price derived from those unit prices, as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Discrepancies between words and figures will be resolved in favor of the words.

### **Withdrawal of Bids**

Bidders may withdraw this Bid upon written or electronic request received by the City prior to the time fixed for opening the bids. Such written requests must be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn to verify the identity of the bidder. Oral withdrawal requests made in person or by telephone shall not be honored. Withdrawal requests must be made in writing.

### **Rejection of Bids**

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

### **Examination of Specifications and Site of Work**

Before submitting a bid, each Bidder shall carefully read the specifications and all other proposed contract documents, and visit the site of the work. Each Bidder shall fully inform itself prior to bidding as to all existing conditions and limitations under which the work is to be performed. The Bidder shall include in its bid a total annual price to cover all costs of all items necessary to perform the work as set forth in the proposed contract documents. No allowance will be made to any Bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the Bidder has made such examinations.

### **Proof of Competency of Bidder**

All Bidders shall be duly licensed contractors in the State of Tennessee and shall have any required manufacturer's approval for installation of the work described in the attached project specifications, project drawings, and sample contract documents, as applicable. This requirement extends to all subcontractors and others herein as such licensing laws apply

### **References**

Upon the City's request, each Bidder shall furnish at least three (3) references for whom Bidder performed work similar to that covered the attached project specifications, project drawings, and sample contract documents.

### **Equipment**

The Bidder shall have available under Bidder's control, tools and equipment of the type, character and amount required to complete the proposed work within the specified time. Each Bidder shall furnish a list of the tools and equipment proposed for use on the work upon request.

### **Method of Work**

All work shall be done in a commercially reasonable manner using industry standard practices. Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

### **Bidders Interested in More than One Bid**

A party that has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

### **Insurance**

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the contract documents. The City of Oak Ridge, Tennessee shall be named as an additional insured in addition to a certificate holder.

### **Bid Surety**

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total annual price. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e. cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be return to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

### **Completion and Performance Bond, and Labor and Material Bond**

Upon a successful bid and contract award, Bidder agrees to furnish a Completion and Performance Bond in the amount of one hundred percent (100%) of the contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under the contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

Bidder agrees to furnish a Labor and Material Bond in the amount of one hundred percent (100%) of the contract price with good and sufficient surety or sureties acceptable to the City, for the protection of persons furnishing labor and material in connection with the performance of the work under the contract. The form and conditions of this bond shall be as prescribed by the City.

### **City Officers and Employees Not to Have Financial Interest**

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

### **Compliance with All Laws, Ordinances, Statutes, and Regulations**

Contractor shall comply with all federal, state, county, and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including, but not limited to, taxes, licenses, and fees.

### **Tobacco Products**

The selected Bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules, and rules as set out and required by the City. Please note smoking (including e-cigarettes and vapes) and the use of tobacco products (chewing, smokeless tobacco, or smokeless tobacco analogues) is prohibited in City parks and facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least fifty (50) feet away from any entrance, open window, or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds. Blankenship Field is a City park and school facility; pursuant to Tennessee Code Annotated § 39-17-1604, the use of tobacco in any form (including, but not limited to, e-cigarettes, vapes, smokeless tobacco, and smokeless tobacco analogues) is strictly prohibited.

### **Anti-Discrimination**

The selected Bidder, in performing the work or furnishing the services covered by this project, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, gender identity, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

### **Competency of Workers / Background Checks**

The selected Bidder shall only furnish employees who are competent and skilled for work under this Bid. If, in the opinion of the City, an employee of the selected contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The selected contractor's employees working on this project may be subject to police background checks at the sole discretion of the City prior to commencement of the work.

### **Drug-Free Workplace Affidavit Form**

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid.

### **Iran Divestment Act**

All bidders shall complete and submit with their bid the Compliance with Iran Divestment Act required by the Invitation to Bid and Tennessee Code Annotated § 12-12-101, *et. seq.*

### **Award of Contract**

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto. The contract is anticipated to go City Council (governing body) for approval on January 10, 2021.

### **Timeframe for Completion**

Time of is the essence for this Contract. Work shall not commence until the City's issuance of a Notice to Proceed. Work is targeted to begin the week of March 1, 2022 and the mowing season is expected to conclude on approximately October 31 of each contract year. Work shall be completed on a recurring basis as described in the project specifications, unless an alternate schedule is approved by the parties in writing. The initial contract term is through December 31, 2023, with three (3) 1-year renewal options.

It is possible that the schedule will be adjusted to an earlier start date and an earlier completion date if the Contract is awarded at a special meeting of City Council.

### **Liquidated Damages**

Work shall be completed in such a manner as to minimize disruption to City activities to the extent possible. Damages associated with any delay in the project would be difficult to determine and, therefore, this Contract will have liquidated damages in the amount of \$500.00 for each and every day of delay of the work under the Contract.

### **Warranty**

The required warranties are set forth in the attached project specifications, project drawings, and sample contract documents.

## Bid Submittal Instructions

Each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From:            Bidders Name  
                    Bidder's Address  
                    \*General Contractor's State of Tennessee License Number  
                    \*Bidder's License Date of Registration  
                    \*Bidder's License Category or Classification  
                    \*Bidder's License Expiration Date

\*If bid equals or exceeds \$25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:	<u>In Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2022-081: Mowing of City Parks and Greenways to be opened December 21, 2021, at 2:00 PM, local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

**BID FORM**

Project: Mowing of City Parks and Greenways

In compliance with the Invitation for Bids, dated November 10, 2021, the undersigned Bidder:

\_\_\_\_\_

Fill in as Appropriate:

\* a corporation organized and existing under the laws of the State of: \_\_\_\_\_

\* a partnership consisting of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*an individual trading as:

\_\_\_\_\_  
\_\_\_\_\_

of the City of \_\_\_\_\_ in the State of \_\_\_\_\_ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the attached project specifications, project drawings, and sample contract documents.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the required insurance certificates naming the City of Oak Ridge as an additional insured.

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

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening. The successful bidder shall sign and return the contract for this project within ten (10) days of receipt from the City at which time this Bid Form will be incorporated by reference and said bid price will be the compensation used for payment under the contract.

Contractor acknowledges the receipt of the following Addenda:

Including Addenda # \_\_\_\_\_ Dated: \_\_\_\_\_

Including Addenda # \_\_\_\_\_ Dated \_\_\_\_\_

Including Addenda # \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed project specifications, project drawings, and sample contract documents (“project documents”); and with local conditions affecting the performance and cost of the work at the site where the work is to be completed; and having fully inspected the site in all particulars, hereby proposed and agrees to fully perform the work within the time stated in strict accordance with the project documents, including furnishing any and all labor, materials, and equipment, and to do all the work required to construct and complete said work in accordance with the project documents, for the following sum of money:

A. Bid Price

For the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to perform mowing and trimming services for the Oak Ridge Recreation and Parks Department in accordance with the attached specifications in accordance with the attached contract documents and project specifications, the total annual price for such services is:

\_\_\_\_\_ Dollars  
(written)

\$ \_\_\_\_\_  
(numbers)

B. Unit Pricing

For the specific items noted in the attached project specifications, the following unit prices shall prevail. The unit prices shall include all labor, overhead, profit, materials, equipment, etc. Only a single unit price shall be given, and it shall apply for either more or less than shown and called for in the Contract Documents.

<u>Facility</u>	<u>Frequency</u>	<u>Cost Per Cut</u>	<u>Annual No. of Cuts</u>	<u>Annual Cost</u>
<b><u>Section I</u> March through October Weekly</b>				
Baseball Complex	Weekly		35	
Carl Yearwood Park Softball Field	Weekly		35	
Jefferson Middle School Softball Field	Weekly		35	
<b><u>Section II</u> April through October Weekly</b>				
A.K. Bissell Park	Weekly		30	
Big Turtle Park	Weekly		30	
Briarcliff Park	Weekly		30	
Carl Yearwood Park	Weekly		30	
Cedar Hill Park	Weekly		30	
Elm Grove Park	Weekly		30	
Elza Gate Park	Weekly		30	
Highland View Park	Weekly		30	
Jackson Square Tennis Courts	Weekly		30	
LaSalle Park	Weekly		30	
Melton Lake Park	Weekly		30	



Milt Dickens Park	Weekly		30	
Pinewood Park	Weekly		30	
ORHS Tennis Courts	Weekly		30	
Outdoor Pool	Weekly		30	
Scarboro Park	Weekly		30	
Solway Park	Weekly		30	

**Section III April through October Bi-Weekly**

Emory Valley Greenway	Bi-Weekly		15	
Georgia Ave Trailhead	Bi-Weekly		15	
Groves Park Disc Golf	Bi-Weekly		15	
Haw Ridge - Old Edgmoor Rd	Bi-Weekly		15	
Melton Lake Greenway	Bi-Weekly		15	
Scarboro Parcel 395	Bi-Weekly		15	

<b>Total Annual Cost</b>		
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C. Additional Information

1. Contractor understands that the City reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of ninety (90) days from the date prescribed for its opening.
2. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within ninety (90) days after the date set for the opening of this bid, the undersigned will execute and deliver the contract documents to the City in accordance with this bid as accepted, and will also furnish and deliver to the City any required documents and proof of insurance coverage within fifteen (15) days after personal delivery or after deposit in the mail of the notification of acceptance of this bid.
3. Notice of acceptance or requests for additional information may be addressed to the undersigned at the address set forth on the following page.
4. **Statement of Compliance with the Iran Divestment Act:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.
5. The names of all persons interested in the foregoing bid are the principals:

**IMPORTANT NOTICE:** If the bidder or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of President and Secretary; if a partnership, give name of the firm and names of all individual copartners composing the firm; if bidder or other interested person is an individual, give first and last names in full.

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: _____ Signature	Phone: _____
Name: _____	Fax: _____
Title: _____	E-mail: _____
Business Name: _____	Date: _____
Mailing Address: _____	Physical Address: _____
Tax ID Number: _____	TN Contractor's License Number: _____

NOTE: In accordance with the Invitation to Bid, the following attachments are required: a Bid Bond in the amount of ten percent (10%) of the total bid price, the Drug-Free Workplace Affidavit, and a copy of the Bidder's current state contractor's license.

**BID BOND**

FY2022-081

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

(the "Principal"), as Principal, and the \_\_\_\_\_, of

\_\_\_\_\_ a

corporation duly organized under the laws of the State of \_\_\_\_\_ (the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (the "Obligee"), as Obligee, in the sum of ten percent (10%) of the total annual price for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for mowing and trimming services at the City of Oak Ridge parks and greenways.

NOW THEREFORE, if the Obligee accepts the bid of the Principal, executes a contract with the Principal in accordance with the terms of that bid, and the Principal gives such bond in accordance with the Invitation to Bid and Instructions to Bidders— with sufficient surety for the faithful performance of such contract— then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event the Principal and the Obligee fail to enter such contract, and if the Principal must pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

IN THE PRESENCE OF:

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

(Seal)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Title

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The undersigned principal officer of \_\_\_\_\_, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee for construction services, states as follows under oath:

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

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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

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

**SAMPLE CONTRACT**  
Mowing of City Parks and Greenways

This Contract entered into this 13th day of December 2021, by and between the City of Oak Ridge, Tennessee, a municipal corporation, ("the City,") and, \_\_\_\_\_, ("Contractor.")

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1: Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment, and other incidentals necessary to provide mowing and trimming services for the Oak Ridge Recreation and Parks Department in accordance with the attached specifications as required for the mowing of City parks and greenways for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the project specifications, and the bid of Contractor attached hereto.

In performance of this Contract, Contractor binds itself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2: Term

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2023. Upon execution of this Contract, Contractor shall be prepared to begin the work on the anticipated start date of March 1, 2022, however work shall not commence until the City issues a Notice to Proceed. Work shall be conducted with the frequency listed in Attachment A. Work shall continue until October 31, 2023, unless an alternate schedule is approved by the parties in writing. This Contract shall renew automatically for three (3) one-year renewal periods. Either party may elect not to renew this Contract upon written notice to the other party at least thirty (30) days prior to the then-current term's expiration. Time of is the essence for this Contract.

ARTICLE 3: Changes

The City may, by written order and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, the City shall make an equitable adjustment and shall modify this Contract in writing accordingly.

Should Contractor encounter materially different conditions from those shown in the specifications, Contractor shall notify the City in writing immediately of such conditions before they are disturbed. The City shall promptly investigate the conditions and—if it finds that they do so materially differ from those specified—shall modify this Contract to provide for any increase or decrease of cost and time difference from said conditions.

Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4: Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations, and tests by the City at all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge. If Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and Contractor shall be liable for all direct costs incurred as a result of the correction.

This provision does not negate, modify, or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after the City gives notice of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or Contractor's surety.

#### ARTICLE 5: Site Investigation

Contractor represents that it has visited the various sites and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

#### ARTICLE 6: Delays, Damages

If Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise. Contractor shall be liable to the City for any excess cost occasioned thereby. If the City terminates this Contract under this Article, the City may take possession of and utilize all materials, appliances, tools, and equipment as may be on the work site necessary to complete the work.

#### ARTICLE 7: Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay Contractor on a unit-price basis for actual work completed in accordance with Contractor's bid sheet, which is incorporated by reference into this Contract. Payment shall be made monthly upon invoice in accordance with the project specifications.

#### ARTICLE 8: Indemnification by Contractor

Contractor agrees to protect, indemnify, and hold harmless the City from and against all claims for injury, death, or destruction of property resulting from any act or omission on the part of Contractor, Contractor's employees, Contractor's subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract. Contractor shall not be liable to indemnify the City for such injuries, destruction, or death that is caused by the sole negligence or fault of the City. Contractor's duties under this article shall extend to all the City's consultants, agents, and employees. "Claims" as used in this article shall include: all direct, indirect, and consequential losses, expenses, damages, charges, and costs including, but not limited to, fees, charges, or other expenses for engineers, architects, attorneys, other professionals, or court costs.

Upon notice, Contractor shall promptly defend any action stemming from an aforementioned claim. In any and all claims against the City by any of Contractor's employees, Contractor's subcontractors, anyone for whose acts Contractor is responsible, others whose services Contractor engages, or anyone directly or indirectly employed in the performance of this Contract, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under the workers' compensation acts, disability benefit acts, or other employee benefit acts. The limits of insurance required in this Contract shall not limit Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 9: Completion and Performance Bond and Labor and Material Bond

1. Completion and Performance Bond

Prior to commencing work under this Contract, Contractor agrees to furnish the City a Completion and Performance Bond of one hundred percent (100%) of the total annual price with good and sufficient surety acceptable to the City. Contractor shall maintain such bonds during the term of this Contract in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, Contractor shall provide the City with evidence that Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by Contractor shall accompany the bond.

2. Labor and Material Bond

Prior to commencing work under this Contract, Contractor agrees to furnish the City a Labor and Material Bond in the amount of one hundred percent (100%) of the total annual price with good and sufficient surety or sureties acceptable to the City Contractor shall maintains such bonds during the term of this Contract. These bonds are conditioned such that Contractor shall promptly make payments to the persons supplying labor, material, or supplies to Contractor or subcontractors in the performance this Contract, and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

ARTICLE 10: Rate of Progress

Notwithstanding any other provisions in this Contract, Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment necessary to complete performance of this Contract in accordance with the approved schedules for completion. Contractor shall work the hours necessary including overtime, Sundays, or holidays, to timely complete performance. Should Contractor refuse or fail to comply with its obligations under this Article after receipt of a written directive or request by the City for Contractor to furnish additional labor, materials, supplies, tools, equipment, or work additional hours, including overtime, Sundays, and/or holidays, the City may terminate Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11: Compliance with All Laws, Ordinances, Statutes, and Regulations

Contractor shall comply with all federal, state, county, and local laws, ordinances, statutes, and regulations.

ARTICLE 12: Insurance

During the period of Contractor's performance of this Contract, Contractor shall maintain in full force and effect Comprehensive General Liability, Workers' Compensation, and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an additional insured.

Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, Contractor agrees to furnish to the City of Oak Ridge a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Such certificate can be sent via U.S. Mail to the City of Oak Ridge, Tennessee, ATTN: Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001, or via e-mail to [acramer@oakridgetn.gov](mailto:acramer@oakridgetn.gov).

ARTICLE 13: Permits and Licenses

Contractor shall obtain, at Contractor's expense, all permits, licenses, and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14: Subcontracting and Assignment

1. Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
2. Contractor shall not award, assign, transfer, or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
3. Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as Contractor is for the acts and omissions of persons directly employed by Contractor.
4. Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give Contractor the same power as regards



terminating any subcontract that the City may exercise over Contractor under any provision of the contract documents.

5. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15: Superintendence by Contractor

Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of Contractor.

ARTICLE 16: Termination

Should Contractor refuse or fail to comply with its obligations, violate any of the provisions of this Contract, or if the quality or quantity of the work performed is unsatisfactory, then the City shall have the right to cancel this Contract upon thirty (30) days written notice to Contractor. Unsatisfactory work is work that is below the industries standard of care in the sole judgment of the City. If the City terminates the Contract under this Articles, it shall complete the work undertaken by Contractor without incurring any liability to Contractor except to pay Contractor the fair value to the City of the work satisfactorily performed by Contractor.

ARTICLE 17: Termination of Contract for Cause

If, through any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor under this Contract shall, at the option of the City, become the City's property and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Contractor, and the City may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due the City from Contractor is determined.

ARTICLE 18: Anti-Discrimination

Contractor shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, gender identity, disability, religion, or other legally protected status, in performing the work or furnishing the services covered by this Contract. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects. Contractor is encouraged to actively solicit the participation of these businesses. Contractor shall inform its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 19: Personnel

Contractor represents that it has, or will, secure at Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

The services required will be performed by Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 20: Reports and Information

At such times and in such forms as the City may require Contractor shall furnish periodic reports as are pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit Contractor's and Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 21: Liquidated Damages

The City and Contractor hereby agree that any damage amount for delay in the completion of this Contract's work is unknown and would be difficult—if not impossible—to estimate. Therefore, the parties agree that Contractor shall pay to the City as liquidated damages, and not as penalty, the amount of \$500.00 for each and every day of delay beyond the term specified for completion of the work under this Contract.

ARTICLE 22: Independent Contractor

The parties acknowledge that the relationship created under this Contract is that of independent contracting parties and this Contract does not create a general agency, joint venture, partnership, employment relationship or franchise between the parties. Neither party shall represent itself to be an agent of the other, nor shall it execute any documents or make any commitments to any contractual or other obligations with third parties.

ARTICLE 23: Governing Law

This Contract is governed by the laws of the State of Tennessee. Any lawsuit between the parties arising out of this Contract shall have its venue solely within the state courts of Anderson County, Tennessee or the Federal District Court for the Eastern District of Tennessee in Knoxville, Tennessee, as appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its City Manager, by authority duly given.

APPROVED AS TO FORM AND LEGALITY

CITY OF OAK RIDGE

\_\_\_\_\_  
Tammy M. Dunn, City Attorney

\_\_\_\_\_  
Mark S. Watson, City Manager

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name and Title

Tax ID Number: \_\_\_\_\_

Attachments: Project Specifications

Bid Documents  
Contractor's Bid

Approved by Resolution:

**LABOR AND MATERIAL BOND**  
FY2022-081

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_, as Principal,  
and the \_\_\_\_\_, as Surety,

are held firmly bound unto the City of Oak Ridge, Tennessee, ("Obligee"), in the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal executed a certain Contract with Obligee dated December 13, 2021, ("the Contract") for the full and complete performance the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to provide mowing and trimming services for the Oak Ridge Recreation and Parks Department in accordance with the attached specifications located at the parks and greenways throughout the City., which the Contract and specifications for said work shall be deemed a part hereof as if fully set out herein.

NOW, THEREFORE, the condition of this obligation is such that if Principal, all contractors to whom any portion of the work provided for in said Contract is sublet, all assignees of Principal and of such contractors shall promptly make payments to the persons supplying Principal with labor, material, fuel, or supplies, for or in the prosecution of the work provided for in said Contract, or in any amendment or extension of or addition to said Contract, and for payment of reasonable attorney's fees, incurred by the Claimant or Claimants in suits on said Bond, then the above obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this Bond is subject to the following conditions and limitations:

- A. Any person, firm, or corporation that furnished labor, materials, fuel, or supplies, for or in the prosecution of the work provided for in said Contract, shall have a direct right of action against the Principal and Surety of this Bond. This right of action shall be asserted in a proceeding, instituted in the state courts of Anderson County, Tennessee. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for their use and benefit against said Principal and Surety or either of them, in which action such claim or claims shall be adjudicated and judgment rendered thereon. No such action shall be initiated later than one year after the final settlement of said Contract.
- B. The Principal and Surety hereby designate and appoint the City Manager of the City of Oak Ridge, Tennessee, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- C. The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employers' liability statute.
- D. This bond is furnished in compliance with Tennessee Code Annotated § 12-4-201, *et seq.*
- E. In Witness whereof the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original contract.

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

**COMPLETION AND PERFORMANCE BOND**  
FY2022-081

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_, as Principal,  
and the \_\_\_\_\_, as Surety,

are held firmly bound unto the City of Oak Ridge, Tennessee, ("Obligee"), in the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal executed a certain Contract with Obligee dated December 13, 2021, ("the Contract") for the full and complete performance of the provision of all labor, materials, supplies, tools, equipment, and other incidentals necessary to provide mowing and trimming services for the Oak Ridge Recreation and Parks Department in accordance with the attached specifications located at the parks and greenways throughout the City., which the Contract and specifications for said work shall be deemed a part hereof as if fully set out herein.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall promptly and faithfully perform said Contract, including all the obligations thereunder, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Whenever Principal shall be, and declared by City to be, in default under the Contract or any part thereof, the City having performed its obligation thereunder, the Surety may promptly remedy the default, or shall promptly at the City's option:

Complete the Contract in accordance with its terms and conditions; or,

Obtain a bid or bids for submission to the City for completing the Contract in accordance with the terms and conditions, and upon determination by the City and Surety of lowest responsible bidder, arrange for a contract between such bidder and the City and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion or any obligations thereunder.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, IN THE PRESENCE OF:

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety



## **ATTACHMENT A: SPECIFICATIONS – MOWING OF CITY PARKS AND GREENWAYS**

The selected contractor will provide turf mowing and trimming services for the Oak Ridge Recreation & Parks Department in accordance with the attached specifications and site descriptions.

### **General Specifications**

1. The contractor is responsible for ensuring the safety of people, pets, and personal property located in the vicinity of the mowers. Operators are responsible for ensuring that clippings are discharged in a safe manner. Mowing equipment is to have all safety guards in place. The contractor is liable for any injuries or damages resulting from mowing practices.
2. Litter, including paper, cans, bottles, and other debris shall be picked up and properly disposed of prior to mowing.
3. Limbs will be removed from mowers path and neatly piled next to tree trunks. Parks Division staff will remove limb piles.
4. All mowing equipment, including tractors, must be equipped with turf tires.
5. The contractor is responsible for preventing damage to turf, especially when mowing after rain. Damage by mowing equipment will be repaired by City staff at the contractor's expense (time & materials).
6. Never discharge grass clippings into the pool, playgrounds, fence lines, shrubs, trees, flower beds, or other permanent fixtures where clippings can build up. The operator will mow in such a manner as to discharge the clippings away from these areas.
7. All sidewalks, trails and roadways must be cleared of any clippings or debris resulting from mowing operations immediately after each mowing.
8. Mulch rings shall be reshaped before leaving the work site when dislodged by mowing equipment.
9. All signposts, utility poles, electric transformers, buildings, fences, sidewalks, curbs, trees and flower beds will be trimmed (string trimmer) at the same time the location is mowed.
10. Picnic tables located on turf are to be moved by hand. Picnic tables damaged by mowers will be repaired or replaced by the City at the contractor's expense (time & materials).
11. Contractors possessing a valid TN pest control charter may be permitted to use herbicide applications along fences and around signposts, utility poles and the trunks of established trees (greater than 4-inch DBH) in place of string trimming. Prior to application, the contractor must receive approval of any herbicide or pesticide to be used and the areas where it may be applied from the Parks Division Manager of the Recreation & Parks Department. Spraying will be done precisely to provide a neat, uniform strip under chain link, around posts and tree trunks. Care will be taken to prevent herbicide drift and

overspray. Any landscaping (flower beds, etc.) damaged or killed by herbicide application (intentional or inadvertent) will be replaced by the City at the Contractors expense (time & materials).

12. Extra care should be taken when operating a mower or string trimmer around trees and shrubs. Damage or death of trees and shrubs may result if plants are hit with the mower deck or trimmer. The contractor will be held responsible for tree and shrub damage that is the result of careless mowing and trimming practices. Trees damaged by mowers or string trimmers will be replaced by the City at the Contractor's expense (time & materials).
13. Periodically, the mowing schedule may need to be adjusted to accommodate community events, such as athletic field use and festivals. The City will provide the contractor with at least five (5) business days' notice of necessary schedule adjustments.
14. Established mowing boundaries must be maintained. Invasive plants must be kept back and not allowed to encroach into the turf area.
15. In park areas where daffodils have been planted in the turf they are to be mowed around until they are dormant and the foliage has turned brown. The Contractor will consult with Parks Division Manager to determine when it is appropriate to cut these areas.
16. Extreme care must be used by the Contractor when maintaining irrigated areas, such as athletic fields and landscaped areas. Any damage to the irrigation system resulting from mowing or trimming will be reported to the Recreation and Parks staff immediately. The City will repair irrigation damaged by mowing at the Contractor's expense (time & materials).
17. The City will provide aerial photos and other boundary maps which indicate property lines, which are to be used as reference points for establishing mowing boundaries. All roadway right-of-way adjacent to mowing sites is to be included in this mowing contract. The Contractor will be responsible for seeking any needed clarification about mowing boundaries from the Parks Division Manager. Aerial photography will be provided at the Mandatory Pre-bid Conference and upon request.
18. The City may adjust mowing frequencies at any or all locations with no less than thirty (30) days' notice, in order to meet budgetary and other needs.
19. **The contractor will be given access to any locked facility either by lock combination or key access. The contractor will be responsible for the security of keys and lock combinations. All facilities are to be secured before the contractor leaves the site.**

### **Mowing Site Descriptions**

#### **A.K. BISSELL PARK** – 1403 Oak Ridge Turnpike

Located within the park are the Library, Recreation Center and Senior Center, Peace Bell Pavilion, Performance Pavilion, a picnic shelter, a playground and a walking trail. The Municipal Building is mowed under a separate contract. **(Refer to the available aerial photo for illustration of the boundaries)**. Mowing and trimming along the creek banks, down to the water's edge, is required. Mowing of the park also includes the parcel located at 205 Badger Rd.

#### **BASEBALL COMPLEX** – 165 Wilberforce Ave.

The complex consists of five (5) baseball/softball fields, a concession stand, various support structures and parking. All grass areas within the baseball complex, **with the exception** of the Bermuda grass infields on



Grey Strang and Bobby Hopkins ball fields, are to be mowed and all fences trimmed (Bermuda grass infields to be mowed by others). Mowing begins the first week of March for the spring baseball season. The entire complex, both inside and outside the ballfields, should be mowed at the same time to maintain a consistent appearance throughout the facility.

**The area within the fence for the City gas pumps and the detention pond east of the pumps, toward the Central Services Complex, are not included in this contract** (Refer to the available aerial photo for illustration of the boundaries).

**BIG TURTLE PARK** – 2525 Oak Ridge Turnpike

The park consists of a softball field, soccer field, playground, picnic shelter, restrooms, Dog Park, open space and parking areas. The turf within the chain link fence around the soccer field is excluded from this contract. The rest of the park, including the softball field and dog park, will be mowed at the same time to maintain a consistent appearance throughout the facility. Trimming the fence line outside the soccer field is required in this contract.

**BRIARCLIFF PARK** – 50 Deerfield Ln.

The park includes a playground, open space and parking. All turf within the park is to be mowed at the same time to maintain a consistent appearance.

**CARL YEARWOOD PARK** – 231 Bus Terminal Rd.

The park consists of a softball field, skate park, disc golf course, picnic shelter, open space and parking. All turf will be mowed at the same time to maintain a consistent appearance throughout the facility.

**Carl Yearwood Softball Field** – Mowing and trimming of the turf inside the softball field fence will begin the first week of March for spring softball leagues.

**CEDAR HILL PARK** – 611 Michigan Ave.

The park consists of a playground, picnic shelter, walking trail, basketball court, open space with a softball backstop and two greenway entrances.

Trimming the curb line and fence is required at the Cedar Hill Greenway entrance on the east side of Michigan Avenue, adjacent to the park. The trail head is located between 620 Michigan Ave. and 610 Michigan Ave. A fire hydrant is located in this area and turf must be maintained for access.

**ELM GROVE PARK** – 98 Taylor Rd.

The park consists of a playground, a walking trail and parking. There is a pedestrian access from Tabor Rd. into the park and parking lot islands, all of which are to be mowed and trimmed on the same schedule as the rest of the park.

**ELZA GATE PARK** – 100 Oak Ridge Turnpike

A small park and trailhead for Melton Lake Greenway and the Worthington Cemetery Trail. The island located in the parking lot is to be mowed and trimmed on the same schedule as the rest of the park.

**EMORY VALLEY GREENWAY** – Melton Lake Drive to Donner Dr.

This paved greenway parallels Emory Valley Rd., passing through greenbelt parcels at the east end of Emory Valley and adjacent to Cascade Ln. It is to be mowed every two weeks (bi-weekly).

Just west of Melton Lake Dr. the trail splits. The main trail runs through the greenbelt between the road and the Emory Valley embayment. A side trail parallels Emory Valley Rd. next to the greenbelt. The trails join together again near the west side of the greenbelt, adjacent to the sewer lift station. The main trail is to be mowed or trimmed to provide a minimum 36" clear shoulder to the trail on both sides. Along the side trail, all turf is to be mowed between the trail and the greenbelt, maintaining a minimum 36" clear shoulder. All turf is to be mowed between the side trail and Emory Valley Rd. up to the lift station. Past the lift station junction, the 36" shoulder on each side is to be maintained through the rest of the greenbelt.

Where the trail leaves the greenbelt to parallel Emory Valley Rd the trail sides will be mowed between Emory Valley Rd. and adjacent property owners.

At Briarcliff Ave. the trail turns, entering another greenbelt after crossing Cascade Dr. The trail here is to be mowed or trimmed to maintain a minimum 36" clear shoulder on both sides. A small parking area is located at the west end of this greenbelt. The entire turf area around the parking lot and within the parcel adjacent to the parking lot is included in the contract.

The trail then crosses S. Columbia Dr. The entire turf area within the first, city-owned parcel west of S. Columbia is included in this contract. Past this point, the trail again parallels Emory Valley Rd. The trail sides will be mowed between the road and the adjacent property owners up to Donner Dr.

**GEORGIA AVE TRAILHEAD** – Located on Georgia Avenue between 127 Georgia Avenue and 100 Gordon Road is a strip of turf approximately 15 feet wide and 190 feet long, which is an entry point to the Cedar Hill Greenway. The turf is to be mowed and the fence lines trimmed. Spraying herbicide is **not** permitted at this location.

**GROVES PARK DISC GOLF COURSE** – 900 Tuskegee Dr.

Parcel 406, located on the south side of Tuskegee Drive. Mowing with a tractor and rotary mower ("Bush Hog") is acceptable in this area. Trimming around all disc golf baskets, sign posts and tee boxes in turf areas is required. The contractor and City staff will coordinate with park users to determine designated unmown "rough" areas of the course on an annual basis.

**HAW RIDGE PARK** – 100 Old Edgemoor Rd.

Mowing includes the area around the Haw Ridge Park entrance sign at the intersection of Edgemoor Rd. and Old Edgemoor Rd. and continues along the roadsides to the gate at the end of the road, adjacent to Melton Lake Greenway. Mowing with a tractor and rotary mower ("Bush Hog") is acceptable in this area.

**HIGHLAND VIEW PARK** – 275 Highland Ave.

The park consists of a playground, shelter, open space and parking. All turf within the park is to be mowed at the same time to maintain a consistent appearance.

**JACKSON SQUARE TENNIS COURTS** – 35 Kentucky Ave.

The park consists of three fenced-in sections of courts, and a parking lot. Trimming is required in and around the courts. The entire parcel around the courts, from Tennessee Ave to Broadway Ave, is to be mowed at the same time to maintain a consistent appearance at the facility.

**JEFFERSON SOFTBALL FIELD** – 200 Fairbanks Rd, south of the Jefferson Junior High School.

All turf within the fence surrounding the softball field is to be mowed and trimmed beginning the first week in March for spring softball leagues. In addition, a fifteen (15) foot wide mowing strip is required adjacent to the outside of the field's fence. Trimming is required inside and outside the chain link fence.

**LASALLE PARK** – 150 LaSalle Rd.

The park consists of an open-space area with a softball backstop, picnic area, playground, a soccer field and two parking lots. The turf within the chain-link fence surrounding the soccer field is **excluded** from this contract. Trimming the fence line outside the soccer field is required in this contract.

**MELTON LAKE GREENWAY** – Elza Gate Park to Haw Ridge Park

Melton Lake Greenway is to be mowed every two weeks (bi-weekly). The greenway begins at Elza Gate Park, continuing south along Melton Lake Dr. through Melton Lake Park and on to a small parking area just north of the intersection of Melton Lake Dr. and Edgemoor Rd. From Elza Gate Park to the trail bridge adjacent to the restaurant at 100 Melton Lake Peninsula, all turf between the road and private property owners is to be mowed. From the trail bridge, the entire turf area between the lake and Melton Lake Dr. is to be mowed, including the steep bank adjacent to Rolling Links Blvd. From Amanda Dr. to the Rowing Course Finish Line Tower, the greenway is to be mowed at the same time as Melton Lake Park (weekly).

From the small parking lot north of Edgemoor Rd, the greenway continues south, crossing a wooden boardwalk through a wetland area and travelling across a concrete section surrounded by water on both sides. In this section the trail sides are to be mowed or trimmed to ensure a minimum 36" clear shoulder next to the trail.

The trail then turns west to its end at a small parking lot on Edgemoor Rd. near Haw Ridge Park. The trail sides are to be mowed or trimmed to ensure a minimum 36" clear shoulder along the trail (maintaining existing wider turf areas where established). All turf around the parking lot at the end of the greenway, between Edgemoor Rd and the lake, is to be mowed at the same time as the trail.

**MELTON LAKE PARK** – 695 Melton Lake Dr.

The park consists of a playground, sand volleyball court, large pavilion, public restrooms and outdoor recreation rental concession and headquarters of the Oak Ridge Rowing Association. The park is to be mowed weekly from Amanda Dr. to the Rowing Course Finish Line Tower, including the section of Melton Lake Greenway located within the park.

**MILT DICKENS PARK** – 116 Athens Rd.

The park consists of a playground, soccer field, open space, and parking. At the north end of the park there is a small turf area across the creek, bounded by residential properties. This turf must be accessed by crossing the creek. The turf within the chain-link fence surrounding the soccer field is **excluded** from this contract. Trimming the fence line outside the soccer field is required in this contract.

**MUNICIPAL SWIMMING POOL** – 180 Providence Rd.

Mowing and trimming consists of all turf inside and outside of the fences on the parcel, including a strip outside the fence on the north side, next to the wooded area. Trimming of the chain link fence is required inside and out. The creek bank will be mowed or trimmed to the water's edge.

**OAK RIDGE HIGH SCHOOL TENNIS CENTER** – 127 Providence Rd.

Located on the north side of the Oak Ridge Turnpike, across from the Civic Center, the area consists of two sets of fenced-in courts and a storage shed.

Mowing and trimming is required between the sections of courts and a perimeter twenty (20) feet wide around both sections of courts. The remainder of the area is maintained by Oak Ridge Schools.

**PINEWOOD PARK** – 211 Bus Terminal Rd.

The park consists of softball field, soccer field, open space and parking areas. The turf within the chain-link fence surrounding the soccer field is **excluded** from this contract. Trimming the fence line outside the soccer field is required in this contract. All other turf is to be mowed at the same time to maintain a consistent appearance through the park.

**SCARBORO PARK** – 148 Carver Ave.

The park consists of three distinct areas. They include the Scarborough Community Center, Parcel 411, and Parcel 395.

**Scarboro Community Center** – Located on Carver Avenue and consists of the grounds adjacent to the Community Center and parking lot. There is a playground and picnic shelter south of the center. Mowing is to be done up to the ditch west of the community center.

**Scarboro Park – Parcel 411** - Parcel 411 is located on the east side of Carver Avenue and consists of a softball field, basketball courts, picnic shelter, detention pond and walking trail. Mowing and trimming include all turf up to the south side of the emergency access road surrounding the Oak Ridge Preschool and continuing to the east property boundary. The remainder of the area is maintained by Oak Ridge Schools (Refer to the available aerial photo for illustration of the boundaries).

The Community Center and Parcel 411 will be mowed and trimmed at the same time so the park as a whole maintains an overall neat and groomed appearance.

**Scarboro Field – Parcel 395** - Parcel 395 is a large open-space area west of Carver Avenue behind the community center, to be mowed bi-weekly. Mowing with a tractor and rotary mower is acceptable in this area. There are two ditches located in Parcel 395 that must be trimmed to prevent blockage by woody vegetation.

**SOLWAY PARK** – 205 Edgemoor Rd.

The park, located on the south side of Edgemoor Road, is comprised of two separate areas adjacent to each other but separated by Melton Hill Lake backwaters. The areas consist mainly of open-space and include a boat ramp, fishing pier, parking, and picnic areas.