



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2018-002

**MOWING AND TRIMMING SERVICES
FOR RECREATION & PARKS DEPARTMENT**

**NOTE: SUGGESTED PRE-BID CONFERENCE APRIL 3, 2017
AT 1:00 P.M., LOCAL TIME, AT 1403 OAK RIDGE
TURNPIKE (OAK RIDGE RECREATION CENTER)**

BID OPENING

**April 13, 2017
2:00 P.M. Local Time**

**at the
Central Services Complex – Finance Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819
Email: lmajeski@oakridgetn.gov
Attn: Lyn Majeski**

CITY OF OAK RIDGE, TENNESSEE
Invitation to Bid and Instructions to Bidders

FY2018-002

March 27, 2017

Project: Mowing and Trimming Services for Recreation & Parks Department

Invitation

Bids will be received by the City of Oak Ridge until 2:00 p.m., local time, April 13, 2017, then publicly opened in the Central Services Complex – Finance Department Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Specifications, Mowing Frequency, and Maps)

All bids must be completed and submitted on the Bid Form provided. 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.

Suggested Pre-Bid Conference

A suggested pre-bid conference will be held on April 3, 2017, at 1:00 p.m., local time, at 1403 Oak Ridge Turnpike (Oak Ridge Recreation Center). Prospective Bidders are not required to attend in order to submit a bid, but attendance is recommended. Please contact Lyn Majeski at (865) 425-1819 if directions to the pre-bid conference are needed. All questions are due by noon, local time, on April 10, 2017 via email to lmajeski@oakridgetn.gov.

Site Visit

Submission of a bid is the bidder's indication that the bidder has inspected the sites to gain an understanding of the work to be done, therefore, before submitting a bid it is strongly suggested that each bidder inspect the sites.

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 and obtain an interpretation or clarification prior to submitting a bid. 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.

Prices

The Bidder shall submit unit bid 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 the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids. Such written request must be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn in order to verify the identity of the bidder.

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.

References

With the bid, each Bidder shall furnish at least three (3) references for whom work similar to that covered by the specifications herein was performed.

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 if requested.

Personnel

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

Method of Work

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 who 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.

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 bid amount. 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.

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.

Completion and Performance Bond, and Labor and Material Bond

The Contractor agrees to furnish a Completion and Performance Bond in the amount of fifty percent (50%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

The Contractor agrees to furnish a Labor and Material Bond in the amount of twenty-five percent (25%) 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 this Contract. The form and conditions of this bond shall be as prescribed by the City.

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.

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

The 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.

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, 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.

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 the use of tobacco products (chewing) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) 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.

Background Checks

The selected Bidder shall only furnish employees who are competent and skilled for work under this contract. 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.

Contract Term

The initial term for the contract will be July 1, 2017 – December 31, 2018. The unit prices set forth on the bid form is based upon an annual frequency amount. The unit prices will be calculated for a mowing season of July 1, 2017 through November 15, 2017 and March 15, 2018 through November 15, 2018. A renewal option is set forth in the Contract (attached) for up to four (4) additional one-year (January 1-December 31) terms at the City's option.

Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's 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 FY2018-002: Mowing and Trimming Services for Recreation & Parks Department to be opened April 13, 2017 at 2:00 p.m. 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.

FY2018-002 BID FORM

Project: Mowing and Trimming Services for Recreation & Parks Department

In compliance with the Invitation for Bids, dated March 27, 2017, the undersigned Bidder:

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

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

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 Contract attached thereto.

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 Completion and Performance Bond, Labor and Material Bond, or other suitable securities, and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____	Date: _____	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____

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 unit prices will be the unit prices used for payment under the contract.

**FY2018-002 BID FORM
(continued)**

FACILITY	FREQUENCY	PER-CUT COST	# CUTS	ANNUAL COST
<u>ATHLETIC FIELDS</u>				
Big Turtle Softball Field	WEEKLY		31	
Bobby Hopkins Baseball Field	WEEKLY		33	
Grey Strang Baseball Field	WEEKLY		33	
Kevin Calia Baseball Field	WEEKLY		33	
B & C Fields	WEEKLY		33	
Jefferson Middle School Softball Field	WEEKLY		31	
Pinewood Softball Field	WEEKLY		31	
Carl Yearwood Softball Field	WEEKLY		31	
<u>PARKS AND OPEN SPACE AREAS</u>				
A.K. Bissell Park	WEEKLY		31	
A.K. Bissell Park Ditch Bank	TWICE A SEASON		2	
Briarcliff Park	WEEKLY		31	
Carl Yearwood Park	EVERY 10-DAYS		21	
Carl Yearwood Park Ditch Bank	BI-WEEKLY		15	
Cedar Hill Park	WEEKLY		31	
Elm Grove Park	WEEKLY		31	
Elza Gate Park	EVERY 10 DAYS		21	
Groves Park	ONCE A MONTH		7	
Highland View Park	WEEKLY		31	
Jackson Square Tennis Courts	EVERY 10-DAYS		21	
Jackson Square Tennis Courts Bank	BI-WEEKLY		15	
Jackson Square Tennis Courts Ditch	ONCE A MONTH		7	
LaSalle Park	WEEKLY		31	
Melton Lake Park	WEEKLY		31	
Milt Dickens	WEEKLY		31	
Oak Ridge Tennis Courts	EVERY 10-DAYS		21	
Old Edgemoor Roadside	3 TIMES A SEASON		3	
Pinewood Park	WEEKLY		31	
Scarboro Community Center	WEEKLY		31	

**FY2018-002 BID FORM
(continued)**

FACILITY	FREQUENCY	PER-CUT COST	# CUTS	ANNUAL COST
Scarboro Field- Parcel 411	WEEKLY		31	
Scarboro Field- 395	ONCE A MONTH		7	
Solway Park	EVERY 10-DAYS		21	
<u>GREENWAYS & TRAIL HEADS</u>				
Melton Lake Greenway	BI-WEEKLY		15	
Melton Lake Greenway Bank	3 TIMES A SEASON		3	
Emory Valley Greenway	BI-WEEKLY		15	
Cedar Hill Michigan Trailhead	BI-WEEKLY		15	
Georgia Ave. Trailhead	BI-WEEKLY		15	
<u>MUNICIPAL SWIMMING POOL</u>				
April 3 rd – May 15 th	BI-WEEKLY		4	
May 22 th – August 14 th	WEEKLY		13	
August 28 th – October 31 ST	BI-WEEKLY		5	
Municipal Swimming Pool Ditch	3 TIMES A SEASON		3	
			TOTAL	\$

Total Bid Price (listed above)

Mowing and Trimming Services \$ _____

_____ Dollars and _____ Cents

**FY2018-002 BID FORM
(continued)**

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

Telephone #: _____

Name: _____

Fax # _____

Title: _____

Email: _____

Business
Name: _____

Date: _____

Mailing
Address: _____

Physical
Address: _____

Tax ID 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 and at least three (3) references.

BID BOND

FY2018-002

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,

(hereinafter called the "Principal"), as Principal, and the _____, of

_____ a

corporation duly organized under the laws of the State of _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (hereinafter called the "Obligee"), as Obligee, in the sum of ten percent (10%) of the bid 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:

_____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Invitation to Bid and Instructions to Bidders with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter such contract and give such bond, if the Principal shall pay to 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 in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ A.D. 2017.

IN THE PRESENCE OF:

_____(Seal)
Principal

Witness Title

_____(Seal)
Surety

Witness

Title

CONTRACT

FY2018-002

This Contract entered into this _____ day of _____, 2017, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and

_____,
a _____, hereinafter called the "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 perform all work and services required for mowing and trimming services for the areas specified by the Recreation and Parks Department for the City of Oak Ridge, Tennessee, in strict accordance with the terms and provisions of this Contract, the Specifications, the Frequency Schedule, and the bid of the Contractor all attached hereto and incorporated herein by reference as if fully set forth verbatim.

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

ARTICLE 2 – Term; Renewal Options

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2018, unless terminated earlier or renewed in accordance with the terms of this Contract. Services to be provided under this Contract for the initial term shall commence on July 1, 2017.

After the initial 18-month term, this Contract may be renewed at the City’s option for up to four (4) additional calendar year terms (January 1 – December 31). Such renewals shall occur automatically unless the City submits notice to the Contractor of its intent to not renew prior to the beginning of the mowing season. For purposes of this Contract, the mowing season is March 15 through November 15.

ARTICLE 3 – Changes

- A. 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, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.

- C. 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 any and 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 therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision shall survive the termination or suspension of this Contract.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the 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 the 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 require the surety to fully perform and complete the work in the manner required by the Completion and Performance Bond and the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and the Contractor's surety shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

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 the Contractor monthly in accordance with the prices set forth in the Bid Form, subject to any adjustments pursuant to the terms of this Contract. Payment will be made within thirty (30) days of receipt of an invoice by the Contractor for work satisfactorily performed. The Contractor shall submit invoices after the 15th of each month showing the cuts made during the month, the price per cut and the amount due. The City may require the Contractor to submit information monthly on a City-prepared form.

ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

ARTICLE 9 – Rate Adjustment

Beginning with the first renewal term, the per unit price will be increased each March 1 by one hundred percent (100%) of the Consumer Price Index (CPI) for the month of January of the current year, which reflects the unadjusted annual percentage change from the month of January of the prior year.

ARTICLE 10 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

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

ARTICLE 11 – Completion and Performance Bond and Labor and Material Bond

A. Completion and Performance Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of fifty percent (50%) of the Contract price with good and sufficient surety or sureties acceptable to the City 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.

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, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.

B. Labor and Material Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Labor and Material Bond in the amount of twenty-five percent (25%) of the Contract price with good and sufficient surety or sureties acceptable to the City, conditioned that the Contractor shall promptly make payments to the persons supplying labor, material, or supplies to the Contractor or subcontractors in the performance of the work under this Contract and any amendment or extension thereof. The form and conditions of this bond shall be as prescribed by the City.

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

ARTICLE 12 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 13 – Compliance with All Laws, Ordinances, Statutes, and Regulations

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

ARTICLE 14 – Insurance

The Contractor shall at all times during the Contract 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*.

The 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 the 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	

The 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 the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 15 – Permits and Licenses

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

ARTICLE 16 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The 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 the 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.
- C. The 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 the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The 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 the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 17 – Superintendence by the Contractor

The 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 the Contractor.

ARTICLE 18 – Termination by City for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the 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 the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the 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 the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 19 – Termination for Convenience

- A. The City may terminate this Contract as to all or any part of the services for convenience at any time without cause upon thirty (30) calendar days' written notice. A notice of termination for convenience will (i) be provided no less than thirty (30) calendar day before cessation of the services; (ii) specify the date of termination for that part of the services; and (iii) direct the sequence and manner in which the termination will be implemented. Upon termination for convenience, the City will pay the Contractor for all services satisfactorily provided through the termination date.
- B. The Contractor may not terminate this Contract for convenience, however, the Contractor may submit a termination notice to the City for the subsequent renewal term provided the notice is delivered to the City no later than June 30th of the current term. In such event, the Contractor will be required to finish the services for the current term year, giving the City sufficient time to bid the project for the following calendar year. In this event, the Contractor will not be permitted to submit a bid on the project during said bidding cycle.

ARTICLE 20 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, 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 and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 21 – Personnel

- A. The Contractor represents that it has, or will, secure at the 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.
- B. All of the services required hereunder will be performed by the Contractor or under the 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 22 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City 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 the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 23 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

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 Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications
Frequency Schedule
Maps
Bid Documents
Contractor's Bid

Approved by Resolution _____

LABOR AND MATERIAL BOND

FY2018-002

Know all men by these presents

That We _____

AS PRINCIPAL, and

AS SURETY are held firmly bound unto the

hereinafter called the Obligee, in the penal 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 has entered into a certain Contract with said Obligee dated _____ 20 _____ (hereinafter called the Contract) for the full and complete performance of _____,

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal and all contractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such contractors shall promptly make payments to the persons supplying him, or them, 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 has 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 which right of action shall be asserted in a proceeding, instituted in the county in which the Principal does business. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for his or their use and benefit against said Principal and Surety or either of them, (but not later than one year after the final

Labor and Material Bond
(continued)

settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

- (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 Section 12-4-201 et seq.

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 _____, 20_____.

Attest: _____

By: _____ (Seal)
Principal

Attest: _____

By: _____ (Seal)

COMPLETION AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

FY2018-002

THAT _____
(Name and address of legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
SURETY, hereinafter called Surety, and held and firmly bound unto the City of Oak Ridge, as Obligee, in
the amount of _____ Dollars (\$ _____)

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

WHEREAS, Contractor has by written agreement dated _____, 20_____
entered into a Contract with the City of Oak Ridge for

_____ in accordance with the specifications and
approved amendments, which Contract is by reference made a part hereof, including all the obligations
thereunder, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor 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 Contractor shall be, and declared by City to be, in default under the Contract or any part
thereof, the City having performed the City's obligation thereunder, the Surety may promptly remedy the
default, or shall promptly at the City's option:

- (1) Complete the Contract in accordance with its terms and conditions; OR
- (2) 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 Owner 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 _____ A.D., 20_____
IN THE PRESENCE OF:

Witness

By _____
Principal (Seal)

Witness

By _____
Surety (Seal)

SPECIFICATIONS

MOWING SPECIFICATIONS

1. Mowing tractors and riding mowers must be equipped with turf tires.
2. Limbs will be removed from mowers path and neatly piled. The Parks staff will remove limb piles.
3. All efforts will be made to ensure 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 must have all safety guards in place. The Contractor is liable for any injuries or damages resulting from mowing practices.
4. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment.
5. All sign posts, utility poles, buildings, trees, and flower beds will be trimmed (string trimmer) at the same time the location is mowed or periodically sprayed with herbicide (where permitted). All fenced areas will be trimmed inside and outside as listed in specifications. **The Contractor must hold a pesticide charter if chemical spraying is considered, and the City shall approve the herbicide to be used and determine the areas it may be applied.** Spraying will be done precisely to provide a neat, uniform strip under chain link and around posts. Care will be taken to avoid herbicide drift and overspray.
6. Care should be taken when operating a mower or string trimmer around wooden fences and trees. Damage, or even the death of trees, may result if the mower deck or trimmer comes in contact with the object. **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.
7. **NO FLOWER BEDS OR OTHER PLANTING BEDS WILL BE SPRAYED WITH HERBICIDES. CONTRACTORS ARE LIABLE FOR ANY DAMAGES.**
8. Never discharge grass clippings into the pool, roadways, sidewalks, 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.
9. All sidewalks, trails and roadways must be cleared of any clippings or debris resulting from mowing operations **IMMEDIATELY AFTER EACH MOWING.**
10. Litter, including paper, cans, bottles, and other debris shall be picked up and properly disposed of prior to cutting.
11. 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.
12. The Contractor will use good judgement when mowing areas after rain in all park and greenway areas. Damage to turf areas will be repaired by the Parks staff and the Contractor shall be billed for materials and labor hours or deducted from sums owed to the Contractor.
13. In park areas where kudzu and other invasive plants are present, actual mowing boundaries must be maintained. The invasive plants must be kept back and not allowed to encroach into the turf area.

14. 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. Consult with Recreation & Parks staff to determine when it is appropriate to cut these areas.
15. Extreme care must be used by the Contractor when maintaining irrigated areas, such as baseball and softball fields and around 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 with the parts and labor billed to the contractor or deducted from sums owed to the Contractor.
16. Aerial photos and other boundary maps which indicate property lines are to be used as reference points for this Contract. All roadway right-of-way adjacent to the park is included in this Contract. The City will provide the Contractor with photos of each property listed to ensure a complete understanding of boundaries and mowing responsibilities
17. Mowing frequencies may be reduced or increased in order to meet budgetary and other needs.
18. **The Contractor will be given access to any locked facility either by lock combination or key access. The Contractor will be held responsible for the security of keys and lock combinations.**

PARK AREAS

A.K. BISSELL PARK – 1403 Oak Ridge Turnpike

The park consists of a three parking lots, civic center, library, pavilion, picnic shelter, playground, fit trail, Badger building, and commemorative walk.

A.K. Bissell Creek Banks - there are two distinct creeks in the park. Mowing and trimming are required down to the water's edge. Mowing with a tractor and rotary mower is acceptable in this area. This area will be mowed twice a year, to be determined by the Park Supervisor.

BASEBALL COMPLEX – 165 Wilberforce Ave.

All grass areas within the baseball complex, **with the exception of** the Bermuda grass infields on Grey Strang and Bobby Hopkins, are to be mowed and all fences trimmed. This includes all the areas inside and outside the chain link and diamond rail-fencing.

The area within the fence for the City gas pumps and the detention pond east of the pumps, toward the complex, are not included in this Contract, as illustrated in the aerial photo (see attached).

BIG TURTLE PARK – 2525 Oak Ridge Turnpike

The park consists of two paved parking lots, softball field, soccer field, playground, picnic shelter, restrooms, Dog Park, and open space.

Big Turtle Park – Includes the turf within the boundaries of the park, including the Dog Park.

Big Turtle Softball Field – The area enclosed by the chain-link fence for the softball field.

Katie Hunter Soccer Field – The turf within the chain-link fence for the field is mowed under a **separate contract**. Trimming the fence line outside the field is required in this Contract.

BRIARCLIFF PARK – 50 Deerfield Ln.

The park includes a paved parking lot, playground and open space.

CARL YEARWOOD PARK – 231 Bus Terminal Rd.

The park consists of a paved parking lot, softball field, skate park, disc golf course, picnic shelter, and open space.

Carl Yearwood Softball Field – Is defined as the softball field enclosed by chain link fencing.

Carl Yearwood Park – Includes all turf outside the softball field and ditch bank, including the disc golf course and the strip of turf within the skate park, adjacent to the fence. The areas will be mowed and trimmed at the same time the field areas are being cut so the park as a whole maintains an overall neat and groomed appearance.

Carl Yearwood Ditch Bank – The ditch is located adjacent to Bus Terminal Road between the roadway and softball field parking lot. Mowing with a tractor and rotary mower is acceptable in this area.

CEDAR HILL PARK – 611 Michigan Ave.

The park consists of a parking lot along Michigan Ave., playground, walking trail, basketball court, and two greenway entrances.

Cedar Hill Michigan Ave. trailhead – Trimming the curb line and fence is also 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. The trail head is signified by a fence and signage. A fire hydrant is also located in this area and turf must be maintained for access.

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 is acceptable in this area. The Contractor and City staff will coordinate with park users to determine designated unmown “rough” areas of the course on an annual basis.

ELM GROVE PARK – 98 Taylor Rd.

The park consists of one parking lot, two parking areas along Taylor Rd., playground, and a walking trail.

There is a pedestrian access easement from Tabor Rd., bordered by diamond rail fence, and parking lot islands 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 parking lot is located at this location. There is an island located in the parking lot that must be mowed and trimmed on the same schedule as the rest of the park. The park serves as a trail head for Melton Lake Greenway and the Worthington Cemetery trail.

EMORY VALLEY GREENWAY – This paved greenway parallels Emory Valley Road from Melton Lake Drive to Donner Dr. The inner portion of the trail Begins at Melton Lake Drive and navigates through a section of greenbelt to Baylor Dr.

See illustration.

Along Emory Valley Road mow one mower deck width between the trail and wooded area, mow turf areas between trail and Emory Valley Road, turf area at trail head off Melton Lake Road and one mower deck width on both sides along the inner portion of the trail.

HAW RIDGE PARK – 100 Old Edgemoor Rd.

Located on old Edgemoor Road, mowing includes the area around the Haw Ridge Park entrance sign at the intersection of Edgemoor Rd. and Old Edgemoor Rd. and along the sides of the roadway, which leads to the Life Development Center and turn around gate. Mowing with a tractor and rotary mower is acceptable in this area.

HIGHLAND VIEW PARK – 275 Highland Ave.

The park consists of a parking lot, playground, shelter, and open space area.

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.

Jackson Square Tennis Court Bank – There is a grassy bank located just north of the courts and south of Broadway Avenue. This area will be mowed and trimmed.

Jackson Square Tennis Court Ditch – The ditch is located south of the courts, parallel to Tennessee Avenue. This area will need to be string trimmed due to the steepness of the banks.

JEFFERSON SOFTBALL FIELD – 200 Fairbanks Rd, south of the Jefferson Middle School.

Along with mowing the field itself, a fifteen (15) foot wide mowing strip is required adjacent to the outside of the field's chain link 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, two parking lots, and a soccer field.

LaSalle Soccer Field – The turf within the chain-link fence for the soccer field is mowed under a **separate contract**. Trimming the fence line outside the field is required in this Contract.

MELTON LAKE PARK– 695 Melton Lake Dr.

The park is located on the east side of Melton Lake Drive between Amanda Drive and the yellow access gate north of the finish line tower. The park includes the following areas: pavilion, playground, the parking lot, causeway, turf surrounding the inlet, and the open-space area south of the inlet to the yellow access gate, north of the finish line tower. The park is bordered by Melton Lake Drive and the lake's shoreline.

MELTON LAKE GREENWAY -100 Oak Ridge Turnpike to 100 Edgemoor Rd.

The greenway starts at Elza Gate Park and ends at the Edgemoor Parking Lot.

See Illustration.

The portion of the greenway passing through Melton Lake Park (Amanda Dr. to the yellow access gate, north of the finish line tower) is considered a part of Melton Lake Park for the purpose of this Contract.

Melton Lake Greenway Bank – A steep bank along the trail adjacent to the intersection of Melton Lake Drive and Rolling Links Boulevard. The bank is located in section two (2). The bank will be mowed three (3) times year in mid-May, mid-July and mid-September. The Parks Division has the option of requesting additional mowing of the bank as needed to prevent vegetation from encroaching on the greenway.

MILT DICKENS PARK – 116 Athens Rd.

The park consists of a parking lot, playground, soccer field, and open space.

Milt Dickens Soccer Field – The turf within the chain-link fence for the soccer field is mowed under a **separate contract**. Trimming the fence line outside the field is required in this contract.

Milt Dickens Park – Includes all turf not included with the soccer field. 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.

MUNICIPAL SWIMMING POOL –180 Providence Rd.

Mowing consists of the areas inside and outside of the fenced area and around the paved and gravel parking areas, 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.

Municipal Pool Ditch/Creek Bank – this area will need to be string trimmed to the water's edge due to the steepness of the banks. The area will be trimmed at the same time as a whole to maintain an overall neat and groomed appearance.

OAK RIDGE HIGH SCHOOL TENNIS CENTER – 127 Providence Rd.

The ORHS Tennis Courts are located on the north side of the Oak Ridge Turnpike across from the Civic Center. The area is border by a creek to the north, Oak Ridge High School parking lot entrance to the east, Oak Ridge Turnpike to the south and open space to the west. The area consists of two sets of fenced-in courts. Mowing is required between the two sets of courts, fences trimmed and a ten (10) foot wide strip west of the courts.

PINEWOOD PARK – 211 Bus Terminal Rd.

The park consists of two parking lots, softball field, soccer field, and open space.

Pinewood Softball Field – Located on the east side of Bus Terminal Road. Includes all turf within the chain-link fence.

Energy Solutions Soccer Field – The turf within the chain-link fence for the soccer field is mowed under a **separate contract**. Trimming the fence line outside the field is required in this Contract.

Pinewood Park – Includes the remainder of the turf within the boundaries of the park.

SCARBORO PARK – 148 Carver Ave.

The park consists of five distinct areas. They include the Scarborough Community Center, Parcel 411, the Scarborough softball field, Parcel 395, and the Parcel 395 ditch bank.

Scarboro Community Center - Located on Carver Avenue and consists of the grounds adjacent to the Center and parking lot. There is a playground and picnic shelter south of the center.

Scarboro Field - Parcel 411 - Parcel 411 is located on the east side of Carver Avenue and consists of a softball field, basketball court and tennis court, all enclosed with chain-link fence, and open-space.

These areas 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. Mowing with a tractor and rotary mower is acceptable in this area.

Parcel 395 Ditch Banks – There are two ditches located in Parcel 395 that must be trimmed to prevent blockage by vegetation.

SOLWAY PARK – 205 Edgemoor Rd.

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

FREQUENCY SCHEDULE (ANNUAL BASIS)

FACILITY	FREQUENCY	# CUTS
<u>ATHLETIC FIELDS</u>		
Big Turtle Softball Field	WEEKLY	31
Bobby Hopkins Baseball Field	WEEKLY	33
Grey Strang Baseball Field	WEEKLY	33
Kevin Calia Baseball Field	WEEKLY	33
B & C Fields	WEEKLY	33
Jefferson Middle School Softball Field	WEEKLY	31
Pinewood Softball Field	WEEKLY	31
Carl Yearwood Softball Field	WEEKLY	31
<u>PARKS AND OPEN SPACE AREAS</u>		
A.K. Bissell Park	WEEKLY	31
A.K. Bissell Park Ditch Bank	TWICE A SEASON	2
Briarcliff Park	WEEKLY	31
Carl Yearwood Park	EVERY 10-DAYS	21
Carl Yearwood Park Ditch Bank	BI-WEEKLY	15
Cedar Hill Park	WEEKLY	31
Elm Grove Park	WEEKLY	31
Elza Gate Park	EVERY 10 DAYS	21
Groves Park	ONCE A MONTH	7
Highland View Park	WEEKLY	31
Jackson Square Tennis Courts	EVERY 10-DAYS	21
Jackson Square Tennis Courts Bank	BI-WEEKLY	15
Jackson Square Tennis Courts Ditch	ONCE A MONTH	7
LaSalle Park	WEEKLY	31
Melton Lake Park	WEEKLY	31
Milt Dickens	WEEKLY	31
Oak Ridge Tennis Courts	EVERY 10-DAYS	21
Old Edgemoor Roadside	3 TIMES A SEASON	3
Pinewood Park	WEEKLY	31
Scarboro Community Center	WEEKLY	31
Scarboro Field- Parcel 411	WEEKLY	31
Scarboro Field- 395	ONCE A MONTH	7
Solway Park	EVERY 10-DAYS	21
<u>GREENWAYS & TRAIL HEADS</u>		
Melton Lake Greenway	BI-WEEKLY	15
Melton Lake Greenway Bank	3 TIMES A SEASON	3
Emory Valley Greenway	BI-WEEKLY	15
Cedar Hill Michigan Trailhead	BI-WEEKLY	15
Georgia Ave. Trailhead	BI-WEEKLY	15
<u>MUNICIPAL SWIMMING POOL</u>		
April 3 rd – May 15 th	BI-WEEKLY	4
May 22 th – August 14 th	WEEKLY	13
August 28 th – October 31 ST	BI-WEEKLY	5
Municipal Swimming Pool Ditch	3 TIMES A SEASON	3

MAPS

Fifty-two (52) maps showing the sites are attached hereto.