

GOLF COURSE MAINTENANCE CONTRACT

1. CONTRACTOR:

NAME: Reliable Property Services, LLC
PHONE: 608-709-5545 **FAX:** 608-709-5547
ADDRESS: 5540 Willow Road, Suite 122
Waunakee, WI 53597

2. OWNER:

NAME: Frankfort Square Park District
PHONE: 815-469-3524 **FAX:** 815-469-8657
ADDRESS: 7540 W. Braemar Lane Frankfort, IL 60423

- 3. PROPERTY:** Contractor agrees to perform Basic Services (the "Work") under this Maintenance Contract at certain real property, **Square Links Golf Course**, located in the City of Frankfort, County of Will, State of Illinois, and the street address as follows: 7861 W. Saint Francis Road, Frankfort, Illinois.
- 4. TERM OF CONTRACT:** Performance of the Work under this contract shall commence on **March 20, 2017 and continue through April 30, 2020, unless earlier terminated.**
- 5. RENEWAL OF CONTRACT:** At the end of the three (3) year period, the Owner and Contractor shall have the right to renegotiate terms for future contractual periods. A minimum of One Hundred and twenty (120) days prior to the end of the contract, the Contractor will give written notification to the Owner that the current contract is due for renewal. A minimum of Ninety (90) days prior to end of the Contract, the Owner shall notify the Contractor if negotiations are to occur. If the Owner does not respond to the Contractor with notification, prior to the Ninety (90) days, the contract will expire on April 30, 2020.
- 6. BASIC SERVICES:** The Contractor shall provide the following Basic Golf Course Maintenance Services to the Owner at the Property, including supervision, labor, equipment, and materials subject to the terms and conditions of this Contract:
- (A) Maintenance of the existing golf course envelope, club house grounds, and practice facilities to be performed per guidelines listed on Attachment "A".
 - (B) Contractor will present a status report on the golf course maintenance at designated meetings as determined by the Owner.
 - (C) The purchase of any of the existing golf course equipment and inventory will be handled under a separate agreement.

- (D) Major tree removal and maintenance, 6” caliper and larger, shall be performed by others. The Contractor will work with Owner's arborist, with any additional work to be done by the Contractor as described under item #8 below. Reliable Property Services will work with The Owner's Arborist to develop any reports for Owner.
- (E) Contractor will actively recruit locally to staff the golf course.

Owner to supply all facilities on the golf course property for storage of materials and maintenance equipment. The facilities shall include any chemical storage enclosures and a washing/collection station for equipment, as needed, to meet state and local code requirements. The contractor will maintain, clean, and keep in good order, the existing facilities

- 7. **UTILITIES:** Owner to supply all utilities for the maintenance building.
- 8. **FUEL:** The Owner will supply and pay for, separate from this agreement, all unleaded and Diesel fuel used by the Contactor for the maintenance of the site.
- 9. **ADDITIONAL SERVICES:** At the request of the Owner, Additional Services, (not included in paragraph 6 above), shall be provided on a time and material or firm quotation basis. These items will be billed separately and are not included within the base contract price as set forth in paragraph 9(A) below.
- 10. **PAYMENT TERMS:** (A) Owner shall pay the Contractor, **\$195,192.00**, not including all applicable sales tax, for the contract year **March 20, 2017 to April 30, 2018. The first year contract amount consists of twelve (12) months at a price of \$175,000.00 and an additional \$20,192.00 for the six weeks from March 20, 2017 to April 30, 2017.** Contracts in the years 2018 and 2019 will commence on May 1 and end April 30 the following year. Yearly Contract total amounts starting March 20, 2017 and ending April 30, 2020 will be as listed below in paragraph 9(A.1), unless otherwise determined in paragraph 9(A.3). These terms are for Basic Services under this Contract, payable in the following installments:

1) Contract Year	The Contract Price would be:
2017	\$195,192.00
2018	\$176,750.00
2019	\$178,518.00

- 2) Payment shall be made in seven (7) equal payments with the first payment due in May and the last payment due in November. Invoices received by the tenth (10th) of each month will be Net Due 15 days after receipt.
- 3) The Owner the Contractor, and their respective representatives, will meet each year in September or October to discuss and concur with the above pricing structure. The payments will be adjusted accordingly on a percentage basis starting with the May Invoice.

4) Seven (7) equal monthly payments of the annual contract will be due each month May thru November. Invoices received by the tenth (10th) of each month will be Net Due 15 days after receipt.

(B) Contractor shall submit invoices to Owner for any Additional Services as noted in paragraph 8 above in the same manner as described in paragraph 9A. Such Additional Services shall be billed at Contractor's standard rates unless Owner and Contractor have otherwise agreed in writing. The price for these additional services are to be approved by the **Frankfort Square Park District** prior to commencing.

(C) Applicable sales tax is not included in the quotation for Basic Services. The parties recognize and agree that the Park District is a unit of government and is exempt from Illinois sales tax.

(D) Late charges, if any, shall be governed by the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

11. **OWNER'S REPRESENTATIVE:** Owner hereby designates its **Executive Director** as its representative authorized to take any and all action with respect to this Contract, which Owner has the right to take, without the need for consent of approval by any other person. Owner hereby acknowledges that all actions taken by Owner's Representative on behalf of the Owner shall be binding upon Owner. The Owner's Representative may be amended by The Board of Board of Commissioners of the Frankfort Square Park District with written notification to the Contractor.

12. **CONTRACTOR'S REPRESENTATIVE:** Owner hereby designates **Grayson Harms** as its representative authorized to take any and all action with respect to this Contract, which Owner has the right to take, without the need for consent of approval by any other person. Owner hereby acknowledges that all actions taken by Owner's Representative on behalf of the Owner shall be binding upon Owner.

Contractor and its successors or subcontractors, if any, agree that they are not entitled to make any tax position that is inconsistent with their role as a service provider to Owner, including not claiming any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the grounds maintenance operation and agronomic operation of the golf course.

This Agreement is intended to meet the guidelines and safe harbor requirements of Internal Revenue Procedure 2017-13.

OWNER: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

GENERAL CONDITIONS TO GOLF COURSE MAINTENANCE CONTRACT

These General Conditions are hereby made a part of the Golf Course Maintenance Contract. All capitalized terms used herein shall have the same meanings ascribed to them within the preceding portion of this Golf Course Maintenance Contract.

1. CONTRACTOR'S RESPONSIBILITIES: Performance of services under this Contract shall be in a good and workmanlike manner. With respect to any goods, products or materials used, Contractor shall comply with all standards and recommendations provided by the manufacturer or supplier of such goods, products or materials. Contractor shall not assign any employee, subcontractor or other person on behalf of Contractor to this agreement who has not submitted to and successfully passed a criminal background check and been cross-referenced with the State of Illinois and federal sexual offender registries. All employees assigned to this agreement shall be employees of Contractor. Contractor is solely responsible for hiring, promoting, discharging, and supervising all employees performing services pursuant to this agreement.

Contractor shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of Owner by reason of this Agreement. This Agreement does not constitute or create a joint venture or partnership between the parties.

2. OWNER'S RESPONSIBILITIES: Owner shall clearly identify boundaries of the Property, and shall provide a professional survey of the Property and/or cause the Property to be staked if reasonably requested by Contractor. Owner shall make available any information regarding underground utilities or services that are within the property's boundaries.

3. INSURANCE: During the Term of this Agreement, Contractor shall secure and maintain, the cost of which shall be borne by contractor, the following insurance covering its on-site activities under this Agreement:

(B) Commercial General Liability and/or Umbrella/Excess Liability Insurance providing coverage for bodily injury and property damage arising in connection with the operation of the Club or on the Property and including coverage for contractual liability providing limits of not less than:

Bodily Injury and Property Damage Liability -	\$5,000,000 each occurrence
Personal Injury and Advertising Liability -	\$5,000,000 per person or per organization
General Policy Aggregate -	\$5,000,000
Products Liability/Completed Operations Aggregate -	\$5,000,000

(C) Commercial Business Automobile Liability Insurance including coverage for all owned, non-owned, and hired vehicles providing coverage for bodily injury and property damage liability with combined single limits of not less than \$1,000,000.

Special Note: the limits of liability specified in A, B, C and D above can be satisfied through a combination of primary, umbrella or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

(G) Workers' Compensation Insurance in such amounts that comply with applicable statutory requirements, and Employer's Liability limits, including Umbrella Liability Insurance, if necessary, of not less than \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee.

All such insurance coverage maintained by the Contractor (except as set forth in (F), (G) and (H)) shall name Owner as additional insured to the extent of the Contractor's obligations under the Contract and shall be maintained with insurance companies rated at least A- by Best Key Rating Guide and shall be licensed to do business in Illinois. BCG shall deliver to Owner certificates of such insurance evidencing the required policies. The expenses for all the coverages outlined in (A) through (G) above shall be Operating Expenses.

4. INDEMNITY: Reliable Property Services agrees to indemnify, save harmless and defend the **Frankfort Square Park District** against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, which the **Frankfort Square Park District**, its boards, commissions, agencies, officers, employees and representatives may sustain, incur or be required to pay by reason of **Reliable Property Services** furnishing the services or good required under this agreement. Reliable Property Services' duty to indemnify and hold Owner harmless for Reliable's acts and omissions during the term of this Agreement shall survive the expiration or termination of this Agreement. The provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the negligent or willful acts or omission of the **Frankfort Square Park District**, its agencies, boards, commissions, officers, employees, or representatives.

5. LICENSES, PERMITS & TAXES: Contractor shall be licensed to perform maintenance services in the jurisdiction in which the Property is located. Owner must obtain any additional permits or approvals, which may be necessary, at its sole cost and expense. Contractor shall not have any responsibility with respect thereto unless specifically provided as an Additional Service. Any applicable sales taxes in force on the date of this Contract on goods furnished or services provided are included within the price for Basic Services, unless specifically noted in this Contract. Any and all other taxes (including increases attributable to rate increases) and/or special assessments are not included within the price(s) specified in this Contract and are the sole obligation of Owner.

6. EXCLUSIONS: Contractor assumes no responsibility for problems or damage due to:

1. Natural disasters (i.e. storms, tornadoes, floods)
2. Municipal or private utility interruptions or failures
3. Vandalism to golf course or buildings

7. OWNER'S DEFAULT: Owner shall be in default if it fails to make any payment when due or fails to perform any of its other obligations under this Contract and such failure continues for ten (10) days after Contractor gives Owner written Notice, if such failure is not capable of being cured within the ten (10) day period, the Owner commences and diligently pursues such cure within the ten (10) day period, the time period within which the Owner may effect a cure shall be extended for such period of time as may be reasonably necessary to complete such cure. If Owner is in default under this Contract beyond any applicable cure period, Contractor shall have the right to terminate the Contract by giving Owner five (5) days written Notice. Owner shall pay Contractor all amounts due for services rendered to the date of termination.

8. CONTRACTOR'S DEFAULT: Contractor shall be in default hereunder if it fails to perform any of its obligations under this Contract and such failure continues for ten (10) days after Owner gives Contractor written Notice. If such failure is not capable of being cured within the ten (10) day period, and Contractor commences and diligently pursues such cure within the ten (10) day period, the time period within which Contractor may effect a cure shall be extended for such period of time as may be reasonably necessary to complete such cure. If Contractor is in default under this Contract beyond any applicable cure period, Owner shall have the right to terminate this Contract by giving Contractor five (5) days written Notice, whereupon Owner shall pay Contractor to the date of termination, if not previously paid, and may offset the cost of repairing any damage resulting from

Contractor's breach of This Golf Course Maintenance Contract as a full or partial remedy for Contractor's breach, as the case may be.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Venue for any disputes shall be in the courts of Will County, Illinois.

10. **NOTICE:** Any written notice or communication required hereunder shall be delivered by hand, by Federal Express or similar overnight courier service or sent by first class certified or registered mail, return receipt requested, to any party hereto at their respective address as set forth in paragraph 1 and paragraph 2 of this Golf Course Maintenance Contract. The effective date of any notice, which is required to be given within a stated period of time, shall be the date of the postmark (if mailed) or the date of receipt (in all other instances).

11. **GENDER & NUMBER:** Masculine, feminine, or neuter pronouns shall be substituted for one another, and the plural shall be substituted for the singular number, in any place or places herein which the context may require such substitution.

12. **ENTIRE AGREEMENT:** The Contract is comprised of this Golf Course Maintenance Contract including these General Conditions and any other plans or specifications identified herein or attached as an exhibit hereto. The contract constitutes the final and entire agreement between Contractor and Owner and is intended to be an integration of all prior negotiations, representations, agreements and transactions, either written or oral. This Contract is subject to revision or revocation if it is not accepted within thirty (30) days of submission by Contractor. The invalidity or unenforceability of any provision of this Contract shall not affect the provisions hereof, and this Contract shall be construed in all respects as if such provision were omitted. This Contract shall be governed by and construed in accordance with the laws of the jurisdiction in which the Property is situated.

OWNER: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

ATTACHMENT "A"

RELIABLE PROPERTY SERVICES
GOLF COURSE MAINTENANCE SPECIFICATIONS

Maintenance items not listed below will be considered an additional service to the maintenance contract and will be approved by the owners' representative and billed as an "additional service" to the contract.

PUTTING GREENS

- Greens will be mowed with a Toro Triplex greensmower, or similar equipment.

Approximate mowing heights and dates.	Opening Day to April 25	0.140
	April; 26 to May 10	0.130
	May 11 to October 15	0.125
	October 16 to closing Day	0.135

- Speed should average a minimum stimpmeter reading of 9.0 feet from May 21 to October 1.
- Greens will be mowed 7 days per week during the May thru September growing season, however, weather and course conditions may prevent some of these mowings from occurring. In April and October the greens will be mowed on an "as needed" basis.
- The mowing directions will be alternated between straight on, cross, left to right, and right to left.
- The outside perimeters of the greens may be adjusted in April and October.
- Pin locations will be changed regularly, up to 3 times per week. The frequency and timing of the cup changing will vary due to weather and the amount of play.
- Aerification will occur during the spring and fall as needed with solid tines. If a problem exists hollow tines may be necessary. All aerification will be done with consent from the owner or it's on course representative. When schedules allow, aerification will be done with Toro Greens aerifiers, or similar pieces of equipment. If cores are pulled, the cores will be removed and the holes will be backfilled to the surface with sand.
- Verticutting will be performed as needed and as course schedules allow. We anticipate verticutting twice per year.
- Sand topdressing will be applied on a regular basis to dilute thatch. Typically sand topdressing will occur after verticuts and aerifications.
- Fertilization programs will be based upon soil tests results and upon needs based upon regulating growth and color for consistent golf turf. A total of 2 pounds of actual Nitrogen is anticipated to be applied during the growing season.
- Growth regulators may be applied to limit growth.
- One Insecticide application may be made to the greens if a problem from Insects occurs.
- Herbicides may be applied if a problem from weeds occurs.
- Wetting Agents may be applied to help reduce localized dry spots.
- Fungicide applications will be made in a timely manner to prevent turf damage from various diseases. We will also make one fungicide application in November for the control of snow mold.

GREEN COLLARS AND APPROACHES TO GREENS

- Green collars and approaches will be mowed with a Toro Triplex greensmower, or similar equipment.
- Mowing height will be approximately 0.75 inches throughout the season.
- Approaches to greens will be mowed 3 times per week, in conjunction with the collar, during the May thru September growing season. Weather and course conditions may change the days they are mowed. In April and October, approaches to greens and the green collars will be mowed on an "as needed" basis, but no more than 3 times per week.
- The mowing directions may be alternated between across, left to right, and right to left.
- Aerification of the collars will occur at the same time as the green aerification. The same equipment, techniques, and timing for green aerification will apply for the collar. Aerification to the approaches may occur with solid tines as needed.
- Fertilizer, fungicide, insecticide, and herbicide applications will coincide with applications made to greens.

TEES

- Tees will be mowed with a Toro Triplex greensmower, or similar equipment.
- The mowing height will be approximately 0.75 inch.
- Tees will be mowed 3 times a week during the May thru September growing season. Weather and course conditions may change the days they are mowed. In April and October, tees will be mowed on an "as needed" basis, but no more than 3 times a week.
- The mowing directions will be alternated between straight on, left to right, and right to left.
- The tees will be aerified with solid tines and topdressed 1 time per year.
- Fertilization programs will be based upon soil tests results and upon needs based upon regulating growth and color for consistent golf turf a total of 2 pounds of actual Nitrogen is anticipated to be applied during the growing season.
- One insecticide application may be made to the tees if a problem from insects occurs.
- One Herbicide application may be applied if a problem from weeds occurs.
- Wetting Agents may be applied to help reduce localized dry spots.
- Fungicide applications will be made in a timely manner to prevent turf damage from various diseases. We will also make one fungicide application November for the control of snow mold.

FAIRWAYS

- Fairways will be mowed with a Toro 5200 fairway mower, or similar equipment.
- Mowing height will be approximately 0.75 inch throughout the season.
- Fairways will be mowed 3 times per week during the May thru September growing season. Weather and course conditions may change the days they are mowed. In April and October, fairways will be mowed on an "as needed" basis, but no more than 3 times per week.
- Mowing directions will be alternated to avoid grain development.
- Solid tine aerification may be done on an as needed basis but no more than 1 time per year.
- Fertilization programs will be based upon soil tests results and upon needs based upon regulating growth and color for consistent golf turf. A total of 1 to 2 pounds of actual Nitrogen is anticipated to be applied during the growing season.
- No Insecticide applications are anticipated.
- One Herbicide application may be applied if a problem from weeds occurs.
- No Wetting Agent applications are anticipated.
- Fungicide applications will be made in a timely manner to prevent turf damage from various diseases. We will also make one fungicide application in November for the control of snow mold.

ROUGH

- Roughs will be mowed with rotary type mowers.
- The mowing height will be approximately 2.5 inches throughout the season.
- Rough will be mowed 1-2 times per week during the May thru September growing season. Weather and course conditions may change the days they are mowed and the frequency. We are anticipating mowing 2 times per week during active growth periods.
- One Herbicide application will be made to control dicot weeds. Typically this application will occur in the spring.

NATURAL AREAS

- The Natural Areas will be considered non-managed areas of the golf course.
- The Long Grass areas will be sprayed with Herbicide once per year to control weeds.

GREEN SURROUNDS, TEE AND BUNKER BANKS

- Banks will be mowed with a sidewinder type rotary bank mower and generally the same frequency as the rough.
- The mowing height will be approximately 2.5 inches.
- Fertilizer and Herbicide applications will be consistent with the applications made for the rough.

SAND BUNKERS

- Bunkers will be raked using a Toro Sand Pro 5000, or similar equipment.
- The bunkers will be raked 4 times per week, during the May thru September golfing season. Weather and course conditions may change the days they are raked and the frequency. In April and October, bunkers will be raked on an "as needed" basis, but no more than four times per week.
- Bunker rakes will be placed inside the bunker after it has been raked.
- A "hard edging" of bunkers will be done 1 time per year using a mechanical edger or spade shovels. The edge will be cut and material removed with the existing bunker sand pulled up to the edge. Throughout the season a string trimmer will be used to keep the edge.
- Washouts from heavy rains will be repaired as soon as possible following storms.
- Pumping of the bunkers is not anticipated.

PRACTICE AREA

- Practice area setup is the responsibility of others.
- Picking of the range balls will be the responsibility of others
- The practice range rough will be treated and maintained as part of the regular rough program.

PRACTICE TEE

- Tees will be mowed with a Toro Triplex greensmower, or similar equipment.
- The mowing height will be approximately 0.75 inch.
- Tees will be mowed 3 times a week during the May thru September growing season. Weather and course conditions may change the days they are mowed. In April and October, tees will be mowed on an "as needed" basis, but no more than 3 times a week.
- The practice tee divots will be filled and seeded weekly.
- Aerification will occur with solid tines on an "as needed" basis.

TRAFFIC CONTROL AND COURSE MARKING

- We will maintain current water hazard stakes and out-of-bounds poles.
- We will maintain current tee blocks, and flagpoles.
- We may use and maintain current stakes, ropes, arrows and signs, when necessary, to control the flow of traffic around the golf course.

Weekly Golf Course Maintenance Operations

ITEM	Estimated Times/Week
MOWING	
Greens	7
Tees (& Practice Tee)	3
Fairways	3
Green & Tee Banks	1-2
Rough	1-2
Clubhouse Grounds and Entries	1
Around Trees	1
WEEDEATER TRIMMING	1
RAKING SAND TRAPS	4
SETTING CUPS	3
DAILY COURSE PREPARATION:	3
Trash, ballwashers, moving tee blocks...	
BATHROOM/CLEANING	N/A
GOLF COURSE MARKING:	As Needed
Ground-under-repair	
GENERAL TRIMMING-HARD TO REACH AREAS	As Needed
HAND WATERING:	As Needed
Dry spots	

Yearly Golf Course Maintenance Operations

ITEM	Estimated Times/Year
FUNGICIDE APPLICATIONS:	
Greens	As Needed
Tees	6
Fairways	6
INSECTICIDE APPLICATIONS:	
Greens	1
Tees	1
Fairways	1
Rough	0
(The price per acre for Japanese Beetle grub control, based on 2016 prices would be \$25.00 per acre.)	
PRE-EMERGENT HERBICIDE APPLICATIONS:	
Rough	Not Included
POST-EMERGENT HERBICIDE APPLICATION:	
Greens	As Needed
Tees	1
Fairways	1
Rough and Lawns	1
AERIFICATION:	
Greens	1 time per year
Tees	1 time per year
Fairway	Not Included
TOPDRESSING:	
Greens	3
Tees	1
EDGING SAND BUNKERS	
FERTILIZER APPLICATIONS:	
Greens	As Needed
Tees	2
Fairways	1
Rough	0
Club Grounds	1
VERTICAL MOWING:	
Greens	2
IRRIGATION SYSTEM MAINTENANCE:	
Pump station & deep well system, programming & routine maintenance. Repairs of pump station and deep well will be the responsibility of the owner.	Weekly
IRRIGATION SYSTEM REPAIRS	
Routine maintenance of the system and minor repairs will be performed as needed. Major repairs such as main valves and main pipe breaks will be the responsibility of the owner.	As Needed

RIVER EDGE MAINTENANCE	
Pond edge mowing with boom mower will be the responsibility of the owner	Not Included
Streambank stabilization will be the responsibility of the owner	
CLUBHOUSE GROUNDS:	As Needed
Pruning, weeding, cleaning, mulching	
TREE PRUNNING: Low branches affecting play/carts	As Needed
Only branches that can be reached from the ground Large scale pruning and canopy pruning is not included	
TREE REMOVAL: 6" Caliper and larger	Not Included
LANDSCAPE & TREE DEBRIS REMOVAL	
Debris generated from the course will be the responsibility of the owner to chip and/or dispose of properly	Not Included
IRRIGATION SYSTEM WINTERIZATION	
IRRIGATION SYSTEM PRESSURIZATION	
FALL LEAF CLEAN-UP:	As Needed in the Fall
Includes leaf cleaning of playing areas	
COURSE CLEAN-UP & PREPARATION:	Spring — 2 weeks
Debris cleanup, raking leaves & sticks, bunker cleaning and rejuvenation	
COURSE CLEAN-UP AFTER STORMS	Small Branches Only
Major Storms will be the responsibility of the owner	
GOLF COURSE MONITORING:	Daily
Disease identification & scouting course conditions	
Daily & weekly planning, staff management	
OFFICE/CLERICAL	Weekly
Payroll, bills & payments, budget monitoring, & inventory control	
EQUIPMENT MAINTENANCE:	Daily
Daily preparation & routine servicing, daily cleaning & breakdown servicing	
EQUIPMENT MAINTENANCE:	Annually
Winter overhauls, painting tee blocks, benches, trash containers	
PARTS PURCHASING & ORDERING	As Needed
INVENTORY MANAGEMENT:	As needed
Fertilizers, pesticides	
EMPLOYEE TRAINING & SEMINARS	As required
MAINTENANCE BUILDING CLEANING	As needed