



Distinctive. Innovative. Memorable. Whether a project involves original designs, renovation or restoration, our goals are always the same--meeting the specific needs of our clients while creating a golfing experience that is second to none. We look forward to working with you!

October 29, 2019



A Proposal by Lohmann Quitno Golf Course Architects, Inc.

Attention: Mr. Jim Randall
Frankfort Square Park District
7540 W. Braemar Lane
Frankfort, IL 60423

Submitted by: Todd A. Quitno
tquitno@lohmann.com
Lohmann Quitno Golf Course Architects, Inc.
18250 Beck Road
Marengo, IL 60152



Scope of Services

On behalf of Lohmann Quitno Golf Course Architects, Inc. (LQ) we are pleased to offer the following proposal of services to assist Frankfort Square Park District at the Square Links Golf Course located in Frankfort, IL, with the following:

Task 1 – Tee Signage Update

- Prepare signage concepts for each existing hole on the golf course, illustrating the layout of the hole and identifying tee locations, yardages, and recommendations (club selection) for beginners.
- Provide signage in digital format to be printed and installed by Owner.

Task 2 – Range Tee Enhancement Project

- Prepare layout and grading plans for the expansion (toward putting green) and leveling of the primary range tee, including all related adjustments to vegetation, paths, hardscape, drainage, etc.
- Prepare preliminary cost estimates for the work if entirely contracted out.
- Review costs with Owner to determine final approach to implementation (in-house vs. contracted) and associated responsibilities.

Fee Schedule and Signature

Based on the services outlined above, we propose a “not to exceed” fee of **\$6,400** to complete the studies, including expenses.

The following items are NOT included as a part of this proposal:

- Irrigation design or consultation
- Project bidding and observation
- Engineering design or consultation
- Permitting fees and applications

Acceptance: The General Terms and Conditions of this proposal are attached hereto and expressly made a part hereof and incorporated verbatim by this reference. This Proposal shall be considered revoked if acceptance is not received within thirty (30) days of the date hereof.



Please sign below and return one copy as notice of your acceptance. We thank you for the opportunity to submit this proposal and to assist in the continued growth of Square Links. Please feel free to call with any questions or comments on the above.

Respectfully submitted,

LOHMANN QUITNO GOLF COURSE ARCHITECTS, INC.



Todd Quitno, ASGCA
Vice President of Design

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

Terms and Conditions

These General Terms and Conditions are appended to and expressly made a part of the Proposal dated **October 29, 2019** to **Frankfort Square Park District** (hereinafter referred to as "the Client") from **Lohmann Quitno Golf Course Architects, Inc.** (hereinafter referred to as "Lohmann"). Upon execution by the Client, the Proposal, including these General Terms and Conditions, shall become our Agreement for Professional Services (hereinafter referred to as "Agreement").

ARCHITECT'S RESPONSIBILITIES

The scope of the project shall be only as described in the Agreement and include only such work as Lohmann deems necessary to carry out and complete the project. The project scope shall not be altered except by mutual agreement and proper authorization to proceed.

After the acceptance of any plans by the Client, and/or by the appropriate public agencies, any changes must be approved by Lohmann and agreement reached as to the additional compensation due Lohmann, if any. Estimates, opinions, and statements of probable construction cost prepared by Lohmann represent its best judgment as a design professional and are supplied for the general guidance of the Client. Because Lohmann has no control over the costs of labor and material, over Contractor's methods of determining bid prices, or over competitive bidding or market conditions, Lohmann cannot and does not guarantee that any such estimates, opinions, or statements will not vary from Contractor's bids or actual cost to the Client.

CLIENT'S RESPONSIBILITIES

The Client shall designate, when necessary or appropriate for the expeditious completion of the Project, a representative authorized to act on its behalf with respect to the Project. The Client or its representative



shall examine documents submitted by Lohmann. The client or its representative shall render decisions pertaining to such documents promptly in order to avoid unreasonable delay in the progress of the services to be performed by Lohmann under this Agreement.

The Client shall furnish a certified land survey of recent date of the site of the Project giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements, and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The Client shall also furnish, as applicable, zoning restrictions, and hydrological information relating to the site.

The Client shall furnish the services of consultants when Lohmann and Client deem such services necessary or appropriate for completion of the project. Such consultants may include, among others, soil engineers, irrigation consultants, civil engineers, and planners. Cost of such consultants must be approved by Client prior to services being rendered. Client shall be responsible for wetland, flood plain, and floodway delineation

If requested by Lohmann, Client shall furnish evidence that financial arrangements have been made to fulfill the Client's obligations under this Agreement.

INDEMNIFICATION

Client will indemnify, defend and hold harmless Lohmann, its officers, directors, employees, and Sub-contractors from and against all claims and actions, including attorneys' fees, arising out of damages or injuries to persons or tangible property caused by a negligent act, error, or omission of Client or any of Client's agents, trade contractors, and employees in the performance of Services under this Agreement. Client will not be responsible for any loss, damage, or liability arising from the sole negligence of Lohmann, or Lohmann's sub-contractors, agents, staff or consultants.

The Client shall make no demand for liquidated damages for delays or actual damages for delays, and no damages of any kind may be assessed against Lohmann for any delays or for delays or causes attributed to other Contractors or arising outside the scope of this Agreement.

In the event that Client institutes legal action of any kind (suit, arbitration, etc.) against Lohmann because of any failure or alleged failure to perform, error, omission, or negligence, and if such legal action is not successfully prosecuted or if it is dismissed, or if the decision is rendered for Lohmann, Client agrees to pay Lohmann any and all costs of defense, including attorney's fees, expert witness' fees, and court costs and any and all other expenses of defense which may be necessary. Payment shall be made immediately following dismissal of the case or immediately upon a decision being rendered in behalf of Lohmann.

TERMS OF PAYMENT

The Client shall pay Lohmann monthly as the work proceeds, and the fees and reimbursable expenses shall be invoiced monthly as the work progresses on each phase. Lohmann shall determine the percentage of completion for purposes of the monthly billing.

All invoices are due upon receipt. Lohmann reserves the right not to start work on the next phase until all invoices for work on the prior completed phase have been paid in full. Payment for a phase shall be considered approval and acceptance of Lohmann's work on that phase. Overdue accounts are subject to a service charge of one percent (1.0%) per month on the unpaid balance. An account is considered overdue



if an invoice is not fully paid thirty (30) days after the date of the invoice. This is an annual rate of twelve percent (12%).

Reimbursable expenses are in addition to the Basic Services Fee, the compensation for any Additional Services, and the compensation for any Project Representatives (unless the Proposal specifically includes these expenses). Reimbursable Expenses include actual expenditures made by Lohmann, their employees or consultants in the interest of the Project for the following:

- Transportation and living in connection with traveling for the Project.
- Blueprints, photocopies, and other reproductions (excluding copies for Lohmann's office use and a duplicate set at each phase of the Project for Client's review and approval); all expendable surveying supplies; and fees for securing approval of authorities having jurisdiction over the Project.
- Any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Lohmann.

Invoices shall be considered correct as rendered if not questioned verbally within ten (10) calendar days of the date of the invoice.

Failure to pay any invoice prior to its becoming overdue shall entitle Lohmann, upon five (5) days verbal notice, to suspend performance of services under this Agreement. Unless payment in full is received by Lohmann within five (5) days of the date of the notice, the suspension shall take effect without further notice. Lohmann shall have no liability to Client for delay or damage caused Client because of such suspension of services. The failure of Client to make payments to Lohmann in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

Should Lohmann bring any action or proceeding at law or in equity to enforce payment of unpaid invoices, together with any and all service charges, and if Lohmann recovers judgment in any sum, Lohmann shall also recover reasonable counsel fees, service charges, and interest, as well as litigation and collection expenses, witness fees, and court costs, of the maximum extent allowed by law.

TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by the Client, under the same terms, whenever the Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Lohmann either before or after the termination date shall be reimbursed by the Client.

In the event this Agreement is terminated, Lohmann shall be paid its compensation for services performed to the termination date, including reimbursable expenses then due.