

GOLF COURSE MAINTENANCE SERVICES CONTRACT

Golf Course Maintenance Services (the “**Contract**”) is entered between the Village of Buffalo Grove (hereinafter the “**Village**” or “**Owner**”), an Illinois home-rule unit of government, and **Reliable Property Services, LLC** (hereinafter the “**Contractor**”) on this 1st day of **March**, 2023 (the “**Effective Date**”). The Village and the Contractor are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, the Village has negotiated pricing for the Work (defined below); and

WHEREAS, the Contractor wishes to enter into this Contract with the Village and the Village wishes to enter into this Contract with the Contractor for the Work;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the adequacy and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

ARTICLE I - WORK TO BE DONE BY THE CONTRACTOR

The Village does hereby hire and contract with the Contractor to provide all the labor, equipment, materials and/or services described more thoroughly on Contract **Exhibit A** (the “**Work**”) which is incorporated into the Contract by this reference.

ARTICLE II - CONTRACT DOCUMENTS

The following exhibits are attached hereto and incorporated herein by this reference:

Contract Exhibit A – Description of the Work

Contract Exhibit B – Schedule of Prices

Contract Exhibit C – Performance and Payment Bond

If any term or provision of this Contract shall conflict with any term or provision of the exhibits referenced above, the terms and provisions of the exhibit shall control.

ARTICLE III - CONTRACT AMOUNT

The Village agrees to pay the Contractor for the proper and timely performance of the Work in strict accordance with this Contract as detailed in **Contract Exhibit B (the “Schedule of Prices”)** Unless explicitly provided otherwise in this Contract, the detailed sums shall be the full and exclusive compensation owed to the Contractor for the Work; and Contractor may not seek additional payments from the Village.

ARTICLE IV – APPLICATION FOR PAYMENT

All work performed under this Contract shall be billed on a monthly basis. Golf maintenance service payments shall consist of **10** equal payments due prior to the **end of each month, with the exception of December and January, of each year of the Contract.** Snow removal payments shall consist of **2** equal monthly payments due on or before, December 1st and January 2nd of each year of the Contract.

All payments under this Contract must be approved by the Village’s Board at regularly scheduled meetings. The Village reserves the right to request any receipts, invoices, proof of payments as the Village, in its sole discretion, may deem necessary to justify the payment requested *prior* to paying the requested payment. The Contractor shall furnish with his final application for payment a Final Lien Waiver from itself and, if not already provided, from every subcontractor and materialman of the Work.

The Contractor acknowledges that the Village is a unit of local government and that all payments under the Contract are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. To that extent, the Village shall have forty-five calendar (45) days from receipt of a bill or invoice to pay the same before it is considered late under the Contract. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

ARTICLE V – CONTRACT TIME

Term. The Village will enter into a Contract on **March 1, 2023**. The Time of Performance of this Contract, unless terminated pursuant to the terms of this Contract, shall be for 3 years. The Contract may be renewed upon mutual agreement by both parties for additional 24-month periods. The Village of Buffalo Grove reserves the right to reject a proposed price increase and terminate the Contract. At the end of any term the Village of Buffalo Grove reserves the right to extend this Contract for a period of up to ninety (90) calendar days for the purpose of securing a new contract.

Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Contractor. The Contractor may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred twenty (120) calendar days prior written notice to the Municipality.

Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section, the Contractor shall be paid for services actually performed and reimbursable expenses actually incurred.

For any year beyond the initial year, this Contract is contingent upon the appropriation of sufficient funds by the Village Board; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

ARTICLE VI – PERFORMANCE and PAYMENT BOND

The Contractor shall provide the Village with a performance and payment bond in substantially the same form as on **Contract Exhibit C** (the “**Performance and Payment Bond**”) prior to Contractor beginning any Work and within 10 calendar days of the Notice of Award sent to the Contractor.

ARTICLE VII – ACCIDENT PREVENTION

The Contractor shall exercise every precaution at all times to protect itself, the property of the Village and the property of others. The safety provision of all applicable laws and ordinances shall be strictly observed by the Contractor at all times. Any practice deemed hazardous or dangerous by the Director of Golf Operations or his authorized representatives shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Golf Operations or his authorized representatives. To the fullest extent permitted by law, the Contractor shall be solely responsible for all safety-related matters.

ARTICLE VIII – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Village, its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Village, by reason of personal injury, including bodily injury and death, and/or property damage, whether damage to property of the Village or of a third party, including loss of use thereof, which arises out of or is in any way connected or associated with the Contract and the Work.

ARTICLE IX – CONTRACTORS INSURANCE

Contractor shall procure and maintain, for the duration of the Contract and any maintenance period, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Scope of Insurance: Coverage shall be at least as broad as the below specifications.

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village of Buffalo Grove named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26 and CG 20 01 04 13. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim.

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Limits of Insurance: Contractor shall maintain limits as specified below:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

C. Deductibles and Self-Insured Retentions

Contractor shall be solely liable for any deductible or self-insured retention under the insurance and shall not separately bill for such charges.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

1. No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

H. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

J. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village of Buffalo Grove, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

K. Failure to Comply

In the event the Contractor fails to obtain or maintain any insurance coverages required under this contract, The Village may purchase such insurance coverage's and charge the expense thereof to the Contractor.

ARTICLE X – CERTIFICATE OF AUTHORITY AND SURETY CERTIFICATE

The Contractor shall furnish the Village with a current Certificate of Authority or Surety Certificate issued by the Illinois Department of Insurance for the bonding company and insurance company they are using. In lieu of a Certificate of Authority of Surety Certificate, the Contractor may provide certificate of good standing from the Illinois Department of Insurance’s website.

ARTICLE XI – COPYRIGHTS AND LICENSES

The Contractor agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Contractor and the Contractor’s consultants in connection with the Work (collectively, the “Documents”) or otherwise pursuant to this Contract and all rights therein (including trademarks, trade names, rights or use, copyrights and/or other proprietary rights) shall be and remain the sole property of the Village (regardless of whether the Village or the Contractor terminates this Contract for any reason whatsoever). The Contractor hereby agrees that the Documents are or shall be deemed to be “Works for Hire” within the meaning of Section 101 of the Copyright Act, and the Contractor hereby assigns to the Village all right, title and interest therein. Notwithstanding, the Contractor shall indemnify and hold harmless the Village, its appointed and elected officials, employees, agents and volunteers from and against all claims, damages, losses, and expenses (including attorneys’ fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the Documents and the Work.

ARTICLE XII – NOTICE

All notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder (a “Notice”) shall be in writing and shall be deemed effective three (3) business days after mailing if mailed by certified mail with return receipt requested and immediately if served personally, and shall be addressed to the following:

IF TO THE VILLAGE: Village of Buffalo Grove
50 Raupp Blvd
Buffalo Grove, IL 60089
brobinson@vbg.org
ATTN: Administrative Services Director

WITH COPIES TO: Cc: pbrankin@schainbanks.com
Cc:tcwisniewski@vbg.org

IF TO THE CONTRACTOR: Reliable Property Services, LLC
6813 County Rd K
Wauwakee, WI 53597
krowles@rpswi.com
ATTN: Regional Golf Manager

ARTICLE XIII – CHANGE ORDERS

If the Village requests any change to the Work the Village shall do so by delivering Notice of the same to the Contractor and the change requested by the Village shall be effective upon receipt of the Notice by the Contractor. The Contractor may propose a change to the Work by delivering Notice of the proposed change along with a description of the changes full effect on the Work to the Village; provided, such requested change shall not be deemed accepted until the Village has delivered to the Contractor Notice of the same. Prior to approving a proposed change to the Work by the Contractor, the Village may request such additional documentation as it deems necessary to investigate the proposed change. The Contractor shall be responsible for informing all its employees and subcontractors of any changes to the Work, whether such change is requested by the Contractor or the Village.

ARTICLE XIV – NOTICE OF STARTING WORK

The Contractor shall provide Notice to the Village prior to the Contractor, or its employees or subcontractors, starting the Work or any phase of the Work.

ARTICLE XV – SEQUENCE OF THE WORK

The Director of Golf Operations shall have the power to direct the order and sequence of the Work. On any major portion of the Work, all accessories shall be set coincident with the main construction. Payment for major portions of the Work may be withheld until proper completion of accessories.

ARTICLE XVI – SUPERVISION

The Director of Golf Operations shall have override power to superintend and direct the Work, and the Contractor shall perform all of the Work herein specified to the satisfaction, approval and acceptance of the Director of Golf Operations. The Contractor shall have at all times a competent foreman or superintendent at the Work's site, who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Golf Operations, and any instructions given to such superintendent or person, executing work for the Contractor, shall be binding on the Contractor as though it was personally given to the Contractor.

ARTICLE XVII – STANDARD OF WORK AND WORKERS

The Contractor shall employ competent staff and shall discharge, at the request of the Director of Golf Operations, any incompetent, unfaithful, abusive or disorderly workers in its employ. Where experts or skilled workers must be employed, only expert or skilled workers shall be employed.

ARTICLE XVIII – CONDITIONS OF THE WORK SITE

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees as may be necessary to comply with the State and local Board of Health requirements. Public nuisances will not be permitted. The Contractor shall leave said Work’s site(s) in the best possible condition to the complete satisfaction of the Director of Golf Operations. No vehicles of any kind shall be placed, parked, or operated upon any grass areas at any time except as authorized by the Director of Golf Operations or his authorized representative. Further, the Contractor shall exercise every precaution for the protection of all persons and all property. The safety provisions of all-applicable laws and ordinances shall be strictly observed. Any practice hazardous in the opinion of the Director of Golf Operations or his authorized representatives shall be immediately discontinued by the Contractor upon his receipt of instructions from the Director of Golf Operations or his authorized representative. To the maximum extent permitted by law, the Contractor shall be responsible for all safety-related matters.

ARTICLE XIX – RESERVED

ARTICLE XX – ACCIDENTS

In the event of any accident of any kind that involves the general public or property of the Village or a third party, the Contractor shall immediately notify the Director of Golf Operations by phone as well as provide Notice of the same. The Notice shall include a full accounting of all details of the accident. The Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

ARTICLE XXI – NO ASSIGNMENT

If the Contractor sublets or assigns any part of the Work, then the Contractor shall not under any circumstances be relieved of its liabilities hereunder. All transactions of the Village shall be with the Contractor. Subcontractors shall be recognized only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of this Contract to any person, firm or corporation without written consent of the Director of Golf Operations or his authorized representative.

ARTICLE XXII – DEFAULT

The following shall constitute a default an “**Event of Default**” by the Contractor under this Contract:

- A. If the Contractor shall fail to strictly observe or perform one or more of the terms, conditions, covenants and agreements of this Contract;
- B. If there shall be placed on any property owned by the Village any mechanics’, materialmens’ or suppliers’ lien;
- C. If there shall be instituted any proceeding against the Contractor seeking liquidation, dissolution or similar relief and the same shall not be dismissed within forty-five (45) calendar days;
- D. If there shall be appointed any trustee, receiver or liquidator of the Contractor and such appointment shall not have been vacated within forty-five (45) calendar days; and
- E. If the Contractor fails to maintain or obtain any and all permits, licenses and the like, if any, required by the Village, State or Federal governments for the Work.

Upon any Event of Default the Village shall have the option of (i) **Terminating for Breach of Contract (see ARTICLE V – CONTRACT TIME)** ; (ii) pursuing any remedy available to it at law or in equity; or (iii) pursuing both simultaneously. In addition, upon an Event of Default, the Village may withhold payments due to the Contractor until it has hired a replacement of the Contractor and deducted all costs of hiring a replacement.

ARTICLE XXIII – DELAYS

The Contractor shall not be liable in damages for delays in performance when such delay is the result of fire, flood, strike, acts of God, or by any other circumstances which are beyond the control of the Contractor; provided, however, under such circumstances the Village may, at its option, cancel the Contract.

ARTICLE XXIV – COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers’ Compensation Laws, Public Construction Bond Act, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Buffalo Grove. Notwithstanding the following, the Contractor shall particularly note that:

A. NO DISCRIMINATION – The Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract.

B. FREEDOM OF INFORMATION - The Contractor agrees to furnish all documentation related to the Contract, the Work and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within five (5) calendar days after the Village issues Notice of such request to the Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s actual or alleged violation of FOIA or the Contractor’s failure to furnish all documentation related to a FOIA request within five (5) calendar days after Notice from the Village for the same. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. This defense shall include, but not be limited to, any challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction.

C. ILLINOIS WORKERS ON PUBLIC WORKS ACT - To the extent applicable, the Contractor shall comply with the Illinois Workers on Public Works Act, 30 ILCS 570/1 et seq., and shall provide to the Village any supporting documentation necessary to show such compliance.

D. NOT A BLOCKED PERSON - The Contractor affirms and covenants that neither the Contractor nor any individual employed by the Contractor for this Work or under this Contract is a person forbidden from doing business with a unit of local government under Executive Order No. 13224 (Sept 23, 2001), 66 Fed.Reg. 49,079 (Sept 23, 2001) or is a person registered on the Specially Designated Nationals and Blocked Persons List. The Contractor shall indemnify the Village from all costs associated with failure to comply with this paragraph.

E. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT - The Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act (820 ILCS 265/1 et seq.), and shall comply and require all subcontractors and lower tiered contractors to comply with the requirements and provisions thereof.

ARTICLE XXV – NO WAIVER OF RIGHTS

A waiver by the Village of any Event of Default or any term of provision of this Contract shall not be a waiver of the same Event of Default, another Event of Default or any other term or provision of this Contract.

ARTICLE XXVI – CONTROLLING LAW AND VENUE

This Contract is entered into in the State of Illinois, for work to be performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal matters or dispute shall be resolved in the Circuit Court of Cook County and the Parties hereby submit to the jurisdiction of such Circuit Court. This Contract shall be construed without regard to any presumption or other rule requiring construction against the Party causing the Contract to be drafted.

ARTICLE XXVII – MISCELLANEOUS


- A. AMENDMENT** – This Contract may be amended only in writing executed by both Parties.
- B. NO RECORDING** – This Contract, or a memorandum thereof, may not be recorded in any form by either Party. If either Party records this Contract, or a memorandum thereof, they shall immediately file a release of the same.
- C. COUNTERPARTS** – This Contract may be executed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute an original instrument.
- D. SECTION HEADINGS** – The headings in the Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of the Contract.
- E. NO THIRD-PARTY BENEFICIARIES** – This Contract does not confer any rights or benefits on any third party.
- F. BINDING EFFECT** – This Contract shall be binding and inure to the benefit of the Parties hereto, their respective legal representatives, heirs and successors-in-interest.
- G. ENTIRE AGREEMENT** – This Contract supersedes all prior agreements and understandings and constitutes the entire understanding between the Parties relating to the subject matter hereof.
- H. SEVERABILITY** - If any term, condition or provision of the Contract is adjudicated invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in full force and effect, to the fullest extent permitted by law.
- I. TORT IMMUNITY DEFENSES** - Nothing contained in this Contract is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the Village under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 *et seq.*
- J. CALENDAR DAYS AND TIME** - Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be executed as of the Effective Date.

Village of Buffalo Grove,

By: 
Name: Dane Bragg
Title: Village Manager

Company

By: 
Name: Justin Murphy
Title: Area Vice President

CONTRACT EXHIBIT A- DESCRIPTION OF THE WORK

Golf Course Maintenance Services
PROPOSAL SPECIFICATIONS

Maintenance Standards

1) Greens and Practice Putting Greens:

A. Mowing: Greens and practice putting greens shall be mowed on a daily basis or with a frequency according to the weather. Approximate mowing heights and dates:

Arboretum:

Opening Day to April 25 0.150

April 26 to October 15 0.120

October 16 to Closing Day 0.140

Green speed should average a minimum 10.0 feet with a stimpmeter reading from April 26 to October 15.

Buffalo Grove Golf Course:

Opening Day to April 25 0.150

April 26 to October 15 0.125

October 16 to Closing Day 0.140

Green speed should average a minimum 10.0 feet with a stimpmeter reading from April 26 to October 15.

B. Top-dress all greens and practice greens at least twice per season and as needed to maintain a smooth surface.

C. Fertilization: All greens and practice putting greens shall be fertilized in order to maintain color and growth.

D. Weed Control: All greens and practice greens shall be maintained to minimize foreign grasses and weeds.

E. Aerification: All greens and practice greens shall be aerified as required by wear factors and/or weather but not less than once per season.

F. Hole Location: The hole locations will be changed in a daily rotation that will divide the green into 3 sections and will vary the pattern to attain the least amount of wear to the green. The frequency of cup changing may vary due to weather and amount of play.

G. Rolling: Greens should be rolled a minimum of 3 times per week. Rolling can be substituted for mowing if approved by the Director of Golf or designee.

H. Approaches: The putting green approaches will be maintained to practice putting green specifications as listed above with the exception of the mowing height, which will be at approximately 0.45 inch throughout the growing season.

2) Tees (all areas used for tee surfaces not including Driving Range Tee):

- A.** Mowing: Tees shall be mowed 3 times weekly or as determined by growth and/or weather. The mowing height will be approximately 0.40 inch at the Arboretum and 0.70 inch at the Buffalo Grove Golf Course.
- B.** Top-dress: All tees shall be top-dressed as necessary to fill divots and level tee surfaces.
- C.** Weed Control: All tees shall be maintained to minimize foreign grasses and weeds.
- D.** Fertilization: All tees shall be fertilized in order to maintain growth and color.
- E.** Aerification: All tees shall be aerified as required by wear factors and/or weather one time per year.
- F.** Divots: Divots shall be filled twice per week for all par 3 tees, and once per week for all other tees. Buckets with a mixture of loam(seed shall be placed at all par 3 holes with a suitable scoop for filling divots. Bare areas of tees will be sodded. Tee markers shall be moved on a daily basis to reduce wear, lengthen or shorten the hole, or to compensate for unfavorable weather conditions.
- G.** Range tee divots will be filled weekly with seed and divot mix. Contractor will supply a maximum of 8 bags of seed for the purpose of filling divots and a maximum of (2) loads of Divot mix (sand and organic material) to maintain the Range Tee. If additional quantities of seed and/or divot mix are necessary, those costs will be the responsibility of the Village. Village staff will be responsible for the daily set-up of the range tee.

3) Fairways:

- A.** Mowing: Fairways shall be mowed 3 times weekly or as determined by growth and/or weather. Approximate mowing heights and dates:

Arboretum:

Opening Day to Closing Day 0.45 inch

Buffalo Grove Golf Course:

Opening Day to March 31 1.0 inch

April 1 to November 1 0.75 inch

November 2 to Closing Day 1.0 inch

- B.** Mowing Directions: Mowing directions will be alternated to avoid grain development.
- C.** Aerification: All fairways shall be aerified as required by wear factors and/or weather. The Contractor may use solid tine aerification as a substitute for core aeration to accomplish this process. Fairways will be aerified at a minimum of once per season at The Arboretum Club and as needed at the Buffalo Grove GC.
- D.** Weed Control: All fairways shall be maintained to minimize foreign grasses and weeds.
- E.** Fairway Collars: The mowing height will be approximately 1.25” inch. One pass with the mower will be made around the fairway portion of the collar and 1 pass around the green portion of the collar. In areas between the bunkers and the collars, a narrower pass may be made to accommodate this narrow passage.

4) Irrigation (all equipment required to irrigate greens, tees and fairways):

- A.** The golf course shall be irrigated as necessary to support proper growth of the golf course.
- B.** Winterization: The Contractor shall winterize the system using compressed air. The system shall be blown out in such a manner to ensure that all water is evacuated from the system. Isolation valves as needed to prevent water from re-entering pipes already winterized. All drains shall be opened for water to drain out and re-closed for the winter. The Contractor will be responsible for all repairs and replacement to irrigation equipment due to improper winterization.
- C.** Contractor will be responsible for the management of start-up and maintenance of the irrigation system and pump station. Replacement Parts for the irrigation system will be the responsibility of The Village. Irrigation Pump Station and repairs. Costs to repair or replace pumps, valves, field controllers, central irrigation controls (computer and software updates), and/or electrical panels will be the sole responsibility of The Village. Repair costs associated to damage of the irrigation system through acts of vandalism or acts of nature are the responsibility of The Village.

5) Edging:

- A.** All edges of sidewalks, patios, and cart paths must be kept. Edging of valve boxes, meter boxes, etc., shall be done as needed to make sure that there is no obstruction of play from growth in these areas.

6) Sand Traps:

- A.** All sand traps shall be edged as necessary to maintain a neat lip, raked, and tilled at the beginning of each season in order to prepare for play. An approximate 1-inch lip will be maintained around the edge of the bunker from the top of the sand to the soil line. Contractor shall supply two (2) truckloads of bunker sand per year. Any additional sand needed will be the responsibility of the Village.
- B.** All sand traps at the Arboretum Golf Course will be raked 5 to 6 times per week.
- C.** All sand traps at the Buffalo Grove Golf Course will be raked 4 to 5 times per week.

7) Trash and Debris Removal:

- A.** Trash and debris removal is the responsibility of the contractor and shall be taken care of on a daily basis.
- B.** Landscape waste including, but not limited to grass, shrubbery cuttings, leaves, tree limbs, brush, and anything resulting from the “Work” shall be the responsibility of the contractor for proper disposal.

8) Animal Control:

- A.** Animal control is necessary in order to prevent wild animals from coming and damaging the golf course property. Contractor cannot be held responsible for the damage from geese, deer, muskrats, or any other animal. Contractor will work with The Village to provide solutions in eliminating the potential for damage to the course and associated grounds.

9) Equipment:

A. All equipment shall be maintained by the Contractor in accordance with manufacturer's schedules and recommendations. All equipment must be maintained in an efficient state, in efficient order, and in good repair.

B. Equipment Storage: All equipment proposed to be used for golf course maintenance must be stored at the designated equipment facility at each course. At the termination of the contract the Contractor shall have 30 calendar days to remove all maintenance equipment. Shall in no case equipment storage impede operations of the golf course.

10) Material:

A. General: The Contractor will be responsible for providing all materials, including, but not limited to, such items as sprays, forestry equipment, sod, grass seed, loam, fertilizers, gravel, herbicides, fungicides, testing kits, etc., as needed for the maintenance of each golf course. The Contractor will be responsible for proper storage of all chemicals in accordance with all applicable laws and regulations, including, without limitation, the State of Illinois and OSHA regulations.

B. Markers and golf equipment: The Contractor will not provide for the purchase of baskets, ball washers, pins and flags, cups, and tee blocks. The Contractor would continue to repair, clean and paint these items, but the replacement costs of these items would be the VILLAGE'S responsibility.

C. Golf course markings: Golf course markings such as, water hazards, out-of-bounds, ground under repair, shall be done by VILLAGE personnel. Hazard stakes and out-of-bounds poles shall be maintained by the Contractor.

11) Pesticides:

A. At least one worker and one supervisor shall be required to have an Illinois Pesticide Applicators license and be experienced in the use of pesticides on golf courses. Workers shall also have experience with fertilizer applications and general knowledge of types of fertilizer available. All treatments shall be made under the direction of the Golf Course Superintendent. The Contractor shall be required to keep records of all applications made to the golf courses.

12) Snow Removal :

- A.** The Contractor agrees to provide parking lot snow removal services using ½ or 1-ton pickups at the Buffalo Grove Golf Course and at the Arboretum Golf Course up to 40 inches of snow. Anything above 40 inches of snow will be an agreed upon rate in the schedule of prices.
- B.** Snow plowing operations will begin when 1” of snow has accumulated and continue until the parking lots and drives are cleared of all snow. The Village will perform deicing activities to the parking lots and drives.
- C.** The Contractor shall remove snow/ice from all walks, ramps, and steps out to the parking lots to ensure clear access from the parking lots to the Club House facilities at both courses.
- D.** Snow shoveling operations will begin when approximately. ½” of snow has accumulated and will continue until all snow is cleared from interior walks of the Arboretum Golf Course and the Buffalo Grove Golf Course. The contractor is responsible for performing deicing activities on these walks.
- E.** Measurement of snowfall for purposes of payment shall be accepted to mean the reported snowfall by the National Weather Service at O’Hare Airport.
- F.** Snow removal from municipal sidewalks that abut the Arboretum Golf Course, and the Buffalo Grove Golf Course shall not be included in this Contract.

13) Exclusions

It is understood that the Contractor cannot plan for unforeseen events that the Contractor would consider outside the normal daily maintenance of the golf course grounds. While the Contractor understands that parts of the course(s) will flood, it is also anticipated that this type of flooding will cause no permanent damage to the course that will require significant repairs and related activity required to get the course(s) back in play. Contractor assumes no responsibility for problems or damage due to:

1. Natural Disasters (i. e. tornadoes, windstorms, or catastrophic flooding*)
2. Municipal or private utility interruptions or failures
3. Acts of War or Terrorism
4. Acts of Vandalism to the golf course grounds or buildings

*Catastrophic flooding is defined as flooding that inflicts permanent damage to the course or structures caused by erosion, excessive debris deposited on the course or standing water caused by the inability for water to recede that causes death or injury to turf and plants.

14) Schedule

Routine course maintenance is expected to take place between the hours of:

Weekdays 5:30 a.m. – 2:00 p.m. (Monday – Friday)

Weekends 5:00 a.m. – 8:00 a.m. (Saturday – Sunday)

Snow removal is expected to take place on an as needed basis.

15) Definitions

Stimpmeter: The Stimpmeter is a device used to measure the speed of a golf course putting green by applying a known force to a golf ball and measuring the distance traveled in feet. When referred to as a "stimp speed", public courses traditionally have greens rolling at a 10.0 when using a Stimpmeter.

Top Dress: To apply material to (as land or a road) without working it in. In most cases, the golf course is Top Dressed with sand (dry) once the area is aerified to alleviate root compaction. The sand works its way into the soil/root structure which helps with a healthy root recovery.

Fertilization: A practice of applying a fungicide, herbicide, or material to promote healthy growth of turf. This application is done on a monthly basis depending on conditions to prevent a weakened root structure of varieties of turf.

Weed Control: Usually done by spraying weed controlling chemicals to prevent the area of turf from being overtaken by weeds. This would include the spraying of fungicides, herbicides, and or pesticides depending on location and growing conditions.

Aerification: A process typically done twice a season that relieves soil compaction, it provides a method to improve the soil mixture around the highest part of a green's roots and it reduces or prevents the accumulation of excess thatch. The areas on a golf course that are traditionally aerated are the greens, tee boxes, as well as fairways.

CONTRACT EXHIBIT B- SCHEDULE OF PRICES

	2023	2024	2025
Arboretum	\$755,008.00	\$766,966.00	\$778,500.00
Snow Removal	\$5,200.00	\$5,200.00	\$5,200.00
Total	\$ 760,208.00	\$ 772,166.00	\$ 783,700.00
BGGC	\$421,079.00	\$428,448.00	\$434,874.00
Snow Removal	\$3,900.00	\$3,900.00	\$3,900.00
Total	\$ 424,979.00	\$ 432,348.00	\$ 438,774.00
Total for both courses.	\$1,185,187.00	\$1,204,514.00	\$1,222,474.00
Golf maintenance service payments shall consist of 10 equal payments	Monthly Payments	Monthly Payments	Monthly Payments
Arbo x 10	\$75,500.80	\$76,696.60	\$77,850.00
BGGC x 10	\$42,107.90	\$42,844.80	\$43,487.40
The CONTRACTOR agrees to provide parking lot snow removal services at the Buffalo Grove Golf Course at <u>\$3,900.00</u> and at the Arboretum Golf Course at <u>\$5,200.00</u> per season up to 40 inches. Above 40 inches the Village will be billed <u>\$125.00</u> per inch for both Golf Courses.			