

George Fazio

Tom Fazio

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Philadelphia, Pa. 19118
(215) 242-1330*

Golf Course Architects

*308 Tequesta Drive
Tequesta, Florida 33458
(305) 746-4539*

30 May 1972

Mr. J. J. McLinden
First Selectman
Town of Richfield
Richfield, Conn. 06877

Dear Mr. McLinden:

We are enclosing the duly signed contract for the Dlh
Ridge Golf Course.

We trust that you will find the papers to be in order.

Very truly yours,

Thomas J. Fazio

GEORGE AND TOM FAZIO
GOLF COURSE ARCHITECTS

TJF:wak

Enclosure

RECEIVED

JUN 1 1972

SELECTMEN'S OFFICE
TOWN OF RIDGEFIELD
CONN.

A G R E E M E N T

DLHY RIDGE

GOLF COURSE

OFFICE OF TOWN COUNSEL
TOWN OF RIDGEFIELD
RIDGEFIELD, CONNECTICUT

JOHN E. DOWLING
ATTORNEY AT LAW
RIDGEFIELD, CONN.

THIS AGREEMENT made and entered into this 1st day of June, 1972, by and between J. J. McLINDEN, First Selectman of the Town of Ridgefield, Ridgefield, Connecticut, being duly authorized pursuant to the powers granted to him by the General Statutes and by the specific authority granted to him by virtue of a Town Meeting on December 9, 1971, party of the first part hereinafter called the "Owner" and GEORGE FAZIO, of Philadelphia, Pennsylvania, a golf course designer, hereinafter called the "Designer".

W I T N E S S E T H

WHEREAS, Owner is the owner of a certain tract of land located in the Town of Ridgefield, County of Fairfield and State of Connecticut, to be known as Dlh Ridge Golf Course and;

WHEREAS, Designer is engaged in the business of designing golf courses, and;

WHEREAS, Owner and Designer desire to enter into an Agreement under the terms of which Designer will design and prepare detailed plans and specifications for an eighteen (18) hole golf course of approximately 6900 yards in length on the said tract of land.

NOW, THEREFORE, Owner and Designer for the consideration hereinafter named agree as follows:

ARTICLE I - Scope of the Work

A. The Designer agrees:

1. To designate the most suitable area for locating the aforesaid eighteen (18) hole golf course, make

preliminary studies and prepare Route Plans for the said golf course, subject to the approval of the Ridgefield Golf Course Commission and its successors.

2. To prepare detailed plans and specifications for bidding purposes by contractors for the construction of greens, tees, fairways and irrigation system, subject to the approval of the Ridgefield Golf Course Commission and its successors.

3. To periodically visit and inspect the construction work at said site. The inspection for purposes of this Agreement shall be defined as the presence at said site of the Designer and/or a representative of Designer, suitable to Owner, at reasonable intervals during the construction of said golf course. These inspections shall be made during work stages such as clearing, grading, shaping, irrigation installation, finish grading, seeding and if necessary, at the request of the Chairman of the Ridgefield Golf Course Commission or its successors. Construction shall be considered completed for purposes of this subparagraph four weeks after said golf course has been seeded.

4. To guard against defects and deficiencies in the work of all contractors engaged in the construction of said golf course, without, however, guaranteeing the performance of said contractors.

B. The Owner agrees:

1. To compensate Designer for the services to be rendered by Designer for Owner hereunder by payment to said Designer of a sum equal to ten percent (10%) of the total cost

of construction of the golf course as more fully defined in Article II hereof. It is expressly agreed that said compensation shall in no event exceed the sum of Forty Thousand Dollars (\$40,000.00) and shall be payable as follows:

- a. At the time of execution of this contract and for preliminary work to date. \$ 2,000
- b. At the time of delivery of final route plans. \$ 4,000
- c. At the time of delivery of detailed plans for construction of golf course, which plans will be subject to approval of the Planning and Zoning Commission of the Town of Ridgefield. \$ 17,000
- d. At the time of delivery of detailed plans and specifications for underground irrigation system. \$ 2,000
- e. Monthly payments for design supervision. It is anticipated construction will begin April 1, 1972 and completion during Sept. 1972. Therefore the monthly rate for construction supervision will be six (6) months @ \$2500 per month. \$ 15,000
\$ 40,000

f. The balance, if any, of the computed sum of the total cost of construction shall be payable by Owner to Designer within fifteen (15) days after the completion of construction of said golf course. For purposes of this provision, final construction shall be defined as 4 weeks after seeding of the golf course has been completed. If said computation indicates that there are monies due by said Designer to Owner, then said Designer shall be required to reimburse Owner for said excess payments within fifteen (15) days after the completion of the

construction of said golf course as hereinabove defined in the sentence immediately preceding.

2. To supply all temporary and permanent licenses and permits for the construction of said golf course.

3. To furnish the Designer at Owner's expense insofar as the work to be performed by Designer under this Agreement may require, a complete and accurate topographical survey of the property, setting forth, where pertinent, the grades and lines of the streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the building site; and all information that the Owner may have as to sub-soil conditions in the vicinity of the work or other information that may assist the Designer in performance hereunder. Owner also agrees to supply Designer with all information as to underground hazards such as telephone, electrical, sewer and irrigation system.

4. To be responsible for locations of center lines of fairways, tees, greens and sand traps.

5. No deduction shall be made from the Designer's compensation on account of penalty, retainer, liquidated damages or other sums withheld from payments to contractors by Owner, or any other person, firm or corporation acting on behalf of said Owner.

6. To stake out property lines, and boundaries of said golf course.

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ARTICLE II - Construction Cost

A. The term "construction cost" as herein set forth shall be defined so as to include the total cost of all construction performed by Owner pursuant to the plans, and specifications prepared by said Designer and in the preparation of the property, and shall include the cost of labor and materials.

B. Construction cost shall not include the cost of the land and buildings, rights of way or the other costs which are the responsibility of the Owner as set forth in Article I B.3 hereof.

C. Labor furnished by the Owner for the preparation of the premises and construction of the golf course shall be included in the construction cost at the current market price. Materials and equipment furnished by the Owner shall be included at current market prices. It is expressly agreed that preparation of the premises shall be so defined hereunder so as to include that preparation specified in Designer's plans and specifications, and shall not include removal of buildings or rebuilding fences and the like prior to the planned construction of the golf course.

ARTICLE III - Owner's Accounting Records

A. Owner shall keep full and complete records and accounts of all costs expended by it in the preparation of the premises and construction of said golf course on a generally recognized accounting basis, and said records and accounts shall

be available to the Designer or his authorized representative at mutually convenient times.

ARTICLE IV - Miscellaneous

A. The parties mutually agree:

1. The performance by Designer shall be considered completed under this Agreement four weeks after the golf course has been seeded.

2. In the event either party hereto shall be in default hereunder, the other party shall not exercise any right or remedy unless such other party shall have given written notice of default by certified mail, specifying such default and requesting the same to be remedied, and if after a period of fifteen (15) days after the receipt of such notice the defaulting party shall have failed to cure the alleged default or defaults or to do the act or refrain from doing the act particularized in the aforesaid written notice, then the work may be completed at the expense of the party in default.

3. The Designer may perform this agreement directly or through associates, but shall be responsible to the Owner for the act or omissions of same, and the Owner shall not be contractually liable to them.

4. This Agreement represents the entire and integrated agreement between Owner and Designer and supersedes all prior negotiations, representations and agreements between these parties, whether written or oral. This Agreement may be amended only by writing executed by the party against whom

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enforcement of such change is sought.


5. Each of the parties hereto represents that all necessary steps have been taken by it to authorize the execution and delivery of this Agreement.

6. This Agreement shall not be assignable by either of the parties hereto without the written consent of the other.

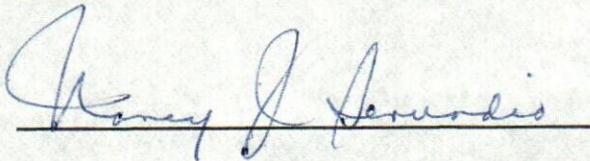
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above mentioned.

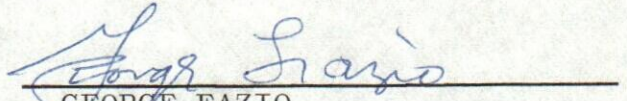
TOWN OF RIDGEFIELD

By


J. J. McLINDEN, 1st Selectman,
duly authorized

Attest:




GEORGE FAZIO

Attest:

