

November 3, 1972

Mr. John E. Dowling
Town Counsel
11 Bailey Avenue
Ridgefield, Conn. 06877

Re: Golf Committee -
Gracy Services, Inc.

Dear Mr. Dowling:

I have read the copy of the Writ filed against the Town of Ridgefield by the above firm with regard to certain land clearing work. I will furnish you with as many details as memory serves, but more exact and accurate records of facts are in the files held by the Golf Committee in Judge Reed Shields' office. I assume we can refer to those later in order for your answer to be exactly accurate. It is my contention that the Town of Ridgefield should make a counter-claim against Gracy Services and perhaps my reasons will be self-evident when the facts are detailed.

Richard Gracy of Gracy Services, Inc. was hired by our Golf Committee in April or May to clear the land in preparation for the golf course construction. A contract for these services which outlined explicitly the work to be performed was provided him and we accepted his bid of \$790 per acre. It was our thought that about 30 to 35 acres would be involved. Of this amount \$340 was for tree clearing and \$450 for stump removal, grubbing and certain cleanup work. Our agreement was that all stumps would be placed in windrows in the center of fairways. It was our job to remove them.

After several weeks on the job a meeting was held with the golf course architects, Mr. Tom Fazio and George Fazio, Mr. A. R. D'Agostino of the D'Agostino Construction Company, Larry Fischer, our golf course superintendent, Gino Torcellini, a member of our committee, and myself. During the course of this meeting there were several items brought to Mr. Gracy's attention that needed to be done and it was noted the grubbing work was unsatisfactory. In bringing this to Mr. Gracy's attention he became emotional and left the work site at a time when the architect intended to give him some additional instructions for the grubbing work. His last comment was that he would call me personally that evening. If memory serves, this was on a Thursday in June (I have the exact date noted in our files) and no phone call was received, Thursday, Friday, Saturday, Sunday or Monday. On this particular Monday our Golf Committee met and decided that since Mr. Gracy had walked off the job and none of his men had returned for additional work, that we would notify him of termination of our agreement, assuming that he had already abandoned the work. A letter of this action is in file.

It should be noted that never was a contract with Mr. Gracy signed. It is my understanding that a copy of the contract as provided by the architects was given to you and on one, possibly two, occasions Mr. Gracy made an attempt to see you with regard to signing the contract. However, your schedules did not coincide and the matter was not pursued on his part very diligently. He was instructed several times to see you for this purpose. There is also no question in my mind that he bid the job based on reading the specifications in the proposed contract and told me so by telephone prior to us awarding him the job.

With regard to Mr. Gracy's claims, it must be said that his work was not close to being satisfactory. On one occasion he told us he was completely through with holes 13 and 14, but upon inspection we found dozens of stumps that had not yet been removed. In some cases we found stumps buried two feet underground, meaning he had covered them with dirt rather than root them out. I have taken color slides to illustrate these points and they are available as evidence.

In order to complete the stump removal, land clearing and grubbing, it was necessary for the golf committee to get another contractor for the work. The amount of work left for us to do was far under-estimated by our golf committee and the golf course architect mainly because of the

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poor job Mr. Gracy had performed. Our costs for this additional work skyrocketed to over \$50,000, on a job Mr. Gracy had told us would cost approximately \$30,000. We kept an accurate log of the days and hours needed to complete his job and this is also available as evidence.

Mr. Gracy also submitted a bill to us on the day he walked off the job in an amount of approximately \$19,000 based on approximately 20 acres of work. Our committee offered to pay him \$13,000 as a settlement but it was refused and the Writ was filed against us.

It is my suggestion that a meeting of yourself, Mr. McLinden, Judge Shields and I should be held to clarify these details. At this point I do not think it necessary to meet with our full committee as some of them are not completely aware of the details.

Sincerely,

Don Brooks

DB:dj

cc: Mr. Joe McLinden
Judge Reed Shields