

AGREEMENT
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
ALLING MEMORIAL GOLF CLUB, INC.
TO
MANAGE ALLING MEMORIAL GOLF COURSE

A22-0425

THIS AGREEMENT: (the “Agreement”), made this 1st day of January 2022, by and between the City of New Haven (the “City”), and Alling Memorial Golf Club, Inc., with a mailing address at PO Box 462, Westwood, Massachusetts 02090 “(the “Operator”), both sometimes collectively referred to as the “Parties” and individually as a “Party”.

WITNESSED THAT:

I. RECITAL OF FACTS:

A. The City has determined that it requires a golf course manager to assist the Department of Parks, Recreation and Trees with the management and operation of Alling Memorial Golf Course in New Haven (the “Golf Course”).

B. The City issued Request for Proposals # 2017-07-1110 for the operation of the Golf Course.

C. The Operator submitted its response to the Request for Proposals, the City selected the Operator, and the Operator has agreed to manage the Golf Course in accordance with the provisions of this Agreement.

D. Funds for this Agreement are available from the Golf Course Enterprise Fund, account no. 80011609 – 56656.

NOW, THEREFORE, in consideration of the mutual rights and duties arising out of this Agreement and for other good and valuable consideration, the Parties agree as follows:

1. DESCRIPTION OF GOLF COURSE:

City engages Operator to manage and operate the real property and personal property described as follows subject to the terms of this Agreement.

1.01 The Golf Course consists of the following described real and personal property:

a) Real Property. That parcel of land commonly known as Alling Memorial Golf Course situated in part in the City of New Haven and in part in the Town of East Haven and, also, known as 35 Eastern Street, New Haven, along with all buildings, fixtures, furnishings and other improvements located on such land.

b) Personal Property. The City's personal property located on and used in conjunction with the operation of the Golf Course including the property described in **Exhibit A**.

2. ENGAGEMENT AND OPERATION

2.01. The City engages the Operator to operate and manage the Golf Course in accordance with the provisions of this Agreement.

2.02. Operator will operate and manage the Golf Course as a public golf course, together with sale and rental of golf-related merchandise at a golf professional's shop, furnishing of lessons by a golf professional, and sales of food and beverages, including liquor sales. Operator may subcontract out the food and beverage operations and any recreational amenities, with the prior written consent of the City. All income from the sublease and/or subcontract shall be subject to the compensation structure defined in section 4. The City shall have final approval of the terms and conditions of the subcontract and/or sublease of restaurant operation.

2.03. Operator shall not operate and manage the Golf Course for any unlawful purpose and shall comply with all valid laws, rules, and regulations applicable to the Golf Course or the businesses conducted on the Golf Course. Operator shall operate and manage the Golf Course in conformance with the Service Requirements set forth in **Exhibit B**, and the Maintenance Program set forth in **Exhibit C**. Each of **Exhibit A**, **B**, **C**, **D**, and **E** are attached to and made a part of this Agreement.

2.04. Except during adverse weather conditions, the Operator shall keep the Golf Course open daily for public golf play from daybreak to sunset, March through November (the "Playing Season"). The Playing Season may continue into December under favorable weather conditions.

3. TERM/OPTION

3.01. The term of this Agreement is for one (1) year beginning on January 1, 2022 and ending on December 31, 2023 (the "Term").

3.02. The City has the Option to renew this Agreement for two (2) additional terms, beginning on January 1, 2023 and ending on December 31, 2023 and then again beginning on January 1, 2024 and ending on December 31, 2025 (the "Option Terms").

3.03. The consent of the Board of Alders is required to exercise each of the renewal options referenced in Section 3.02.

4. COMPENSATION STRUCTURE

4.01. The Operator will be paid monthly by the City of New Haven based on a percentage of the Net Operating Income of the Golf Course. This percentage is to cover all expenses related to the operation of the Golf Course, such as salaries, utilities, gas, oil, telephone, insurance, equipment rental, fertilizer, chemicals, parts, supplies, repairs, maintenance, payroll and professional fees, taxes, and licenses. This percentage shall also include any overhead and profit.

Net Operating Income is defined as all funds received from green fees, season passes, tournament fees, locker fees and cart rentals less the City's costs of leasing golf carts. Net Operating Income does not include any revenues received for golf lessons or for merchandise or repairs purchased through the pro shop. Also, Net Operating Income does not include revenues resulting from a \$1.00 per round surcharge for the golf course improvement revolving fund. In addition to the compensation described above, employees of the Operator will be permitted to play golf at the Golf Course free of charge during the term of the Agreement.

5. COMPENSATION

5.01. The Operator shall be paid eighty percent (80%) of the Net Operating Income ("NOI") up to Eight Hundred Fifty Thousand Dollars (\$850,000.00) and thirty percent (30%) of the NOI in excess of \$850,000.00 during the fifth year of this Agreement (*i.e.*, 2021) and also during each and any of the four additional years if the City exercises either of its options to renew as set forth in Section 3, above (*i.e.*, 2022-2023 and 2024-2025).

5.02. The City shall be paid monthly ten percent (10%) of the gross revenues derived from the Restaurant for all years, which payment shall be made by the fifteenth day of the following month.

5.03. The Operator shall be paid upon receipt of monthly activity and income reports and verification of amounts by the City.

6. REVENUE DEPOSITS AND PAYMENT

6.01. Deposits and Gross Revenue. Operator shall deposit daily with the City all income (cash, credit card drafts, checks) received for greens fees, season passes, tournament fees, locker fees, cart rentals and a \$1.00 Golf Course Improvement Revolving Fund surcharge, as applicable. The deposits shall be made to a separate City bank account. Operator shall send copies of deposit tickets to the City Treasurer at the following address: Office of the Controller, City of New Haven, 200 Orange Street, New Haven, CT 06510. Any interest earned in such account shall belong to the City for deposit in the Golf Course Enterprise Fund.

7. REPORTING OF REVENUES, EXPENDITURES AND OPERATIONS

7.01. For each month during the term of this Agreement, the Operator shall submit to the City, by the fifteenth (15th) day of the succeeding month, a report showing the income from the management and operation of the Golf Course in such detail as the City may reasonably require.

7.02. For each month during the term of this Agreement, the Operator shall submit to the City, by the fifteenth (15th) day of the succeeding month, a report on the operations of the Golf Course demonstrating compliance with contract requirements and meeting quality control goals in such detail as the City may reasonably require. The Operator will also meet with the City monthly to discuss issues related to the Golf Course or this Agreement. Activities and conditions to be included in this report may include, but may not be limited to, the following:

- Itemization of income-producing activities by category, such as rounds played, carts rented, number of restaurant transactions
- Description of special events held at the course such as tournaments
- Description of maintenance and repair activities performed during the month, including building maintenance, as well as a description of the status of any repair or improvement projects managed by Operator
- Completed inspection reports or checklists used by Operator as quality control tools
- Description of course conditions, any notable facility conditions, and results of soil analyses
- Status of Junior Golf Program in relation to program goals and status of specific marketing efforts
- Description of any personnel changes, disciplinary issues, or other management issues
- Relevant developments in the golf or golf course management industries

7.03. No later than January 31st during each year of this Agreement, Operator will submit to City audited financial statements from an independent certified public accounting firm, showing income, including surcharges as applicable and documenting all expenditures by major category. Operator shall also submit reports documenting such monthly and year-end usage data as numbers of rounds, categories of play, cart rentals, season passes, and tournament and league play.

7.04. The Operator may be required to present and discuss monthly or annual reports with representatives of the City or of the Golf Advisory Committee. The City may

inspect the Golf Course premises to verify the accuracy of the Operator's maintenance reports at any time. The City may also conduct an audit at least once per Agreement year, or upon determination of a potential problem, to review the Operator's processes and internal control procedures. The audit will be performed by the City, or at the City's sole option, by an independent auditor selected by the City. To the extent that irregularities are uncovered in the course of the review, the nature and cost of the irregularity will be detailed with recommendations for corrective action. The City may conduct examinations of the Operator's daily receipts and books and records without notice to the Operator. The Operator, as a part of its financial records referenced in Section 6, shall, with respect to monthly or annual reports, retain supporting documentation such as payroll statements, invoices, and receipts.

8. MAINTENANCE AND EXAMINATION OF RECORDS AND REPORTS

8.01. Operator shall maintain its financial records pertaining to the operation of the Golf Course for period of three (3) years following the termination of this Agreement and such financial records shall be open and available to City or City's representative for examination at all reasonable times during business hours. City shall be entitled at any time within three (3) years after the conclusion of this Agreement to question the sufficiency of any operating fees or the accuracy of the report furnished by the Operator. The Operator shall deliver to the City such financial reports and back-up as the City may reasonably request from time to time.

9. TAXES

9.01. Operator will pay all taxes, license fees, and other governmental charges assessed or imposed on the personal property of Operator located on the premises or upon the business operations of Operator conducted on the Golf Course.

10. UTILITIES

10.01. Operator will pay before delinquency all charges for utilities, including, but not limited to, electricity, gas, water, sewer, heating, cooling, and telephone used by Operator on the Golf Course.

11. CAPITAL IMPROVEMENTS

11.01. The Operator shall perform maintenance functions on the grounds and on all facilities of the Golf Course, while the City is responsible for capital improvements. Capital improvements are those improvements that have a useful life of five or more years and have an initial cost of \$5,000 or more.

11.02. Major capital improvements to the Alling Memorial Golf Course, based upon the Master Plan completed by Armstrong Golf Architects in 2002, may be implemented during the term of the contract of the Operator, including the following infrastructure upgrades: a new or renovated clubhouse, cart barn, caretaker's abode, restaurant, and parking areas. The City shall be responsible for the identification and management of any

such improvements. The execution of the Master Plan may require the temporary closure of some parts of the course. Any such closures will be minimized and scheduled in coordination with the Operator, provided that the City shall not be liable in any way whatsoever to the Operator arising out of any alleged lack of coordination. Such coordination responsibilities may include, but not be limited to:

- Participating in meetings to plan the timing and phasing of construction work;
- Facilitating access to the site for contractors and construction equipment;
- Accommodating operational impacts of the work, such as posting signage as needed, communicating the timing and nature of work with golf course members and user; and adjusting maintenance routines to accommodate construction work.

During any construction related to the infrastructure upgrades stated above, the City will provide adequate trailer space for bathrooms, vending, and offices to the extent that any such facilities are necessary.

11.03. The Operator shall not implement capital improvements without the prior written approval of the City. Proposed capital improvements not included in the above-mentioned master plan, but identified by the Operator, shall be submitted to the City for approval with plans and costs estimates. Upon City approval, Operator shall solicit competitive bids for the approved alterations and capital improvements and review the bids with the City. Before commencing any improvement, the Operator will require all contractors to post bonds to insure their performance. Following the completion of the improvements, Operator will submit to the City, with its comments, if any, the actual cost of the improvement together with such back-up as the City may reasonably request in order to verify the cost of the improvement.

11.04. The City shall lease at least sixty-five (65) golf carts.

12. MAINTENANCE AND REPAIRS OF GOLF COURSE

12.01. Operator will maintain the Golf Course in good order, in compliance with all laws and codes, and in sanitary and safe condition, subject to normal wear and tear. Without limiting the foregoing, Operator agrees it will maintain the Golf Course in conformance with the maintenance standards set forth on **Exhibit C**.

12.02. Prior to the beginning of its contract term, Operator will survey the current condition of all facilities and verify that they are in good order. Unless otherwise notified in writing, this survey will indicate Operator's agreement that responsibility for the regular maintenance of all facilities will be assumed by the Operator.

12.03. The Operator shall maintain and keep the personal property located and use in conjunction with the operation and management of the Golf Course including the property described in **Exhibit A**, in good repair and condition. Upon the termination of

this Agreement for any reason whatsoever, said personal property shall be returned to the City in as least as good condition as when received by the Operator, reasonable wear and tear excepted.

13. COOPERATION

13.01. City will fully cooperate with Operator and lend its assistance in obtaining all necessary permits and approvals from other municipalities and the State of Connecticut.

14. INSURANCE

14.01. See attached **Rider A-1** which provisions, by this reference, are part of this Agreement as though fully set forth herein.

15. INDEMNITY

15.01. City represents to Operator that, as of the date of this Agreement, the Golf Course is in compliance with all applicable codes and regulations, with the exception of the underground tanks.

15.02. See attached **Rider A-1** which provisions, by this reference, are part of this Agreement as though fully set forth herein.

16. DAMAGE AND RESTORATION

16.01. If the personal property of either the City or the Operator located at and/or used in the operation of the Golf Course is damaged or destroyed by fire or other casualty, then either the City or the Operator will repair or replace the property, and payments as set forth in Section 4 hereof shall continue without abatement.

16.02. If the real property of the golf course is damaged or destroyed by fire or other casualty, then the City will have a plan including cost estimate prepared promptly for the repair or replacement of the property. Upon approval of the plan by the City and the Board of Alders, if required, the plan will be implemented by the City and the payments set forth in Section 4 hereof shall continue without abatement. The Operator will assist the City in accomplishing the plan including supervision of purchasing and construction.

17. EMPLOYMENT PRACTICES

17.01. Operator shall agree not to discriminate unlawfully in its hiring practices, to advertise its employment opportunities in local publications before advertising elsewhere, to give preference to residents of New Haven and East Haven with respect to its hiring needs and further, provided there are qualified applicants, fifty percent (50%) of employees shall be New Haven residents, and to comply with the employment guidelines of Operator, provided in each instance Operator's action would not violate the U.S. Constitution or

Connecticut Constitution. Operator shall comply with the City's Livable Wage Ordinance with respect to such employees.

18. COMMUNITY PROGRAMS

18.01. The Operator shall implement a Junior Golf Program in conformance with the Junior Golf program set forth in **Exhibit D**, attached hereto and made a part of this Agreement. In furtherance of the Junior Golf program, Operator will work in cooperation with the P.A.L., the City of New Haven schools, and other New Haven-based sponsors of youth recreational activities acceptable to the City to encourage and allow all children residing in New Haven the opportunity to participate in after school and summer programs. Operator will collaborate with the New Haven school system to promote golf teams and to provide reasonable access for such teams to the facility at no cost to the City or the participants in those teams. Operator will sponsor a City of New Haven Junior Golf Tournament opens to students of high school and junior high school age. Nothing herein shall require Operator to provide such services or access during weekends or holidays except as expressly provided.

18.02. Operator shall work with the City to implement tournaments and community golf programs.

18.03. Operator shall submit to the City specific plans, including dates, for community and junior golf programs and tournaments and inform the City throughout the season of the programs being offered.

19. ADMINISTRATION

19.01. This Agreement shall be administered on behalf of the City by its Chief Administrative Officer or such person, as he or she shall designate.

19.02. This Agreement shall be administered on behalf of the Operator by its President.

20. BREACH AND REMEDIES

20.01. The following conditions will constitute a breach of this Agreement and a default thereunder:

a. Conditions of Default

(1) If either party fails to perform any of its obligations under this Agreement when due or called for, and the party in default fails to cure such default within thirty (30) days after written notice from the non-defaulting party of such default; provided, however, that if in the non-defaulting party's reasonable judgment the default is not capable of being cured within such thirty (30) day period, then the defaulting party shall have such additional time as the non-defaulting party reasonably deems necessary to cure such default, provided that (i) the defaulting party immediately proceeds to commence curing

said default, (ii) in the judgment of the non-defaulting party, the defaulting party thereafter diligently and continuously proceeds to cure said default so as to cure said default in the shortest time possible, (iii) such additional time to cure does not impair any rights and or remedies of the non-defaulting party, and (iv) the defaulting party furnishes to the non-defaulting party, upon demand, such documents and information with respect to the defaulting party's curing of such default as the non-defaulting party may request.

(2) If Operator shall be subject to an involuntary filing for bankruptcy, or a receiver be appointed for Operator's property, and such filing or appointment is not vacated, dismissed, or set aside within thirty (30) days from its entry, or if Operator shall voluntarily file for bankruptcy or if Operator's interest in this Agreement shall pass by operation of law to any person other than Operator.

20.02. Remedies

a. If any of the conditions identified in sub-section 20.01 above should occur and the party in default does not cure the default, the non-defaulting party may elect to terminate this Agreement immediately. If the Operator is the party in default and the City elects to terminate this Agreement, the City may seek a new operator for the Golf Course.

b. If either party at any time by reason of the other party's default pays any sum or does any act that requires payment of any sum, the sum paid by the non-defaulting party shall be immediately due and owing by the defaulting party to the non-defaulting party at the time the sum is paid, and if paid at a later date shall bear per annum interest at the prime rate from the date the sum is paid by the non-defaulting party until the non-defaulting party is reimbursed by the defaulting party.

c. If either City or Operator should find it necessary to bring an action in a court of law to enforce any right or remedy under this Agreement, both are each responsible for their own attorney's fees and costs, provided, however, that in connection with a collection action brought by City against Operator, if City is successful in such an action then Operator shall pay for City's reasonable attorney's fees and costs.

21. GOVERNING LAW, THE CHARTER OF NEW HAVEN, CONNECTICUT AND CODE OF CITY OF NEW HAVEN, CONNECTICUT

21.01. This Agreement and the rights and liabilities of the parties to the Agreement shall be governed by the laws of the State of Connecticut, the Charter City of New Haven, Connecticut and Code of City of New Haven, Connecticut. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of the Agreement. Both parties agree that the courts of Connecticut shall have exclusive jurisdiction over any matter concerning this Agreement.

22. FEES

22.01. Fees set by the Board of Alders for the Alling Memorial Golf Course are included in the City Ordinances. The Board of Alders may, by ordinance amendment, make changes to those fees from time to time. Operator acknowledges its obligation to abide by the fees set by the Board of Alders.

23. SUCCESSORS

23.01. Subject to the limitations set forth in this Agreement on assignment or delegation, all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto.

24. MODIFICATION OF AGREEMENT

24.01. This Agreement may not be modified, amended or otherwise changed in any manner except by written amendment executed by all the parties or their respective permitted successors and assigns. No such written amendment may be executed or implemented without prior approval by the Board of Alders of such written amendment.

25. CONTINUED OPERATION

25.01. Notwithstanding anything in this Agreement to the contrary, Operator shall not permit the cessation of operation of the Golf Course as a golf course facility for more than three (3) consecutive days, subject to acts of God and other force majeure events. In the event Operator breaches the foregoing the City shall have the right to operate the premises until such time as the Operator cures all its defaults hereunder. Any revenues collected by the City during such period of operation less its expense of operation shall be deposited into Golf Course Enterprise Fund.

26. ENTIRE AGREEMENT

26.01. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement. The terms of this Agreement may not be changed, modified, or amended except in a writing signed by both parties. No such amendment may be executed or implemented without prior approval of such amendment by the Board of Alders.

27. NOTICE AND ADDRESSES

27.01. All notices, demands, requests, replies or other communications provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery with receipt for delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested,

postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

27.02. For purposes of notice, demand, request and reply, the address of City shall be:

Chief Administrative Officer
City of New Haven
165 Church Street
New Haven, CT 06510

with copy to:

Corporation Counsel
City of New Haven
165 Church Street
New Haven, CT 06510

The address of Operator shall be:

Alling Memorial Golf Club, Inc.
c/o New England Golf Corporation
PO Box 462
Westwood, MA 02090

27.03. Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

28. CAPTIONS

28.01. Captions in this Agreement are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

29. ASSIGNMENT

29.01. Operator shall not assign this Agreement without the prior written consent of the City, which consent the City may withhold in its sole discretion. The City must receive notice of any proposed assignment at least ninety (90) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the City, the assignee shall deliver to the City an assumption agreement ("Assumption Agreement") by which the assignee assumes all of the obligations of the Operator under, and agrees to be bound by all of the terms, conditions, and covenants of, this Agreement.

No assignment of this Agreement may be made, or consented to by the City, without prior approval of such documents by the Board of Alders.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OPERATOR:

CITY:

ALLING MEMORIAL GOLF CLUB, INC.

CITY OF NEW HAVEN

DocuSigned by:
By: William J. Harrison, President
FD8017A81FC04CB
William J. Harrison
Its President
Duly Authorized

DocuSigned by:
By: Justin Elicker
AA6694C8D0B8482...
Justin Elicker
Mayor

June 1, 2022 | 11:21 AM PDT
Date: _____

June 6, 2022 | 9:48 AM EDT
Date: _____

Approved as to Form and Correctness

DocuSigned by:
Catherine E. LaMarr
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Catherine E. LaMarr
Deputy Corporation Counsel

June 1, 2022 | 2:49 PM EDT
Date: _____

MANAGEMENT AGREEMENT

Alling Memorial Golf Course

Exhibit Index

EXHIBIT	A	Equipment Inventory
	B	Service Requirements
	C	Minimum General Maintenance Standards
	D	Junior Golf Program
	E	Tools, Equipment and Supplies
		Rider A-1, Insurance and Indemnification

EXHIBIT A

Equipment Inventory

<i>Year</i>	<i>Description</i>	<i>Function</i>	<i>Condition</i>	<i>Value</i>
2014	Toro 5400	Fairways	excellent	\$ 45,000
2004	Toro 5400	Fairways	Fair	\$ 12,000
2009	Toro 5400	Fairways	Good	\$ 20,000
2015	Toro 3150	Greens	excellent	\$ 27,000
2009	Toro 3150	Greens	Good	\$ 10,000
2014	Toro 3150	Tees	Excellent	\$ 20,000
2008	Toro 3100	Tees	Fair	\$ 7,000
2013	Toro 4500	Rough	very Good	\$ 10,000
2012	Toro 4500	Rough	very Good	\$ 20,000
2000	Cushman Topdresser	Utility	Fair	\$ 1,000
2000	Vicon Spreader	Utility	Fair	\$ 1,000
2000	Pro Seeder	Utility	Fair	\$ 1,000
2000	Foley Grinder	Utility	Fair	\$ 3,000
2000	Toro Workman	Utility	Fair	\$ 4,000
2003	Toro Pro Core 660	Utility	Good	\$ 5,000
2008	Toro Pro Core 648	Utility	Very Good	\$ 10,000
2008	Toro Workman	Utility	Very Good	\$ 8,000
2011	Toro Multisprayer	Utility	Very Good	\$ 12,000
2011	Toro Blower	Utility	Excellent	\$ 5,000
2012	Toro Sand Pro	Utility	Excellent	\$ 10,000
2015	Salsco greens roller	Utility	Excellent	\$ 12,000

EXHIBIT B

Service Requirements

I. Operation of Facilities

- 1.01 Operate the golf course, pro shop, restaurant and practice facilities according to the schedule and performance requirements established by the City. Fees for golf play and cart rentals are established by the City and are subject to change.
- 1.02. Provide personnel as necessary for the operation of the Golf Course. All personnel employed under this Agreement shall be compensated in accordance with the City's Livable Wage Ordinance.
- 1.03. Regulate play, administer subcontracts, plan and implement promotional and community service activities and provide necessary security.
- 1.04. Enforce rules of conduct as promulgated by the Golf Course Advisory Committee. These rules shall be posted in the pro shop and at the first tee, and may be printed in whole or in part on receipts or scoreboards. Rules shall be enforced by the Ranger on duty. Golfers shall be advised that these rules of conduct are in effect. Enforcement shall include the removal of non-complying persons from the Golf Course and may include other penalties as determined by the Golf Course Advisory Committee.
- 1.05. Equipment. Operator will be responsible for the inspection and assessment of all existing equipment related to maintenance and operations, and to make recommendations as to the need to repair and/or replace the equipment. Operator shall also recommend new equipment to be leased or purchased by the City as necessary.
- 1.06. Restaurant. The restaurant will be operated by the Operator with a Menu approved by the City. The Operator will make reasonable changes to the menu, subject to the approval of the City, to accommodate the preferences of clients and to increase net restaurant revenues. Operator may also offer food beverage specials and, subject to the approval of the City, may offer such specials in combination with green fees and cart rentals. Operator will use reasonable means to enhance and promote the identity of the restaurant through such means as signage and the Golf Course website.
- 1.07. Pro Shop. Operator will run the pro shop, sell merchandise, and make minor equipment repairs for patrons. Operator shall ensure that the pro shop is well-stocked, neat, and appealing. Operator may undertake upgrades to the pro shop, subject to the City's approval, to improve its appearance and functionality. Operator may also request improvements to be undertaken by the City as part of the Master Plan.

- 1.08. Locker Rooms. The ladies' locker room is to be kept clean and free of stock, equipment, or other stores. It may be renovated and reduced in size subject to City approval.
- 1.09. Perimeter Maintenance. Operator shall maintain and keep clean the perimeter of the Golf Course including the maintenance area, parking areas, street line and fence line. Such areas shall be kept neat, free of trash, and shall be included in regular landscaping maintenance such as mowing, pruning and trimming. Such area may be improved through the planting of trees and bushes, subject to the approval of the City.
- 1.10. Marketing. Operator shall undertake reasonable marketing efforts to improve the image of the Golf Course, increase golf play by non-residents, and increase play during non-peak times. Such efforts may include, but are not limited to, advertising in the New Haven Register sports section, mailing promotional materials to current or potential golf course user, expanding the features of the Golf Course website, and emailing or texting available tee-times to current or potential golf course users. The logo of the Department of Parks, Recreation and Trees shall be displayed on all printed and marketing materials and on other materials such as scorecards, signage and floor mats. All Golf Course signage shall be professional-grade and laminated; hand-written signage shall not be permitted.
- 1.11. Credit Card Payments. Credit cards shall be accepted for payment in the pro shop for goods and services totaling more than \$20.00.
- 1.12. Caretaker's Abode. The Operator shall occupy the Caretaker's Abode (the "Dwelling") on the premises year-round during the term of the Agreement in order to enhance its ability to perform operations, maintenance, and security functions. The Operator at its expense shall keep the Dwelling in good condition and appearance and good repair, and shall redecorate, paint and renovate improvements at the said Dwelling as may be necessary to keep it in good repair and good appearance, with the exception of any capital improvements referenced in the Agreement that may be undertaken by the City. At the end of the Agreement term, the Operator shall leave the Dwelling in good condition, wear and tear expected. The Operator shall not make any alterations, additions, or improvements to the Dwelling without the prior written consent of the City. All erections, alterations, additions, and improvements, whether temporary or permanent in character, which may be made by either the Operator or the City, except furniture or movable trade fixtures installed at the expense of the Operator, shall at the City's election become the property of the City and shall remain within and surrendered with the Dwelling, or otherwise shall be removed by the Operator upon written demand of the City upon termination of the Agreement. The Operator shall keep the Dwelling in a clean and sanitary condition and free from trash, flammable or combustible substances or material and other objectionable matter.

2. **Administration**

- 2.01. Perform all requisite administrative and accounting functions, including the collection of all fees related to the use of the Golf Course (including, but not limited to, greens fees, fees for league and tournament play, fees for season passes, and fees for cart rental), payment of all expenses, materials and supplies, and maintain financial records for review and audit by the City.
- 2.02. Maintain, update and improve the www.allingmemorialgolfclub.com website. New technologies will be used where appropriate to improve the appearance and functionality of the website. Information available on the website will include the menu of the Grill at the Golf Course, information on junior clinics, and any special promotions. The website address shall be included on printed materials and correspondence of the Golf Course and restaurant and shall be promoted in the pro shop. The Operator shall consider, and use as appropriate, other technologies to increase rounds played such as emailing or texting available tee times to Golf Course golfers.

3. **Staffing**

- 3.02. Provide on-site staffing for the administration of the Golf Course and related facilities. As of the date of this Agreement, provide the following on-site staffing, all of which positions, except Administration, shall be full time on site:
 - i. Administration -
 - ii. Superintendent -
 - iii. Assistant Superintendent -
 - iv. Golf Professional -
- 3.03. Administrative and accounting functions, including monthly meetings and reporting required by the City, will be provided by William J. Harrison or his designee. All payments of expenses, purchases of materials and supplies, and the maintenance of financial records, will be performed by the administrative staff. Mr. Harrison will institute strict accounting controls to accurately track all revenues and expenses. All daily activity in both the pro shop and the restaurant will be tracked using cash registers and appropriate accounting tools and controls. Monthly financial information shall be transmitted to the City electronically.
- 3.04. The pro shop will be supervised by a golf professional (also referred to herein as "golf pro"). He/she will supervise a staff of starters, rangers, and pro shop personnel, provide lessons, club sales, minor equipment repair, and the organization and scoring of tournaments. The golf pro will also conduct junior and adult clinics during the summer and conduct the Junior Golf Program in conjunction with The First Tee of Connecticut. The golf pro will be compensated by the Operator and will be entitled to the income from pro shop merchandise, from equipment repair, and from golf lessons. There will be a starter each day of season during pro shop hours. An additional starter will be on duty as needed throughout the season

including but not limited to league times. The pro shop will be open from sunrise to sunset for the collection of greens fees and for the sale and service of golf merchandise and the rental of golf carts. It is estimated that a minimum of six individuals will share the responsibilities of the starter and ranger, and that four individuals will staff the pro shop.

- 3.05. There will be a ranger for a minimum of forty hours per week from Memorial Day to Labor Day to ensure a continuous flow of play, enforce rules of conduct, and enforce the rules of golf. A ranger shall be on duty during additional times as necessary to ensure the continuous flow of play during peak hours on weekdays and weekends and during league play. Rangers shall be designated as such by their uniform and golf cart, and shall be equipped with a radio at all times.
- 3.06. There will be a superintendent who will supervise maintenance of the Golf Course with the assistance of an assistant superintendent. Additionally, a grounds staff will be employed to care for the tees, greens, fairways, and the balance of the Golf Course grounds. The size of the staff may vary during different seasons but must always be sufficient to meet the Maintenance Program requirements set forth in Exhibit C.
- 3.07. Uniforms. Except for maintenance personnel, all of Operator's staff, including the restaurant, shall be in uniform, consisting of khaki pants and standard shirt. Uniforms shall be clean and Operator's staff shall be neatly dressed at all times.

EXHIBIT C

Minimum General Maintenance Standards

I. General

Operator shall perform the following maintenance services at no less than the frequencies indicated in these specifications as needed to maintain Golf Course conditions desired by the City; however, the City has the right to determine the extent and frequency of any additional “as needed” services. Standards and frequencies may be modified from time to time as necessary deemed by the City of New Haven for the proper maintenance of the Golf Course.

Any specific products named in this section are intended to indicate a standard of quality, and may be substituted by products that perform equivalently.

Operator shall strive to use products and practices that maximize the health and sustainability of the ecosystems at the Golf Course and have the fewest negative environmental impacts.

2. Cultural Practices

a. Height of Cut

- Greens: 0.156” / Tournaments 0.130”
- Tees: 0.50”
- Collars and Approaches: 0.50”
- Fairways: 0.625”
- Roughs: 2.0” to 2.50”

b. Aerification

- Greens: 2x/year ½ times (all holes filled completely 0.5 lb. of G-2/1000 sq.ft.)
- Tees: 2 to 3x/years 5/8 times of 3lb Rye/Blue / 1000 sq.ft.
- Fairways: 1x/year 0.5 lb. Bent/1000 sq.ft.
- 3 to 4 lbs. Rye/1000 sq.ft.

i. Spiking

- Greens: 2x/month (May-Oct)

ii. Quad-Tine or Hydrojet as necessary

c. Fertilizer

- Greens: Granular 3 lbs./N/year
- Soluble 1 to 1 ¼ lbs. N and K/year
- Tees and Fairways: Granul 4 ½ to 5lbs. Of N and K/year
- Soluble ½ to 1 lb. of N/year

d. Topdressing

- Greens: Winter 20 tons of straight sand
 - Aerification 2x/year 20 tons
 - 1 to 2 light top dressing/month
 - Tees: Divots once/month with seed mix
 - Fairways: Divots once/month with seed mix
- e. Mowing Schedule – in season (May-Sept)
- Greens: 6x/week
 - Tees and Fairways: 3x/week; Saturday or Sunday mowing for special events
 - Frequency of mowing October to April will be reduced as determined by the Manager, subject to the approval of the City of New Haven
- f. Chemicals
- The Manager will apply the necessary chemicals to the greens and tees for the prevention of insects, weeds, and disease to the turfgrass. At a minimum, an application of Dimension herbicide or equivalent will be applied to prevent crabgrass in the spring and a post-emergent herbicide control will be applied in the fall. Applications of Banol or Subdue will be applied to prevent Pythium during the summer. An application of Merit insecticide or equivalent will be applied to control grubs and other insects in the spring to the tees, greens, and fairways. Periodic applications of fungicides will be applied at the Manager's discretion to control dollar spot, brown patch, anthracnose, and other common turfgrass disease throughout the entire golf season.
- g. General Maintenance Guidelines
- Greens shall be mowed with a reel type mower with no less than seven blades per reel. Mower shall be designed specifically for mowing golf course greens and shall be of a type, make and model accepted by the golf industry.
 - Manager shall have the soil analyzed within six months after the start of the term of the contract and once every two (2) years thereafter.
 - Repair worn and damaged turf areas as they occur by overseeding or sodding to ensure playable tees at all times.
 - Overseed, resod, and topdress newly damaged turf areas beside greens, tees, and fairways as necessary. Treat turf to control weeds, disease, insects, and other pest as necessary to maintain a healthy turf.
 - Change cups and repair ball marks daily from May to September, and as needed during the spring and fall.

- Service tees daily by moving tee markers and benches. Changes tee towels weekly and keep ball washers filled to proper level with water and an appropriate cleaning agent.

3. Maintenance of Accessory Equipment

Maintain all Golf Course accessory equipment in clean, safe, functional condition at all times, replacing with City approval equipment and/or materials as necessary, including but not limited to the following:

- a. All signage
- b. Tee benches, markers, mats, ball washers, and towels, etc.
- c. Out of bounds markers
- d. Directional flags and poles
- e. Distance markers
- f. Green flags, poles, and cups.
- g. Practice green markers and cups

4. Irrigation

The Manager shall maintain in good repair the entire irrigation system to include main lines, backflow gates and controls, valves, lateral lines, sprinkler heads, and controllers, etc. The Manager shall irrigate as necessary to maintain adequate moisture to insure healthy turf development. The City shall have the authority to revise the irrigation schedule as the need demands. Adequate soil moisture shall be determined by soil probes, moisture sensing devices, turbidity, visual inspection and other methods in the industry.

5. Other Required Duties

The Manager shall undertake the accessory maintenance requirements to insure the safety and good condition of all physical structures and natural features on the Golf Course to include but not limit the following:

- a. Remove litter from the Golf Course grounds including the Golf Course proper, maintenance yard, landscaped areas, club house, and parking areas. Remove all trash and debris resulting from maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions at all times.
- b. Maintain shrub and groundcover planting areas on entire Golf Course in a manner to promote proper health and aesthetically pleasing appearance at all times. Plant annuals to enhance the existing and proposed ornamental landscape.
- c. Maintain trees and woodlands on entire Golf Course in a safe, healthy and aesthetically pleasing condition at all times, keeping adjacent turf areas mowed and trimmed to the trunks of the trees. Prune and fertilize each year to insure

proper growth at all times. The use of any herbicides must be approved by the City and applied by a certified professional.

- d. Maintain all sand traps in a raked, edged, and weed free condition at all times, replacing sand as necessary.
- e. Take whatever measures are necessary to prevent and alleviate any erosion, fire damage, and rodent damage at all times.
- f. Maintain wetlands, creeks, drainage areas, and ponds as necessary to protect the physical integrity of these natural features including trash removal, mowing, filtering, etc.
- g. Manager shall be responsible for maintenance and repairs to all major and support structures on the Golf Course including but not limited to the restaurant, locker rooms, pro shop, maintenance shed, storage buildings, driveways and parking areas, materials storage areas, etc.
- h. Manager shall be responsible for maintenance and repairs to all ancillary structures on the Golf Course, including but not be limited to walkways, steps, cart paths, bridges, lighting, fencing, gates, walls, netting, etc. Representative maintenance activities of such structures include asphalt re-striping, asphalt surface cleaning and periodic patching, snow removal, and gutter cleaning.

6. Reporting & Record Keeping

Manager shall be required to keep accurate records of all activities included in the operations, maintenance, and financial aspects of the Golf Course. Monthly reports shall be submitted to the City for review and filing. The reports shall document such items as number of daily rounds of play, income from golf and concessions, improvements, maintenance procedures and schedules, etc.

EXHIBIT D

Junior Golf Program

Operator will implement in conjunction with the First Tee Program, the junior golf program for the junior and senior high students in New Haven.

1. **Strategy**

1.01. Work with the City of New Haven, the School District, the PGA and local prospective sponsors to develop a program that includes classroom instruction at the schools with after class, weekend and holiday free junior clinics at the golf course.

2. **Goal**

2.01. To expose junior and senior high school students to the history, object, etiquette and safety of the game of Golf and to make the Golf Course user friendly and fun for those students that are interest in pursuing the game.

3. **Education and Clinics**

3.01. Develop a classroom presentation including the use of audio visual aids and demonstrations.

3.02. Offer two educational programs, one in the summer, and one during the school year. For the summer program, offer no fewer than 4 50-minute beginner lessons to kids sixteen years old or younger. The summer program shall reach no fewer than 300 children

3.03. For the school year clinic program, work with the local school district to provide after school transportation to the Golf Course once per week for seven weeks for free clinics.

Program shall include:

Week 1	Putting
Week 2	Pitching
Week 3	Chipping
Week 4	Short Irons
Week 5	Long Irons
Week 6	Driver
Week 7	9 Hole Tournament

3.04. Operator will work with the men's, ladies' and senior clubs to assist in the clinics.

4. Other Support of Junior Golf

4.01. Develop a PGA "club for kids" program using old clubs that have been cut down and re-gripped.

4.02. Offer junior equipment at cost for juniors that participate in the program.

4.03. Host an annual golf tournament to raise money for the junior program.

4.04. Develop a Sunday afternoon program that promotes family golf.

4.05. Work with local high school golf teams making time, practice area, and golf course available for their teams.

4.06. Conduct a series of free golf clinics in the summer that includes seven two-hour sessions.

EXHIBIT E

Tools, Equipment and Supplies

The following list of tools, supplies, and equipment is currently being used in the operation of the pro shop, restaurant, and golf course and remains on site at all times. The estimated replacement cost of the items is approximately \$100,000.

GOLF COURSE

100	Tee Markers
40	Bunker Rakes
36	Aluminum Cups
36	Flag Poles
36	Flags
20	Benches
18	Ball Washers
18	Granite Tee Signs
25	Trash Receptacles
3	Trimmers
2	Push Mowers
1	Leaf Blower
1	Generator
1	Greens King IV with rollers
1	Greens King IV with verticut and spiking reels
1	Toro fairway mower with set of Toro verticut reels
VAR	Shovels, Rakes, Signage
VAR	Saws, Drills, Mechanical Tools

RESTAURANT

88	Chairs
18	Tables
2	Cash Registers
2	6 ft. Beer coolers
2	8 ft. Freezers
1	Flat Grill and Broiler
1	Electric Frialator
1	Hobart Slicer
1	4 Keg cooler
1	500 lb. Scotsman Icemaker
1	8 ft. stainless steel worktable
1	4 ft. stainless steel unit for grill and broiler
1	4 ft. slide door cooler

RIDER A-1 – Agreement for Professional and/or Technical Services, Commodities and Construction under \$100,000 (non-Architect), Revised for Facilities Management Operations with Liquor

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity (“Claims”), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

INSURANCE

A. Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers’ Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor’s operations under this Agreement and for which Contractor may be legally liable, whether such operations be by the Contractor, a subcontractor or a sub-tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

B. The following Commercial General Liability coverage is particularly required:

- (1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
- (2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
- (3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
- (4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)
- (5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)
- (6) Liquor Liability of not less than One Million Dollars (\$1,000,000) per occurrence and \$2,000,000 in the general aggregate

C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

- | | |
|--------------------|---|
| 1. Bodily Injury | One Million Dollars (\$1,000,000) Each Person
One Million Dollars (\$1,000,000) Each
Accident |
| 2. Property Damage | One Million Dollars (\$1,000,000) Each
Accident |

D. The Contractors must carry Workers' Compensation insurance as follows:

Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

Other States Endorsement

Voluntary Compensation (included if exposure exists)

United States Longshoreman's & Harbor Worker's Act (included if exposure exists)

Jones Act (included if exposure exists)

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation, non-renewal

E. The Contractor shall also carry the following coverages each with a limit of \$500,000 per Single Loss: i) Employee Theft (on premises or in transit) for any damage caused to money, securities or other property by Theft or Forgery; ii) Forgery or Alteration; iii) On Premises; iv) In Transit and v) Valuable Papers and Records.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty-four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the

effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City's Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker's Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers' Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this

Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a “public contract” as defined in section 12 ½ -19(o) of the City’s Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's

representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment

practices, policies, programs and statistics of the Contractor and its subcontractors, if any;

- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties;
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement

may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

EXHIBIT A**Equipment Inventory**

Year	Description	Function	Condition	Value
2014	Toro 5400	Fairways	excellent	\$ 45,000
2004	Toro 5400	Fairways	Fair	\$ 12,000
2009	Toro 5400	Fairways	Good	\$ 20,000
2015	Toro 3150	Greens	excellent	\$ 27,000
2009	Toro 3150	Greens	Good	\$ 10,000
2014	Toro 3150	Tees	Excellent	\$ 20,000
2008	Toro 3100	Tees	Fair	\$ 7,000
2013	Toro 4500	Rough	very Good	\$ 10,000
2012	Toro 4500	Rough	very Good	\$ 20,000
2000	Cushman Topdresser	Utility	Fair	\$ 1,000
2000	Vicon Spreader	Utility	Fair	\$ 1,000
2000	Pro Seeder	Utility	Fair	\$ 1,000
2000	Foley Grinder	Utility	Fair	\$ 3,000
2000	Toro Workman	Utility	Fair	\$ 4,000
2003	Toro Pro Core 660	Utility	Good	\$ 5,000
2008	Toro Pro Core 648	Utility	Very Good	\$ 10,000
2008	Toro Workman	Utility	Very Good	\$ 8,000
2011	Toro Multisprayer	Utility	Very Good	\$ 12,000
2011	Toro Blower	Utility	Excellent	\$ 5,000
2012	Toro Sand Pro	Utility	Excellent	\$ 10,000
2015	Salsco greens roller	Utility	Excellent	\$ 12,000

EXHIBIT B

Service Requirements

1. Operation of Facilities

- 1.01 Operate the golf course, pro shop, restaurant and practice facilities according to the schedule and performance requirements established by the City. Fees for golf play and cart rentals are established by the City and are subject to change.
- 1.02. Provide personnel as necessary for the operation of the Golf Course. All personnel employed under this Agreement shall be compensated in accordance with the City's Livable Wage Ordinance.
- 1.03. Regulate play, administer subcontracts, plan and implement promotional and community service activities and provide necessary security.
- 1.04. Enforce rules of conduct as promulgated by the Golf Course Advisory Committee. These rules shall be posted in the pro shop and at the first tee, and may be printed in whole or in part on receipts or scoreboards. Rules shall be enforced by the Ranger on duty. Golfers shall be advised that these rules of conduct are in effect. Enforcement shall include the removal of non-complying persons from the Golf Course and may include other penalties as determined by the Golf Course Advisory Committee.
- 1.05. Equipment. Operator will be responsible for the inspection and assessment of all existing equipment related to maintenance and operations, and to make recommendations as to the need to repair and/or replace the equipment. Operator shall also recommend new equipment to be leased or purchased by the City as necessary.
- 1.06. Restaurant. The restaurant will be operated by the Operator with a Menu approved by the City. The Operator will make reasonable changes to the menu, subject to the approval of the City, to accommodate the preferences of clients and to increase net restaurant revenues. Operator may also offer food beverage specials and, subject to the approval of the City, may offer such specials in combination with green fees and cart rentals. Operator will use reasonable means to enhance and promote the identity of the restaurant through such means as signage and the Golf Course website.
- 1.07. Pro Shop. Operator will run the pro shop, sell merchandise, and make minor equipment repairs for patrons. Operator shall ensure that the pro shop is well-stocked, neat, and appealing. Operator may undertake upgrades to the pro shop, subject to the City's approval, to improve its appearance and functionality. Operator may also request improvements to be undertaken by the City as part of the Master Plan.
- 1.08. Locker Rooms. The ladies' locker room is to be kept clean and free of stock, equipment, or other stores. It may be renovated and reduced in size subject to City approval.

- 1.09. **Perimeter Maintenance.** Operator shall maintain and keep clean the perimeter of the Golf Course including the maintenance area, parking areas, street line and fence line. Such areas shall be kept neat, free of trash, and shall be included in regular landscaping maintenance such as mowing, pruning and trimming. Such area may be improved through the planting of trees and bushes, subject to the approval of the City.
- 1.10. **Marketing.** Operator shall undertake reasonable marketing efforts to improve the image of the Golf Course, increase golf play by non-residents, and increase play during non-peak times. Such efforts may include, but are not limited to, advertising in the New Haven Register sports section, mailing promotional materials to current or potential golf course user, expanding the features of the Golf Course website, and emailing or texting available tee-times to current or potential golf course users. The logo of the Department of Parks, Recreation and Trees shall be displayed on all printed and marketing materials and on other materials such as scorecards, signage and floor mats. All Golf Course signage shall be professional-grade and laminated; hand-written signage shall not be permitted.
- 1.11. **Credit Card Payments.** Credit cards shall be accepted for payment in the pro shop for goods and services totaling more than \$20.00.
- 1.12. **Caretaker's Abode.** The Operator shall occupy the Caretaker's Abode (the "Dwelling") on the premises year-round during the term of the Agreement in order to enhance its ability to perform operations, maintenance, and security functions. The Operator at its expense shall keep the Dwelling in good condition and appearance and good repair, and shall redecorate, paint and renovate improvements at the said Dwelling as may be necessary to keep it in good repair and good appearance, with the exception of any capital improvements referenced in the Agreement that may be undertaken by the City. At the end of the Agreement term, the Operator shall leave the Dwelling in good condition, wear and tear expected. The Operator shall not make any alterations, additions, or improvements to the Dwelling without the prior written consent of the City. All erections, alterations, additions, and improvements, whether temporary or permanent in character, which may be made by either the Operator or the City, except furniture or movable trade fixtures installed at the expense of the Operator, shall at the City's election become the property of the City and shall remain within and surrendered with the Dwelling, or otherwise shall be removed by the Operator upon written demand of the City upon termination of the Agreement. The Operator shall keep the Dwelling in a clean and sanitary condition and free from trash, flammable or combustible substances or material and other objectionable matter.

2. Administration

- 2.01. Perform all requisite administrative and accounting functions, including the collection of all fees related to the use of the Golf Course (including, but not limited to, greens fees, fees for league and tournament play, fees for season passes, and fees for cart rental), payment of all expenses, materials and supplies, and maintain financial records for review and audit by the City.

2.02. Maintain, update and improve the www.allingmemorialgolfclub.com website. New technologies will be used where appropriate to improve the appearance and functionality of the website. Information available on the website will include the menu of the Grill at the Golf Course, information on junior clinics, and any special promotions. The website address shall be included on printed materials and correspondence of the Golf Course and restaurant and shall be promoted in the pro shop. The Operator shall consider, and use as appropriate, other technologies to increase rounds played such as emailing or texting available tee times to Golf Course golfers.

3. Staffing

3.02. Provide on-site staffing for the administration of the Golf Course and related facilities. As of the date of this Agreement, provide the following on-site staffing, all of which positions, except Administration, shall be full time on site:

- i. Administration -
- ii. Superintendent -
- iii. Assistant Superintendent -
- iv. Golf Professional -

3.03. Administrative and accounting functions, including monthly meetings and reporting required by the City, will be provided by William J. Harrison or his designee. All payments of expenses, purchases of materials and supplies, and the maintenance of financial records, will be performed by the administrative staff. Mr. Harrison will institute strict accounting controls to accurately track all revenues and expenses. All daily activity in both the pro shop and the restaurant will be tracked using cash registers and appropriate accounting tools and controls. Monthly financial information shall be transmitted to the City electronically.

3.04. The pro shop will be supervised by a golf professional (also referred to herein as "golf pro"). He/she will supervise a staff of starters, rangers, and pro shop personnel, provide lessons, club sales, minor equipment repair, and the organization and scoring of tournaments. The golf pro will also conduct junior and adult clinics during the summer and conduct the Junior Golf Program in conjunction with The First Tee of Connecticut. The golf pro will be compensated by the Operator and will be entitled to the income from pro shop merchandise, from equipment repair, and from golf lessons. There will be a starter each day of season during pro shop hours. An additional starter will be on duty as needed throughout the season including but not limited to league times. The pro shop will be open from sunrise to sunset for the collection of greens fees and for the sale and service of golf merchandise and the rental of golf carts. It is estimated that a minimum of six individuals will share the responsibilities of the starter and ranger, and that four individuals will staff the pro shop.

3.05. There will be a ranger for a minimum of forty hours per week from Memorial Day to Labor Day to ensure a continuous flow of play, enforce rules of conduct, and enforce the rules of golf. A ranger shall be on duty during additional times as necessary to ensure the continuous flow of play during peak hours on weekdays and weekends and during league play. Rangers shall be designated as such by their uniform and golf cart, and shall be equipped with a radio at all times.

- 3.06. There will be a superintendent who will supervise maintenance of the Golf Course with the assistance of an assistant superintendent. Additionally, a grounds staff will be employed to care for the tees, greens, fairways, and the balance of the Golf Course grounds. The size of the staff may vary during different seasons but must always be sufficient to meet the Maintenance Program requirements set forth in Exhibit C.
- 3.07. Uniforms. Except for maintenance personnel, all of Operator's staff, including the restaurant, shall be in uniform, consisting of khaki pants and standard shirt. Uniforms shall be clean and Operator's staff shall be neatly dressed at all times.

EXHIBIT C

Minimum General Maintenance Standards

1. General

Operator shall perform the following maintenance services at no less than the frequencies indicated in these specifications as needed to maintain Golf Course conditions desired by the City; however, the City has the right to determine the extent and frequency of any additional "as needed" services. Standards and frequencies may be modified from time to time as necessary deemed by the City of New Haven for the proper maintenance of the Golf Course.

Any specific products named in this section are intended to indicate a standard of quality, and may be substituted by products that perform equivalently.

Operator shall strive to use products and practices that maximize the health and sustainability of the ecosystems at the Golf Course and have the fewest negative environmental impacts.

2. Cultural Practices

a. Height of Cut

- Greens: 0.156" / Tournaments 0.130"
- Tees: 0.50"
- Collars and Approaches: 0.50"
- Fairways: 0.625"
- Roughs: 2.0" to 2.50"

b. Aerification

- Greens: 2x/year ½ times (all holes filled completely 0.5 lb. of G-2/1000 sq.ft.)
- Tees: 2 to 3x/years 5/8 times of 3lb Rye/Blue / 1000 sq.ft.
- Fairways: 1x/year 0.5 lb. Bent/1000 sq.ft.
- 3 to 4 lbs. Rye/1000 sq.ft.

i. Spiking

- Greens: 2x/month (May-Oct)
- ii. Quad-Tine or Hydrojet as necessary

c. Fertilizer

- Greens: Granular 3 lbs./N/year
-Soluble 1 to 1 ¼ lbs. N and K/year
- Tees and Fairways: Granul 4 ½ to 5lbs. Of N and K/year
-Soluble ½ to 1 lb. of N/year

d. Topdressing

- Greens: Winter 20 tons of straight sand
-Aerification 2x/year 20 tons
-1 to 2 light top dressing/month
- Tees: Divots once/month with seed mix

- Fairways: Divots once/month with seed mix
- e. **Mowing Schedule – in season (May-Sept)**
 - Greens: 6x/week
 - Tees and Fairways: 3x/week; Saturday or Sunday mowing for special events
 - Frequency of mowing October to April will be reduced as determined by the Manager, subject to the approval of the City of New Haven
- f. **Chemicals**
 - The Manager will apply the necessary chemicals to the greens and tees for the prevention of insects, weeds, and disease to the turfgrass. At a minimum, an application of Dimension herbicide or equivalent will be applied to prevent crabgrass in the spring and a post-emergent herbicide control will be applied in the fall. Applications of Banol or Subdue will be applied to prevent Pythium during the summer. An application of Merit insecticide or equivalent will be applied to control grubs and other insects in the spring to the tees, greens, and fairways. Periodic applications of fungicides will be applied at the Manager's discretion to control dollar spot, brown patch, anthracnose, and other common turfgrass disease throughout the entire golf season.
- g. **General Maintenance Guidelines**
 - Greens shall be mowed with a reel type mower with no less than seven blades per reel. Mower shall be designed specifically for mowing golf course greens and shall be of a type, make and model accepted by the golf industry.
 - Manger shall have the soil analyzed within six months after the start of the term of the contract and once every two (2) years thereafter.
 - Repair worn and damaged turf areas as they occur by overseeding or sodding to ensure playable tees at all times.
 - Overseed, resod, and topdress newly damaged turf areas beside greens, tees, and fairways as necessary. Treat turf to control weeds. Disease, insects, and other pest as necessary to maintain a healthy turf.
 - Change cups and repair ball marks daily from May to September, and as needed during the spring and fall.
 - Service tees daily by moving tee markers and benches. Changes tee towels weekly and keep ball washers filled to proper level with water and an appropriate cleaning agent.

3. Maintenance of Accessory Equipment

Maintain all Golf Course accessory equipment in clean, safe, functional condition at all times, replacing with City approval equipment and/or materials as necessary, including but not limited to the following:

- a. All signage
- b. Tee benches, markers, mats, ball washers, and towels, etc.
- c. Out of bounds markers
- d. Directional flags and poles
- e. Distance markers
- f. Green flags, poles, and cups.
- g. Practice green markers and cups

4. Irrigation

The Manager shall maintain in good repair the entire irrigation system to include main lines, backflow gates and controls, valves, lateral lines, sprinkler heads, and controllers, etc. The Manager shall irrigate as necessary to maintain adequate moisture to insure healthy turf development. The City shall have the authority to revise the irrigation schedule as the need demands. Adequate soil moisture shall be determined by soil probes, moisture sensing devices, turbidity, visual inspection and other methods in the industry.

5. Other Required Duties

The Manager shall undertake the accessory maintenance requirements to insure the safety and good condition of all physical structures and natural features on the Golf Course to include but not limit the following:

- a. Remove litter from the Golf Course grounds including the Golf Course proper, maintenance yard, landscaped areas, club house, and parking areas. Remove all trash and debris resulting from maintenance as it occurs. Clean, repair and replace trash receptacles as necessary to maintain clean, safe and sanitary conditions at all times.
- b. Maintain shrub and groundcover planting areas on entire Golf Course in a manner to promote proper health and aesthetically pleasing appearance at all times. Plant annuals to enhance the existing and proposed ornamental landscape.
- c. Maintain trees and woodlands on entire Golf Course in a safe, healthy and aesthetically pleasing condition at all times, keeping adjacent turf areas mowed and trimmed to the trunks of the trees. Prune and fertilize each year to insure proper growth at all times. The use of any herbicides must be approved by the City and applied by a certified professional.
- d. Maintain all sand traps in a raked, edged, and weed free condition at all times, replacing sand as necessary.
- e. Take whatever measures are necessary to prevent and alleviate any erosion, fire damage, and rodent damage at all times.

City of New Haven Insurance Rider Four – Professional Liability

Rev. 3-2021

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverage and shall name the City of New Haven as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation (1). Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Automobile Liability (2) (includes all owned, hired & non-owned autos)	Combined Single Limit Each Accident Including Endorsements:	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability (EL)	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of New Haven to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the City.

Notes

- (1) Additional Insured & Waiver of Subrogation may be checked off on the COI or typed out in the description box.
- (2) If contractor will never drive onto City Property, the Automobile Coverage may be waived.
- (3) City of New Haven is the Certificate holder and the additional insured.

City of New Haven

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New Haven, CT 06510