

TOWN OF BRIDGEWATER

REQUEST FOR PROPOSALS

OPERATION OF THE BRIDGEWATER'S OLDE SCOTLAND LINKS GOLF COURSE RFP #: GLF2021002

The Town of Bridgewater, acting through its Town Manager, hereby invites sealed proposals for the operation of the Bridgewater Golf Course. Separate Price and Non-Price Proposals pursuant to Mass. General Law 30B, Section 6 are required. Request for Proposals documents and Proposal Forms may be obtained via email to Procurement@Bridgewaterma.org. Separate sealed envelopes each of which shall be clearly identified on the outside as either the "TECHNICAL PROPOSAL-GOLF COURSE" or the "PRICE PROPOSAL-GOLF COURSE" shall be sealed together in a third envelope clearly identified as "PROPOSAL TO OPERATE BRIDGEWATER'S OLDE SCOTLAND LINKS GOLF COURSE" with the name of the proposer clearly identified on the outside of all three envelopes, and delivered to the Town Manager's Office, 66 Central Square, Bridgewater, MA 02324.

The sealed proposals must be submitted to the above-named office by 12:00 p.m. on Friday, November 5, 2021. A proposers' conference will be held at the Bridgewater Town Hall (aka Academy Building), 66 Central Square, Bridgewater, MA commencing at 10:00 a.m. on Friday, October 22, 2021. The conference is not required.

Each proposal must be accompanied by a proposal deposit in the form of a bid bond issued by a surety company licensed by the State Division of Insurance, or a certified check or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the *Town of Bridgewater*. Such proposal deposit shall be in the amount of five thousand dollars (\$5,000). The successful proposer must submit a Performance Bond in the amount of \$50,000 to the Town within 14 days of proposal award. The amount of said deposit will be forfeited to the Town of Bridgewater as liquidated damages in the event that the proposal is accepted and the proposer fails to enter into a contract and provide a satisfactory performance bond within fourteen (14) days of proposal award. In the event the proposal is not accepted the deposit will be returned to the proposer. Proposals may not be withdrawn within sixty (60) days after the date of opening. The Town Manager will award the contract and reserve the right to reject any and all proposals and to make such award as it may determine to be in the best interest of the Town Bridgewater.

**TOWN OF BRIDGEWATER
REQUEST FOR PROPOSALS
OPERATION OF THE BRIDGEWATER GOLF COURSE**

I. PURPOSE

The Town of Bridgewater, acting through its Town Manager, seeks proposals from interested and qualified golf course operators to manage, operate and maintain the Bridgewater's Olde Scotland Links Golf Course, located at 695 Pine Street, Bridgewater, MA, as a public golf course which will benefit the residents of Bridgewater, golfers and neighbors to the facility without expense to the Town of Bridgewater. The services to be provided include management, maintenance, and operation of the golf course as a public course in accordance with a formal management agreement. The successful proposer shall continuously operate Bridgewater's Olde Scotland Links Golf Course as an eighteen (18) hole golf course available for use by the general public on a nondiscriminatory basis with sufficient personnel to maintain the grounds, collect fees, rent carts, schedule tee times and insure a continuous flow of play for the period from May 1 through November 30, for five years with two 1-year renewal options.

II. SCHEDULE

The management services will commence on December 1, 2021 or on a date thereafter when the formal management agreement is executed.

Request for proposal issued: Friday, October 8, 2021

Pre-Proposal meeting: Friday, October 22, 2021, 10:00 a.m.

Deadline for submitting written questions: Wednesday, October 27, 2021, 4:00 p.m.

Proposal submission deadline: Friday, November 5, 2021, 12:00 p.m.

III. BACKGROUND

Bridgewater is a charming, residential, suburban community located approximately 25 miles south of Boston. The town is accessible by bus, commuter rail and highway at the junction of Routes 24 and 495. Originally an industrial and agricultural center, the Town of Bridgewater was chartered in 1656. Its historic character and unique landscaping are prominent throughout the community, particularly in the downtown central common area. Today Bridgewater is a growing community of over 28,000 and serves as home to Bridgewater State University. Founded in 1840, as one of the first normal schools in America, BSU is a premier public university of the Commonwealth of Massachusetts. Offering a diversity of activities, Bridgewater maintains a caring, friendly, small-town, community atmosphere.

Founded in 1997, Olde Scotland Links Golf Course is an 18-hole championship public course located at 695 Pine Street, Bridgewater, Massachusetts. OSL is a links-style course designed by renowned architect Brian Silva for both strategy and playability. With five sets of tees, OSL plays from just under 5,000 yards to nearly 6,800 yards. OSL is proud to be a Certified Audubon Cooperative Bird Sanctuary Golf Course - 1 of only 9 in Massachusetts and of only 473 worldwide. The course is

currently managed by the Park and Recreation Department and its Director. It is the Town of Bridgewater's goal to have a top rated, quality, attractive, and affordable course for play be residents and visitors alike.

The Town recently negotiated a long-term lease for food and beverage service with an area restaurateur who has played an integral part in developing the courses potential since its opening. The clubhouse will be shared with the food and beverage vendor and the course operator. The clubhouse property includes a 395 +/- square foot kitchen facility fully equipped, a lounge area including the 750+- square foot bar areas, a patio area of approximately 1800 square feet of pavestone patio pavers enclosed by a three-foot stone wall. The patio is accessible from the 2,600 square foot function room which has seating for approximately 160 people.

Several existing leases of golf course maintenance equipment, as well as leases for carts are included in the Town's offering. Once the leases are expired, the successful bidder will be responsible for replacement equipment.

The course currently employs five full time equivalent employees. The Town will give preference to bidders proposing to bring on existing full-time staff.

IV. DECISION TO USE REQUEST FOR PROPOSAL PROCESS

It is essential that the Town of Bridgewater retain the services of a golf course management firm with adequate background to operate Bridgewater's Olde Scotland Links Golf Course in a manner such that the residents of Bridgewater will be provided with a golf facility that is professionally managed, expertly maintained, and properly staffed. Therefore, the Request for Proposal process will enable the Town to provide appropriate ratings to those management firms, and their key personnel, whose experience in public and private golf course operation and management is beyond the minimally adequate number of years' experience for public golf course operation.

V. INSTRUCTIONS TO PROPOSERS

1. General

The proposer is expected to examine carefully the site of the proposed work, the Request for Proposal documents and all addenda, maps and exhibits before submitting a bid. The submission of a proposal shall be prima facie evidence that the bidder has made such examination of the site and the documents and is familiar with the conditions to be encountered in performing the work, the requirements of the Request for Proposal documents and the difficulties attendant upon execution of the work. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the work to be performed.

Request for Proposals may be obtained by emailing a request to Procurement@BridgewaterMA.org. The Town accepts no liability to provide accommodation to bidders who submit a response based upon information obtained from its website or from sources other than this RFP. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, which change the intent of this bid are prohibited and will disqualify a response. Any questions which a potential proposer wishes to pose to the Town regarding interpretation of the

Request for Proposals documents must be submitted via email to Procurement@BridgewaterMA.org by Wednesday, October 27, 2021, 4:00 p.m. Answers to questions will be delivered via email to all holders of this RFP before Friday, November 3, 2021 at 5 p.m. Failure of any proposer to receive answers or interpretations shall not relieve such proposer from any obligation under his proposal as submitted.

Proposers must complete the proposal forms in all respects and submit the signed and dated proposal forms, together with the proposal deposit and any additional sheets prepared by the proposer as part of the proposal in accordance with the instructions in this Request for Proposals document.

Proposers may withdraw, modify or correct a submitted proposal prior to the deadline for receiving proposals. Any such withdrawal, modification or correction must be in writing and must be sealed with the appropriate designation clearly noted on the outside of the envelope. Any withdrawal, modification or correction received after the deadline for submitted proposals will be deemed to be late proposals. Any such late withdrawal, modification or correction will not be taken into consideration when evaluating the proposals. A late withdrawal could result in forfeiture of the bid deposit by the proposer submitting the late withdrawal.

Proposals which fail to meet the requirements of the Request for Proposals document or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low prices, may be rejected as informal or improper, provided however, that the Town may, if deemed to be in the public interest, waive any or all informalities as to form.

2. Issuance of Request for Proposals. This Request for Proposals is issued by the Town of Bridgewater, Office of the Town Manager, 66 Central Square, Bridgewater, MA 02324. Inquiries involving this Request for Proposals should be directed to Procurement@BridgewaterMA.org.

3. Pre-Proposal Conference. A conference with prospective proposers will be held on Friday, October 22, 2021 at 10:00 a.m. at Bridgewater Town Hall, 66 Central Square, Bridgewater, MA. Prospective proposers will have the opportunity to ask questions and clarify any information concerning this Request for Proposals. If necessary, an Addendum to this Request for Proposals will be issued after the pre-proposal conference to clarify any questions that may arise at the conference. The conference is not required.

4. Submission of Proposals. Both the technical and price proposals shall be submitted in separate sealed envelopes each of which shall be clearly identified on the outside as either the "TECHNICAL PROPOSAL-GOLF COURSE" or the "PRICE PROPOSAL-GOLF COURSE". Both the technical and price proposal envelopes shall be sealed together in a third envelope clearly identified on the outside as "PROPOSAL TO OPERATE BRIDGEWATER'S OLDE SCOTLAND LINKS GOLF COURSE". The name of the proposer shall be clearly identified on the outside of all three envelopes. The proposals shall be delivered to the Town Manager's Office, 66 Central Square, Bridgewater, MA 02324 on or before Friday, November 5, 2021, 12:00 p.m.

The bid opening shall be in accordance with the provisions of Chapter 30B, Section 6 of the Massachusetts General Laws.

A. Price Proposals. The amount to be remitted to the Town will consist of a flat dollar

amount per calendar year.

The Price-Proposal shall be submitted on Attachment A. The completed Attachment A shall be placed in a sealed envelope which shall be clearly identified on the outside as the “PRICE PROPOSAL-GOLF COURSE”.

The Price Proposal offering the highest amount to be remitted to the Town will be considered the best price proposal.

B. Technical Proposal. The Technical Proposal will consist of documentation of the proposer’s experience, qualifications of key staff and proposals for the operation and maintenance of the golf Course. The Technical Proposal shall be submitted on Attachment B together with separate typewritten pages providing the narrative descriptions requested on Attachment B. The completed Attachment B and all the separate pages shall be placed in a sealed envelope which shall be clearly identified on the outside as the ‘TECHNICAL PROPOSAL-GOLF COURSE”.

C. Agreement. A formal agreement, substantially in the form of Attachment D hereto, will be entered into by the Town and the successful proposer within fourteen (14) days of the selection of the successful proposer. The successful proposer’s failure to enter into the Agreement with the Town within the time specified shall result in the forfeiture to the Town of the successful proposer’s proposal deposit as liquidated damages. The term of the Agreement shall be from December 1, 2021 through November 30, 2026 with an option to extend the contract for two successive one year terms. The Town reserves the right to cancel the Agreement not earlier than September 30, 2022 with not less than thirty (30) days written notice.

VI. MINIMUM EVALUATION CRITERIA

The award will be made only to a responsive and responsible proposer capable of performing the work set forth in this Request for Proposal document. Each proposal will be screened to determine whether it meets all of the proposal submission requirements as described in this Request for Proposal document. Any proposal which fails to include the information or documentation specified in this Request for Proposals document will be considered non- responsive, will be rejected and will not be further evaluated. Any proposal which includes information on the Technical Proposal that does not meet the minimum specifications for the information required on the form will be considered non-responsive, will be eliminated from competition and will not be further evaluated.

Any Proposer submitting a proposal must satisfy the following criteria in order for its proposal to be considered:

1. Five (5) years of experience by the management firm, managing a golf course or recreational facility.
2. Management firm must have five (5) or more golf courses or recreational facilities presently under its management or otherwise prove it is capable of operating the course. The Management firm shall submit documentation demonstrating that if awarded this contract it has sufficient physical and financial resources to maintain the Bridgewater Golf Course to the required standards in conjunction with the other courses under management.

3. Five (5) years of experience managing a golf course or recreational facility by the individual who will be the designated manager of Bridgewater's Olde Scotland Links Golf Course.
4. Five (5) years of experience or its equivalent by the individual who will be the full-time on-site course Superintendent in maintaining a golf course or recreational facility.

Proposers must respond clearly and in typewritten form to the following in the Technical Proposal:

1. Proposer must complete Certificate of Vote and Statement of Tax Compliance/Non-Collusion (forms attached).
2. Describe the organization's relevant background and experience in managing, administering, operating and maintaining golf course or recreational facilities. The description should indicate the period of time in business under the organization's current name, whether the organization ever failed to complete any work awarded to it for golf course management, and list references, including names and telephone numbers of contact persons, from municipally or privately owned golf courses for whom the proposer has performed services similar to those set forth in this Request for Proposals.
3. Describe the experience of the manager, superintendent, greenskeeper, golf pro, rangers, starters, and course house personnel in managing, operating and maintaining golf courses or recreational facilities. Indicate whether personnel will be full-time or part-time. The personnel should be identified by name and the specific responsibilities of each one should be identified. The Town currently has a small core of well experienced and dedicated staff. The Town is interested in making sure existing staff is incorporated into the proposer's operation, if possible.
4. Describe whether and how the entity proposes to manage, operate and maintain the exterior of the clubhouse, and the interior areas it would control (pro shop and common areas), and how the entity proposes to manage, operate and maintain the fairways, greens, tees and paths and irrigation and drainage systems on the golf course. List all equipment which the proposer will employ in the work and how that equipment is maintained.
5. Describe the experience of the staff in the operation, use and maintenance of golf course and golf related equipment, including mowers, seeder, dressers, tractors, sprayers, spreaders, thatchers, aerifiers, sprinklers, irrigation and drainage systems, tractors, pumps and carts.
6. Describe the method to be used to ensure accountability for all revenues generated at the golf Course.

VII. COMPARATIVE EVALUATION CRITERIA AND STANDARDS

A. Proposals shall be evaluated based on the following criteria:

- 1. The ability of management firm's principal(s) to manage, maintain and operate a golf course or recreational facility.**

Highly advantageous – more than fifteen (15) years' experience by the principal(s) of the management firm, at a golf course or recreational facility that generated income while remaining affordable for the public.

Advantageous – More than five (5) years and less than fifteen (15) years’ experience by one or more of principals of the management firm at a golf course or recreational facility meeting the criteria set forth above, which course or recreational facility generated income while remaining affordable for the public.

Not Advantageous – Less than five (5) years’ experience by all of the principal (s) of the management firm; or experience involving operation of a golf course or recreational facility which failed to generate income.

Unacceptable – No experience in the management, maintenance or operation of a golf course or recreational facility.

2. Experience and qualifications of management firm’s key staff.

Highly advantageous – Submission of a plan showing a structured organization with clearly delineated responsibilities and identifying the management firm’s staff who will be assigned to manage, operate and maintain the golf course.

Advantageous – Submission of a plan identifying the management firm’s staff who will be assigned to manage, operate and maintain the golf course; but not clearly indicating organization structure or delineating responsibilities.

Not Advantageous – Submission of a plan which fails to identify the management firm’s staff who will be assigned to manage, operate and maintain the golf course, or shows a poor organizational structure or delineation of responsibilities.

Unacceptable – No information provided regarding experience and qualifications of management firm’s key staff.

3. Performance References.

Highly Advantageous – Ten (10) or more golf or recreational industry references which indicate superior quality of performance.

Advantageous – Less than ten (10) but more than five (5) golf or recreational industry references which indicate superior quality of performance.

Not Advantageous – Less than five (5) golf or recreational industry references; or references which indicate only fair quality or performance.

Unacceptable - No references related to golf or other recreational industry.

4. Equipment to be used to maintain the Golf Course.

Highly Advantageous – Submission of a comprehensive list of available equipment to be used in the maintenance of the course.

Advantageous – Submission of a plan to obtain equipment to be used in the maintenance of the course.

Not Advantageous – Submission of a partial list of equipment to be used in the maintenance of the course.

Unacceptable - Failure to submit a proposed list of equipment to be used in the maintenance of the course.

5. Management firm's plan to maintain the golf course.

Highly Advantageous – Submission of a plan for maintenance of the golf course as a public golf course and community resource without increasing the greens fees.

Advantageous – Submission of a plan for maintenance of the golf course as a public golf course and community resource without increasing the greens fees more than 10% per year.

Not Advantageous – Submission of a plan for maintenance of the golf course which is not clear and does not show the benefits the golf course or community would receive or would require an increase in the greens fees of more than 10% per year.

Unacceptable - No plan for maintenance.

VIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration both the comparative evaluation and the amount bid. All proposals shall remain firm for sixty (60) days, Saturdays and Sundays and holidays excluded from the RFP deadline.

As used herein, the term “responsive and responsible proposer” shall be defined as a proposer whose proposal conforms in all respects to the requirements of the Request for Proposal and who has demonstrated the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance.

The Town of Bridgewater reserves the right to request additional information from any proposer that may be deemed necessary to complete the evaluation of proposals.

In evaluating Proposals, the Town will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The Town reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such proposer fails to satisfy the Town that the proposer is properly qualified to carry out the obligation of the contract.

IX. EVALUATORS

The Town Manager shall designate an ad hoc committee of individuals to evaluate the proposals.

**ATTACHMENT A
BRIDGEWATER'S OLDE
SCOTLAND LINKS GOLF
COURSE PRICE PROPOSALS**

The completed Attachment A shall be placed in a sealed envelope which shall be clearly identified on the outside as the "PRICE PROPOSAL-GOLF COURSE".

NAME OF PROPOSER: _____

ADDRESS: _____

EMAIL: _____

TEL: _____ FAX: _____

The above-named proposer hereby proposes to annually remit the amount of \$ _____ from the operation of the Bridgewater Golf Course to the Town of Bridgewater.

The undersigned certified under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, Course, or other organization, entity or group of individuals. The undersigned further certifies that he has complied with all laws of the Commonwealth relating to taxes in accordance with the provisions of section 49A of Chapter 62C of the General Laws of the Commonwealth.

I AM RECEIPT OF ADDENDUMS # _____

SIGNATURE OF PROPOSER _____ DATE _____

NAME OF PROPOSER: _____

ADDRESS: _____

SOCIAL SECURITY OF FEDERAL TAX IDENTIFICATION NUMBER* _____

*This information will be provided to the Massachusetts Department of Revenue to determine tax compliance status. Agreements cannot be issued, renewed or extended to providers who fail to correct their non-filing delinquency status.

**ATTACHMENT B
BRIDGEWATER'S OLDE
SCOTLAND LINKS GOLF
COURSE TECHNICAL
PROPOSAL**

The completed Attachment B shall be placed in a sealed envelope which shall be clearly identified on the outside as the "TECHNICAL PROPOSAL-GOLF COURSE".

NAME OF PROPOSER: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

1. **Experience in Managing Golf Courses or Recreational Facilities:** Proposer should provide a detailed description of the organization's relevant background and experience in managing, administrating, operating and maintaining golf course or recreational facilities. The description should indicate the period of time in business under the organizations current name, whether the organization ever failed to complete any work awarded to it for golf course or recreational facility management, and list references, including names and telephone numbers of contact persons, from municipally or privately owned golf courses or recreational facilities for whom the proposer has performed services similar to those set forth in this Request for Proposals.

(Please attach additional sheets, if necessary, to complete this portion of the proposal.)

- 2 **Experience of Personnel:** Describe the experience of the manager, superintendent, greenskeeper, rangers, starters, and clubhouse personnel in managing, operating and maintaining golf courses or recreational facilities. Indicate whether personnel will be full- time or part-time. The personnel should be identified by name and the specific responsibilities of each one should be identified.

The greenskeeper must have proper training to administer pesticides, herbicides, fertilizers, and similar chemicals in a way not to overuse and damage the surrounding environment and water supply.

(Please attach additional sheets, if necessary, to complete this portion of the proposal.)

3. **Operations:** Describe whether and if so how you propose to manage, operate and maintain the clubhouse (those portions not covered by the food and beverage lease) including the pro shop, and how you propose to manage, operate and maintain the fairways, greens, tees and paths and irrigation and drainage systems on the golf course. List all equipment which the proposer will employ in the work. In this section please discuss the pros and cons of allowing memberships as well as discounts for senior citizens and students.

Include a listing of the number of days per week rangers will be on the course.

Describe the experience of the staff in the operation, use and maintenance of maintenance equipment, including mowers, seeder, dresser, tractors, sprayers, spreaders, thatchers, aerifiers, sprinklers, irrigation and drainage systems, tractors, pumps and carts.

(Please attach additional sheets, if necessary, to complete this portion of the Proposal.)

ATTACHMENT D
BRIDGEWATER'S OLDE SCOTLAND LINKS GOLF
COURSE BRIDGEWATER, MASSACHUSETTS
MANAGEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that this Agreement is made this ____ day of _____, 2021, by and between the TOWN OF BRIDGEWATER, a municipal corporation located in Plymouth County, Massachusetts (hereinafter called the "Town" through its Town Manager and _____ (hereinafter called the "Operator").

WHEREAS, on the first of May 2019, the Town is expected to close on the acquisition of the land, buildings, and improvements comprising the eighteen hole golf course, containing approximately 200 acres and located at 695 Pine Street, Bridgewater, MA (the "Premises"); and

WHEREAS, Operator and its employees are experienced in the management, operation and maintenance of golf courses of the size and class of the Premises; and

WHEREAS, the Town desires to obtain the benefits of Operator's expertise in the management, operation and maintenance of the Premises by granting to the Operator control and discretion in the management, operation and maintenance of the Premises on a day-to-day basis, and Operator desires to assume such control and discretion upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Request for Proposals, Addendum # _____ and the Proposal dated _____, 2021, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. ENGAGEMENT OF OPERATOR

Operator shall be granted the sole and exclusive right to manage, supervise, direct and control the day-to-day operation of the Premises, under the terms and conditions of this Agreement, and shall have access to, and the right to use, those lands and buildings used to conduct the golf course operation, consisting of the entire square footage of pro shop and common parking area for the term commencing December 1, 2021 and continuing through November 30, 2026 unless sooner terminated, as provided below.

Operator agrees to have weekday and weekend rates, holiday rates, winter rates, and membership rates approved by the Town.

Operator acknowledges that the Town has entered into this Agreement in reliance, in part, on the unique abilities of the principal personnel golf course manager and greenskeeper/superintendent of the Operator. Engagement of replacement principal personnel by the Operator shall be subject to approval of each such person by the Town.

II. USE AND OPERATION OF THE PREMISES

The Town agrees that the Operator shall and peaceably may occupy, manage, operate and maintain the Premises, including, without limitation, the golf course and the pro shop throughout the term of this Agreement.

The Operator shall provide any and all materials, tools and equipment that it deems necessary to the management, operation and maintenance of the Premises as a golf course available for use by the general public on a nondiscriminatory basis throughout the term of this agreement.

The Operator warrants that it has inspected the Premises and agrees to operate the Premises in “as is” condition.

The Operator shall keep itself fully informed of all state and national laws, and municipal by-laws and regulations in any manner affecting the management, operation, maintenance and capital improvements of and to the Premises, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Operator shall at all times observe and comply with, all such existing future laws, ordinances, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, by-law, regulation, order or decree, whether by Operator or Operator’s agents or employees.

The Operator agrees that no person shall be denied equal opportunity to use Bridgewater’s Olde Scotland Links Golf Course. The Operator further stipulates that no person, either in the employment process or in the use of Bridgewater’s Olde Scotland Links Golf Course shall be subject to any discriminatory action because of race, color, sex, creed, physical condition or country of national origin.

The Operator agrees upon the expiration of this Agreement, to turn the course, buildings and improvements over to the Town. During the term of the agreement the Operator shall operate the Premises daily from dawn to dusk seven (7) days per week, weather permitting, unless otherwise agreed to by the Town acting through its Town Manager. The Operator shall be sensitive to and respectful of the rights and interest of residential property owners abutting the premises at all times.

The Operator shall be responsible for the timely payment of all costs associated with the management, operation and maintenance of the Premises, including, without limitation, taxes assessed or due on any personal property, (not including equipment owned by the town) utilities, employee wages, salaries and benefits, supplies, and materials. Operator shall pay for all labor performed and materials used by or furnished to Operator or any contractor employed by the Operator, and shall hold the Town harmless and free from any lien or claim therefore.

The Operator shall keep the Premises and every part thereof in good order, condition and repair, reasonable wear and tear and damage by unavoidable casualty only excepted; and the Operator shall surrender the Premises at the end of the term in such condition. Operator and the Town agree to consult and agree upon any such capital improvement work before it is undertaken at the direction of either party. Town’s consent will not be unreasonably withheld.

The Operator shall provide, at its expense, the computer hardware and software necessary to manage the operations of the Premises including, without limitation, inventory control, maintenance, greenskeeping, accounting and other records. A daily log shall be kept by the Operator of mechanical problems with any equipment owned by the Town. The Operator shall submit a monthly report of income, in a form mutually agreeable to the Operator and the Town.

The Operator shall establish and maintain a routine maintenance and repair program for the golf facilities, equipment and all properties relating to the operation of the golf course. Matters of minor or routine maintenance and repair of the structures, building, fixtures, machinery and equipment, carts and other properties shall be the responsibility of the Operator.

III. TOWN'S ACCESS TO PREMISES

The residents of the Town of Bridgewater shall have the right to enter upon and enjoy the property comprising Bridgewater's Olde Scotland Links Golf Course subject to reasonable rules and regulations adopted by the Town with the concurrence of the Operator for the control and management of the Bridgewater's Olde Scotland Links Golf Course. It is agreed by the parties that the residents' use and enjoyment of the property shall in no way interfere with the operation of the golf course.

The Town shall have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective Operators.

IV. INSURANCE AND IDEMNIFICATION

The Operator shall provide by insurance for the payment of worker's compensation and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed under this Agreement by the Operator and shall continue such insurance in full force and effect during the term of the Agreement.

The Operator shall provide by insurance for the payment of liability claims in the amount of not less than One Million Dollars (\$1,000,000.) for personal injury to or the death of one person and a total limit of One Million Dollars (\$1,000,000.); and in the amount of not less than One Million (\$1,000,000.) per occurrence for all damages arising out of injury to or destruction of property and a total limit of One Million Dollars (\$1,000,000.)

The Operator shall provide for Automobile Liability Insurance covering owned, non-owned and hired vehicles in accordance with applicable law with limits for bodily injury of at least One Million Dollars (\$1,000,000.) per occurrence and for property damage of at least Five Hundred Thousand Dollars (\$500,000.) per occurrence.

The Operator shall provide for Pesticide Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.) per occurrence and a total limit of One Million Dollars (\$1,000,000.)

The Operator shall furnish to the Town certificates of insurance for all coverage required herein. All insurance coverage shall continue in full force and effect during the term of this Agreement. The Town Administrator shall receive notice of any cancellation of insurance at least ten (10)

days prior to the effective date of cancellation. The Town shall be named as an insured party in all insurance policies required herein and the Operator shall hold harmless the Town from any and all claims arising from the negligent acts or omission of the Operator, its subcontractors, agents, employees and servants.

All insurance policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts and having nothing less than an "A" rating as determined by the A.M. Best Company of Aldrich, New Jersey.

The Town shall keep the premises insured against damage or loss by fire or other casualty by standard extended coverage insurance with such carries and in such amounts and upon such terms as the Town deems reasonable.

The Operator agrees to assume the defense of and hold the Town, its officers, agents and employees and those in privity of estate with the Town, harmless from any and all suits, claims, expenses, damages or liability of whatever nature arising out of or from any default, act, negligence, omission or neglect of Operator, its employees and agents in operating under this Agreement or from their use of the Premises. In no event shall the Operator be obligated to indemnify the Town, the officers, agents and employees of the Town, or those in privity of estate with the Town, where such claim, expense or liability results solely from any omission, fault, negligence or other misconduct of the Town or the officers, agents or employees of the Town.

The Operator agrees to use and occupy the Premises as the Operator and is herein given the right to use the Premises at the Operator's sole risk. The Town shall have no responsibility or liability for any loss or damage to furnishings, fixtures, equipment or other personal property of the Operator, or of those claiming by, through or under Operator.

V. DEFAULT AND BANKRUPTCY

It shall be a default of this Agreement if the Operator shall (a) default in the observance or performance of any of its covenants, agreements or obligations hereunder; or (b) vacate or abandon the Premises; or (c) be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors; or (d) assign Operator's interest, voluntarily or involuntarily, or such interest under this Agreement shall otherwise devolve to any other person; or (e) breach its duty or take action, or commit an act in violation of its duty, which impairs the continuity of the operation and maintenance of the Premises.

In the event of a default and such default shall not be corrected within fourteen (14) days after written notice thereof, or, if the default is such that it cannot be cured within fourteen (14) days and the Operator does not commence to cure and continue to attempt to cure such default by diligent efforts within said fourteen (14) days, the Town shall have the right thereafter, at the Town's discretion, to enter and re-enter and take complete possession of, and operate and maintain the Premises, and to declare the term of this Agreement ended and remove Operator's effects, without prejudice to any other or further remedies or rights available to the Town for such default. The Town, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the Operator. Nothing herein contained shall be construed as limiting or precluding the recovery by the Town against the Operator of any sums or damages which, in addition to the damages provided above, the Town may lawfully be entitled by reason of any default hereunder on the part of the Operator.

VI. PAYMENTS TO THE TOWN

The Operator shall pay the Town \$_____ annually, for the right to manage the Premises for the duration of the contract. The Operator shall pay the Town on September 1 of each year for then current season.

<u>Period Covered</u>	<u>Due Date</u>
2021	September 1, 2022
2022	September 1, 2023
2022	September 1, 2023
2023	September 1, 2024
2024	September 1, 2025
2025	September 1, 2026 (if extended)
2026	September 1, 2027 (if extended)

The Operator may, if agreeable to the Town, make two equal payments in each year of this agreement.

Payments shall be delivered or mailed to:

Town of Bridgewater
66 Central Square
Bridgewater, MA 02324
Attention: Accounting Manager

VII. MISCELLANEOUS

The Operator shall give its personal attention to the faithful execution of this Agreement, shall keep the same under Operator's direct control and shall not assign by power of attorney or otherwise transfer, voluntarily or involuntarily this Agreement or any part thereof without the prior written consent of the Town Manager, and shall not, either legally or equitably assign any of the moneys payable under this Agreement, or its claim thereto, unless, by, and with the like consent of the Town Manager.

Should a substantial portion of the Premises be taken by a state or federal authority under powers of eminent domain, either party may elect to terminate the Agreement by giving written notice to the Town. Upon termination of the Agreement under this clause, the Operator and the Town shall share in the proceeds of any funds awarded for such taking to the extent of their respective agreed upon interests under this Agreement or as determined by a court of competent jurisdiction.

Failure by the Town or the Operator to complain of any action or non-action on the part of the other, no matter how frequently the same may occur or how long the same may continue, shall never be a waiver by the Town or the Operator of its rights hereunder. No waiver at any time of any of the provisions thereof the Town or the Operator shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

Nothing in this Agreement, express or implied, shall convey upon any person or entity, other than

the parties hereto and their successors and assigns, any rights or remedies by reason of this Agreement.

This Agreement is being executed and delivered in the Commonwealth of Massachusetts and shall be governed by, construed and interpreted in accordance with the laws of this jurisdiction.

Nothing herein contained shall constitute or be construed to be or create a co-partnership, agency or joint venture relationship between the Town and the Operator.

In the event that any one or more of the phrases, sentences, clauses, or paragraphs contained in the Agreement shall be declared invalid by the final unappealable order, decree or judgement of any court of competent jurisdiction, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs.

The captions and headings throughout this Agreement are for convenience and reference only, and they shall in no way be held or deemed to define, modify or add to the meaning, scope or intent of any provisions of this Agreement.

The Town shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of the Operator to perform any of the provisions of this Agreement, and in the event of the exercise of such right by the Town, the Operator agrees to pay to the Town forthwith upon demand the cost of performing the same, plus an administrative charge not to exceed fifteen percent (15%) of such cost.

Neither party shall be liable to the other in damages, nor shall this Agreement be terminated, nor a default be deemed to have occurred because of any failure to perform hereunder, caused by fire, earthquake, flood, explosion, casualty, strike, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, or other similar cause beyond its control.

VIII. NOTICES

Any notice or other communication given under this Agreement shall be in writing and addressed or delivered to the following:

For the Town:

For the Operator:

Town Manager
Town of Bridgewater
66 Central Square
Bridgewater, MA 02324

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first mention.

TOWN OF BRIDGEWATER:

OPERATOR:

Michael Dutton, Town Manager

Jason Rawlins, Town Attorney