

## **PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT, is made and entered into this 19<sup>th</sup> day of September, 2014, by and between CITY OF MASON, whose address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 ("Mason") and Swim Safe Pool Management, Inc. ("Service Provider").

### **SECTION 1. GENERAL DESCRIPTION OF PROJECT**

Mason hereby retains Service Provider to perform and Service Provider hereby agrees to perform the professional services described in Section 2 according to the terms and conditions outlined herein. The project for which such services will be provided is generally described as follows:

Providing management, maintenance, operations and related services that provide Lifeguarding and Lifeguarding Supervision and Pool Maintenance for the Community Center Indoor Pools and the Lou Eves Municipal Outdoor Pool.

### **SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES**

The Professional Services to be provided by Service Provider are identified below and are more fully described in the "Proposal" (Attachment B to this Agreement) and Request for Proposals (Attachment B of this Agreement), which is incorporated herein by reference (the "Services"):

Any services beyond those identified in this Agreement shall be considered Additional Services as more fully described in Section 6.16 and shall be authorized in writing by an Addendum to this Agreement executed by both parties.

### **SECTION 3. CONTACT PERSON**

Mason and Service Provider shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in Professional Services. Any additional or revised fees must be approved by City Council. The contact person for Mason shall be: Chrissy Avery and the contact person for the Service Provider shall be: Cary Belyea.

### **SECTION 4. DATE OF COMMENCEMENT**

The Date of Commencement for Services provided pursuant to this Agreement shall be September 1, 2014. Service Provider shall perform its services with due and reasonable diligence consistent with sound professional practice.

### **SECTION 5. COMPENSATION AND DURATION**

This Agreement shall remain in effect and the Service Provider shall provide all services necessary as provided herein on or before September 1, 2014. If services are delayed as a result of actions of the Service Provider beyond the above date, Service Provider shall be considered to be in default of the Agreement. Upon any default by the Service Provider, Mason may, at its sole discretion, in addition to any other remedies provided at law or in equity, terminate the Agreement, withhold outstanding compensation, and/or seek reimbursement for cost and time lost as a result of the Service Provider's inability to complete the Services by the agreed to completion date.

The Service Provider shall be entitled to receive a sum not to exceed \$648,340 for providing the all requested Services.

This agreement may be renewed as identified in the Fee and Payment Schedule (Attachment A) and Proposal (Attachment B). All renewals must be executed and accepted in writing. All renewals are subject to the requirements of this agreement unless revised and accepted by Mason and the Service Provider.

## **SECTION 6. TERMS AND CONDITIONS**

**6.1 Delayed Services:** If services are delayed as a result of the Service Provider, Mason may seek remedial action as described in Section 5.

If services are disrupted or delayed as a result of the actions of Mason, the duration date specified in Section 5 of this Agreement shall be modified. If services are delayed for more than 365 days, the fees may be equitably renegotiated and mutually agreed to be the parties hereto.

If services are delayed as a result of occurrences beyond the control of Mason or the Service Provider for more than 365 days, this contract and completion date may be extended upon mutual agreement of the parties hereto.

**6.2 Invoice Procedures and Payment:** Service Provider shall submit invoices to Mason for Services rendered during each invoicing period, which shall generally be on a monthly basis in Attachment A. The amount of each invoice shall be determined on the "percentage of completion method" whereby Mason and the Service Provider will estimate the percentage of the Services accomplished during the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Service Provider and shall be due and payable by Mason according to Mason's standard billing procedure.

**6.3 Expert Witness Services:** It is understood and agreed that Service Provider's services under this Agreement do not include any participation in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between Mason and Service Provider describing the services desired and providing a basis for compensation to Service Provider.

**6.4 Opinion of Probable Construction Cost/Cost Estimates:** Mason hereby acknowledges that Service Provider cannot warrant that opinions or estimates of probable construction or operating costs provided by Service Provider will not vary from actual costs incurred by Mason. However, Service Provider shall be bound by and perform this service consistent with sound professional practice.

**6.5 Indemnification:** Service Provider agrees to indemnify and hold harmless Mason, its agents, officials and employees, against any and all suits or claims that may be based on any injury to persons or property to the extent that such suits or claims are a result of an negligent or wrongful error, omission or act of Service Provider or any person employed by Service Provider.

**6.6 Insurance:** Service Provider shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. Mason must approve any such insurance and Mason shall be

named as a co-insured under any such policy. Service Provider must provide Mason a current copy of each insurance policy prior to commencement of Services. Service Provider shall continue to provide current insurance through the duration of this Agreement.

**6.7 Assignment/Third Parties:** Neither Mason nor Service Provider will assign or transfer its interest in this Agreement without the written consent of the other. Service Provider, however, does reserve the right to subcontract any portion of the Services with prior written consent of Mason. Service Provider shall insure and be liable for the work of its subcontractors. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against Mason.

**6.8 Suspension, Termination, Cancellation, or Abandonment:** Mason may, upon written notice, terminate this agreement at any time for its convenience. In the event the Project identified in this Agreement is suspended, canceled, or abandoned by Mason and except as expressly provided otherwise in Section 5, or upon any other default by Service Provider under this agreement, shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment. If Mason delays or suspends Service Provider's services for more than 180 days, then Service Provider may terminate this Agreement upon giving fifteen (15) days' written notice. Mason may terminate this Agreement upon the Service Provider filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in this Agreement, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice.

Pursuant to Section 5 of this Agreement, Service Provider shall not be obligated to commence services until this Agreement is fully executed. If Mason fails to execute this Agreement within 60 days of the date of receipt by Mason, Service Provider shall have the right to revise fees or revoke any proposal related to the services.

**6.9 Disputes:** If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees.

**6.10 Standard of Care:** Service Provider agrees to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Service Provider agrees to perform services in accordance with any applicable federal, state, or local law or regulation.

**6.11 Waiver:** Any failure by Mason to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Mason may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**6.12 Relationship:** Service Provider is an independent contractor to Mason in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Mason.

**6.13 Mason's Responsibilities:** Mason shall provide Service Provider all pertinent data, criteria, and information including but not limited to information and responsibilities identified within the Request for Proposal in Attachment Service Provider shall be entitled to rely on any and all information provided pursuant to this provision. Mason shall review Service Provider's work thoroughly and promptly, provide direction as necessary, and, if Mason at any time becomes aware of any defect, shall give notice of such defect in the work or services provided. Mason shall provide access to the project site.

**6.14 Severability:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**6.15 Addendum/Additional Services:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. The Agreement also may be modified by a formal, written amendment, change order or work change directive.

In addition, the requirements of this Agreement may require minor variations and deviations in the work or services provided. This work shall not be considered to be additional services outside of the scope of Section 2 work by either party and may be authorized by the City Engineer's approval. Notwithstanding the foregoing, items of work and additional materials not included in the estimate of the original Agreement and in an amount in excess of \$15,000.00 shall be authorized only in written modifications to the Agreement.

Mason may, at its sole discretion, authorize alterations or modifications in the specifications and plans or eliminate from the Project any portion thereof. Before the Service Provider revises any work or service, the change in price for the revised services shall have been agreed upon in writing.

**6.16 Entirety of Agreement:** This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by Mason shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Fees and Payment Schedule
- Attachment B: Proposal including Scope of Services and Request for Proposal

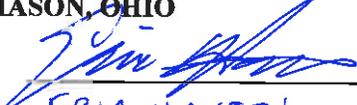
**6.17 Notices:** Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

**6.18 Confidentiality:** Service Provider agrees to hold in confidence and not disclose to anyone other than (i) those of its employees required to know; and (ii) other City Staff any and all

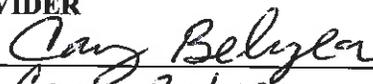
information and data provided by Mason which it knows or has reason to know is confidential, without the prior written consent of Mason. This provision shall be an ongoing requirement and shall survive the termination and expiration of this Agreement.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

**CITY OF MASON, OHIO**

Signed:   
Typed: ERIC HANSEN  
Title: CITY MANAGER  
Date: SEPTEMBER 22, 2014

**SERVICE PROVIDER**

Signed:   
Typed: Cary Belyea  
Title: President/CEO  
Date: 9/19/14

## FEE AND PAYMENT SCHEDULE

Attachment A

		<b>Community Center</b>	<b>Pump Room</b>	<b>Outdoor Pool</b>	<b>Total</b>
September 2014		\$37,500	*	*	\$37,500
End of 2013-2014		*in prior agreement			
October 2014		\$37,500	\$945		\$38,445
November 2014		\$37,750	\$945		\$38,695
December 2014		\$37,750	\$945		\$38,695
January 2015		\$37,750	\$945		\$38,695
February 2015		\$37,750	\$945		\$38,695
March 2015		\$37,750	\$945		\$38,695
April 2015		\$37,750	\$945	\$5,000	\$43,695
May 2015		\$37,750	\$945	\$15,500	\$54,195
June 2015		\$37,750	\$945	\$40,000	\$78,695
July 2015		\$37,750	\$945	\$40,000	\$78,695
August 2015		\$37,750	\$945	\$36,500	\$75,195
September 2015		\$37,500	\$945	\$10,000	\$48,445
2014-2015		<u>\$452,500</u>	<u>\$11,340</u>	<u>\$147,000</u>	<u>\$610,840</u>
<b>Total Agreement</b>		<u><b>\$490,000</b></u>	<u><b>\$11,340</b></u>	<u><b>\$147,000</b></u>	<u><b>\$648,340</b></u>

### Rates per Hour for Additional Services

Supervisor	\$25 per hour
Guard	\$20
Repair Work	\$85

### Option for Renewal \*\*

Oct 2015 -Sept. 2016	\$461,550	\$11,340	\$149,940	\$622,830
Oct 2016 -Sept. 2017	\$470,780	\$11,340	\$152,940	\$635,060
Oct 2017 -Sept. 2018	\$480,190	\$11,340	\$156,000	\$647,530

\*\* Rates per hour for additional service is the same as 2014-2015 period. Payment schedule to be determined at the time of renewal.



**Pool Management Proposal  
Summary CITY OF MASON  
COMMUNITY CENTER INDOOR POOLS  
LOU EVES MUNICIPAL OUTDOOR POOLS**



**Summary of Services Included:**

**Mason Community Center (Indoor Pools)**

- Open year round
- Regional Supervisor – 5 visits per week
- Company President/CEO on site
- Director of Aquatic Safety – full time year round on-site employee
- Supervisors – experienced on-site
- Lifeguards – ongoing training
- Daily pool cleaning and chemical checks
  - Includes bathrooms and decks
- Community Outreach Programs, Lifeguard and CPR training, Pool Safety
- Back up pumps, motors, filters so your pool never experiences any downtime
- Full-time Experienced Construction & Repair
- 24/7 emergency on call services included
- \$5,000,000 in general and professional liability insurance
- Pump room services at \$945.00 per month

**Total Price: \$452,500.00**

**Lou Eves Municipal (Outdoor Pools)**

- May 23 - September 7, 2015
- Seven extra days of summer in 2015
- Regional Supervisor – 5 visits per week
- Company President/CEO on site
- Pool Managers – CPO certified
- Lifeguards – ongoing training
- Price Includes Special Events listed in RFP
- Plus 4<sup>th</sup> of July Party with games and prizes
- Plus Games and prizes for COM employee party
- Pre-season pool opening as specified in RFP
- Post-season pool closing as specified in RFP
- Daily pool maintenance and cleaning
  - Includes bathrooms, decks, concession area
- Back up pumps, motors, filters so your pool never experiences any downtime
- Full-time Experienced Construction & Repair
- 24/7 emergency on call services included
- \$5,000,000 in general and professional liability insurance

**Total Price: \$147,000.00**

**Grand Total Price: \$599,500.00**

**A little more about SwimSafe:**

Founded by Cary Belyea in 2005, SwimSafe Pool Management is a family-owned company that provides comprehensive pool management services to Tri-State area facilities. Drawing on 25 years of pool management experience, Cary has led SwimSafe's consistent growth which led to being named one of the **Fastest 55** growing companies in the region for 2012 and 2014 by the Business Courier. In addition, SwimSafe's emphasis on personal service has resulted in a customer retention rate of nearly 100%.



# PROPOSAL FOR LIFEGUARDING AND LIFEGUARD SUPERVISION FOR THE CITY OF MASON



SwimSafe Pool Management, Inc.  
Cary Belyea, President and CEO

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**City of Mason Pool RFP**

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# Section One – Management Summary

August 28, 2014

RE: Management Summary

Jennifer Heft  
Assistant City Manager  
City of Mason  
6000 Mason Montgomery Road  
Mason, OH 45040

Dear Jennifer,

Thank you for the opportunity to submit the attached proposal for pool management services to the City of Mason. We have carefully reviewed all of the information and addendums in order to assemble the quote. Should any response be unclear, please do not hesitate to contact me.

Our proposal is based on our experience with the management of the LEMP outdoor pool the past two summers and the indoor Aquatic Center this past year.

SwimSafe has gained much knowledge and insight during the past year and a half of operating the City of Mason pools. During this time we have gained the respect and trust of the City of Mason and have worked hard to understand the intricacies of the facilities and your personnel.

In fact, last fall, we began our indoor pool services, a month ahead of the scheduled start date to help in the transition. Over the winter we worked with city personnel to successfully assist in the operation of the indoor aquatic center pump room and, in August of 2014 we were able to staff and open the outdoor pool during school days, for the first time in LEMP's history!

I think all of the City of Mason management staff will tell you we have made the transition from self run to SwimSafe very easy. I am confident we can continue to expand that experience while remaining flexible enough to work through issues that may come up in the future.

There are 3 references listed, as prescribed in the RFP. I hope you have the opportunity to speak with them about the relationship we have built over the years. Our strength is in our personnel and our ability to communicate quickly and openly with our clients.

As I mentioned in the 2013-14 RFP's Management Summary, **we will keep the price for our services the same in 2014-15, even though there are 7 additional days in the summer of 2015.** After that we offer an increase of 2 percent (anticipated to cover normal cost of living increase) for years 2, 3 and 4, so that you can exercise the choice to stay with SwimSafe in subsequent years without the time and expense of annual bidding.

I look forward to our continued relationship with the City of Mason.

With best regards,

Cary Belyea  
President and CEO  
SwimSafe Pool Management, Inc.

# Section Two – Proposals

## 1. Community Center Indoor Pools 2014 - 2015

### COMPENSATION: PAYMENT SCHEDULE AND FEES

(a) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$452,500.00** and Client will pay this amount in accordance with the schedule set out in Exhibit “A.”

(b) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit “A”. Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of one point five percent (1.5%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

### SCOPE OF SSPM SERVICES

(a) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the “Services”). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(b) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool’s pH, alkalinity, calcium hardness and stabilizer within the following parameters:

The Company will be responsible taking water quality readings and reporting those readings to City representative for Competition, Leisure Pools and Whirlpool/Spa. The City will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers for the Competition, Leisure Pools and Whirlpool/Spa.

#### Competition and Leisure Pools

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm

Chloramine levels for the Competition and Leisure Pools must be maintained at less than 1 ppm

## Whirlpool/Spa

Free Chlorine	2.0 to 5.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log;

## SWIMMING POOL SERVICES

### Leisure Pool, Spa & Competition Pool Daily Procedures

The Company agrees to perform the following pre-opening functions as part of contract:

1. Provide lifeguards and supervisors for both pools as described in this RFP.
2. Lifeguards and lifeguard supervisors should not enter pump rooms unless upon the approval of City representative.
3. Respond to fecal incidents as required according to CDC standards and Warren County Health Department. Will notify City representative to gain access to chlorine.
4. Skim water surfaces to remove floating matter as necessary
5. Clean and maintain walls, gutter and skimmer of pools
6. Vacuum pools at least weekly, and more if needed
7. Clean pool, the pool deck and entire areas including empty trash containers and place trash in dumpsters as outlined by the City
8. Make regular checks of locker rooms closing locker doors, picking up litter, monitoring and notifying Manager on Duty (MOD) of any issues that may need to be addressed.
9. Complete Incident/Accident reports as required
10. Clean and main guardroom.
11. Maintain and store in their locations all safety and maintenance equipment
12. Organize and keep pool furniture clean and orderly
13. Enforce pool rules and regulations
14. Upon request, provide the City of Mason with training records and in-service training
15. Maintain documents and reports as required/requested.
16. Add Bicarbonate to Whirlpool/Spa as required. Chart will be posted.
17. Whirlpool/Spa will be cleaned the third Friday of every month beginning at noon. In any month that the third Friday of the month is a holiday the whirlpool/spa will be cleaned the second Friday of that month beginning at noon. The City will drain and restart the Whirlpool/Spa and the Company will clean.
18. \*Operate water quality and maintain pump rooms and all devices in accordance with SOP by the City of Mason Representatives.

### **\*Pump Room Duties (\*Denotes additional duties defined below)**

The following services will be performed at a cost of **\$945.00 per month:**

1. SwimSafe Supervisory staff will participate in pool training sessions with a City Representative for the "Pool Training for Indoor Pool". The length of the training will consist of multiple sessions of up to 25 hours of training (See Exhibit A). Additional SwimSafe employees may participate in the training for a fee of \$300.00. SwimSafe, in cooperation with the City of Mason, will train new staff and retrain staff as needed.

2. With the Direction of the designated City Representative, SwimSafe will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers for the Competition, Leisure Pools and Whirlpool/Spa.
3. SwimSafe will make necessary adjustments to pool water chemistry, as needed, both manually and by adjustment of automated control at the direction of City's Representative, using commonly accepted practices and proper documentation and communication with the Aquatic's Maintenance Team and industry safety standards.
4. SwimSafe will conduct a daily inspection of the pump rooms and all of its components, including but not limited to; filter pressure, flow, disinfection systems and feeders, delivery systems, injection valves, chemical controllers, pumps and strainers. Any abnormalities, defects or needed maintenance will be immediately reported to City's Representative. City will be responsible for any repair or maintenance of these systems.
5. SwimSafe will aid in identifying the cause of any operating issue, problem or failure, relating to water quality issues, chemical management, water flow and filtration and make recommendations to the City's Representative.
6. SwimSafe will have daily communications with the City's Representative in accordance with a mutually agreed upon process.
7. The City of Mason to be responsible for the maintenance of all pump room equipment, including backwashing filters, changing strainer baskets, maintaining and refilling chemical storage systems, tanks, cylinders and associated injection systems.
8. The City of Mason reserves the right to prohibit SwimSafe personnel from Aquatic Maintenance Operations. The request must be reasonable and will follow SSPM Personnel (b) of the RFP.

**SUPERVISION.** SSPM management personnel will inspect the Pool at least five (5) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction

### **SSPM PERSONNEL**

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) Personnel Approval or Dismissal: All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of

dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

(c) Certification: All lifeguards employed by SSPM shall have current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates or equivalent, such as StarGuard. Managers will have CPO (Certified Pool Operator) certificates. SSPM will maintain detailed training records for all SSPM personnel used on this assignment and will provide copies of same to Client upon request.

(d) Identification: Lifeguards and other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t- shirt displaying SSPM's name and/or logo.

(e) Authority: To create a safe and enjoyable swimming experience, Lifeguards shall have the authority to discipline all individuals, including expulsion, who use the Pool and will do so within the Lifeguards' best judgment and sole discretion and will be consistent with all published and posted rules of the Pool and minimum safety standards. Client agrees to support Lifeguards in enforcing the Pool rules and regulations to provide a safe swimming environment.

(f) SSPM agrees that in hiring and supervising any employees to work at Client's facilities, it will comply with all Federal and State laws relating to employment, discrimination, whistleblowing, leave rights, veteran status, and retaliation, including without limitation the following: the Civil Rights Acts of 1964 and 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Patient Protection and Affordable Care Act; the Immigration Reform and Control Act; the Immigration Act of 1990; Employee Retirement Income Security Act; National Labor Relations Act; and the common law. SSPM indemnifies and holds harmless Client for any actual or alleged violation of any such law, or rights protected by such laws, resulting from SSPM's actions.

(g) **Provision for Federal Law Minimum Wage changes**: If Federal Law raises the minimum wage above the Ohio Minimum Wage (which adjusts annually for normal cost of living), or the State of Ohio adjust its minimum wage to a rate higher than the current cost of living model used, during the period of the contract, SSPM will present these additional cost to the City of Mason. The City of Mason, at its sole discretion may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the minimum wage increase.

#### **ADDITIONAL FACILITIES**

(a) Client acknowledges that neither the parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions

of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM.

(b) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

#### **CLIENT SAFETY AND MAINTENANCE EQUIPMENT**

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

(a) **Safety Equipment**

Rescue tube (one per lifeguard)  
Backboard with appropriate securing material (3 straps/head immobilizer)  
Lifeguard Stands  
Ring Buoy and Line  
Shepherds Crook  
Fiberglass Reach Pole  
First aid kit (meeting OSHA standards)  
Blood-borne  
pathogens kit  
Fire extinguisher

(b) **Maintenance Equipment and Supplies**

12' - 24' extension  
pole Commercial  
vacuum Vacuum  
head  
50' commercial 1-1/2" vacuum  
hose clock  
garden hoses deck squeegee  
trash receptacles (with lids)

#### **INSURANCE**

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required herein, including acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or cancelled prior to its expiration date.

(b) SSPM shall provide the following:

- 1) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 2) Comprehensive General Liability Insurance for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with coverage at least as broad as ISO Form CG 00 01 12 07, with limits no less than \$5,000,000 per occurrence;
- 3) Professional Liability Insurance in the amount of \$5,000,000 per claim or occurrence.
- 4) Claims-made coverage: If any of the required policies provide coverage on a claims-made basis: a) The retroactive date must be before the date of the commencement of services hereunder; b) Coverage must be maintained and evidence of insurance provided to Client for at least three (3) years after completion of work under this Agreement.
- 5) Additional insured: SSPM shall endorse the City of Mason, its officers, officials, employees and volunteers as Additional Insureds on the Commercial General Liability policy.

Primary Coverage: For any claims related to this Agreement, SSPM's insurance coverage shall be primary as respects the Client, its officers, officials, employees, and volunteers. Any insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of SSPM's insurance and shall not contribute with it.

(c) The Client shall maintain the following:

- 1) Premises liability insurance; and
- 2) Comprehensive general liability insurance in the amount of \$1,000,000 each occurrence.

## **INDEMNIFICATION**

(a) To the fullest extent permitted by law, the SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising in whole or in part through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

## **EXHIBITS**

**Exhibit "A"** - Fee Schedule

**Exhibit "B"** - Pool Schedule, Hours of Operation, Staffing and Pool Parties

**EXHIBIT "A"**  
Proposed Fees and Payment Schedule

**CITY OF MASON**

**September 8, 2014  
Through  
September 7, 2015**

<b>Month</b>	<b>Management</b>	<b>Pump Room</b>
<b>September</b>	\$ 37,500.00	\$ 945.00
<b>October</b>	\$ 37,750.00	\$ 945.00
<b>November</b>	\$ 37,750.00	\$ 945.00
<b>December</b>	\$ 37,750.00	\$ 945.00
<b>January</b>	\$ 37,750.00	\$ 945.00
<b>February</b>	\$ 37,750.00	\$ 945.00
<b>March</b>	\$ 37,750.00	\$ 945.00
<b>April</b>	\$ 37,750.00	\$ 945.00
<b>May</b>	\$ 37,750.00	\$ 945.00
<b>June</b>	\$ 37,750.00	\$ 945.00
<b>July</b>	\$ 37,750.00	\$ 945.00
<b>August</b>	\$ 37,500.00	\$ 945.00
<b>TOTAL</b>	<b>\$ 452,500.00</b>	<b>\$ 11,340.00</b>

## **EXHIBIT "B"**

### **Pool Schedule, Hours of Operation, Staffing and Pool Parties**

**September 8, 2014 through September 7, 2015**

#### **COMMUNITY CENTER LEISURE POOL**

**Dates of operation:** Seven days a week, Sunday through Saturday

**Hours of operation:**

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;

Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

**Pool remain open for normal operating hours**

MLK Day

President's Day

**Pool typically closes 1 week per year in August for routine maintenance.**

**See attached schedule for the Community Center's Holiday hours.**

#### **Leisure pool Schedule:**

Swim Academy Group lessons M&W 5:00 pm to 6:30 pm; T&TH 5:30 pm to 7:00 pm; Sat 9:00 am to 11:30 am

Fall session 9/8/14 to 10/18/14

Winter session I - 11/3/14 to 12/20/14 Off the week of Thanksgiving

Winter session II - 1/5/15 to 2/14/15

Spring session I - (tentative) 2/16/15 to 3/28/15

Spring session II - (tentative) 4/6/15 to 5/9/15

#### **Daytime lesson hours**

Mondays and Wednesdays 9:30am -10:30am

Tuesdays and Thursdays 1:15pm-2:15pm

Should not need additional staff to cover as long as Company is staffing with the minimum number of guards indicated below

(Schedules are subject to change. The City will provide the contractor advance notice of any changes. The contractor will agree to work with the City to accommodate changes in pool schedules.)

#### **Current Staffing:**

Leisure pool should have at minimum 1 lifeguard in the chair by code

Leisure pool should have at minimum 3 lifeguards in the chair during evening group lessons

#### **During the School Year**

Monday through Friday staffing numbers during the school year

5:30 am to 4:00 pm (4 to 5 guards plus supervisor)

4:00 pm to 9:00 pm (7 to 8 guards plus supervisor)

9:00 pm to 10:00 pm (3 to 4 guards plus supervisor)

Saturday 7:00 am to 9:00 am (3 to 4 guards plus supervisor)

9:00 am to 8:00 pm (6 to 8 guards plus supervisor)

Sunday 7:00 a.m. to 10:00 a.m. (4 guards plus supervisor)

10:00 a.m. to close (7 to 8 guards plus supervisor)

### Summer Schedule

Monday through Friday staffing numbers during summer hours

5:30 am to 7:00 am (3 to 4 guards plus supervisor)

7:00 am to 9:00 am (4 to 5 guards plus supervisor)

9:00 am to 8:00 pm (6 to 8 guards plus supervisor)

8:00pm to 10:00 pm (4 to 5 guards plus supervisor)

Saturday and Sunday 7:00 am to 8:00 pm (6 to 8 guards plus supervisor)

### COMMUNITY CENTER COMPETITION POOL

Rentals or events such as swim meets/water polo matches usually need 2 to 3 guards.

**Dates of operation:** Seven days a week, Sunday through Saturday

**Holidays that competition pool is open for limited use (typically 7am to noon)**

Christmas Eve

New Years Eve

Memorial Day

4th of July

Labor Day

**Pool remains open for normal operating hours**

MLK Day

President's Day

**See Attached Holiday Hour Schedule**

**Pool typically closes 1 week per year in August for routine maintenance.**

### **Hours of operation:**

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;

Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

### **Competition pool schedule:**

#### **August 5 August 20**

High school water polo Monday through Friday 8:00-11:00 am (Aug 5-9LEMP)

#### **August 18 October 26**

High school water polo 2:30 to 5:00 pm Monday through Friday; Manta Rays 3:30 to 09:00 pm

Monday through Friday (Begins Sept. 2); Saturday 7am to 1:30pm

#### **October 27 December 21**

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 to 6:00p W 1:30 to 4:00p S 7 to

9am Manta Rays T/TH 5:30 to 7:00am; 3:45 to 9:00p; S 7:00am to 2:15p

#### **December 22 January 4**

High School swim team Monday through Friday 8:00am to 12:00 pm and 3:00 pm to 5:00 pm; S

7:00 am to 9:00 am Manta Rays Monday through Friday 6:00am to 7:45pm; S 7am to 2:15pm

#### **January 5 February 19**

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 pm to 6:00pm ; W 1:30 pm to

4:00p S 7:00 to 9am Manta Rays T/TH 5:30 to 7:00am; Monday through Friday 3:45 pm to

9:00p; S 7:00am to 2:15pm

#### **February 19 June 7**

Manta Rays Monday through Friday 2:30 pm to 9:00 pm and Saturday 7:00am to 1:30pm

No practices last week of March and first week of April

#### **June 7 July 16**

Manta Rays M,W,TH, F 6:00am to 8:30 pm; T 7:30am to 5:00pm; S 7:00 to 11:15 am

**July 17 July 30**

Manta Rays 8:00 am to 11:30 am Monday through Friday

**July 31 August 3**

Manta Rays 9:00 am to 10:30 am Monday through Friday

**Dates for water polo matches (\* denotes time needed outside normal operating hours)**

8/29-30\*, 9/2, 9/9, 9/16, 10/7, 10/17-18\*

**Manta Rays Invitational (\* denotes time needed outside normal operating hours)**

10/11/14\* early morning

11/7/14, 11/8/14\*, 11/9/14\*

12/21/14\*

2/19/15\* late evening, 2/20/15\* late evening, 2/21/15\* early morning, 2/22/15\* early morning

**High school swim meets (\* denotes time needed outside normal operating hours)**

12/6/14\* early morning and late evening

1/17 & 1/18/15 \*early morning

2/6/15 \*late evening

2/7/15 \*early morning

2/13/15 \*late evening

2/14/15 \*early morning

**Staffing:** Competition pool should have at minimum 2 lifeguards in the chair when the entire pool is in use.

**After Hours Pool Party Fee Schedule/Structure**

Pool parties will be provided by SSPM's lifeguards for Client and Client shall have the exclusive right to host and provide Pool parties at the Pool during the Term of this Agreement. All SSPM insurance shall apply to Pool parties.

The current rate for Pool parties is \$20.00 per hour per lifeguard and \$25.00 per hour per supervisor.

## 2. Lou Eves Municipal Outdoor Pool 2015

### COMPENSATION: PAYMENT SCHEDULE AND FEES

(c) Client shall pay SSPM a fee for the Services provided during the Term in an amount equal to **\$147,000.00** and Client will pay this amount in accordance with the schedule set out in Exhibit "A."

(d) All SSPM invoices shall be paid in full by Client within thirty (30) days from the invoice date. SSPM shall invoice Client once per month for all services and expenses incurred during the month. Payment of fees for each month to be due on the first day of the month as set forth in exhibit "A". Time is of the essence in paying all invoices submitted by SSPM. If Client fails to pay in full any invoice within thirty (30) days from the invoice date an initial late charge of one point five percent (1.5%) of the invoice amount will be charged and any unpaid amounts will accrue interest at the annual percentage rate of ten percent (10%) until paid, or if any amounts remain unpaid after 30 days, SSPM may suspend services, cancel this contract, or terminate all Services immediately and pursue collection of all unpaid amounts. The remedies provided for in this paragraph are cumulative, in addition to any rights existing at law or equity, and shall not limit or create any obligation for election of same.

### SCOPE OF SSPM SERVICES

(c) SSPM shall provide Client management, maintenance, operation and related services as described in this section (the "Services"). The parties may mutually agree to amend or modify the Services during the Term or any Extended Period to include additional Services or exclude unnecessary Services by doing so in writing.

(d) Water Quality: Pool water will be maintained at the customary level of sanitation and chemistry by monitoring and maintaining the Pool's pH, alkalinity, calcium hardness and stabilizer within the following parameters:

The Company will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers.

#### Lou Eves Municipal Pool

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chlorine Stabilizer	less than 70 ppm

Pool water will be tested hourly, when the lifeguards are on duty, and the test results will be recorded in the Pool's daily log;

## **SWIM-SEASON SERVICES**

### **Lou Eves Municipal Pool Procedures**

#### Pre-Season Opening Procedures

Company will be responsible for:

- Empty offices, clean and organize
- Empty wading pool filter room, clean and organize
- Clean all lounge chairs and setup
- Bleach and clean lifeguard chairs
- Rake playground sand
- Pressure wash pool deck and concessions area
- Install concession area umbrellas
- Install umbrellas in wading pool area
- Polish all stainless
- Clean climbing wall
- Parking lot pick up
- Vacuum pool
- Weed
- Clean pool enclosure area
- Inject all necessary chemicals to establish proper levels for:
  - Free chlorine
  - Total alkalinity
  - pH
  - Calcium hardness
  - Cyanuric acid
- Thoroughly clean bathhouse

City will be responsible for the following:

- Evaluation of playground equipment
- Install computer system, phones, printers
- Install lifeguard chairs
- Purchasing new sand if needed
- Check playground shower
- Test all bathhouse sinks/showers
- Inspect umbrellas and repair as needed
- Clean out drain boxes. Install drain covers
- Inspect all drain covers, make sure installed well
- Weed all areas
- Install all ladders and handrails and climbing wall
- Test pool vacuums, repair as needed
- Order all needed supplies
- Start up stereo and test
- Wax slide
- Clean and organize main pump house

- Put up Umbrellas
- Check diving board
- Check flagpoles
- Update bulletin board in front of pool
- Inspect chemical feeders
- Inspect all filtration equipment
- Inspect flow meters, pressure gauges, and valves
- Mount diving boards, guard chairs, ladders and starting blocks
- Inspect and resupply water testing supplies
- Remove wood window covers throughout building
- Order and store all necessary chemicals to establish proper levels for:
  - Free chlorine
  - Total alkalinity
  - pH
  - Calcium hardness
  - Cyanuric acid
- Inventory first aid supplies
- Inventory cleaning supplies
- Inventory swim lesson & life jacket supplies
- Inventory safety supplies
- Start up equipment
- Clean gutters on building
- Check building, parking lot, and outdoor pool lights (advise on need to replace light bulbs or fans)
- Install slide canopy
- Touch up painting on buildings and railings

The Company shall request a meeting with City's representative prior to opening day to discuss plans for the operation of the pool and any outstanding issues relative to the pool opening. This meeting shall include a walk through of the facility to inspect the pool area and supplies on materials on hand for operation. A training date for all staff shall be requested by the Company and include the City's representative prior to opening day to review process and expectations.

#### Daily Operating Procedures

- Life guarding the main pool in a professional, attentive and customer-oriented manner
- Maintaining a friendly, courteous atmosphere, while enforcing the city's pool rules for the safety, pleasure and convenience of the pool membership
- Enforce pool rules and regulations
- Checking water chemistry and recording readings every hour
- Any incident in which the pool must be closed for any period of time, City representative will be notified and details of the incident will be documented to include: date, time, description of incident. All required documents will be completed and forwarded to City representative.

- Maintaining chemical balance of pool water
- Check and record filter pressure gauge readings and flow meter readings daily, taking corrective measures as indicated
- Clean lint / hair trap
- Rake playground sand
- Keep pump room clear, organized and swept
- Backwashing filter system as needed
- Vacuuming pool daily
- Cleaning tiles around pool edges weekly, or more often, if needed
- Thoroughly cleaning bathhouse daily
- Checking, recording check of the bathhouse at least hourly for paper supplies, proper flushes, clean sinks, etc. and replenishing supplies as needed.
- Disinfecting water fountain daily and checking it hourly for cleanliness
- Thoroughly cleaning swimming pool area daily
- Clean, and dust equipment in concession area daily and disinfect counters daily
- Keep all sinks clean
- Picking up litter as it appears
- Pulling weeds from concrete, edges and planting beds as they appear
- Emptying trash daily or as needed placing trash in dumpsters
- Maintain water quality of the pools in accordance with all applicable governmental rules and regulations,
- Skim water surfaces to remove floating matter as necessary
- Clean and maintain walls, gutter and skimmer of pools
- Check pumps, strainers, and filters daily
- Clean and maintain guardroom, chemical room and pump rooms daily
- Maintain and store in their locations all safety and maintenance equipment
- Organize and keep pool furniture clean and orderly
- Check and record pump room gauge readings and flow meter readings daily and take corrective measures as indicated
- Upon request, provide the City of Mason with training records and in-service training
- Maintain documents and records as needed/requested
- Cleaning debris from ashtrays outside the bathhouse hourly
- Straightening deck furniture and cleaning as needed.

#### Closing (End of Season) Procedures

The pool will be considered closed to swimmers on the day after Labor Day and the Company will close the Lou Eves Municipal pool as soon after that date as Company deems possible.

The Company will complete the following services, where applicable:

- Take out lap lane and put back on reel
- Move lane line reels to pump house
- Bleach guard stands and chairs
- Organize cleaning supplies and place in hallway

- Bleach bathrooms
- Take down umbrellas and place in hallway
- Move lawn chairs and stack along side of bathhouse
- Bleach guard room
- Bleach diving boards
- Bleach trash cans, gray bins, stack and place outside pump house
- Place first aid kits, supplies and fanny packs in blue storage containers place in guardroom
- Place vacuums and power washer into guardroom
- Stack all blue trash cans in hallway
- Take rescue tubes, wooden backboard, chemical test kit to Community Center
- Fold Ping pong tables and place in pump house,
- Place pool table in pump house
- Place games at front desk (pool cues, pool balls, ping pong equipment, checkers) in plastic bin and store in office area
- Take down clock and place in hallway
- Remove all trash and place in dumpster
- Bleach concession stand tables and counter
- Place all supplies brooms, dustpans etc. in pump room
- Put up danger pool closed signs, by front desk and main pump room

**SUPERVISION.** SSPM management personnel will inspect the Pool at least five (5) times each week on an unannounced basis during the full-time operation of the Pool. Additional inspections and/or visits to the Pool will be made by SSPM's management personnel as needed in order to assure Client's satisfaction.

**SPECIAL EVENTS.** SSPM will provide a 4<sup>th</sup> of July event with games and prizes for the City of Mason outdoor Pool, free of charge.

**SSPM PERSONNEL**

(a) All personnel who will work at the Pool under the terms of this Agreement shall be employees of SSPM, and not independent contractors. SSPM will pay the following for SSPM's employees:

1. Wages
2. Income tax withholdings
3. Social security withholdings
4. State unemployment insurance
5. Federal unemployment insurance
6. Workmen's Compensation insurance

(b) **Personnel Approval or Dismissal:** All personnel will be trained by SSPM in accordance with Client's requirements, and Client acknowledges that SSPM personnel are hired, trained and placed at the Pool in accordance with Client's needs and

standards. Client may, in good faith, request the dismissal from employment at the Pool of any personnel that provides Services at the Pool; however, Client's request of dismissal must be reasonable. If Client wishes to exercise its right to request the dismissal any of SSPM's personnel, Client will give forty-eight (48) hours advance written notice to SSPM of its request, and will allow SSPM to independently determine the basis of Client's request.

(c) Certification: All lifeguards employed by SSPM shall have current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates or equivalent, such as StarGuard. Managers will have CPO (Certified Pool Operator) certificates. SSPM will maintain detailed training records for all SSPM personnel used on this assignment and will provide copies of same to Client upon request.

(d) Identification: Lifeguards and other personnel will wear identification at all times. Such identification shall be in the form of a swimsuit or t- shirt displaying SSPM's name and/or logo.

(e) Authority: To create a safe and enjoyable swimming experience, Lifeguards shall have the authority to discipline all individuals, including expulsion, who use the Pool and will do so within the Lifeguards' best judgment and sole discretion and will be consistent with all published and posted rules of the Pool and minimum safety standards. Client agrees to support Lifeguards in enforcing the Pool rules and regulations to provide a safe swimming environment.

(f) SSPM agrees that in hiring and supervising any employees to work at Client's facilities, it will comply with all Federal and State laws relating to employment, discrimination, whistleblowing, leave rights, veteran status, and retaliation, including without limitation the following: the Civil Rights Acts of 1964 and 1991; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Fair Labor Standards Act; the Patient Protection and Affordable Care Act; the Immigration Reform and Control Act; the Immigration Act of 1990; Employee Retirement Income Security Act; National Labor Relations Act; and the common law. SSPM indemnifies and holds harmless Client for any actual or alleged violation of any such law, or rights protected by such laws, resulting from SSPM's actions.

(g) **Provision for Federal Law Minimum Wage changes**: If Federal Law raises the minimum wage above the Ohio Minimum Wage (which adjusts annually for normal cost of living), or the State of Ohio adjust its minimum wage to a rate higher than the current cost of living model used, during the period of the contract, SSPM will present these additional cost to the City of Mason. The City of Mason, at its sole discretion may accept the additional costs, negotiate with SSPM on additional costs acceptable to both parties, or cancel this agreement 30 days from the minimum wage increase.

## **ADDITIONAL FACILITIES**

(b) Client acknowledges that neither the parking lot, playground, or any other property or facilities furnished by Client to its Members not under the direct supervisions of SSPM personnel shall be beyond the parties' intended scope of services to be provided by SSPM.

(c) In no event shall SSPM be liable to any party for any loss or claim arising from any injury or other event or occurrence which takes place in any area not directly supervised by SSPM personnel.

## **CLIENT SAFETY AND MAINTENANCE EQUIPMENT**

Client shall provide, prior to Pre-Season or in a timely manner if requested by SSPM, at no cost to SSPM, the following equipment:

### **(c) Safety Equipment**

Rescue tube (one per lifeguard)  
Backboard with appropriate securing material (3 straps/head immobilizer)  
Lifeguard Stands  
Umbrella for Lifeguard Stand (one per stand)  
Ring Buoy and Line  
Shepherds Crook  
Fiberglass Reach Pole  
First aid kit (meeting OSHA standards)  
Blood-borne  
pathogens kit Fire  
extinguisher

### **(d) Maintenance Equipment and Supplies**

12' - 24' extension  
pole Commercial  
vacuum Vacuum  
head  
50' commercial 1-1/2" vacuum  
hose clock  
garden hoses deck squeegee  
trash receptacles (with lids)  
flying insect spray, etc.  
commercial grade leaf blower

## INSURANCE

(a) Client and SSPM shall maintain applicable insurance coverage through the Term of this Agreement and during all Extended Periods, and shall promptly provide upon the execution of this Agreement, certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required herein, including acknowledgement by such insurance carriers that thirty (30) days advance written notice shall be given if any policy or coverage is to be changed or cancelled prior to its expiration date.

(b) SSPM shall provide the following:

- 6) Worker's compensation insurance covering all personnel SSPM employs to provide Services under the Agreement;
- 7) Comprehensive General Liability Insurance for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with coverage at least as broad as ISO Form CG 00 01 12 07, with limits no less than \$5,000,000 per occurrence;
- 8) Professional Liability Insurance in the amount of \$5,000,000 per claim or occurrence.
- 9) Claims-made coverage: If any of the required policies provide coverage on a claims-made basis: a) The retroactive date must be before the date of the commencement of services hereunder; b) Coverage must be maintained and evidence of insurance provided to Client for at least three (3) years after completion of work under this Agreement.
- 10) Additional insured: SSPM shall endorse the City of Mason, its officers, officials, employees and volunteers as Additional Insureds on the Commercial General Liability policy.

Primary Coverage: For any claims related to this Agreement, SSPM's insurance coverage shall be primary as respects the Client, its officers, officials, employees, and volunteers. Any insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of SSPM's insurance and shall not contribute with it.

(c) The Client shall maintain the following:

- 3) Premises liability insurance; and
- 4) Comprehensive general liability insurance in the amount of \$1,000,000 each occurrence.

## **INDEMNIFICATION**

- (a) To the fullest extent permitted by law, the SSPM shall indemnify, defend and hold harmless the Client and its officers, directors, members, employees and agents from any and all claims, suits, actions, demands, judgments, court costs, attorney fees, and expenses for damages or injuries to person (including loss of life) and property occurring on or about the Pool or the Pool area and arising in whole or in part through or on account of any act of negligence or intentional act or omission by SSPM or its agents or employees.

## **EXHIBITS**

**Exhibit "A"** - Fee Schedule

**Exhibit "B"** - Pool Schedule, Hours of Operation, Staffing and Pool Parties

**EXHIBIT "A"**  
Proposed Fees and Payment Schedule

**CITY OF MASON**

**April 1, 2015**  
**Through**  
**October 1, 2015**

<b>Month</b>	<b>Pool Management</b>	<b>Monthly Total</b>
<b>January</b>		
<b>February</b>		
<b>March</b>		
<b>April</b>	\$ 5,000.00	\$ 5,000.00
<b>May</b>	\$ 15,500.00	\$ 15,500.00
<b>June</b>	\$ 40,000.00	\$ 40,000.00
<b>July</b>	\$ 40,000.00	\$ 40,000.00
<b>August</b>	\$ 36,500.00	\$ 36,500.00
<b>September</b>	\$ 10,000.00	\$ 10,000.00
<b>October</b>		
<b>November</b>		
<b>TOTAL</b>	<b>\$147,000.00</b>	<b>\$147,000.00</b>

## **EXHIBIT "B"**

### **Pool Schedule, Hours of Operation, Staffing and Pool Parties**

**May 23, 2015 through September 7, 2015**

#### **Lou Eves Municipal Pool (Outdoor Pools)**

**Dates of operation:** May 23-25; May 30-31; June 6-August 16; August 22-23; August 29-30, September 5-7. The Mason Water Mocs will run evening practices (3-7 pm) starting on the Tuesday after Memorial Day – the last day of Mason City Schools.

#### **Hours of operation:**

Monday-Friday 5:30am-12:00pm (swim team/lessons),

12:00pm-8:00pm (members)

Saturday and Sunday 12:00 pm-8:00 pm

#### **Staffing:**

One (1) Pool manager or Assistant pool manager during all operating hours.

Monday through Friday:

5:30 am-9:00 am Three (3) lifeguards will be provided

9:00 am-11:00 am Four (4) lifeguards will be provided

11:00 am-8:00 pm Twelve (12) lifeguards will be provided

8:00 pm-9:00 pm Four (4) lifeguards will be provided

Saturday and Sunday:

11:00 am-8:00 pm Twelve (12) lifeguards will be provided

8:00 pm-9:00 pm Four (4) lifeguards will be provided Lifeguards will setup the pool starting at 11:00 am each day and then stay until 9:00 pm for cleaning, per the staffing numbers specified above.

Swim Teams use of the Lou Eves Municipal Pool ends the last week in July. Beginning in August until the pool closes the Company would not need to provide lifeguards until 11:00 a.m., unless a special event or activity is scheduled at the facility-for which the Company would receive prior notice of this alteration to the schedule.

#### **After Hours Pool Party Fee Schedule/Structure**

Pool parties will be provided by SSPM's lifeguards for Client and Client shall have the exclusive right to host and provide Pool parties at the Pool during the Term of this Agreement. All SSPM insurance shall apply to Pool parties.

The current rate for Pool parties is \$20.00 per hour per lifeguard and \$25.00 per hour per supervisor.

**SPECIAL EVENTS AND PROGRAMS INCLUDED FOR SUMMER OF 2015:**

- **July 4<sup>th</sup> Pool Party** – Cool off after the festivities and join us at the pool for Family Games and Prizes. SSPM to provide the prizes and FUN! Activities from 1:00 pm to 4:00 pm.
- **City of Mason Employee Party** - SSPM to provide games, prizes and FUN! Activities for the whole Family!
- **Premier Membership Pool Party**
- **Summer Camps**
- **Manta Ray Swim Team**
- **Master Swimming Team**
- **Water Moccasins Summer Swim Team**

**Additional Events and Programs:** These events and programs can be offered at the option of the City of Mason:

- **Luxottica Corporate Team Building Appreciation Party**
- **Park Foundation Triathlon**
- **Water Moccasins Practice while school is still in session**
- **Diving Lesson Program**
- **Dog Day at the Pool**
- **Youth Water Safety Day**
- **Scuba Demonstration/classes**
- **Labor Day Family Cookout**
- **Ice Cream Sunday**
- **Underwater Hockey**
- **Other ideas of The City of Mason**

Organization and implementation of any additional special events or programs will be handled by SSPM with the approval and direction of the City of Mason. Any additional cost borne or profits made from these events or programs are not included in this RFP and will be the responsibility of the City of Mason.

## **Section four – Corporate experience and capacity**

SwimSafe Pool Management, Inc. is locally owned and operated by Cary Belyea, who is the active President and CEO of the company. The company was incorporated in the State of Ohio in September of 2005. No corporate expansion will be required to deliver services to the City of Mason.

### **SSPM EXPERIENCE**

Our President Cary Belyea has over 25 years experience in aquatics and management. As President of SSPM Cary was responsible for starting the company in 2005 and successfully growing to a financially sound company that has **retained nearly 100 percent** of its customers to date. Other experiences include:

#### **SwimSafe Pool Management:**

- A locally owned and operated Cincinnati, Ohio business
- Named as one of the 2012 & 2014 Fastest 55 growing companies in Cincinnati
- 11 Full Time year round management staff members
- 700 seasonal staff members – 600 Certified Lifeguards
- 1 Certified Pool Operator Instructor (CPOI) on staff
- Full time Construction and Repair Services
- 1 Master Pool Technician on staff
- 12 StarGuard Certified Lifeguard Instructors (LGI) on staff
- 15 Certified Pool Operators (CPO) on staff

#### **Cary Belyea:**

- Speaker at the 2013 OPRA Conference “**After The Emergency Action Plan: Best Practices**”
- Professional Pool Operators of America (PPOA) member
- Speaker at CAI swimming pool education program
- American Red Cross safety committee
- Cincinnati Pool Operators Association
- Center for Creative Leadership Graduate
- Greater Cincinnati Chamber of Commerce
- 1995 ASCA age group swim coach of the year
- Volunteer Lakota Special Olympics Swimming Coach

## Section five - Personnel

Cary Belyea, SSPM President, will be heavily involved in the operation of the City of Mason Pool. Cary is a Certified Pool Operator Instructor (CPOI) and has over 25 years of experience in pool management. He will make weekly visits to the City of Mason Pools.

SSPM will assign an experienced **Regional Supervisor** to the City of Mason pool, who will be on-site a minimum of five (5) visits per week, to insure the performance of the staff. SSPM will be available 24/7 for emergency response. Our Supervisors and management personnel are all Certified Pool Operators (CPO).

We will also employ a **Director of Aquatic Safety** for the City of Mason, this person will be a full time year round staff member, spending a minimum of 40 hours per week on-site. This person is a Certified Pool Operator (CPO), StarGuard Lifeguard Instructor (LGI), Water Safety instructor Teacher (WSIT), and has several years of pool management, safety training and customer service experience.

All lifeguards employed by SSPM shall have current American Red Cross and/or StarGuard Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates or equivalents. On-site supervisors, pool managers and assistant pool managers will be CPO certified.

### **Staffing:**

SSPM shall maintain a work force of sufficient size to handle the contract, and **meet the required Department of Health minimum lifeguard standards**, including reserve personnel to fill vacancies during absences because of illness, vacations and holidays. SwimSafe currently employs 11 Full Time year round management staff members, 700 seasonal staff members, including 600 Certified Lifeguards as well as 12 Certified Lifeguard Instructors (LGI). One of our full time staff members, Human Resources Manager, is dedicated to the hiring of our Lifeguard and Pool Management staff. In the spring of 2014, we attracted 900 Applications for the 700 positions filled. Our unique Lifeguard recruiting and referral program insures that your pool will always be adequately staffed. In addition, SwimSafe LGI's teach several Lifeguard classes each year, certifying 1000's of local Lifeguards.

**Complaint Resolution Procedure:** Should a complaint be made concerning the conduct of SSPM or its employees, by persons using the pool. SSPM shall follow the following steps:

- 1) The Pool Manager is to make the Regional Supervisor and SSPM

President, Cary Belyea aware of any complaints from persons using the pool, and immediately write down all known information about the complaint.

- 2) SSPM management will contact the designated City of Mason representative to communicate the nature of the complaint.
- 3) After consulting with the City's representative, SSPM will address the complaint with all parties involved.
- 4) If the complaint cannot be satisfactorily resolved, SSPM may remove the employee from his or her position at the pool.

The City of Mason shall have authority to request that the SSPM resolve any dispute which arises concerning employee conduct or request that SSPM remove an employee from his or her position at the City of Mason community pools if a dispute is not adequately resolved to the satisfaction of the City of Mason.

### **INCLEMENT OUTDOOR WEATHER**

On days with inclement weather, SSPM will keep an appropriate level of personnel on site should the weather become suitable for swimming. If the weather is still unsuitable for swimming at 6:00 pm the pool may be closed with notification and approval from the City of Mason's designated representative. Below is our personnel policy on inclement weather:

#### **SSPM Inclement Weather/Low Pool Attendance Policy**

The following policy will be in effect when attendance at the pool is low due to inclement weather or other factors:

1. Arrive for work as scheduled unless your manager calls and tells you not to come in.
2. If attendance at the pool is low due to temporary closing (i.e. thunder, feces in the pool), unfavorable weather, inclement weather or other factors:
  - The manager will assign you various tasks (i.e. safety review, cleaning duties, projects, etc) to complete.
  - After your work is completed the manager may ask for volunteers to clock out and be relieved of their duties for the day.
  - If there are no volunteers, the manager will ask specific individuals to clock out and be relieved of their duties for the day.

- To be fair to everyone, the manager will keep a list of employees who have “volunteered”, been “called off”, or “asked” to go home and rotate the staff accordingly.
- Please do not call the office every few minutes asking to leave. Your Supervisor or manager will contact you when you are free to leave.
- All personnel will be on call during their scheduled hours for that day. Leave a message with the office where you can be reached and get to your pool within 30 minutes.

The manager on duty and the SSPM office will determine the appropriate level of staffing for the above circumstances with consideration given to the time of the day, weather forecasts, and other factors that may affect potential attendance at the pool. Safety at the facility will always be the first Priority.

## Section Six – References

SwimSafe Pool Management, Inc.  
107 Commerce Blvd  
Loveland, OH 45140

Phone: 513-755-7075  
Mobile: 513-505-0938  
Fax: 513-331-7798  
E-mail: [cary@swimsafepool.com](mailto:cary@swimsafepool.com)

Contact: Cary Belyea, President

**David Nichols, Recreation Director, *Village of Evendale*, 513-563-2247, [david.nichols@evendaleohio.org](mailto:david.nichols@evendaleohio.org)  
10500 Reading Road, Evendale, OH 45241**

- Provided complete pool management services for Village of Evendale municipal pool since 2006.

**Julie Machon, Recreation Coordinator, *City of Montgomery*, 513-792-8316, [jmachon@ci.montgomery.oh.us](mailto:jmachon@ci.montgomery.oh.us)  
10101 Montgomery Road, Cincinnati, OH 45242**

- Provided complete pool management services for City of Montgomery municipal pool and concessions since 2011.

**Evonne Kovach, Municipal Manager, *Village of Greenhills*, 513-240-8103, [ekovach@greenhillsohio.org](mailto:ekovach@greenhillsohio.org)  
11000 Winton road, Cincinnati, OH 45218**

- Provided complete pool management services including concessions since 2012.

**Kari Geiser, Human Resources Director, *City of Mason*, 513-229-8510, [kgeiser@masonohio.org](mailto:kgeiser@masonohio.org)  
6000 Mason-Montgomery Road, Mason, Ohio 45040**

- Provided complete pool management services for Lou Eves Municipal Pool for the summer of 2013 and 2014. Full Management of Indoor Aquatic Center since September 2014.

**Chris McDowell, Former President, *Mt Lookout Swim Club*, 513-378-7657, [Christopher.mcdowell@dinsmore.com](mailto:Christopher.mcdowell@dinsmore.com)  
3605 Totten, Cincinnati, OH 45208**

- Provided complete pool management services, including concession and tennis since 2006.

## **Section Seven – Acceptance of Conditions**

There are no exceptions to the general terms and conditions of the bid documents and to insurance or other requirements listed.

## **Section Eight – Additional Data**

### **Our Mission . . .**

SwimSafe Pool Management was founded upon three guiding principles: safety, cleanliness and customer service. We will strive to provide the highest level of safety in the industry. To achieve this objective, **we create a rewarding work experience for our employees.** In turn, our customers receive superior service from courteous employees who take pride in the safety and appearance of the facility where they work.

### **What we do for our Employees . . .**

SSPM prides itself in creating a rewarding work experience for our employees. To start, we offer flexible schedules, extensive training in Lifeguarding, First Aid, and Customer Service, Great Pay and a Bonus. In addition, we offer raises for continuing education, lifeguard of the week and pool of the month awards.

#### **End-of-the-season "employee" performance bonus program:**

All certified personnel will have the opportunity to receive a performance bonus for the current summer swim season. To earn the bonus, an employee must successfully complete the following:

- 1) Employee to receive a positive performance review from pool manager and/or supervisor.
- 2) Employee to attend and successfully complete all safety reviews of lifeguarding knowledge and skills.
- 3) Employee to adhere to agreed upon work schedule and finish the summer swim season to agreed upon date.

The performance bonus will be \$.25 for each lifeguarding hour worked for lifeguards, \$.35 per hour for assistant managers, and \$.50 per hour for managers. Bonuses to be paid by the end of October of current year.

#### **Re-hiring Pay Rate Policy:**

Employees who receive a performance bonus and are re-hired at the same position for the following swim season will receive a raise.

Employees who are re-hired at a new position will receive appropriate raise

to match new responsibilities.

**Raises for continuing education:** Any employee who earns a WSI certificate, LGI certificate, CPO certificate, AFT certificate or continuing education that aids or improves the City of Mason Pool operation will be eligible for a raise of \$.50 or more per hour.

#### **Hiring Process:**

- **Interview** – All potential employees will be interviewed to determine qualifications and aptitude for specific positions.
- **Letter of Recommendation** – All employees are required to bring a letter of recommendation to their interview.
- **Reference Checks** – References are required and checked by SSPM.
- **Background Checks** – Are required for employees 18 years or older.
- **Certification Checks** – Copies of certifications will be kept on-site at the City of Mason Pool and SSPM office. Certifications will be verified through Certifying entity (i.e. American Red Cross). All certifications will be entered into a database and audited throughout the year.
- **Employee Manual:** Each SSPM Employee will receive an Employee manual with written personnel policies governing behavior, substance abuse and relations with persons using the pool.
- **Employee Manual** – The manual must be read and knowledge of understanding demonstrated before hiring.

#### **Employee Training:**

- **General Staff Training** – All Lifeguards and Pool Managers will go through a General Staff Training which covers Pool Safety, Employee Policies & Rights, labor laws, OSHA, Cleaning Bathrooms, Customer Service, etc. This training is administered online and must be passed with a 100% score before work begins.
- **On-Site Staff Training** – This training will allow employees to go over the specifics of the Mason Municipal Pool, which includes specific Emergency Action Plans, Pool Rules, Clock-in procedure as well as an opportunity to begin working as a Team. This training is run monthly.
- **On-Site Safety Audits** – Specific emergency situations are practiced as individual and as a Team at these trainings.
- **Online Safety Review** – Test Lifeguards knowledge and skills twice per month, notifications for re-training, if needed. Reminder and sharpening of skills.
- **Pool Manager/Supervisor Training** – An extensive training program that teaches in-depth safety, MSDS, OSHA guidelines, “How to be a Good Leader” at the Pool, and the CPO course.
- **Employee Evaluations** – Completed by the Pool Manager/Supervisor

quarterly to give employees constructive criticism on how they can improve!

**Lifeguard Certification & Renewal Courses:** Lifeguarding, CPR for the Professional Rescuer and First Aid courses will be offered by SSPM for any employee who wants to become certified or needs to renew their certifications. Community outreach programs will be available to the City of Mason and City staff members as requested, at no charge to the City of Mason.

**Newsletter:** An employee newsletter will be distributed during each pay period to further communicate with the staff. Awards, education and opportunities will be published in the newsletter.

**Employee Incentives:**

- **Pool of the Month – SwimSafe** staff and party provided by SSPM. Mason won this award in June of 2013!
- **Lifeguard of the Month** – .20 cent raise and recognition.
- **Cincinnati/Dayton Lifeguard Competition** – Our staff competes each summer and have consistently placed in the top 3 locally and on the State level. No other Pool Management Company is even close! Mason competed through SwimSafe in 2013!
- **Swimming Lesson Teachers** – Get paid 1.5 times pay rate.
- **End-of-Season Bonus-** For doing a Great Job!
- **Continuing Education Raises!**

**The SwimSafe Difference:** Our management service is predicated on "Quality, not quantity." We are a family owned company that provides its customers with **reasonable pricing** while maintaining our growth so we can work with you on a "**one to one**" basis. We believe in providing friendly, personalized service that is tailored to the specific needs of our customers.





**Request for Proposals:  
Lifeguarding and Lifeguard  
Supervision Services  
2014 - 2015**

**City of Mason  
6000 Mason Montgomery Road  
Mason, OH 45040  
(513) 229-8510**

[www.ImagineMason.org](http://www.ImagineMason.org)



**CITY OF MASON OHIO**

*more than you imagine.*

# **REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION OF THE CITY OF MASON AQUATIC FACILITIES**

## **SCOPE OF SERVICES**

The intent of this RFP is to provide labor, supervision, administration and insurances on all services and employees for the efficient and economical lifeguarding operations of the City of Mason's aquatic facilities. Services that would generally include but not be limited to are outlined below under Scope of Services.

In the information provided below the term "Company" shall refer to the Contractor and "City" refers to the City of Mason.

## **BACKGROUND**

The City of Mason owns and operates three aquatic facilities. The Leisure Pool and Competition Pool are located within the Mason Community Center at 6050 Mason Montgomery Road and the third facility, Lou Eves Municipal Pool is an outdoor seasonal facility located at 6249 Mason Montgomery Road.

Lou Eves Municipal Pool was constructed in 1995, with the summer of 1996 being its first year of operation. The facility includes a main swimming area of approximately 13,700 square feet, kiddie pool at approximately 1,000 square feet, a bathhouse with lockers on one side and a concession area, check-in desk, manager's office and lifeguard room. Additional features at the pool include: diving board and climbing wall, eight 25-meter racing lanes, zero depth entry, water mushroom, tot pool, grass beach, playground, 150-foot water slide, shade shelters, volleyball court and a playground and approximately 200 chairs.

There were approximately 6,000 visits to the Lou Eves Municipal Pool during the month of June 2013.

The Leisure Pool and Competition Pool were constructed in 2003 with the original opening of the Community Center. The Leisure Pool is designed to provide a fun, interactive environment for family activity. Visitors enjoy the water playground, zero-depth entry, spray geysers, lazy river/vortex, tot slide, and a twisting, three-story water flume slide. The leisure pool also features three lap lanes for program and recreational use. The City's SwimAmerica swim lesson program uses the Leisure Pool. Included in the Leisure Pool is a 5,900-gallon whirlpool. Swimming area of the Leisure Pool is approximately 7,000 square feet. The Competition Pool is a 25-meter by 25-yard pool, designed for competitive, lap, and recreational swimming as well as swim instruction and a variety of other aquatic programs. A shared facility with the Mason school district, the competition pool features two one-meter diving boards, a moveable floor for programming flexibility, and bleacher seating for approximately 800 spectators. In addition to open swim hours, there are designated lap and fitness swim times. Lanes may be designated in either pool and availability may vary depending on programming. Swimming area of the Competition Pool is approximately 6,150 square feet.

There are approximately 30,000 visits to the Community Center on a monthly basis. The SwimAmerica program has over 800 participants.

The following is intended to provide information for use in submitting a proposal for requested services.

# OPERATING HOURS OF EACH FACILITY

## COMMUNITY CENTER LEISURE POOL

**Dates of operation:** Seven days a week, Sunday through Saturday

**Hours of operation:**

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;

Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

**Pool remain open for normal operating hours**

MLK Day

President's Day

**Pool typically closes 1 week per year in August for routine maintenance.**

**See attached schedule for the Community Center's Holiday hours.**

**Leisure pool Schedule:**

Swim Academy Group lessons M&W 5:00 pm to 6:30 pm; T&TH 5:30 pm to 7:00 pm; Sat 9:00 am to 11:30 am

Fall session 9/8/14 to 10/18/14

Winter session I - 11/3/14 to 12/20/14 Off the week of Thanksgiving

Winter session II - 1/5/15 to 2/14/15 (Tentative)

Spring session I - (tentative) 2/16/15 to 3/28/15

Spring session II - (tentative) 4/6/15 to 5/9/15

**Daytime lesson hours**

Mondays 9:30am -10:30 am

Tuesdays and Thursdays 1:15 pm-2:15pm

Should not need additional staff to cover as long as Company is staffing with the minimum number of guards indicated below

(Schedules are subject to change. The City will provide the contractor advance notice of any changes. The contractor will agree to work with the City to accommodate changes in pool schedules.)

**Current Staffing:**

Leisure pool should have at minimum 1 lifeguard in the chair by code

Leisure pool should have at minimum 3 lifeguards in the chair during evening group lessons

During the School Year

Monday through Friday staffing numbers during the school year

5:30 am to 4:00 pm (4 to 5 guards plus supervisor)

4:00 pm to 9:00 pm (7 to 8 guards plus supervisor)

9:00 pm to 10:00 pm (3 to 4 guards plus supervisor)

Saturday 7:00 am to 9:00 am (3 to 4 guards plus supervisor)

9:00 am to 8:00 pm (6 to 8 guards plus supervisor)

Sunday 7:00 a.m. to 10:00 a.m. (4 guards plus supervisor)

10:00 a.m. to close (7 to 8 guards plus supervisor)

Summer Schedule

Monday through Friday staffing numbers during summer hours

5:30 am to 7:00 am (3 to 4 guards plus supervisor)

7:00 am to 9:00 am (4 to 5 guards plus supervisor)

9:00 am to 8:00 pm (6 to 8 guards plus supervisor)

8:00 pm to 10:00 pm (4 to 5 guards plus supervisor)

Saturday and Sunday 7:00 am to 8:00 pm (6 to 8 guards plus supervisor)

## COMMUNITY CENTER COMPETITION POOL

Rentals or events such as swim meets/water polo matches usually need 2 to 3 guards.

**Dates of operation:** Seven days a week, Sunday through Saturday

**Holidays that competition pool is open for limited use (typically 7am to noon)**

Christmas Eve  
New Years Eve  
Memorial Day  
4th of July  
Labor Day

**Pool remains open for normal operating hours**

MLK Day  
President's Day

**See Attached Holiday Hour Schedule**

**Pool typically closes 1 week per year in August for routine maintenance.**

**Hours of operation:**

Monday through Thursday 5:30 am to 10:00 pm; Friday 5:30 am to 9:00 pm;  
Saturday 7:00 am to 8:00 pm; Sunday 7:00 am to 8:00 pm

**Competition pool schedule:**

**August 5 August 20**

High school water polo Monday through Friday 8:00-11:00 am (Aug 59LEMP)

**August 18 October 26**

High school water polo 2:30 to 5:00 pm Monday through Friday; Manta Rays 3:30 to 09:00 pm Monday through Friday (Begins Sept. 2); Saturday 7am to 3:00 pm. Company will be given final practice/game/meet schedules and will be notified prior to any changes to schedule.

**October 27 December 21**

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 to 6:00p W 1:30 to 4:00p S 7 to 9am  
Manta Rays T/TH 5:30 to 7:00am; 3:45 to 9:00p; S 7:00am to 2:15p

**December 22 January 4**

High School swim team Monday through Friday 8:00am to 12:00 pm and 3:00 pm to 5:00 pm; S 7:00 am to 9:00 am  
Manta Rays Monday through Friday 6:00am to 7:45pm; S 7am to 2:15pm

**January 5 February 19**

High school swim team MWF 5:30 to 7:00 am; MTTHF 2:30 pm to 6:00pm ; W 1:30 pm to 4:00p S 7:00 to 9am  
Manta Rays T/TH 5:30 to 7:00am; Monday through Friday 3:45 pm to 9:00p; S 7:00am to 2:15pm

**February 19 June 7 (tentative)**

Manta Rays Monday through Friday 2:30 pm to 9:00 pm and Saturday 7:00am to 1:30pm  
No practices last week of March and first week of April

**June 7 July 16 (tentative)**

Manta Rays M,W,TH, F 6:00am to 8:30 pm; T 7:30am to 5:00pm; S 7:00 to 11:15 am

**July 17 July 30 (tentative)**

Manta Rays 8:00 am to 11:30 am Monday through Friday

**July 31 August 1**

Manta Rays 9:00 am to 10:30 am Monday through Friday

**Dates for water polo matches (\* denotes time needed outside normal operating hours)**

8/29-30\*, 9/2, 9/9, 9/16, 10/7, 10/17-18\*

**Manta Rays Invitational (\* denotes time needed outside normal operating hours)**

10/11/14\* early morning

11/7/14, 11/8/14\*, 11/9/14\* early morning

12/21/14\*

2/19/15\* late evening, 2/20/15\* late evening, 2/21/15\* early morning, 2/22/15\* early morning

**High school swim meets (\* denotes time needed outside normal operating hours)**

- 12/6/14\* early morning and late evening
- 1/17 & 1/18/15 \*early morning
- 2/6/15 \*late evening
- 2/7/15 \*early morning
- 2/13/15 \*late evening
- 2/14/15 \*early morning

**Staffing:** Competition pool should have at minimum 2 lifeguards in the chair when the entire pool is in use.

**LOU EVES MUNICIPAL POOL:**

**Dates of operation 2015:** May 23-25; May 30-; June 6-August 16; August 22-23; August 29-30; September 5-7 (tentative). The Mason Water Mocs will run evening practices (3-7 pm) starting on the Tuesday after Memorial Day-the last day of Mason City Schools.

**Hours of operation:**

Monday-Friday 5:30 am-12:00 pm (swim team/lessons), 12:00 pm-8:00 pm (members)  
Saturday and Sunday 12:00 pm-8:00 pm

**Staffing:**

One (1) Pool manager or Assistant pool manager during all operating hours.

Monday through Friday:

- 5:30 am-9:00 am Three (3) lifeguards will be provided
- 9:00 am-11:00 am Four (4) lifeguards will be provided
- 11:00 am-8:00 pm Twelve (12) lifeguards will be provided
- 8:00 pm-9:00 pm Four (4) lifeguards will be provided

Saturday and Sunday:

- 11:00 am-8:00 pm Twelve (12) lifeguards will be provided
- 8:00 pm-9:00 pm Four (4) lifeguards will be provided
- Lifeguards will setup the pool starting at 11:00 am each day and then stay until 9:00 pm for cleaning, per the staffing numbers specified above.

Swim Teams use of the Lou Eves Municipal Pool ends the last week in July. Beginning in August until the pool closes the Company would not need to provide lifeguards until 11:00 a.m., unless a special event or activity is scheduled at the facility-for which the Company would receive prior notice of this alteration to the schedule.

Examples of events hosted/activities at the Lou Eves Municipal Pool have included:

	Approximate Participants
Premier Membership Pool Party	250
Luxottica Corporate Team Building Appreciation Party	1,500
Employee Party	Up to 1,000
Park Foundation Triathlon	60
Summer Camps (every morning Monday-Thursday)	100
Typically held from 6:00 a.m. – 12:00 p.m. Monday-Friday	
Manta Ray Swim Team	20
Master Swimming Team	25
Water Moccasins	220

These events may or may not occur in future years. In addition the Lou Eves Pool is available to rent from outside groups and organizations. Many of these would be after normal operating hours. The City will provide as much notification as possible to the Contractor when a rental is requested.

### **PREPARATION OF PROPOSAL**

The Proposals must be signed with ink by the individual, by one or more members of the partnership, by one or more member or officer of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the Company legally qualified and acceptable to the City. If the Proposal is made by an individual, his name and business address must be shown; by a partnership, the name and business address of each partnership member must be shown; as a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officials must be shown.

Anyone signing a proposal as agent must file with the contract legal evidence of his authority to do so.

### **INQUIRIES**

All inquiries concerning this Request for Proposal, the facilities involved or specifications should be directed to:

Chrissy Avery  
Parks and Recreation Director  
6000 Mason- Montgomery Road  
Mason, Ohio 45040  
Email [cavery@masonoh.org](mailto:cavery@masonoh.org)  
Phone (513) 229-8555  
Fax (513) 229-8556  
[www.imaginemason.org](http://www.imaginemason.org)

### **COMPANY'S RESPONSIBILITIES**

All Companies are responsible for being thoroughly familiar with all provisions of this Request for Proposal, the facilities involved and the specifications contained herein. The failure of the Company to do the foregoing does not relieve the Company from any obligation with respect to the Proposal submitted.

All Companies or persons considering the submission of a proposal are obligated to provide the person authorized to receive the Proposal with their current address, telephone number and facsimile number upon receipt of this Request for Proposal.

### **DELIVERY OF PROPOSAL**

The Proposal shall be placed in a sealed envelope so marked as to indicate the identity of the project and the name and address of the Company. If forwarded by mail said envelope shall then be placed in another envelope, which shall be sealed and addressed as indicated in the proposal. **Proposals will be received until 4:00 p.m. local time, on August 28, 2014.** Proposals should be submitted to:

Chrissy Avery  
Parks and Recreation Director  
6000 Mason- Montgomery Road  
Mason, Ohio 45040

Proposals received after the time for the opening will be returned to the Company unopened.

## **EVALUATION CRITERIA**

The purpose of this Request for Proposal is to indicate certain minimum requirements. It is intended that the City will select the Company's proposal which best meets its anticipated needs. The City reserves the right to select none of the proposals, a proposal for 1, 2 or 3 of the City's pools. In making the award of any contract, the City's evaluation of the best proposal will include but will not be limited to, the following criteria:

- Overall responsiveness, viability and completeness of the Proposal as well as the likelihood that, in the City's discretion, the Proposal best meets or exceeds the City's specifications
- The Company's demonstrated experience with similar operations and references
- The Company's proposal cost in relation to services provided  
The City may select a proposal for services based upon 1, 2 or 3 pools. The City has requested per hour service costs for special events or other activities that the City enters into that have not been fully outlined in the information above. For example: In 2014 a local organization contracts with the City for use of the Lou Eves Pool. Per hour cost for guards and supervisor would be included as part of the fee to the organization for use of the pool.
- Positive references to past performance of Company in similar contract environment
- Any other factors considered relevant by the City and demonstrated by the proposal or investigation by the City

## **AWARD OF CONTRACT**

The award of Contract, if it is to be awarded, will be made to the best overall Company whose proposal complies with all requirements prescribed. In no case will an award be made until all necessary investigations are made as to the responsibility of the Company to whom it is proposed to award the Contract. The successful Company will be notified by letter mailed to the address as shown on its proposal that its proposal has been accepted and that it has been awarded the Contract.

The City reserves the right to reject any or all parts of this Proposal.

The City reserves the right to require the Company to present satisfactory evidence that it has been regularly engaged, as either primary or manager in the business of work similar to that proposed herein; to require the Company to present satisfactory evidence that it is fully prepared with the necessary personnel, capital, material, machinery, and equipment to conduct the work to be contracted for to the satisfaction of the City; and to begin promptly when so ordered.

## **EXECUTION OF THE CONTRACT**

The Contract shall be signed by the successful Company and returned together with the Contract Documents within ten (10) days after Company has received notice that the Contract has been awarded. Failure to do so will constitute grounds for the City to consider another Company. No proposal shall be considered binding upon the City until the execution of the Contract. If the Contract is not executed by the City within 90 days following receipt from the Company of the required Contract Documents, the Company will have the right to withdraw its proposal without prejudice.

If the successful Company is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the Corporation bearing seal of the corporation, authorizing him/her to sign the Contract.

## **LAWS TO BE OBSERVED**

The Company shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

The Company agrees that in the hiring of employees for the performance of work under this contract, shall not by reasons of race, sex creed or color, discriminate against any person in the employment of labor or workers, who is qualified and available to perform the work to which the employment relates.

### **INDEMNIFICATION FROM GENERAL LIABILITY**

The Company agrees to protect, defend, indemnify and hold harmless the City of Mason and its elective and administrative officers, employees and agents from and against any and all claims suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of Company and its employees, its officers, agents or independent successful companies in the performance of its contractual responsibilities. The Company agrees to indemnify the City and its officers, employees and agents against any judgment (including attorneys' fees), award, or amount paid in settlement, applicable court costs and witness fees arising from such claim, suit demand or action. In the event that Company fails to defend the City and its officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and the Company shall pay all costs for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligation of the parties under this paragraph shall survive the expiration or termination of this Agreement for any reason.

### **INSURANCE/LIABILITY**

The Company shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that its workers are covered by Workers' Compensation. If the Company is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the City of Mason.

The Company shall carry and keep in full force during the performance of this Agreement comprehensive general liability insurance, including public liability insurance and property damage insurance, in the minimum amount one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate, with "The City of Mason" named as an additional insured party. Please see the language below that needs to appear on the certificate:

"The following are Additional Insureds: The City of Mason, Ohio, its elected and appointed officials, all employees, agents, volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess."

The Company shall furnish to the City, a Certificate of Insurance certifying the type and minimum amounts of insurance. Said Certificate shall include a Notice of Cancellation clause with notification being sent thirty (30) days before cancellation. Cancellation of Insurance will constitute a default, which, if not remedied within the thirty (30) day notification period, shall be cause for termination of the Contract.

### **TERMS OF CONTRACT**

Performance under this proposal shall commence on October 2, 2013 and shall terminate on October 1, 2014 unless otherwise agreed to by both parties.

### **LIQUIDATED DAMAGES**

As damages may be difficult to determine, in the event that the Company breaches this contract the amount of five hundred dollars (\$500) shall be assessed against operation as liquidated damages and not as a penalty for each day that the pool is not available for use by the City or persons permitted by the City to use pool or each day that the Company is in breach or default of this agreement.

### **TERMINATION**

The City shall have the right to cancel this Proposal/Contract based on Company's non-performance of duties and responsibilities as follows:

The City shall notify the Company by email or by phone of any problem regarding performance as detailed in the Proposal. The Company shall have five (5) business days of notification to remedy stated violation of Proposal/Contract (the "Remedy Period") and unless emergency circumstances require a remedy sooner than five (5) business days, in which case the Remedy Period may be shortened as set forth in the City's notice.

If the Company fails to remedy the violation within the "Remedy Period" as detailed in this Proposal, the City may then cancel this Proposal/Contract by providing the Company written notice of cancellation via certified mail, within ten (10) days of the end of the remedy period. This Proposal/Contract shall then terminate five (5) days after the receipt thereof by the Company. (the "Termination Date")

City shall be entitled to liquidated damages should contract be canceled based on Company's non-performance of duties and responsibilities as outlined under this section.

### **PAYMENTS**

The City agrees to pay the Company in accordance with the Contract Documents. The Company must submit to the City of Mason, monthly, a numbered invoice(s) specifying:

- The dates of service;
- The service rendered and supporting documentation; and,
- Any purchase of materials, supplies or equipment eligible for reimbursement by the City.

Payment will result from this monthly billing. Payment will be made within thirty (30) days of receipt of a proper invoice (including substantiating documentation).

## **SCOPE OF WORK**

### **ACCESS AND UTILITIES**

The City will permit and maintain free access to the pool site and, upon signing the Contract, the City will provide access to the Company to open any and all locks required to provide responsibilities outlined in the proposal. Company shall keep and safeguard access and release access only to authorized personnel. Access shall be returned to the City upon conclusion of the contract or in the event of termination of this Contract.

Upon signing the Contract the City and Company will establish meeting dates and times to introduce supervisors/staff and provide training for the transition of duties as outlined in the below Scope of Work.

The City further agrees to furnish without cost to Company:

- Water and Sewer Services
- Gas and Electricity
- Garbage collection service from central dumpster on site

### **STAFFING**

The Company shall describe a plan for maintaining a work force of sufficient size to meet the required Department of Health minimum lifeguard standards, including reserve personnel to fill vacancies during absences because of illness, vacations and holidays. A pool manager or assistant pool manager shall be on duty at all times.

The City understands the need for lifeguard training and will make good faith effort to make available use of a pool and meeting space to facilitate the training of lifeguards on a monthly basis as long as the training does not impact operations of the Center. Coordination of the use of the pool and meeting room for the training will be through City representative. The Company agrees that opportunities to generate revenue for the Center from these training programs will be made available to the City.

At the Company's request the City agrees to send a letter to current City employees acknowledging the change in operations, notifying them of any opportunities for employment with the Company and providing contact information for the Company.

## **PERSONNEL**

All Company personnel who will work at the City's pool in fulfilling the terms of this Proposal all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Proposal.

The Company agrees to pay the following for Company's employees including all lifeguards:

- Wages
- Income Tax Withholdings (federal, state and local)
- Social Security Withholdings
- State Unemployment Insurance
- Federal Unemployment Insurance
- Workmen's Compensation Insurance

The Company shall be responsible for supervision of all personnel including any disciplinary action that may be necessary to address performance issues or behavior that is deemed unacceptable by the City. Company shall be responsible for the production and use of any necessary personnel handbooks, policies and procedures necessary to orient personnel to the operations of the pool and shall be responsible for ensuring that all policies, rules and regulations are adhered to by employees. A copy of such handbook or rules and regulations of employee conduct shall be provided to the City prior to opening of the pool. Company management personnel will be required to visit the pool at least four times each week to check performance of all personnel. The Company must propose a procedure to resolve complaints concerning the conduct of its employees by persons using the pool.

Personnel will be trained in all appropriate aspects of pool operation by the Company. All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR and First Aid. In addition, the Pool Manager and Assistant Pool Manager will have Certified Pool Operator's (CPO) certification and a minimum of two years' experience in pool management.

Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the City and minimum safety standards as established herein. The City agrees to support the Company's lifeguards in enforcing the rules with City's patrons.

The Company will provide appropriate uniforms for all pool personnel, which personnel will wear while on duty.

## **Leisure Pool, Spa & Competition Pool Daily Procedures**

The Company agrees to perform the following pre-opening functions as part of contract:

1. Provide lifeguards and supervisors for both pools as described in this RFP.
2. Lifeguards and lifeguard supervisors should not enter pump rooms unless upon the approval of City representative.

3. Respond to fecal incidents as required according to CDC standards and Warren County Health Department. Will notify City representative to gain access to chlorine.
4. Skim water surfaces to remove floating matter as necessary
5. Clean and maintain walls, gutter and skimmer of pools
6. Vacuum pools at least weekly, and more if needed
7. Clean pool, the pool deck and entire areas including empty trash containers and place trash in dumpsters as outlined by the City
8. Make regular checks of locker rooms closing locker doors, picking up litter, monitoring and notifying Manager on Duty (MOD) of any issues that may need to be addressed.
9. Complete Incident/Accident reports as required
10. Clean and main guardroom.
11. Maintain and store in their locations all safety and maintenance equipment
12. Organize and keep pool furniture clean and orderly
13. Enforce pool rules and regulations
14. Upon request, provide the City of Mason with training records and in-service training
15. Maintain documents and reports as required/requested.
16. Add Bicarbonate to Whirlpool/Spa as required. Chart will be posted.
17. Whirlpool/Spa will be cleaned the third Friday of every month beginning at noon. In any month that the third Friday of the month is a holiday the whirlpool/spa will be cleaned the second Friday of that month beginning at noon. The City will drain and restart the Whirlpool/Spa and the Company will clean.
18. Operate water quality and maintain pump rooms and all devices in accordance with SOP by the City of Mason Representatives.

### **Lou Eves Municipal Pool Procedures**

#### **Pre-Season Opening Procedures**

Company will be responsible for:

- Empty offices, clean and organize
- Empty wading pool filter room, clean and organize
- Clean all lounge chairs and setup
- Bleach and clean lifeguard chairs
- Rake playground sand
- Pressure wash pool deck and concessions area
- Install concession area umbrellas
- Install umbrellas in wading pool area
- Polish all stainless
- Clean climbing wall
- Parking lot pick up
- Vacuum pool
- Weed
- Clean pool enclosure area
- Inject all necessary chemicals to establish proper levels for:
  - Free chlorine
  - Total alkalinity
  - pH
  - Calcium hardness
  - Cyanuric acid
- Thoroughly clean bathhouse

City will be responsible for the following:

- Evaluation of playground equipment
- Install computer system, phones, printers
- Install lifeguard chairs
- Purchasing new sand if needed
- Check playground shower

- Test all bathhouse sinks/showers
- Inspect umbrellas and repair as needed
- Clean out drain boxes. Install drain covers
- Inspect all drain covers, make sure installed well
- Weed all areas
- Install all ladders and handrails and climbing wall
- Test pool vacuums, repair as needed
- Order all needed supplies
- Start up stereo and test
- Wax slide
- Clean and organize main pumphouse
- Put up Funbrellas
- Check diving board
- Check flagpoles
- Update bulletin board in front of pool
  - Inspect chemical feeders
  - Inspect all filtration equipment
  - Inspect flow meters, pressure gauges, and valves
  - Mount diving boards, guard chairs, ladders and starting blocks
  - Inspect and resupply water testing supplies
  - Remove wood window covers throughout building
  - Order and store all necessary chemicals to establish proper levels for:
    - Free chlorine
    - Total alkalinity
    - pH
    - Calcium hardness
    - Cyanuric acid
- Inventory first aid supplies
- Inventory cleaning supplies
- Inventory swim lesson & life jacket supplies
- Inventory safety supplies
  - Start up equipment
  - Clean gutters on building
  - Check building, parking lot, and outdoor pool lights (advise on need to replace light bulbs or fans)
  - Install slide canopy
  - Touch up painting on buildings and railings

The Company shall request a meeting with City's representative prior to opening day to discuss plans for the operation of the pool and any outstanding issues relative to the pool opening. This meeting shall include a walk through of the facility to inspect the pool area and supplies on materials on hand for operation. A training date for all staff shall be requested by the Company and include the City's representative prior to opening day to review process and expectations.

#### Daily Operating Procedures

- Life guarding the main pool in a professional, attentive and customer-oriented manner
- Maintaining a friendly, courteous atmosphere, while enforcing the city's pool rules for the safety, pleasure and convenience of the pool membership
- Enforce pool rules and regulations
- Checking water chemistry and recording readings every hour
- Any incident in which the pool must be closed for any period of time, City representative will be notify and details of the incident will be documented to include: date, time, description of incident. All required documents will be completed and forwarded to City representative.
- Maintaining chemical balance of pool water

- Check and record filter pressure gauge readings and flow meter readings daily, taking corrective measures as indicated
- Clean lint / hair trap
- Rake playground sand
- Keep pump room clear, organized and swept
- Backwashing filter system as needed
- Vacuuming pool daily
- Cleaning tiles around pool edges weekly, or more often, if needed
- Thoroughly cleaning bathhouse daily
- Checking, recording check of the bathhouse at least hourly for paper supplies, proper flushes, clean sinks, etc. and replenishing supplies as needed.
- Disinfecting water fountain daily and checking it hourly for cleanliness
- Thoroughly cleaning swimming pool area daily
- Clean, and dust equipment in concession area daily and disinfect counters daily
- Keep all sinks clean
- Picking up litter as it appears
- Pulling weeds from concrete, edges and planting beds as they appear
- Emptying trash daily or as needed placing trash in dumpsters
- Maintain water quality of the pools in accordance with all applicable governmental rules and regulations,
- Skim water surfaces to remove floating matter as necessary
- Clean and maintain walls, gutter and skimmer of pools
- Check pumps, strainers, and filters daily
- Clean and maintain guardroom, chemical room and pump rooms daily
- Maintain and store in their locations all safety and maintenance equipment
- Organize and keep pool furniture clean and orderly
- Check and record pump room gauge readings and flow meter readings daily and take corrective measures as indicated
- Upon request, provide the City of Mason with training records and in-service training
- Maintain documents and records as needed/requested
- Cleaning debris from ashtrays outside the bathhouse hourly
- Straightening deck furniture and cleaning as needed.

#### Closing (End of Season) Procedures

The pool will be considered closed to swimmers on the day after Labor Day and the Company will close the Lou Eves Municipal pool as soon after that date as Company deems possible.

The Company will complete the following services, where applicable:

- Take out lap lane and put back on reel
- Move lane line reels to pump house
- Bleach guard stands and chairs
- Organize cleaning supplies and place in hallway
- Bleach bathrooms
- Take down umbrellas and place in hallway
- Move lawn chairs and stack along side of bathhouse
- Bleach guard room
- Bleach diving boards
- Bleach trash cans, gray bins, stack and place outside pump house
- Place first aid kits, supplies and fanny packs in blue storage containers place in guardroom
- Place vacuums and power washer into guardroom
- Stack all blue trash cans in hallway
- Take rescue tubes, wooden backboard, chemical test kit to Community Center
- Fold Ping pong tables and place in pump house,

- Place pool table in pump house
- Place games at front desk (pool cues, pool balls, ping pong equipment, checkers) in plastic bin and store in office area
- Take down clock and place in hallway
- Remove all trash and place in dumpster
- Bleach concession stand tables and counter
- Place all supplies brooms, dustpans etc. in pump room
- Put up danger pool closed signs, by front desk and main pump room

The City will be responsible for the following:

- Turn main pumps back on just while you are working
- Clean off gray cart, putting equipment back in blue storage unit
- Take down computer in picture room
- Clean picture room out, sweep & unplug air conditioner
- Move starting blocks to picture room, stack them on top of each other (three high)
- Clean pump room
- Move benches to hallways
- Take down all guards chairs (white chair and swivel) and store in pump house, use a bucket to store all bolts and nuts
- Take down banners on lights, roll banners up and put in trash bag (store bag in managers office)
- Take down all signs (slide height sign, slide rules, 2 general rules sign, diving boards rule, and no food sign) and store in managers office (put screws in envelope and tape envelope to a sign)
- Bleach and move baby pool lifeguard chair into picture room
- Take down pavilions and fold them up and store on top of gray lockers by bathrooms
- Clean out lost and found, store hamper in guard room
- Bring money from safe to MCC
- Empty out safe and leave door open
- Pack up office supplies in managers office and front desk put away in drawers (leave desk clear)
- Rock wall gets taken down and stored in pump room
- Stereo gets boxed up and brought inside (boxes for stereo are on top of guard lockers)
- Take apart basketball net and store in picture room
- Bleach and take down diving boards
- Cover main and baby mushroom with tarps, use bungee to secure tarps
- Cover holes on top of slide
- Backwash baby and main pool
- AED and towel goes inside in the Aquatic office
- Take out money in lockers
- Take down all three flags
- Take down ropes (slide and diving well)
- Pump pool water to correct level
- Prepare pool and pool plumbing lines for freeze protection
- Add anti-freeze to appropriate fixtures
- Drain pumps and hair/lint strainer
- Backwash and drain filter tanks
- Open all valves to appropriate settings
- Remove and store skimmer parts
- Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool
- Clean chemical feeders
- Drain and store hoses
- Lubricate filter system valves
- Add winterization chemicals to pool
- Store all pool furniture

- Other duties as necessary for the closure of the pool
- Remove and store shower heads
- Store all registers, computers and camera covered and in main office

**AQUATIC OFFICE AND EQUIPMENT**

The City will make available the Aquatic Office for use by the Company as a shared space with the City. The Company agrees to keep the office clean and organized. The Company will provide their own equipment as necessary to perform operations as outlined in this RFP. The City will make available WiFi capabilities for use by the Company. The Company understands that the WiFi is a public system with no QOS (Quality of Service).

**INSPECTION**

Company management personnel will inspect the pool at least four times each week during the full-time operation of the pool to ensure proper management and operations, maintenance of facilities and equipment, and general cleanliness of all grounds and facilities. Additional inspections and/or visits to the pool will be made by Company’s management personnel as needed in order to assure City’s satisfaction.

**INCLEMENT WEATHER**

On days with inclement weather (including rain and cold), the Company shall keep an appropriate level of personnel on site in the event that the weather would become suitable for swimming. These personnel shall be expected to perform routine maintenance and cleaning duties during such times when swimmers are at a minimum. On such days, if the weather is still unsuitable for swimming at 6:00 p.m., the pool will be closed for the day. Notification of this decision must be reported to the City Recreation Director or representative prior to closing.

In the event of severe weather including tornado warnings and electrical storms, the Company shall have the right to close the pool early. If such weather is early in the day, however, and improves to the extent that pool members would be expecting to swim, management is expected to reopen the pool.

The Company will describe their procedure for determining when and how to maintain the appropriate level of staffing during inclement weather.

**WATER QUALITY**

The Company will be responsible taking water quality readings and reporting those readings to City representative for Competition, Leisure Pools and Whirlpool/Spa. The City will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers for the Competition, Leisure Pools and Whirlpool/Spa.

**Competition and Leisure Pools**

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chloramine levels for the Competition and Leisure Pools must be maintained at less than 1 ppm	

**Whirlpool/Spa**

Free Chlorine	2.0 to 5.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm

The Company will be responsible for maintaining the condition of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers.

## Lou Eves Municipal Pool

Free Chlorine	1.0 to 3.0 ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chlorine Stabilizer	less than 70 ppm

At no time will the water chemistry cause a failure of permission to operate the Lou Eves Municipal pool granted by the Warren County Health Department. In the event the local Health Department revokes permission to operate the Lou Eves Municipal pool due to poor water quality, the City shall be entitled to, in addition to liquidated damages for a breach of contract, a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Proposal).

If, in the discretion of the Company, it is determined that the water quality is insufficient to properly operate the pool, the Company shall have the right to close the pool for such period of time as shall be necessary to correct the water quality. Any such closing shall entitle the City to a refund in accordance with the formula stated above.

### **REPAIR WORK**

The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, the City shall have the option of performing the work themselves or using another contractor for repair work. All needed repair work will be communicated to the City in written format (i.e. email).

- Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to the City. Additionally, Company shall reimburse the City for volume of water lost as a result of error or negligence.
- For repair work or necessary equipment wherein the cost does not exceed \$75.00 the Company shall communicated the needed repairs to the City and perform the work, if possible, and bill the City. If the repair work is done by Company personnel not normally on duty, the labor rate shall be specified in Company's response to this proposal.
- Any work or equipment in excess of \$75.00 will be communicated to the City and the City will determine if the repairs will be performed by the Company, the City or another contractor. Any worked authorized by the City and performed by the Company will be billed to the City. Such work or equipment shall be provided only upon the authorization of the designated representative of the City.
- In the case of an emergency in which a City official was unable to be reached and in order to keep the pool operational during normal business hours or for a special event, the Company will send an e-mail to City representative and arrange for the emergency repair. The invoice for any such repairs shall be submitted directly to the City by the Company performing the work.

### **EMERGENCY CLOSING OF POOL**

The City and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of the Contract. Any Emergency Closing of Pool by Contractor shall be reported to the City's designated representative immediately upon discovery.

### **VANDALISM**

Any vandalism of City property shall be reported to the City's designated representative by Contractor immediately upon discovery.

## RESPONSE FORMAT

<u>Tab</u>	<u>Item</u>	
I.	<b><i>Title Page</i></b>	Each Proposal shall begin with a Title Page. It should display the words "PROPOSAL FOR LIFEGUARDING AND LIFEGUARD SUPERVISION FOR THE CITY OF MASON". It should also have the name of the company, and the name of the person authorized to obligate the company.
II.	<b><i>Table of Contents</i></b>	Each Proposal shall have a Table of Contents.
III.	<b><i>Management Summary</i></b>	Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
IV.	<b><i>Proposal</i></b>	Describe in detail how the service will be provided, paying particular attention to the areas where the City has requested detail, and a service contract fee(s).
V.	<b><i>Corporate experience and capacity</i></b>	Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
VI.	<b><i>Personnel</i></b>	Describe the numbers and qualifications of personnel to be on staff and the general services to be provided. Indicate the level of involvement by principals of the Company in the day-to-day operation of the contract.
VII.	<b><i>References</i></b>	Give at least three references for contracts of similar <b>size</b> and scope, including at least two references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible person.
VIII.	<b><i>Acceptance of conditions</i></b>	Indicate any exceptions to the general terms and conditions of the bid document and to insurance and/or any other requirements listed.
IX.	<b><i>Additional data</i></b>	Provide any additional information that will aid in evaluation of the response.

## **PROPOSAL**

### **AND LEGAL FORMS**

The following forms MUST BE COMPLETED and submitted with Contractor's response to those items referenced in the Required Response Format:

1. This Proposal Package shall be submitted for the Proposal
2. Company Information Sheet
3. Proposal
4. References
4. Certificate as to Interest
5. Personal Property Tax Affidavit

## COMPANY INFORMATION SHEET

**ATTENTION COMPANY:** Please complete this form and submit with it with completed proposal.  
(Please Print)

**COMPANY NAME:** \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**PROJECT CONTACT PERSON:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**HOME NUMBER:** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**PAGER NUMBER:** \_\_\_\_\_

# PROPOSAL

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the Contract Documents, and Specifications entitled:

## REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES FOR THE CITY OF MASON

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
  
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

DESCRIPTION	2014 COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$ _____
Total Cost to provide services for the Lou Eves Municipal Pool	\$ _____
Total Cost to provide services for all three pools.	\$ _____
Per Hour Cost of Services	Supervisor \$ _____ Per Guard \$ _____
Competition Pool	Supervisor \$ _____ Per Guard \$ _____
Leisure Pool	Supervisor \$ _____ Per Guard \$ _____
Lou Eves Municipal Pool	Supervisor \$ _____ Per Guard \$ _____
Cost per hour for personnel to perform repair work, if applicable	\$ _____
	\$ _____
	\$ _____
	\$ _____

DESCRIPTION	2015 COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$
Total Cost to provide services for the Lou Eves Municipal Pool	
Total Cost to provide services for all three pools.	\$
Per Hour Cost of Services	Supervisor \$ _____ Per Guard \$ _____
Competition Pool	Supervisor \$ _____ Per Guard \$ _____
Leisure Pool	Supervisor \$ _____ Per Guard \$ _____
Lou Eves Municipal Pool	Supervisor \$ _____ Per Guard \$ _____
Cost per hour for personnel to perform repair work, if applicable	\$
	\$
	\$
	\$

DESCRIPTION	2016 COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$
Total Cost to provide services for the Lou Eves Municipal Pool	
Total Cost to provide services for all three pools.	\$
Per Hour Cost of Services	Supervisor \$ _____ Per Guard \$ _____
Competition Pool	Supervisor \$ _____ Per Guard \$ _____
Leisure Pool	Supervisor \$ _____ Per Guard \$ _____
Lou Eves Municipal Pool	Supervisor \$ _____ Per Guard \$ _____
Cost per hour for personnel to perform repair work, if applicable	\$
	\$
	\$
	\$

DESCRIPTION	2017 COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$
Total Cost to provide services for the Lou Eves Municipal Pool	
Total Cost to provide services for all three pools.	\$
Per Hour Cost of Services Competition Pool Leisure Pool Lou Eves Municipal Pool	Supervisor \$ ____ Per Guard \$ ____ Supervisor \$ ____ Per Guard \$ ____ Supervisor \$ ____ Per Guard \$ ____
Cost per hour for personnel to perform repair work, if applicable	\$
	\$
	\$
	\$

The undersigned agrees to complete the work for the cost price as on the forms included herewith.

Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

## REFERENCES

### **Reference 1:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

E-mail \_\_\_\_\_

### **Reference 2:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

E-mail \_\_\_\_\_

### **Reference 3:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

E-mail \_\_\_\_\_

**CERTIFICATE AS TO INTEREST**

\_\_\_\_\_, being the \_\_\_\_\_  
(Name) (Position)

of \_\_\_\_\_, the bidder which submitted the foregoing proposal  
(Company Name)

for the:

**REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES  
FOR THE CITY OF MASON**

in the City of Mason deposes and says that \_\_\_\_\_  
(Company Name)

is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the City Council, head of any department or any employee therein or any office of the City of Mason is directly or indirectly interested in said contract.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

**PERSONAL PROPERTY TAX AFFIDAVIT**

**STATE OF OHIO** :  
 : **SS**  
**COUNTY OF HAMILTON** :

\_\_\_\_\_, being first duly cautioned and sworn, make the following statement of his/her own person knowledge:

That I am the \_\_\_\_\_ (Designated Officer or position with Company of the

\_\_\_\_\_ (Company Name) that following

\_\_\_\_\_  
(Designate Specific Contract).

At the time the proposal was submitted, my Company, Entity or Organization was not charged with owing any delinquent property taxes on the general tax list of personal property in the State of Ohio or in any County thereof, and that to the best of my knowledge said Company has no outstanding or unpaid delinquent personal property taxes, penalties or interest.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Affiant

Sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, 2008.

Seal

\_\_\_\_\_  
Notary Public



## COMPANY INFORMATION SHEET

**ATTENTION COMPANY:** Please complete this form and submit with it with completed proposal.  
(Please Print)

**COMPANY NAME:** SwimSafe Pool Management

**CHIEF EXECUTIVE OFFICER:** Cary Belyea

**ADDRESS:** 107 Commerce Dr.  
Loveland, OH 45140

**PHONE NUMBER:** 513 755 7075

**FAX NUMBER:** 513 331 7798

**PROJECT CONTACT PERSON:** Cary Belyea

**PHONE NUMBER:** 513 505 0938

**HOME NUMBER:** 513 755 8009

**E-MAIL:** Cary@swimsafepool.com

**PAGER NUMBER:** 513 505 0938

# PROPOSAL

I, the undersigned, propose to provide all necessary labor, materials, supervision, administration, financing, insurance and all other services as set forth in the Contract Documents, and Specifications entitled:

## REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES FOR THE CITY OF MASON

I further declare that I have carefully read and examined the Proposal Requirements that I have made personal examination of the facilities and I understand the exact scope of work.

In submitting this Proposal I agree to:

1. Hold this proposal open 90 days after the proposal date.
  
2. Enter into a Contract, if awarded, on the basis of this Proposal within ten (10) days after receipt of such notice and to furnish required insurance certificates.

DESCRIPTION	2014 COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$ 452,500 + 11,340* Pump Room
Total Cost to provide services for the Lou Eves Municipal Pool	\$ 147,000
Total Cost to provide services for all three pools.	\$ 610,840
Per Hour Cost of Services	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Competition Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Leisure Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Lou Eves Municipal Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Cost per hour for personnel to perform repair work, if applicable	\$ 85.00
	\$
	\$
	\$

DESCRIPTION	2015 COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$ 461,550 + 11,340* Pump Room
Total Cost to provide services for the Lou Eves Municipal Pool	149,940
Total Cost to provide services for all three pools.	\$ 622,830
Per Hour Cost of Services Competition Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Leisure Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Lou Eves Municipal Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Cost per hour for personnel to perform repair work, if applicable	\$ 85.00
	\$
	\$
	\$

DESCRIPTION	2016 COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$ 470,780 + 11,340* Pump Room
Total Cost to provide services for the Lou Eves Municipal Pool	152,940
Total Cost to provide services for all three pools.	\$ 635,060
Per Hour Cost of Services Competition Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Leisure Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Lou Eves Municipal Pool	Supervisor \$ <u>25</u> Per Guard \$ <u>20</u>
Cost per hour for personnel to perform repair work, if applicable	\$ 85.00
	\$
	\$
	\$

## Section Six – References

SwimSafe Pool Management, Inc.  
107 Commerce Blvd  
Loveland, OH 45140

Phone: 513-755-7075  
Mobile: 513-505-0938  
Fax: 513-331-7798  
E-mail: [cary@swimsafepool.com](mailto:cary@swimsafepool.com)

Contact: Cary Belyea, President

**David Nichols, Recreation Director, *Village of Evendale*, 513-563-2247,  
[david.nichols@evendaleohio.org](mailto:david.nichols@evendaleohio.org)  
10500 Reading Road, Evendale, OH 45241**

- Provided complete pool management services for Village of Evendale municipal pool since 2006.

**Julie Machon, Recreation Coordinator, *City of Montgomery*, 513-792-8316,  
[jmachon@ci.montgomery.oh.us](mailto:jmachon@ci.montgomery.oh.us)  
10101 Montgomery Road, Cincinnati, OH 45242**

- Provided complete pool management services for City of Montgomery municipal pool and concessions since 2011.

**Evonne Kovach, Municipal Manager, *Village of Greenhills*, 513-240-8103,  
[ekovach@greenhillsohio.org](mailto:ekovach@greenhillsohio.org)  
11000 Winton road, Cincinnati, OH 45218**

- Provided complete pool management services including concessions since 2012.

**Kari Geiser, Human Resources Director, *City of Mason*, 513-229-8510,  
[kgeiser@masonohio.org](mailto:kgeiser@masonohio.org)  
6000 Mason-Montgomery Road, Mason, Ohio 45040**

- Provided complete pool management services for Lou Eves Municipal Pool for the summer of 2013 and 2014. Full Management of Indoor Aquatic Center since September 2014.

**Chris McDowell, Former President, *Mt Lookout Swim Club*, 513-378-7657,  
[Christopher.mcdowell@dinsmore.com](mailto:Christopher.mcdowell@dinsmore.com)  
3605 Totten, Cincinnati, OH 45208**

- Provided complete pool management services, including concession and tennis since 2006.

**CERTIFICATE AS TO INTEREST**

Cary Belyea, being the President/CEO  
(Name) (Position)

of SwimSafe Pool Mgmt, Inc, the bidder which submitted the foregoing proposal  
(Company Name)

for the:

**REQUEST FOR PROPOSALS FOR LIFEGUARDING AND LIFEGUARD SUPERVISION SERVICES  
FOR THE CITY OF MASON**

in the City of Mason deposes and says that SwimSafe Pool Management, Inc  
(Company Name)

is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the City Council, head of any department or any employee therein or any office of the City of Mason is directly or indirectly interested in said contract.

SwimSafe Pool Management, Inc  
Company Name

By: Cary Belyea

Title: President/CEO

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of AUGUST, 2014.



[Signature]  
Notary Public

