

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into this 3 day of September, 2013, by and between CITY OF MASON, whose address is 6000 Mason-Montgomery Road, Mason, Ohio 45040 ("Mason") and SwimSafe 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:

Swimsafe Pool Management shall provide management, maintenance, operations and related services as described in exhibit A for lifeguarding and lifeguarding supervision of the Mason Community Pools (indoor) and the Lou Eves Municipal Pool (outdoor).

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 "Scope of Services" (Attachment A to this Agreement), which is incorporated herein by reference (the "Services"):

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.

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: Kari Geiser 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 3, 2013. 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 commencing on or before September 3, 2013. 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 \$ 599,500.00 for providing the all requested Services.

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

6.2 Payment: Mason shall for Services rendered during each invoicing period, which shall generally be on a monthly basis. 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 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Mason's Responsibilities: Mason shall provide Service Provider all pertinent data, criteria, and information including but not limited to service objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data. 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.

6.13 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.

6.14 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.

6.15 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:

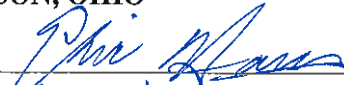
- Attachment A: Scope of Services
- Attachment B: Compensation

6.16 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.


6.17 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

SERVICE PROVIDER

Signed: 
Typed Cary Belyea
Title: Pres. dent

Section Two – Proposals

1. Community Center Indoor Pools 2013 - 2014

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.

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. 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.

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

October 2, 2013

Through

October 1, 2014

Month	Pool Management	Monthly Total
October	\$ 37,750.00	
November	\$ 37,750.00	
December	\$ 37,750.00	
January	\$ 37,750.00	
February	\$ 37,750.00	
March	\$ 37,750.00	
April	\$ 37,750.00	
May	\$ 37,750.00	
June	\$ 37,750.00	
July	\$ 37,750.00	
August	\$ 37,500.00	
September	\$ 37,500.00	
TOTAL	\$ 452,500.00	

EXHIBIT "B"

Pool Schedule, Hours of Operation, Staffing and Pool Parties

October 2, 2013 through October 1, 2014

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 9/9/13 to 10/19/13

Winter session I - 11/4/13 to 12/21/13 Off the week of November 25 (Thanksgiving)

Winter session II - 1/6/14 to 2/15/14

Spring session I - (tentative) 2/2 to 4/14 to 4/12/14 Off week of March 24 (Spring Break)

Spring session II - (tentative) 4/21/14 to 6/2/14 Off May 26 (Memorial Day)

Daytime lesson hours

Mondays and Wednesdays 9:45am - 11:45am

Tuesdays and Thursdays 12:45pm - 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 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 9:00 am (3 to 4 guards plus supervisor)

9:00 am to 8:00 pm (6 to 8 guards plus supervisor) 8:00pm to 10:00 pm (3 to 4 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 21 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. 10); 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)

8/30&31*; 9/18; 9/24; 10/2; 10/18 & 19*; 10/25& 26*

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

10/12/13* early morning

11/10/13* early morning

2/15/14 to 2/17/14

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

12/7/13* early morning and late evening

1/18 & 1/19/14 *early morning

1/31/14 *late evening

2/1/14 *early morning

2/7/14 *late evening

2/8/14 *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.

2 .Lou Eves Municipal Outdoor Pool 2014

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 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 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 4th 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. 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.

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:

(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, 2014
Through
October 1, 2014**

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

EXHIBIT "B"

Pool Schedule, Hours of Operation, Staffing and Pool Parties

May 24, 2014 through September 1, 2014

Lou Eves Municipal Pool (Outdoor Pools)

Dates of operation: May 24-26; May 31-June 1; June 7-August 17; August 23-24; August 30- September 1

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.

SPECIAL EVENTS AND PROGRAMS INCLUDED FOR SUMMER OF 2014:

- **July 4th 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**
- **Luxottica Corporate Team Building Appreciation Party**
- **Park Foundation Triathlon**
- **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:

- **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
- Ranked 18th in the 2012 Fastest 55 growing companies in Cincinnati
- 9 Full Time year round management staff members
- 500 seasonal staff members – 450 Certified Lifeguards
- 1 Certified Pool Operator Instructor (CPOI) on staff
- Full time Construction and Repair Services
- 1 Master Pool Technician on staff
- 8 ARC Certified Lifeguard Instructor (LGI) on staff
- 11 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), American Red Cross Lifeguard Instructor (LGI), Water Safety instructor Teacher (WSIT), teaches Swim Coaches Safety and has several years of pool management, safety training and customer service experience.

All lifeguards employed by SSPM shall have current American Red Cross Lifeguarding, CPR for the Professional Rescuer, and First Aid Certificates. 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 9 Full Time year round management staff members, 500 seasonal staff members, including 450 Certified Lifeguards as well as 8 ARC 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 2013, we attracted 745 Applications for the 450 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.

REFERENCES

Reference 1:

Name: David Nichols
Address: Village of Evendale
Phone No. 513 563 2247
E-mail _____

Reference 2:

Name: Jolie Machon
Address: City of Montgomery
Phone No. 513 792 8316
E-mail _____

Reference 3:

Name: Evonne Kovach
Address: Village of Greenhills
Phone No. 513
E-mail _____

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.

COMPANY INFORMATION SHEET

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

COMPANY NAME: SwimSafe Pool Management, Inc.

CHIEF EXECUTIVE OFFICER: Cary Belyea

ADDRESS: 107 Commerce Blvd.
Loveland, OH 45140

PHONE NUMBER: 513 755 7075 ext. 1

FAX NUMBER: 513 755 7075

PROJECT CONTACT PERSON: Cary Belyea

PHONE NUMBER: 513 755 7075 ext. 1

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	COST
Total Cost to provide services for the Competition Pool and Leisure Pool	\$ 452,500.00
Total Cost to provide services for the Lou Eves Municipal Pool	\$ 147,000.00
Total Cost to provide services for all three pools.	\$ 599,500.00
Per Hour Cost of Services Competition Pool Leisure Pool Lou Eves Municipal Pool	Supervisor \$ 25.00 Per Guard \$ 20.00 Supervisor \$ 25.00 Per Guard \$ 20.00 Supervisor \$ 25.00 Per Guard \$ 20.00
Cost per hour for personnel to perform repair work, if applicable	\$ 75.00
	\$
	\$
	\$

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

Company SwimSafe Pool Management, Inc.
 Address 107 Commerce Blvd, Loveland, OH 45140
 Telephone 513 755 7075 By Cay Belyea
 Date 8/5/13 Title President / CEO

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO

:
SS
:

COUNTY OF HAMILTON

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

That I am the President/CEO (Designated Officer or position with Company of the SwimSafe Pool Mgmt (Company Name) that following Proposal for Lifeguarding and Lifeguard Supervision City of Mason (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.

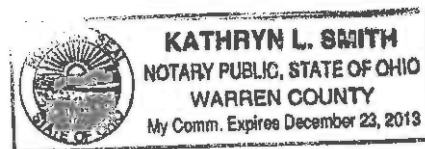
FURTHER AFFIANT SAYETH NAUGHT.

Cary Belyea
Affiant

Sworn to before me and subscribed in my presence this 31 day of July, 2008. 2013

Seal

Kathryn L. Smith
Notary Public



CERTIFICATE AS TO INTEREST

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

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

for the: Proposal For Lifeguarding and Lifeguard Supervision
For the City of Mason

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.

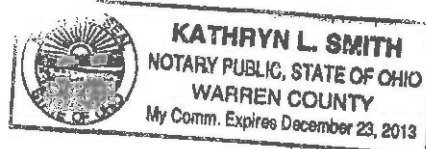
SwimSafe Pool Management, Inc.
Company Name

By: Cary Belyea

Title: President/CEO

Sworn to before me and subscribed in my presence this 31 day of July, ~~2008~~ 2013

Kathryn L. Smith
Notary Public



B



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 weekly
- 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

Total Price: \$452,500.00

Lou Eves Municipal (Outdoor Pools)

- May 24 - September 1, 2014
- Regional Supervisor – 5 visits per week
- Company President/CEO on site weekly
- Pool Managers – CPO certified
- Lifeguards – ongoing training
- Price Includes all Special Events listed in RFP
 - Plus 4th 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 by the Business Courier. In addition, SwimSafe's emphasis on personal service has resulted in a customer retention rate of nearly 100%.