

**CAMERON STATION COMMUNITY ASSOCIATION
BOARD OF DIRECTORS**

ZOOM MEETING DRAFT AGENDA (as of 01/21/21)

January 26, 2021 – 7:00 P.M.

Until approved at the meeting, this draft agenda is subject to change

Link: <https://zoom.us/j/97385179058?pwd=TUg1V1lvM011VStJS2k5b3NELOIRUT09>

Meeting Number (access code): 973 8517 9058

Meeting Password: 319862

Join by phone: 1 301 715 8592

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|-------|---|-----------|
| I. | CALL TO ORDER | 7:00 P.M. |
| II. | APPROVAL OF AGENDA AND MINUTES – Nov (SP), Dec, 2020 | 7:00 P.M. |
| III. | PRESENTATION: LT. WEINERT | |
| IV. | HOMEOWNERS FORUM | 7:05 P.M. |
| V. | HEARINGS | 7:20 P.M. |
| VI. | COMMITTEE REPORTS (CAC, CCFC, FAC, Comm Com, Activities/Events, ARC) | 7:30 P.M. |
| VII. | TREASURER’S REPORT | 7:40 P.M. |
| VIII. | RATIFICATIONS | 7:45 P.M. |
| IX. | MATTERS FOR BOARD DECISION | 7:45 P.M. |
| | 1. Confirm 2021 Meeting Schedule | |
| | 2. Confirm Committee Chair and Committee Member Appointments | |
| | 3. Rees Broome Retainer Agreement | |
| | 4. Woodland Hall Tree Removal/Replacement | |
| | 5. Pool Management Proposals | |
| | 6. Fitness Center Management Proposals | |
| | 7. Meeting Access via Telephone & Video Conference Technology (<i>formerly: Recording Board Mtgs Res</i>) | |
| | 8. Fleet Shuttle Bus – Service: Resume or Extend Suspension | |
| | 9. Sidewalk Repair – Bessley Park | |
| | 10. Engineering Proposals for Paving Project | |
| | 11. Fence Repair Proposals | |
| | 12. Kitchen Door Replacement Proposals | |
| X. | MATTERS FOR BOARD DISCUSSION/INFORMATION | |
| | 1. Action Item List | 8:50 P.M. |
| XI. | NEW BUSINESS | 8:55 P.M. |
| XII. | EXECUTIVE SESSION | 9:00 P.M. |
| | (ARC/Owner Hearings (2), Legal Matters, Delinquencies) | |
| XIII. | RECONVENE BACK TO OPEN SESSION | 9:30 P.M. |
| | 1. Hearing Decision (2) | |
| | 2. Legal Matters | |
| XIV. | ADJOURN | 9:35 P.M. |

Prepared by:

Heather Graham, CMCA, AMS, PCAM (Executive Vice President - CAMP, LLC)
& Jennifer Gilmore, CMCA, AMS, PCAM (On Site Manager – CAMP, LLC)

**Noted times above are only intended to serve as a guide and may be subject to change without notice depending upon length of conversation by Board members.*

MINUTES
CAMERON STATION COMMUNITY ASSOCIATION
SPECIAL BOARD OF DIRECTORS MEETING
NOVEMBER 23, 2020

NOTICE: This meeting was held by ~~electronic communication means of~~ virtual video conference due to the existence of a Virginia State of Emergency not permitting public gatherings.

BOARD MEMBERS PRESENT:

Michael Johnson - President
Sarah Walsh - Vice President
Joan Lampe - Treasurer
Megan Christensen - Director
Ernest Cage - Director
Andrew Hill - Director
Greg Hillson - Director

ALSO PRESENT:

Heather Graham, CMCA®, PCAM®, Executive Vice President, CAMP
Nancy Murphy, Vice President of Operations, CAMP
Lana Reynolds, CEO, CAMP
Janeva Sharps, On-Site Assistant Community Manager
Jennifer Gilmore

CALL TO ORDER:

Motion: President Michael Johnson called the meeting to order at 11:03 am.

HOMEOWNERS FORUM:

No owners raised an issue during the Open Forum.

EXECUTIVE SESSION:

Motion: Megan Christensen moved and Andrew Hill seconded to enter into ~~an~~ executive session at 11:05 am for the purposes of contractual discussions regarding the management contract, specifically CAMP's potential manager candidate.

Greg Hillson raised an objection regarding the need to go into Executive Session ~~for this purpose, and noted his view that it was inappropriate to go into Executive Session for a simple "meet and greet" with CAMP's proposed candidate for general manager.~~ Heather Graham explained that it was an appropriate issue to be discussed in Executive Session in accordance with the Virginia Property Owner's Association Act. The Board briefly discussed the issue and the vote was taken on the initial motion with 6 Board members voting in favor (MJ, SW, JL, MC, EC, AH) and 1 voting against (GH).

RECONVENE TO OPEN SESSION:

Motion: Andrew Hill moved and Joan Lampe seconded to exit Executive Session and return to Open Session at 11:46 amp.m. -The motion passed unanimously.

ADJOURNMENT:

Motion: Andrew Hill moved and Joan Lampe seconded to adjourn the meeting at 11:47 apm. The motion passed unanimously, and the meeting was adjourned.

**MINUTES
CAMERON STATION COMMUNITY ASSOCIATION
BOARD OF DIRECTORS MEETING
DECEMBER 1, 2020**

NOTICE: This meeting was held by ~~electronic communication means of~~ virtual video conference due to the existence of a Virginia State of Emergency not permitting public gatherings.

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BOARD MEMBERS PRESENT:

Sarah Walsh- President
Michael Johnson- Vice President
Joan Lampe- Treasurer
Andrew Hill- Secretary
Megan Christensen- Director
Ernest Cage- Director
Greg Hillson- Director

ALSO PRESENT:

Heather Graham, CMCA®, PCAM®, Executive Vice President of Community Association Management Professionals (CAMP)
Janeva Sharps, On-Site Assistant Community Manager
Todd Sinkins, Association Attorney
Toni Mancinelli, Recording Secretary

CALL TO ORDER:

Michael Johnson called the meeting to order at 7:05 pm.

ELECTION OF OFFICERS and LIAISONS:

Motion: Michael Johnson moved and Andrew Hill seconded to elect Sarah Walsh as President, Michael Johnson as Vice President, Joan Lampe as Treasurer, and Andrew Hill as Secretary for the upcoming year. The motion passed unanimously.

Motion: Michael Johnson moved and Sarah Walsh seconded to appoint Michael Johnson as the Common Area Committee Liaison, Andrew Hill as the Cameron Club Facilities Committee Liaison, Greg Hillson as the Architectural Review Committee Liaison, Megan Christensen as the Communications Committee Liaison, Ernest Cage as the Activities and Social Events Committee Liaison, and Joan Lampe as the Financial Advisory Committee Liaison for the upcoming year. The motion passed unanimously.

Sarah Walsh offered her appreciation to Michael Johnson for his time as President of the Board. She also congratulated Megan Christensen, Ernest Cage, and Greg Hillson for their election to the Board at the most recent annual meeting election.

APPROVAL OF AGENDA:

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Sarah Walsh suggested to amend the meeting agenda so that the “Approval of Agenda” and “Approval of the Minutes” are split into separate agenda items. She also requested that this change remain for the following Board meetings.

Motion: Ernest Cage moved and Joan Lampe seconded to approve the meeting agenda with the suggested edits as noted above. The motion passed unanimously.

APPROVAL OF MINUTES:

Motion: Michael Johnson moved and Andrew Hill seconded to approve the October 27, 2020 Board of Director meeting minutes. The motion passed unanimously.

HOMEOWNERS FORUM:

Owner Ray Celeste offered his congratulations to the three new Board members for their recent election to the Board of Directors. Mr. Celeste stated that the Cameron Club Facilities Committee has a member spot available and requests that Management advertise that and reach out to him if anyone expresses interest in joining.

Woodland Hall condo owner Rebecca Landis stated her concerns regarding the lack of landscaping maintenance throughout the Woodland Hall common areas the past few years. Ms. Landis had also noticed that the Woodland Hall Condo common areas are not receiving the same level of service that the rest of Cameron Station Community is receiving under the current landscape contract. She requested that the Board provide clarification regarding the common areas that the Master Association and Condo Association are responsible for maintaining. Sarah Walsh stated that these matters are on this evening’s agenda during the Hearing item and during the Board’s Executive Session for their review.

HEARINGS:

Rebecca Landis advised that Woodland Hall owner, David Hotle, was not present to speak about Woodland Hall issues. Sarah Walsh suggested that the Board reach out to her and ~~to~~ David Hotle via text to invite them into the Board’s Executive Session to continue discussion regarding the issues raised for the Woodland Hall Condo.

COMMITTEE REPORTS:

Sarah Walsh requested that all of the committees consider any goals or major projects they would like to have completed in the upcoming year and report them to the Board for their consideration at the next Board meeting.

1. Common Area Committee

The report was given by Robert Burns. Mr. Burns offered his congratulations to the new board members for their recent election to the Board. He also thanked Michael Johnson for his service as

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President to the Board and welcomed him as the new Common Area Committee Liaison. He had no other news to present to the Board other than the items to be reviewed by the Board later this evening (Snow Removal Contract, Tree Replacement Proposal, and Common Area Committee new member appointment). Greg Hillson requested clarification regarding “non-voting members” as they are referred to in the committee meeting minutes. Mr. Burns explained that non-voting members usually consist of tenants that volunteer to be a part of the committee but cannot vote during committee decisions or join committee executive sessions because they are not Cameron Station owners.

2. Cameron Club Facilities Committee

Ray Celeste delivered the report. He had no other reports to present to the Board other than the items to be reviewed by the Board later this evening (Pool Filter Repair and Replacement Proposal). Mr. Celeste also stated that 5 Olympic weight bars were replaced at the Fitness Center and the old ones are available to be given to any Cameron Station owner that is interested, on a first come first served basis.

Per the Profit Report provided to the Board for their review, Mr. Celeste stated that usage of the Fitness Center was at 71% for October 2020 and as of today the fitness center has officially opened for 12 hours a day.

3. Communications Committee

The report was given by Tricia Hemel. She offered her congratulations to the new Board members recently elected and welcomed Megan Christensen to the committee as the liaison. Ms. Hemel stated that the committee had welcomed 17 new residents via email to Cameron Station since the last board meeting. She stated that the community maps of Cameron Station have been printed and hard copies are being held at the Cameron Station on-site office at this time. She stated that the committee will be discussing how to improve the community weekly email blasts at their next meeting. Ms. Hemel stated that the committee will provide electronic copies of the Compass to the Board for their review before each publication per the Board’s request. She also mentioned that the committee would like to work with Management to ensure that editions of the Compass can be made available for resident review. Ms. Hemel also mentioned that the committee would like to conduct a post-card campaign to obtain the most current contact information for Cameron Station owners subject to the Board’s approval. She informed the Board that the 8 volunteer photographers for the Compass will have “press pass” ID tags to wear while taking pictures at events or around the neighborhood for the Compass. Ms. Hemel stated that the committee has obtained information from several vendors for creating an official social media platform for Cameron Station and plans to present their recommendation to the Board at the next meeting.

4. Financial Advisory Committee

Takis Taousakis delivered the report. He welcomed and congratulated the new members of the Board that were recently elected. He stated that any resident should reach out to him if they are interested in joining the committee because there are currently two open spots. Mr. Taousakis stated that as of October’s financial statements, the Association has a surplus of \$325K and is projected to be \$110K at year-end. He stated that the 6-month audit was received from the previous management company and

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some adjustments were made by Management as recommended by the auditor. He also stated that the Operating and Reserve accounts have been officially separated. Mr. Taousakis stated that all investment accounts have been FDIC insured using an Insured Cash Sweep (ICS) service.

Joan Lampe offered her gratitude to CAMP Financial Director, James Orlick, and CAMP VP of Operations, Nancy Murphy, for their assistance and support during the management transition.

5. Activities and Social Events Committee

The report was given by Andrew Yang. Mr. Yang stated that the Halloween photographer's hard drive crashed, and they are working with a recovery service to try and obtain the files. He also stated that a new photographer will be hired for the upcoming holiday event at the gazebo. Mr. Yang stated that the committee will review several event plans at their meeting tomorrow and all events in 2021 will most likely be virtual. He expressed his gratitude to Sarah Walsh for all her past help as liaison and welcomed Ernest Cage as the new liaison.

6. Architectural Review Committee

Gayle Hatheway delivered the report. She offered her congratulations to the new board members for their recent election and expressed her gratitude to Michael Johnson for his service as President. She also welcomed Greg Hillson to the committee as their new liaison. Ms. Hatheway stated that there have been a lot of tree removal and replacement applications as well as roof and window replacements within the past month. Ms. Hatheway added that the committee plans to review the DMS in the upcoming year. She had no other reports to present to the Board other than the item to be reviewed by the Board later this evening (ARC Chairman Appointment).

TREASURER'S REPORT:

Joan Lampe expressed her gratitude to Takis Taousakis and the finance committee members for their thorough financial reports and support with managing the various Association accounts.

Joan Lampe delivered the report. She stated that the 6-month audit was received from the previous management company and provided to the Board for their review. She stated that the audit shows the Association has \$2,279,698 in cash towards Reserves and \$642,697 in Unappropriated Members Equity which equals 25% of the annual assessments as of July 31, 2020. She also stated that the delinquency rate was reported as 3%, which is within the industry standard of 2-5%. Ms. Lampe recommends that the Board approve the interim audit.

Motion: Sarah Walsh moved Joan Lampe seconded to amend the agenda and move the Fleet Shuttle Bus Contract Extension item from the Executive Session to item #7 in the Matters for Board Decision. The motion passed unanimously.

MATTERS FOR BOARD DECISION:

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1. ~~Arch~~Arc Member Appointment

Motion: Mike Johnson moved and Andrew Hill seconded to approve the appointment of Paula Caro to serve on the Architectural Review Committee effective immediately. The motion passed unanimously.

2. CAC Resignation and Appointment

Motion: Joan Lampe moved and Michael Johnson seconded to approve the appointment of Chris Alex to serve on the Common Area Committee effective immediately. The motion passed unanimously.

3. Interim Audit

Motion: Mike Johnson moved and Andrew Hill seconded to approve the interim audit through July 31, 2020 as submitted. The motion passed unanimously.

4. Pool Filter Repairs

Motion: Michael Johnson moved and Joan Lampe seconded to approve the pool filter repairs as outlined by American Pools for a cost of \$4,916.53 to be taken from Reserves. The motion passed unanimously.

5. Snow Removal Contract

Motion: Andrew Hill moved and Joan Lampe seconded to approve the snow removal proposal submitted by Lancaster Landscapes for the 2020 - 2021 winter season. The motion passed unanimously.

6. Tree Replacement Proposal

Motion: Joan Lampe moved and Andrew Hill seconded to approve the tree replacement proposal submitted by Lancaster Landscapes in the amount of \$4,896.00 to be taken from Reserves. The motion passed unanimously.

7. Fleet Shuttle Bus Contract Extension

Motion: Sarah Walsh moved and Joan Lampe seconded to extend the Fleet Shuttle Bus contract pause through the end of January 2021. The motion passed unanimously.

Andrew Hill mentioned that he noticed the Association had erroneously paid for a month of shuttle bus service that was not used and Fleet agreed to credit the amount to the account for future use. He also stated that 85 residents have completed the survey regarding interest in using the Fleet Shuttle Bus services if the Board decided to resume the services. He added that of the 85 residents, only 65 expressed interest. Upon Mr. Hill's request for information, Heather Graham stated that Fleet Shuttle Bus services are open to discussion if the Board wanted to consider reduced operational hours.

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Discussion between the Board and Management had taken place regarding having the amount issued as a credit instead of a refund. It was explained that Fleet Shuttle Bus had been flexible with contract terms to allow for a pause in service, so the Board agreed to accept a credit to be used for future services. Management explained that the credit has been recorded in the audit and financial statements so that it was officially logged for future reference.

After further discussion, the Board requested that Management follow up with Fleet Shuttle Bus services to obtain more information regarding their options for running the shuttle bus one time a day. Management will then follow up with the Board prior to at the next meeting.

MATTERS FOR BOARD DISCUSSION / INFORMATION:

1. CSCA Annual Meeting Feedback

Heather Graham informed the Board that there was overwhelming positive feedback regarding the online voting process for the Annual Meeting.

2. Draft Resolution: Recording of Board Meetings & Access via Telephone/Video Conference Tech

Heather Graham read an email from owner Brendan Hanlon regarding his concerns to have the Board and/or committee meetings video or audio recorded and then made available for resident review. In Mr. Hanlon's e-mail he also mentioned his concern about the recording policy and its potential negative effect on future volunteers. Michael Johnson stated that some residents may not want video recording of the meetings to take place due to various reasons, like concerns about the media being used inappropriately. He also made the point that some residents have certain government security clearances that will frown upon recordings of them being made publicly available. Michael Johnson also stated that if there was a way to have the recordings posted in a way that it could not be downloaded, then he would consider the idea. Sarah Walsh opened the floor to owner comment from Marty Menezartinez. Mr. Menezartinez stated that the main concerns regarding this issue are primarily in the potential malicious use of the recordings.

Greg Hillson indicated he would~~requested to~~ send his red-lined version of thea draft resolution to the Association's Attorney and the Board ~~that outlines the parameters of audio recordings of the Board meetings~~ for their review and further consideration.

3. Resolution Regarding Board/Committee/Management Expenditures

Heather Graham suggested that the Board consider amending their current resolution so that it reflects the most current practices of Board members, committee chairs, and management staff expenditure protocols.

4. December Meeting Date

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The Board agreed to hold their next Board meeting on January 26th, 2021.

5. Action Item List

Management included the action item list to the Board for their review.

OLD BUSINESS:

Sarah Walsh gave an update from ~~the~~ Lieutenant Weinart of the Alexandria Police regarding a recent hit and run crash in the neighborhood. Lieutenant Weinart reported that there were 7 total offenses in November consisting of identity theft, assault and battery, protective order violation~~s~~, destruction of property, and auto tampering. Sarah Walsh stated that Lieutenant Weinart has been invited to join the next Board meeting to give an update on local crime and answer any questions that residents might have.

NEW BUSINESS:

Sarah Walsh stated that the Association's Attorney will be holding training in the upcoming month for Board and committee chair members. Sarah Walsh also requested that the Board Liaisons work with their committees to comprise a list of all major projects the committees would like to complete for the 2021 year.

Michael Johnson stated that he reached out to the previous management company in order to obtain information about the old parking enforcement officer. He stated that he will follow up with the Board when he receives more information.

EXECUTIVE SESSION:

Motion: Joan Lampe moved and Megan Christensen seconded to enter into an executive session at 8:42 pm for the purposes of conducting an ~~areharc~~ hearing, discussing contract negotiations, and consulting with legal counsel. The motion passed unanimously, and the meeting was moved to executive session.

Todd Sinkins entered the meeting at 8:42 pm.

Motion: Mike Johnson moved and Greg Hillson seconded to exit the executive session meeting at 10:15 pm. The motion passed unanimously, and the meeting was reconvened back into open session.

Motion: Mike Johnson moved and Joan Lampe seconded to authorize management to work with legal counsel to take the action as discussed in executive session related to the Woodland Hall matters. The motion passed unanimously.

Motion: Joan Lampe moved and Megan Christensen seconded to approve the account write-off ~~in a~~ totaling ~~of~~ \$20,419.25. The motion passed unanimously.

ADJOURNMENT:

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DECEMBER 1, 2020**

307
308 **Motion:** Mike Johnson moved and Joan Lampe seconded to adjourn the meeting at 10:17 pm. The
309 motion passed unanimously, and the meeting was adjourned.
310
311 Respectfully Submitted,
312
313 Toni Mancinelli, Recording Secretary
314 tmancinelli@gocampngmt.com

**MEETING MINUTES
CAMERON STATION COMMUNITY
ASSOCIATION, INC.
COMMON AREA COMMITTEE
Monday, December 16, 2020**

The December 2020 meeting of the Common Area Committee (CAC) was called to order by Robert Burns at 7:02 p.m. with members participating through a virtual Zoom Meeting.

Members Present:

Robert Burns, CAC Chairman
Kathy McCollom, CAC Vice Chairman
Mindy Lyle, CAC Member
Chris Alex, CAC Member
Colby Hostetler, Non-Voting Member

Members Absent:

Linda Greenberg, CAC Member
Wendy Ulmer, CAC Member
Kyle Gerron, CAC Member

Others in Attendance:

CAMP Assistant Manager, Janeva Sharps
Lancaster Landscapes, Adrienne Zaleski
Donna McDermott, resident (who wanted to generally observe the meeting)
Mike Johnson, Board Liaison

Old Business:

Motion to Approve Meeting Minutes for October 12, 2020

(note: no November meeting due to technical issues with Zoom)

Moved by McCollom

Seconded by Lyle

For: All

Against: None

Motion Passed.

Updates since last meeting:

Welcome to new member Chris and new board liaison, Mike Johnson.

It is customary at the December meeting to verify the committee membership and determine the chairman.

Motion to verify membership and confirm Robert Burns as chairman.

Moved by: Lyle
Seconded by: McCollom
For: All
Against: None
Motion passed.

Board Update:

Board is currently focused on end of year budget wrap-up. They are considering an update to the Design and Maintenance Standards document next year.

Consideration of Common Area Applications: Residents of 257 Livermore are concerned about the rear area of their property against the shopping center, both in terms of trash and weeds. A dilemma is the location of the property line of the shopping center as the community property line is only about a foot and a half beyond resident gates. So, the entire area could not be paved and that wouldn't help nearby trees and bushes. The committee asked CAMP to produce recommendations to improve the appearance of the area.

New Business

Gazebo Holiday Decorations: A previous resident purchased and put up the gazebo holiday decorations that are stored in the Cameron Club. That resident has since moved away. This year, the Events Committee ended up putting out the decorations. Next year, that needs to be a CAC task with decorations up before Thanksgiving. Additionally, some items need replacing. The committee requested that CAMP produce a plan for what needs to be replaced, and who does it (especially items that require a tall ladder).

Additional Holiday Lights: Mike raised the possibility of holiday lights in trees along CSB or Brenman Park Drive. Light poles might be better for their electrical connections. CAMP will produce some estimates of what that might cost.

Potholes: Mark of CAMP maintenance is filling smaller potholes although larger ones are best left for the repaving project.

Move to Executive Session to discuss contracts and proposal details:

Moved by: Lyle
Seconded by: McCollom
For: All
Against: None
Motion passed. Executive session begun 7:47 pm.

Move to end Executive Session:

Moved by: Lyle
Seconded by: McCollom
For: All
Against: None
Executive session ended 8:13pm.

Move to: Recommend Gardner Engineering for technical management of paving project, contingent on receipt of additional information requested (Reserve funded project).

Moved by: Lyle

Seconded by: Alex

For: All

Against: None

Motion passed.

Gazebo repair and painting: To be considered in January, pending additional information.

Move to: Recommend TYL be awarded the fence repair project in the amount of \$5,729 to be taken from Reserves. Need to clarify when sections located behind Woodland Hall and along Martin/Barrett will be done.

Moved by: Lyle

Seconded by: Alex

For: All

Against: None

Motion passed.

Move to: Approve Lancaster proposal #30469 for tree installations/replacements in multiple community locations; \$5440.00, to be taken from Reserve funds.

Moved by: Lyle

Seconded by: McCollom

For: All

Against: None

Motion passed.

Move to: Grant a 2 year contract to PSE, subject to negotiations for further savings. Work includes placing numbers on community light poles. Project is Reserve funded.

Moved by: Lyle

Seconded by: Alex. For: All

Against: None

Next meeting is January 11, 2021.

Meeting adjourned at 8:18pm.

MEETING MINUTES
AMERON STATION COMMUNITY ASSOCIATION, INC.
COMMON AREA COMMITTEE

Monday, January 11, 2021

The meeting was called to order at 7:03 p.m. by Robert Burns with attendees participating in person through Zoom.

Members present: Robert Burns, CAC Chairman Linda Greenberg, CAC member
Mindy Lyle, CAC member Kyle Gerron, CAC member
Chris Alex, CAC member Wendy Ulmer, CAC member

Member absent: Kathy McCollom, CAC Vice Chairman

Others in attendance: Michael Johnson, Board liaison

Adrienne Zaleski, President, and Carlos Rios, Manager, Lancaster Landscapes

Jenn Gilmore, General Manager, and Janeva Sharpe, Assistant Manager, CAMP

Burns introduced Jenn Gilmore, the new CAMP General Manager.

Greenberg took the Minutes because Ulmer was not present when the meeting began.

Old Business

Motion to Approve Agenda

Moved by Greenberg

Seconded by Alex

For: All

Against: None

Motion passed.

Motion to Approve Meeting Minutes from December 14, 2020

Moved by Lyle

Seconded by Alex

For: All

Against: None

Motion passed.

Homeowners: No homeowners present.

Proposal Considerations: The CAC reviews the CS budget for each proposal to ensure adequate funding for its costs prior to a final vote and/or to determine whether to table the proposal.

New Business

Matters for Committee Recommendation:

Gazebo Repairs (Budget Line: #6600), Total Cost \$2,500, Bernuy invoice #2151.

Discussion: Burns noted that Bernuy Painting also submitted a proposal for Gazebo repairs. CAMP reviewed all five proposals and recommended giving Bernuy the contract. Their quote covers replacement of rotten wood, repairs, painting, and pressure washing. Bernuy has the lowest price, and their work in the community is excellent. CAMP will use our standard contract. Bondurant will inspect Bernuy's work.

Motion to give the contract to Bernuy to repair and paint the Gazebo.

Moved by Greenberg

Seconded by Gerron

For: All

Against: None

Motion passed.

Bessley Park Brick Sidewalk Repairs (Budget Line: Reserves) No. 30865, Total cost \$4,320.

Lyle described the sinking bricks and pooling water at the south end of Bessley Park. Sidewalk area needs to be regraded and brick pavers reinstalled to direct water to existing mulch bed, approximately a 60" section; 240 sf at \$18/sf. Walkway to be power washed after it is repaired.

Motion to award the contract to Lancaster to repair Bessley Park sidewalk.

Moved by Gerron

Seconded by Greenberg

For: All

Against: None

Motion passed.

Tree Pruning in 3 areas (Budget Line: #6160) No. 30863, Total Cost: \$1,425. Work reduced to 2 areas for a Total cost of \$1,050.

Prune tree at 422 Ferdinand Day (front Common Area) \$175; prune Holly at 5239 Tancreti (side) \$375; and prune dormant Wisteria in Bessley Park to reduce size by 20%, \$875.

Lyle pointed out that the Holly at 5239 Tancreti is on the homeowner's property. It is not CAC's responsibility. Homeowner needs to receive a letter to this effect. The cost, therefore, for project is \$1,050

Motion to prune tree on Ferdinand Day and Wisteria in Bessley Park.

Moved by Greenberg

Seconded by Alex

For: All

Against: None

Motion passed.

Pocket Park Proposals for Donovan and John Ticer. (Budget Line: Reserves/Capital/Operating Funds) ? No. 30610 and No. 30135, Total costs: Donovan \$23,287; John Ticer \$23,493.50.

Both park proposals were tabled until CAMP management reviews expenditure categories.

Motion for park enhancements tabled for the February meeting.

Burns asked Lancaster to consider what enhancements would benefit the appearance of the Bessley Pocket Park and report at the February meeting.

Matters for Committee Information

Board Update: Johnson reported that things were just getting underway.

Camp Management Report: Discussion by Gilmore and other CAC members of Bates trash service transition, particularly problems with trash containers and communication.

Project Timeline: Helpful tool to monitor projects.

Action Item List/Pending Tasks: Helpful.

Robert noted potholes remaining such as the one at 170 Martin Lane (in the alley). Bondurant will investigate. Bondurant has filled smaller potholes.

Update needed for *The Compass*. Kathy.

Alex asked if Gilmore had a quote for numbering the streetlight posts. Gilmore will follow up with PSE.

Lyle asked that in the next email blast CAMP ask residents not to dump the remains of their fire pit fires in the common area or mulch.

Burns asked Lancaster to include proposals for tree trimming, irrigation, and turf repair at CAC's February meeting.

The next CAC meeting is Monday, February 8, 2021 at 7 p.m.

The meeting adjourned at 8:10 p.m.

Linda Greenberg

MEETING MINUTES
CAMERON CLUB FACILITIES COMMITTEE (CCFC) MEETING
Thursday, December 10th, 2020

The following individuals attended the meeting; all attendees were via Zoom:

Ray Celeste, CCFC Chair
Dan Ogg, CCFC Vice Chair
Tim Regan, CCFC Member
Brendan Hanlon, CCFC Member
Janeva Sharps, Assistant Community Manager, CAMP
Rich Mandley, ProFIT Fitness
Psy Scott, ProFIT Fitness
Ben Rogers, American Pool

In Attendance regarding Fitness Center RFP responses were the following:

WTS International:

Henry Gudelsky, Gayle Terrio, Amy Gallogly, Ralph Newman

Synergy Fitness Group:

Nic Gonzales, Michael Grossman

ProFIT:

Rich Manley, Psy Scott

I. Call to Order/Establish Quorum

The Cameron Club Facilities Committee meeting was called to order by Ray Celeste at 7:01p.m.

II. Approve the Agenda

Dan Ogg made a motion to approve the agenda as presented; the motion was seconded by Brendan Hanlon and it passed unanimously.

III. Residents' Open Forum

There were no residents present for the open forum.

IV. Election of Chair for CCFC

Ray Celeste offered to continue serving in the role as Chair of the CCFC committee. All other members supported the nomination. **MOTION FOR THE BODS:** *Dan Ogg made a motion to nominate Ray Celeste as Chair of the CCFC committee; the motion was seconded by Tim Regan and it passed unanimously.* The committee members recognized the ongoing commitment of

the Chair and commended him for his tireless dedication to Cameron Station. *Additionally, all members of the CCFC requested reappointment to the CCFC.*

V. Approval of the minutes from November's meeting

Dan Ogg made a motion to approve the CCFC minutes from the November meeting. The motion was seconded by Brendan Hanlon and it passed unanimously.

VI. Pool matters

Ben Rogers from American Pool discussed the status of the pool and indicated the items recently approved by the Board of Directors have been ordered. American Pool recommended consideration be given to replacing the covering of both the main pool and the wading pool due to tears in the covering. The total cost is estimated at \$7,800. The committee discussed the matter and after consideration decided to not proceed at this time and revisit the matter at the end of next season, and in the meantime American Pool will provide an estimate for the repair with the shipping and handling costs for the CCFC to consider.

VII. BODs' Update

Ray Celeste advised the Board of Directors approved the Pool repairs recommended at the previous CCFC meeting. The Board also directed all committees nominate a Chair at their next respective meetings and confirm if all existing committee members are willing to continue serving. He also reported the Board approved the CCFC recommendation to advertise five old fitness bars as free to any community member based on a first come basis. All five bars were quickly claimed and collected.

VIII. CAMP Management's Report

Janeva Sharps provided the CAMP Management Report:

- CAMP has updated and expanded the Action List Tracking Report and the status of various items was discussed.
- CAMP has updated and expanded the Monthly Financial Report
- Proposal were received for the Pool and Fitness Club management services in response to RFPs.
- CAMP recommends replacement of the exterior Kitchen door in the Clubhouse.
- **MOTION FOR THE BODS:** Following discussion and consideration *Dan Ogg made a motion to recommend approval of the Exterior Kitchen Door in accordance with the quote received from Exterior Medics at a cost of \$9,800 to be paid from Reserve Funds; Brendan Hanlon seconded the motion and it passed unanimously.*

Review proposals received for the Fitness Center Management RFP.

Three bidders were invited to attend the CCFC meeting, the three bidders were:

- WTS International

- Synergy Fitness Group
- ProFIT

Each bidder was invited into the Zoom Meeting and firewalled from the other bidders. Attendees included representatives from each company and each bidder was allowed the same opportunity to explain their bid and respond to questions from the CCFC members. Bidders presented as follows:

- WTS 7.30pm to 7.55pm
- Synergy 7.55pm to 8.20pm
- ProFIT 8.25pm to 8.50pm

IX. ProFIT Report

Rich Mandley and Psy Scott presented the monthly report for the fitness center.

X. Old Business

FY 2021 CCFC Operating Budget recommendations.

As noted earlier a new Finance tracking report is now available for the operating budget expenditures.

XI. New Business

Executive Session

Dan Ogg made a motion for the committee to move into executive session for purpose of evaluating the bids for management of the Fitness Center. Brendan Hanlon seconded the motion and it passed unanimously. Executive session commenced at 9.02pm

Dan Ogg made a motion for the committee to exit from executive session; Brendan Hanlon seconded the motion and it passed unanimously. Executive session ended at 9.30pm

XII. Adjournment

Dan Ogg made a motion to adjourn the meeting; Tim Regan seconded the motion and it passed unanimously. The meeting ended at 9.31pm.

Dan Ogg made the below motion electronically. Tim Regan seconded the Motion and it passed the CCFC unanimously (electronically) on 22 Dec 2020:

“Motion for the Board of Directors that they approve a contract with Professional Fitness Management (ProFIT) for management of the Cameron Club Fitness Center per the proposal submitted by ProFIT (\$173,160 per year in pre-COVID or post-COVID operations) to be paid from the operating budget line item "Health Club Management/Staff," which has an approved 2021 budget of \$199,360.”

**Cameron Station Communications Committee
Meeting Minutes
December 9, 2020**

ComCom Members Present:

Ava Avila, Tricia Hemel, Marian Cavanagh, Susan Klejst, Lenore Marema, Rebecca Pipkins, Linda Taousakis

Members Not Present:

All Committee members were present, which made a quorum for the meeting.

Newsletter Subcommittee Members Present:

Carla Besosa, Pat Sugrue

HOA Board Member Liaison Present:

Megan Christensen

Management Representative Present:

Juana Michel

Call to Order

Tricia Hemel called the meeting to order by way of Zoom at 7:03 pm.

Previous Meeting Minutes

On a motion made and duly seconded, the Committee unanimously approved the minutes of its November 11, 2020, meeting and the agenda for this meeting. No additional items were added to the agenda.

HOA Open Forum

— Sarah Walsh, Chair of the HOA Board, thanked the Communications Committee for their work on communications in Cameron Station.

—Rebecca Stalnaker, representing the Activities and Events (A&E) Committee, asked to coordinate with Coms regarding vendors used in Cameron Station. The A&E Committee wants to patronize local vendors, particularly in the West End. The Coms Committee has businesses that advertise in our publications, restaurants that are reviewed, and a list of local businesses in the welcome kit for new residents. A&E also uses many vendors and suggested that we pool resources to use local providers. The two committees agreed to share lists of vendors and to meet quarterly to coordinate upcoming activities.

HOA Management Report

Juana Michels reported that a new staff director for our HOA has been hired and will start on December 14. The HOA staff is developing a process for residents to obtain their 2021 resident ID badges and parking passes. A large number of residents apply early, and COVID considerations must be addressed.

Report from the Board Liaison and Welcome

The Committee welcomed Megan Christensen as our new liaison from the Board and thanked Tom Sugrue for his service.

Megan Christiansen reminded the Committee that it needs to review its Charter and Resolution, the latter is a new draft. The Board expects to approve these at its January meeting.

Subcommittee/Project Reports

—The Welcome Committee; There are 7 new residents to welcome this month. There are no changes needed to the welcome email for contacting new residents. The updated Cameron Station map was included for last month's contacts.

—The Compass; The staff had a planning meeting for the January/February edition. A schedule for such meetings for all editions in 2021 will be distributed. The photographers now have a drop box for their photos. The Committee will obtain lanyards for the photographers by year's end.

The Editor of *The Compass* will send a draft of the Jan/Feb edition of the newsletter to our board liaison, Megan, to review and share with the board before publication.

—Public Relations Subcommittee; The Subcommittee was asked whether some of the articles in *The Compass* would be of interest to the greater Alexandria community. The recent article on what our residents did during the pandemic could be of interest to the Zebra or Alexandrian. The subcommittee thought it should be tried, even though the local press has not been good in picking up our press releases.

—Weekly Email Blast; Following up on a committee request, the HOA told the Committee that it has 2,968 valid emails and there are 1796 housing units in Cameron Station. That suggests that a significant number of residents are receiving the blast. Our new HOA has been helpful for residents seeking to sign up.

—Signage; Our sign thanking workers coming to Cameron Station to work will be left up indefinitely.

Budget

The Committee's expenses are within its limits in 2020. The Committee's main new activity in 2021 is a social media program.

Matters for Committee Decision:

—Creation of a Photography Subcommittee; The new group of 7 volunteers as photographers for *The Compass* has worked well. It is hard for one person to be at every event, but the group can divide the work. The Committee would like to formalize the group as a subcommittee, but tabled the issue to solicit the photographers and ask if they would like to be a subcommittee.

—Social Media Initiative; The Committee first met with GAM, our current vendor for *The Compass*. GAM would provide three posts/week @ \$650/month. GAM could help us with graphics. The Committee also met New Media Horizons, which would provide two posts/day @ \$495 per month. The company deals only with HOAs. It is a one person organization. The Committee favored the HOA experience and saw the sole entrepreneur as having a vested interest in making the service work. Childress gave us a phone quote @ \$750, which was beyond the Committee's budget. The cost of this service with the HOA staff was \$20,000/year, also beyond the current budget. All of the services will monitor the social media for us.

Upon a motion made and duly seconded, the Committee unanimously agreed to recommend that the Board approve moving forward with a contract with New Media Horizons.

—The Compass Going Digital; Prior to the pandemic, residents were notified that *The Compass* was

going digital, and residents still wanting a hard copy mailed needed to inform the HOA. Because of the pandemic and then the change in HOAs, the Committee allowed more time to respond.

Upon a motion made and duly seconded, the Committee unanimously recommended that *The Compass* be distributed digitally to all residents starting with the March/April edition. The default option for distribution will be digital; however, residents can request to receive a hard copy of the newsletter by mail.

—Advisory Committee Needed; Tricia Hemel and Lenore Marema agrees to review the Committee's charter from Cameron Station and a new draft Resolution designed to show the Committee's objectives and guidance to achieve them. They will involve the Committee by email in the process, and expect the review to be completed at the Committee's January 13 meeting.

—Confirm the 2021 Communications Committee Members/Chair; On a motion duly seconded, the Committee unanimously recommended that the Board approve the following members.

- Ava Avila
- Tricia Hemel
- Marian Cavanagh
- Lenore Marema
- Rebecca Pipkins
- Linda Taousakis

Tricia Hemel was elected as its chair by unanimous consent.

Matters for Committee Discussion:

—Door Hang/Postcard Campaign; The Committee discussed a door hanger or a post card mailer as a way to give residents a current notice of the distribution change of the newsletter as well as gather missing email address for the weekly blast. Residents should be encouraged to give their choice on the website, but a handwritten form should also be available.

The Committee concluded that most residents would not take a door hanger, and most likely would discard it. A post card for 1800 units would be expensive, but the HOA already has nearly 3,000 email addresses. The Committee asked the HOA if it could identify which post office addresses for which they already have an email. Homeowners that log in to pay their HOA fees also likely have an email on file. If the HOA can identify which homeowners have emails on file, post cards could be sent to the rest, with a cost saving from mailing to all residents.

—Creation of other Subcommittees; The Committee discussed confirming subcommittees at our next meeting: Welcome Committee (the current group has members not on ComCom); *The Compass*; PR, Photography.

Old Business—none

New Business—none

Next Committee Meeting: January 13

Next Board Meeting—January 26

Tricia Hemel adjourned the meeting at 9:33 pm

DRAFT

Respectfully submitted by, Lenore S. Marema

**MEETING MINUTES
CAMERON STATION COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE
Tuesday December 3, 2020**

The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) for December was held on December 3, 2020. The meeting was called to order at 7:00 p.m. by ARC Chair, Stephen Pearson, with a quorum present. The meeting was conducted via Zoom due to the COVID-19 social distancing guidelines and due to the meeting rooms in the Cameron Club being closed.

ARC MEMBERS IN ATTENDANCE VIA ZOOM

Stephen Pearson- ARC Chair
Gayle Hatheway - ARC Vice Chair
Craig Schuck- ARC Member
Sharon Wilkinson – ARC Member
Kevin Devaney – ARC Member
Jeremy Drislane ARC Member
Paula Caro – ARC Member

MEMBERS ABSENT

None

OTHERS IN ATTENDANCE VIA ZOOM

Cameron Station Residents
Greg Hillson, Board Liaison
Bethlehem Kebede, Recording Secretary

APPROVE AGENDA

MOVE TO: Approve the agenda as amended, “Include emergency roof replacement applications. Application #20-188, #20-189, #20-190, #20-191, #20-192, #20-193 and include motions for member reappointments.”

Moved By: Craig Schuck

Seconded By: Gayle Hatheway

For: All

Against: None

MOTION PASSED

RESIDENTS OPEN FORUM

Cameron Station residents have joined this zoom meeting to discuss their applications and also to participate in the hearing open forum session, but not to speak in the residents open forum.

MOVE TO: “Approve the ARC Meeting Minutes from November as submitted.”

Moved By: Craig Schuck

Seconded By: Sharon Wilkinson

For: All

Against: None

MOTION PASSED

REVIEW OF EXTERIOR MODIFICATION APPLICATIONS

ADDRESS	MODICATION REQUEST	ARC ACTION/VOTE
5108 Grimm Dr.	Tree Replacement	Move to approve as submitted Moved By: Gayle Hatheway Seconded By: Sharon Wilkinson For: All Against: None MOTION PASSED
5110 Grimm Dr.	Tree Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Gayle Hatheway For: All Against: None MOTION PASSED
5002 Grimm Dr.	Roof Replacement	Move to approve as submitted Moved By: Gayle Hatheway Seconded By: Craig Schuck For: All Against: None MOTION PASSED
5264 Bessley Pl	Driveway and Drainpipe repair	Move to return for more information: Property plat, means and method to contain construction water runoff, means of replacing the 2 red cement slabs on the driveway to match the original design. Moved By: Gayle Hatheway Seconded By: Craig Schuck For: All Against: None MOTION PASSED

APPROVED

140 Martin Ln	Roof Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Kevin Devaney For: All Against: None MOTION PASSED
5114 Grimm Dr.	Tree Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Kevin Devaney For: All Against: None MOTION PASSED
158 Martin Ln	Window Replacement	Move to return for more information: scope of work, specific window type and product description Moved By: Gayle Hatheway Seconded By: Craig Schuck For: All Against: None MOTION PASSED
5149 Brawner Pl	Storm door	Move to approve with a stipulation Storm door to match the adjacent door trim Moved By: Craig Schuck Seconded By: Kevin Devaney For: All Against: None MOTION PASSED
324 Helmuth Ln	Roof Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Kevin Devaney For: All Against: None MOTION PASSED
5103 Gardner Dr.	AC Unit Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Sharon Wilkinson For: All Against: None MOTION PASSED
5006 Gardner Dr.	Front Yard Work	Move to approve as submitted Moved By: Craig Schuck Seconded By: Gayle Hatheway For: All Against: None MOTION PASSED

APPROVED

180 Cameron Station Blvd.	Roof Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Gayle Hatheway For: All Against: None MOTION PASSED
182 Cameron Station Blvd.	Roof Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Gayle Hatheway For: All Against: None MOTION PASSED
184 Cameron Station Blvd.	Roof Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Gayle Hatheway For: All Against: None MOTION PASSED
5250 Tancreti Ln	Doorbell Camera	Move to approve as submitted Moved By: Jeremy Drislane Seconded By: Kevin Devaney For: All Against: None MOTION PASSED
217 Medlock Ln	Retroactive Application for Door Replacement	Return for more information: Homeowner to consult with contractor and product supplier for an alternative on product replacement Moved By: Gayle Hatheway Seconded By: Craig Schuck For: All Against: None MOTION PASSED
135 Cameron Station Blvd.	Roof Replacement	Move to approve as submitted Moved By: Gayle Hatheway Seconded By: Sharon Wilkinson For: All Against: None MOTION PASSED

MATTERS FOR INFO/DISCUSSION/DECISION**Board Meeting Report**

There was a brief report made to members on topics discussed from the previous board meeting.

Covenants Report- November 2020

- The number of Comprehensive Inspections conducted in November is 0.
- The number of Resale Inspections conducted in November is 4.
- The number of Exterior Modification Applications reviewed in November is 16.
- No vehicle was towed in November.
- 104 violation letters and 16 application result letters have been mailed in November.
- The January 2021 meeting is on January 5th and applications are due by December 23 for this meeting.

Hearing Open Session

Account 09020; Account 09213; Account 09688; Account 08949 were present for this session and discussed their hearings with the committee.

MOVE TO: "Enter Executive Session for Hearing deliberations at 9:12p.m."

Moved By: Stephen Pearson

Seconded By: Gayle Hatheway

For: All

Against: None

MOTION PASSED

MOVE TO: "Exit Executive Session at 9:25p.m."

Moved By: Stephen Pearson

Seconded By: Craig Schuck

For: All

Against: None

MOTION PASSED

MOVE TO: "Grant 60 days for account 08949 so that the homeowner has time to work to bring the property in compliance"

Moved By: Gayle Hatheway

Seconded By: Jeremy Drislane

For: All

Against: None

MOTION PASSED

MOVE TO: "Assess fines from Account 09020 and Account 08917 for failure to comply with the Associations Policies."

Moved By: Gayle Hatheway

Seconded By: Craig Schuck

For: All

Against: None

MOTION PASSED

APPROVED

MOVE TO: "Adjourn the Meeting at 9:30 p.m."

Moved By: Gayle Hatheway

Seconded By: Kevin Devaney

For: All

Against: None

MOTION PASSED

Minutes prepared by: Bethlehem Kebede, Covenants Administrator

**MEETING MINUTES
CAMERON STATION COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE
Tuesday January 5, 2021**

The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) for January was held on January 5, 2021. The meeting was called to order at 7:00 p.m. by ARC Chair, Stephen Pearson, with a quorum present. The meeting was conducted via Zoom due to the COVID-19 social distancing guidelines and due to the meeting rooms in the Cameron Club being closed.

ARC MEMBERS IN ATTENDANCE VIA ZOOM

Stephen Pearson- ARC Chair
Gayle Hatheway - ARC Vice Chair
Craig Schuck- ARC Member
Sharon Wilkinson – ARC Member
Kevin Devaney – ARC Member
Jeremy Drislane ARC Member
Paula Caro – ARC Member

MEMBERS ABSENT

None

OTHERS IN ATTENDANCE VIA ZOOM

Cameron Station Residents
Greg Hillson, Board Liaison
Bethlehem Kebede, Recording Secretary

APPROVE AGENDA

MOVE TO: Approve the agenda as amended, “Include Application #20-180, #21-08, #21-09, #21-10.”

Moved By: Craig Schuck

Seconded By: Gayle Hatheway

For: All

Against: None

MOTION PASSED

RESIDENTS OPEN FORUM

Cameron Station residents have joined this zoom meeting to discuss their applications and also to participate in the hearing open forum session, but no comments were made during the residents open forum session.

MOVE TO: “Approve the ARC Meeting Minutes from December as submitted.”

Moved By: Craig Schuck

Seconded By: Kevin Devaney

For: All

Against: None

MOTION PASSED

REVIEW OF EXTERIOR MODIFICATION APPLICATIONS

ADDRESS	MODICATION REQUEST	ARC ACTION/VOTE
158 Martin Ln	Window Replacement	Return for more information: the official proposal from the contractors with full scope of work and product description Moved By: Craig Schuck Seconded By: Kevin Devaney For: All Against: None MOTION PASSED
5009 Donovan Dr	Roof Replacement	Move to approve as submitted Moved By: Craig Schuck Seconded By: Gayle Hatheway For: All Against: None MOTION PASSED
5116 O’Neill Lane	Camera	Move to approve as submitted Moved By: Craig Schuck Seconded By: Sharon Wilkinson For: All Against: None MOTION PASSED
104 Cameron Station Blvd.	Deck Repair	Move to approve as submitted Moved By: Gayle Hatheway Seconded By: Kevin Devaney For: All Against: None MOTION PASSED

393 Cameron Station Blvd.	Doorbell Camera	Move to approve with stipulation: that the camera is battery operating and does not require wiring Moved By: Gayle Hatheway Seconded By: Kevin Devaney For: All Against: None MOTION PASSED
Woodland Hall Condominium	Roof Replacement with CertainTeed Material	Move to approve as submitted also work commencement date extended up to 180 days. Moved By: Sharon Wilkinson Seconded By: Craig Schuck For: All Against: None MOTION PASSED
Woodland Hall Condominium	Roof Replacement with GAF Timberline Material	Move to approve as submitted also work commencement date extended up to 180 days. Moved By: Sharon Wilkinson Seconded By: Craig Schuck For: All Against: None MOTION PASSED
259 Murtha St.	Exterior Light Fixture Replacement	Disapproved. Please select a light fixture matching existing or original if available. Moved By: Craig Schuck Seconded By: Gayle Hatheway For: All Against: None MOTION PASSED
5264 Bessley Pl	Driveway and Drainpipe repair	Move to approve as submitted also work commencement date extended up to 180 days. Moved By: Craig Schuck Seconded By: Paula Caro For: Sharon Wilkinson, Kevin Devaney, Stephen Pearson Against: Jeremy Drislane, Gayle Hatheway MOTION PASSED

5034 Gardner Dr	Roof Replacement	Move to approve as submitted Moved By: Paula Caro Seconded By: Craig Schuck For: All Against: None MOTION PASSED
173 Cameron Station Blvd.	Roof Replacement	Approved on the Condition: If the roof is shared homeowner to provide neighbors consent before commencing work and new roof color matches existing or original Moved By: Craig Schuck Seconded By: Kevin Devaney For: All Against: None MOTION PASSED

MATTERS FOR INFO/DISCUSSION/DECISION

Parking Enforcement

The ARC discussed the information included in their meeting packet from management for Henry's Towing to provide parking enforcement services in Cameron Station. After thoughtful consideration and deliberation, the ARC voted disapproving recommending Henry's Towing to the board to provide parking enforcement services in Cameron Station. The ARC prefers having on site personnel inspecting for parking infractions as was done in previous years.

Move to disapprove recommending to the board Henry's Towing to provide parking enforcement services in Cameron Station.

Moved by: Jeremy Drislane

Seconded by: Craig Schuck

For: All

Against: None

MOTION PASSED

Covenants Report- December 2020

- The number of Comprehensive Inspections conducted in December is 0.
- The number of Resale Inspections conducted in December is 4.
- The number of Exterior Modification Applications reviewed in December is 17.
- No vehicle was towed in December.
- 46 violation letters and 17 application result letters have been mailed in December.

- The next meeting is scheduled for February 2nd and applications are due by January 22 for this meeting.

Board meeting report

An ARC member is scheduled to attend the next board meeting.

Hearing Open Session

Residents with account # 09213 and 08963 were present and discussed their hearings with the committee at this session.

MOVE TO: "Convene into Executive Session for Hearing deliberations at 8:45p.m."

Moved By: Stephen Pearson

Seconded By: Gayle Hatheway

For: All

Against: None

MOTION PASSED

Change of attendance Kevin Devaney left the meeting.

MOVE TO: "Exit Executive Session at 9:00p.m."

Moved By: Stephen Pearson

Seconded By: Craig Schuck

For: All

Against: None

Absent: Kevin Devaney

MOTION PASSED

**MOVE TO: "Assess fines from the following accounts for failure to comply with the Associations Policies:
Account R0627657L0508936; R0627704L0508983; R0628690L0509982."**

Moved By: Gayle Hatheway

Seconded By: Craig Schuck

For: All

Against: None

Absent Kevin Devaney

MOTION PASSED

**MOVE TO: "Assess fines from the following account for failure to comply with the Associations Policies:
Account R0627928L0509213"**

Moved By: Craig Schuck

Seconded By: Sharon Wilkinson

For: Paula Caro, Jeremy Drislane, Stephen Pearson

Against: Gayle Hatheway

Absent: Kevin Devaney

MOTION PASSED

Move to waive fines for account R0627684L0508963 for reasons presented by the homeowner during the open hearing session

Moved by: Jeremy Drislane

Seconded by: Craig Schuck

For: All

Against: None

Absent: Kevin Devaney

MOTION PASSED

Move to disapprove homeowners appeal request to waive fines for account R0627735L0509020

Moved by: Craig Schuck

Seconded by: Paula Caro

For: All

Against: None

Absent: Kevin Devaney

MOTION PASSED

MOVE TO: "Adjourn the Meeting at 9:00 p.m."

Moved By: Gayle Hatheway

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Kevin Devaney

MOTION PASSED

Minutes prepared by: Bethlehem Kebede, Covenants Administrator

A&E Committee Meeting Minutes

Call to order

A meeting of [Cameron Station Activities & Events Committee](#) was held online on November 4, 2020.

Attendees

Attendees included [Andrew Yang](#), [Ritah Karera](#), [Rebecca Stalnaker](#), [Amanda Wilkinson](#), [Mindy Dullea](#)

Members not in attendance

Catherine Ricketson, Susan Smith

Approval of minutes

Last month's minutes were approved

Upcoming Events

New Members:

- Approved new member Mindy Dullea

Holiday Event (Saturday-Sunday December 12-13):

- Decorate the gazebo with lights, reindeer, stars, garland (storage closet has garland?)
- Buy or rent large wooden sled for photo, Amanda
- Amanda will check if same photographer is available Dec 12-13
- Rebecca will check with Buffalo and Bergen Bagels for cost/availability of pre-made bags
- Also discussed: candy canes, Maggiano's (too expensive?), goodie bag, hot chocolate (too much hassle), gift card for restaurants (too expensive)
- Discussed House Decorating contest idea, but decided to go with a single holiday event

Past Events

Photographer Event:

- Event went smoothly except one mask complaint, which the photographer addressed
- Unlikely to approve Cameron Station to own all copyrights to photos
- Coordinate with Irina Babb about extra cookies if similar situation occurs in the future

New Ideas

- Potential for Virtual Events to continue next year



MEMORANDUM

TO: Cameron Station Board of Directors
Financial Advisory Committee

FROM: James M. Orlick, Director of Financial Services

DATE: December 15, 2020

RE: November 2020 Financial Statement Summary

This summary reflects the un-audited fiscal year-to-date 2020 financial entries.

EXECUTIVE SUMMARY

	ACTUAL	BUDGET	VARIANCE
Total Cash and Investments	\$ 3,356,987		
Year to Date Income (net of Reserve and Capital Improvement, Contributions)	\$ 2,055,675	\$ 2,075,342	(\$ 19,667) - U
Year to Date Expense	\$ 1,729,107	\$ 2,083,042	\$353,934 - F
Net Income Year to Date, surplus/ (loss)	\$ 326,568	\$ (7,185)	\$ 334,267 - F

U: Unfavorable

F: Favorable

ACCOUNTS RECEIVABLE AGING SUMMARY

1-30	31-60	61-90	91-	Total
2,858.99	24,406.95	633.38	21,712.22	49,611.54

INVESTMENTS

GL Account & Institution	Investment Type	Balance as of 11/30/2020
Union Bank Operating	Operating-Checking	\$233,577
Union Bank Operating Petty Cash	Operating – Imprest	2,452
Congressional Bank Operating	Operating-Money Market	\$120,024
Congressional Bank Operating Fund-ICS	Operating-ICS	\$273,116
Union Bank Replacement Fund	Reserve Money Market	\$88,035
Morgan Stanley MM	Reserve Money Market	\$ 2
Morgan Stanley Investments	Reserve CD Accounts	\$1,365,000
Congressional Bank	Reserve Money Market	\$125,110
Congressional Bank	Reserve ICS	\$1,117,687
Union Bank Capital Improvement Fund	Capital Improvement MM	\$ 25,221
Accrued Interest Receivable	Reserve Accrued Interest	\$6,763
Total Cash & Investments		\$ 3,356,987

Balance Sheet:

The Accounts Receivable Residential Assessments account as of November 30, 2020 was \$49,612. The net delinquency rate is approximately 1.938%, which is below the industry standard of 3% - 5%. This is based on the formula as follows: Net Residential Assessments Receivable \$49,612/Total Annual Assessments: \$2,559,508.00= 1.938%.

Repair & Replacement Reserves and Capital Improvement balances total \$2,727,818 and are fully supported by cash and investments. This is calculated as follows:

\$ 3,356,987 Cash and Investments		\$ 3,013,677 Total Cash Available
<u>\$ 343,310 Total Current Liabilities</u>	→	<u>-\$ 2,564,130 Total Resrv. & Cap Improvement</u>
\$ 3,013,677 Total Cash Available		\$ 449,547 Positive Cash Position

Prior Years Owner's Equity*, which has a balance of \$390,577.14, is well within the 10 – 20% of the Association's budget. This is recommended by the auditor. **\$390,577.14/\$2,559,508.00=15.26%.**

There will be adjustments made and reflected on the December Balance Sheet to the Capital Improvement account established in November. The Fund Balance reflected is understated in November.

**The Association's Unappropriated Prior Year Owner's Equity is the cumulative amount of net income or losses since the inception of the Association. Each year the net income (or loss) is added (or subtracted) to/from this amount. Auditors recommend that it is healthy for Associations to have between 10-20% of the Association's annual assessments in this line item.*

Income Statement Report:

The Income Statement Report reflects a year-to-date income, net of Reserve Contributions, of \$2,055,675 which is (\$19,667) lower than the budgeted amount of \$2,075,342.

Year to Date Income Variances UNFAVORABLE by \$2,500.00 or more:

Newsletter Advertising- Unfavorable by \$2,830. Less than anticipated.

Charitable Donations – Unfavorable by \$4,500. Less donations than anticipated.

Club Cleaning Fees – Unfavorable by \$3,625. Fewer room rentals due to Covid-19.

HOA Compliance Fees – Unfavorable by \$8,980. Fewer charges than anticipated.

Interest Income Operating– Unfavorable by \$4,742.

Room Rental Income – Unfavorable by \$4913. Fewer room rentals than anticipated.

Year to Date Income Variances FAVORABLE by \$2,500.00 or more:

Interest Income-Reserves – Favorable by \$2,712.

Year-to-date expenses total \$1,729,107 which is \$353,934 less than the budgeted amount of \$2,083,042. Below are a few line items that I would like to bring to your attention, as they have a variance of more than \$2,500.00 of the year-end budgeted amount.

Year to Date Expense Variances FAVORABLE by \$2,500.00 or more:

Common Area Maintenance & Services:

Turf Treatments & Enhancements – Favorable by \$2,880. Charges have not been incurred as budgeted.

General Repair & Maintenance – Favorable by \$3,177. Charges have not been incurred as budgeted.

General Maintenance Supplies – Favorable by \$3,195. Charges have not been incurred as budgeted.

TMP Expenses – Favorable by \$116,136. Service has been temporarily discontinued.

Lighting Supplies R&M – Favorable by \$8,824. Charges have not been incurred as budgeted.

Linear Park Landscape – Favorable by \$4,287. Charges have not been incurred as budgeted.

Street Repair and Maintenance – Favorable by \$6,200. Less usage than predicted.

Snow Removal – Favorable by \$55,713. Expect this to change by year-end.

Landscaping Repair & Maintenance

Storm Recovery R&M – Favorable by \$2,840. Less than predicted repairs and maintenance required.

Cameron Club Maintenance and Operations:

Clubhouse Utilities – Favorable by \$6,607. Less utility usage from clubhouse closures.

Janitorial Services – Favorable by \$7,835. Less than predicted services required due to Covid-19.

Special Cleanings – Favorable by \$4,017. Less than predicted usage.

Pool Management – Favorable by \$17,685. This includes the miscoding of the refund from the pool management company in the amount of \$8,334 reflected above. Pool was closed during much of the season.

Safety & Security – Favorable by \$4,605. Less than predicted usage.

Fire Suppression Systems – Favorable by \$4,373. Expect additional expenses of \$4,893 in December causing a shortfall of \$520 in this account.

Building Repair & Maintenance – Favorable by \$4,941. Less usage year-to-date than predicted.

Fitness Equipment R&M – Favorable by \$4,923. Less maintenance required due to the decrease usage.

Access System Supplies – Favorable by \$4,500. Less usage than predicted due to center closures.

Pool Supplies – Favorable by \$4,580. Fewer supplies needed due to pool closure.

Trash Removal

Trash Removal – Favorable by \$2,746. Less in charges than predicted.

Activities:

Events and Awards – Favorable by \$22,949. Events suspended due to Covid-19.

Communications:

Other Communications – Favorable by \$4,607. Less usage than predicted.

Newsletter Services – Favorable through November by \$5,004. Expect additional expenditures in December of \$3,674, leaving a small favorable budget position.

Management Services:

Administrative Salaries – Favorable by \$89,480. Feb-July was without a General Manager or Assistant General Manager. Additional savings with CAMP.

Payroll Taxes/Benefits/Costs – Favorable by \$44,898. Feb-July was without a General Manager or Assistant General Manager. Additional savings with CAMP.

Administration:

Acct Setup/DD/Coupons – Favorable by \$2,644. Included in CAMP's fee schedule.

Licenses and Permits – Favorable by \$3,619. Less usage than predicted YTD.

Architectural Comprehensives – Favorable by \$6,192. No funds have been spent.

Postage – Favorable by \$3,239. Less usage than predicted.

Parking Enforcement – Favorable by \$13,750. No funds have been spent.

Decals and Parking Passes – Favorable by \$7,235. Less usage than predicted.

Year to Date Expense Variances UNFAVORABLE by \$2500 or More

Common Area Maintenance:

Water Service – Unfavorable by \$4,557. Higher usage than expected.

Pet Stations – Unfavorable by \$4,569. Relationship with current vendor has ended. Duties now be performed by in-house staff.

Tree and Shrub Maintenance – Unfavorable by \$11,791. Expenses exceeded expectations.

Landscape Repair & Maintenance:

Erosion Control – Unfavorable by \$8,156. Expenses have exceeded expectations.

Cameron Club Maintenance & Operation:

Health Club Management/Staff – Unfavorable by \$13,500. Change in contract terms regarding Covid-19.

Other Operating Expenses

Other Expenses – Unfavorable by \$2,602.60. Unbudgeted transition expenditure removing outstanding deposits from Prior Management Company.

Professional Services:

Audit & Tax Services – Unfavorable by \$5,604. Additional audit services provided in connection with transition.

Legal Services – General Council – Unfavorable by \$25,916. Expenses have exceeded the budget.

Legal Services – Collections – Unfavorable by \$4,673. Collection activities have exceeded expectations.

Insurance

Umbrella Insurance – Unfavorable by \$3,248. Premium is higher than anticipated.

Management Services:

Management Fees – Unfavorable by \$17,297. Expenses have exceeded the budget.

Administration:

Computer Network/C3 – Unfavorable by \$7,521. Expenses have exceeded expectations.

Office Supplies – Unfavorable by \$6,951. Expenses have exceeded expectations due to additional needs related to covid-19.

Printing and Copying – Unfavorable by \$12,392. Expenses have exceeded expectations.

Annual Meeting Expenses – Unfavorable by \$3,262. Expenses are increased due to the requirement to have electronic voting.

Taxes:

Income Tax Expense – Unfavorable by \$4,551. Much of the variance caused by budget spread.

Overall, there is a positive variance between annual income and expenses in the amount of \$334,267 through November 30, 2020. Management will continue to closely monitor the monthly expenses of the Association and will advise the Board of any specific issues that may have an impact to the budget.

Cameron Station Community Association, Inc.

Detailed Balance Sheet

(Amounts rounded to nearest dollar)

	(1) Operating Fund	(2) Replacement Fund	(3) Capital Improvement	All Funds
	As of	As of	As of	As of
	11/30/2020	11/30/2020	11/30/2020	11/30/2020
	Actual	Actual	Actual	Actual
ASSETS				
Current Assets				
Cash - Operating Fund	233,577	0	0	233,577
Cash - Congressional Bank Operating	120,024	0	0	120,024
Cash - Congressional Bank ICS Operating	273,116	0	0	273,116
Cash - Petty Cash	2,452	0	0	2,452
Cash - Replacement Fund	0	88,035	0	88,035
Cash - Congressional Bank Money Market	0	125,110	0	125,110
Cash - Morgan Stanley Reserve MM	0	2	0	2
Cash - Congressional Bank ICS-Reserve	0	1,117,687	0	1,117,687
Cash - Union Bank Capital Improvement Fund	0	0	25,221	25,221
Cash - Replacement Fund CD	0	1,365,000	0	1,365,000
Accounts Receivable	49,612	0	0	49,612
Accrued Investment Interest	0	6,763	0	6,763
Allowance for Bad Debts	(5,900)	0	0	(5,900)
Prepaid Expenses	32,786	0	0	32,786
Prepaid Insurance	13,014	0	0	13,014
Interfund Assets (Liabilities)	163,687	(144,061)	(19,627)	0
Total Current Assets	882,367	2,558,536	5,594	3,446,498
Other Assets				
Other Assets	4,353	0	0	4,353
Total Other Assets	4,353	0	0	4,353
TOTAL ASSETS	886,720	2,558,536	5,594	3,450,851
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Current Liabilities				
Accounts Payable	13,845	0	0	13,845
Transfer Fees Payable	58	0	0	58
Prepaid Assessments	83,618	0	0	83,618
Deferred Assessments	213,932	0	0	213,932
Other Current Liabilities	14,390	0	0	14,390
Other Accrued Expenses	17,959	0	0	17,959
Income Taxes Payable	(493)	0	0	(493)
Total Current Liabilities	343,310	0	0	343,310
TOTAL LIABILITIES	343,310	0	0	343,310
FUND BALANCES				
Fund Transfers	(173,735)	173,735	0	0
Prior Years Surplus (Deficit)	390,577	2,107,470	0	2,498,047

YTD Net Surplus (Deficit)	326,568	277,331	5,594	609,494
TOTAL FUND BALANCES	543,411	2,558,536	5,594	3,107,541
TOTAL LIABILITIES AND FUND BALANCES	886,720	2,558,536	5,594	3,450,851

Cameron Station Community Association, Inc.

Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 11/30/2020				YTD 11/30/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Revenues											
Assessments											
Regular Assessments											
SF/TH Assessment	121,115	120,402	713	1%	1,325,091	1,324,427	665	0%	1,444,829	119,738	8%
Bad Debt Adjustment	3,012	0	3,012	100%	(578)	(5,000)	4,422	(88%)	(7,500)	(6,922)	92%
TOTAL Regular Assessments	124,127	120,402	3,725	3%	1,324,513	1,319,427	5,087	0%	1,437,329	112,816	8%
TMP Assessments											
TMP Assessment	17,294	17,243	51	0%	189,779	189,674	105	0%	206,917	17,138	8%
TOTAL TMP Assessments	17,294	17,243	51	0%	189,779	189,674	105	0%	206,917	17,138	8%
Commercial Assessments											
Commercial Assessments	2,759	2,759	0	0%	30,350	30,350	0	0%	33,109	2,759	8%
TOTAL Commercial Assessments	2,759	2,759	0	0%	30,350	30,350	0	0%	33,109	2,759	8%
Condo Assessments											
Condo Assessment	72,888	72,888	0	0%	801,769	801,765	4	0%	874,653	72,884	8%
TOTAL Condo Assessments	72,888	72,888	0	0%	801,769	801,765	4	0%	874,653	72,884	8%
Reserve Contributions											
Repair & Replacement Expenses	(30,707)	(30,707)	0	0%	(337,775)	(337,775)	0	0%	(368,482)	(30,707)	8%
Capital Improvement Reserve	(2,000)	(2,000)	0	0%	(22,000)	(22,000)	0	0%	(24,000)	(2,000)	8%
TOTAL Reserve Contributions	(32,707)	(32,707)	0	0%	(359,775)	(359,775)	0	0%	(392,482)	(32,707)	8%
TOTAL Assessments	184,362	180,586	3,776	2%	1,986,636	1,981,441	5,196	0%	2,159,526	172,890	8%
Other Income											
Late Fees & Interest	0	617	(617)	(100%)	9,046	6,783	2,262	33%	7,400	(1,646)	(22%)
Legal Reimbursements	250	500	(250)	(50%)	7,895	5,500	2,395	44%	6,000	(1,895)	(32%)
Late Payment Charges Waived	0	0	0	0%	(560)	0	(560)	(100%)	0	560	100%
Newsletter Advertising	0	0	0	0%	3,170	6,000	(2,830)	(47%)	6,000	2,830	47%
Charitable Donations	0	0	0	0%	4,300	8,800	(4,500)	(51%)	8,800	4,500	51%
Miscellaneous Income	0	0	0	0%	86	0	86	100%	0	(86)	0%
Club Cleaning Fees	0	500	(500)	(100%)	1,875	5,500	(3,625)	(66%)	6,000	4,125	69%
Reimbursements	0	0	0	0%	1,454	0	1,454	100%	0	(1,454)	0%
Website Income	0	83	(83)	(100%)	600	917	(317)	(35%)	1,000	400	40%
Returned Payment Fees	25	0	25	100%	250	0	250	100%	0	(250)	0%
HOA Compliance Fees	0	417	(417)	(100%)	(4,396)	4,583	(8,980)	(196%)	5,000	9,396	188%
Interest Income - Operating	63	1,058	(995)	(94%)	6,900	11,642	(4,742)	(41%)	12,700	5,800	46%
Interest Income - Reserves	2,436	2,417	20	1%	29,296	26,583	2,712	10%	29,000	(296)	(1%)

Cameron Station Community Association, Inc.

Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 11/30/2020				YTD 11/30/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Room Rental Income	0	667	(667)	(100%)	2,420	7,333	(4,913)	(67%)	8,000	5,580	70%
Facilities Passes/Guest Fees	0	100	(100)	(100%)	515	1,900	(1,385)	(73%)	2,000	1,485	74%
Resale Processing Fees	0	440	(440)	(100%)	6,190	8,360	(2,170)	(26%)	8,800	2,610	30%
TOTAL Other Income	2,774	6,798	(4,024)	(59%)	69,039	93,902	(24,862)	(26%)	100,700	31,661	31%
TOTAL Revenues	187,136	187,384	(248)	0%	2,055,675	2,075,342	(19,667)	(1%)	2,260,226	204,551	9%
Expenses											
Operating Expenses											
Direct Operating Expenses											
Common Area Maint & Services											
Electric Service	3,100	3,417	317	9%	37,621	37,583	(37)	0%	41,000	3,379	8%
Water Service	(1,182)	0	1,182	100%	24,557	20,000	(4,557)	(23%)	20,000	(4,557)	(23%)
Grounds & Landscaping - Contract	12,996	12,996	0	0%	144,311	142,956	(1,355)	(1%)	155,952	11,641	7%
Flower Rotation & Landscape Enhancements	(3,158)	0	3,158	100%	20,649	23,000	2,351	10%	23,000	2,351	10%
Turf Treatments & Enhancements	5,000	0	(5,000)	(100%)	17,120	20,000	2,880	14%	20,000	2,880	14%
General Repair & Maintenance	(660)	767	1,427	186%	5,256	8,433	3,177	38%	9,200	3,944	43%
General Maintenance Supplies	765	542	(223)	(41%)	2,764	5,958	3,195	54%	6,500	3,736	57%
Irrigation System Contract	5,473	4,000	(1,473)	(37%)	19,770	22,150	2,380	11%	22,150	2,380	11%
TMP Expenses	(11,136)	17,500	28,636	164%	76,364	192,500	116,136	60%	210,000	133,636	64%
Pest Control	124	208	84	40%	2,414	2,292	(122)	(5%)	2,500	86	3%
Lighting Supplies R&M	6,886	3,167	(3,719)	(117%)	26,009	34,833	8,824	25%	38,000	11,991	32%
Linear Park Landscape Maintenance	2,483	0	(2,483)	(100%)	17,381	21,668	4,287	20%	21,668	4,287	20%
Pet Stations	(413)	708	1,121	158%	12,360	7,792	(4,569)	(59%)	8,500	(3,860)	(45%)
Tree & Shrub Maintenance	6,471	0	(6,471)	(100%)	45,791	34,000	(11,791)	(35%)	34,000	(11,791)	(35%)
Street Repair & Maintenance	0	0	0	0%	300	6,500	6,200	95%	6,500	6,200	95%
Fountain Maintenance	0	0	0	0%	0	1,000	1,000	100%	1,000	1,000	100%
Snow Removal	0	14,000	14,000	100%	287	56,000	55,713	99%	70,000	69,713	100%
TOTAL Common Area Maint & Services	26,750	57,304	30,555	53%	452,954	636,666	183,711	29%	689,970	237,016	34%
Pool Operating Expenses											
Contract Maintenance	(8,334)	0	8,334	100%	(8,334)	0	8,334	100%	0	8,334	100%
TOTAL Pool Operating Expenses	(8,334)	0	8,334	100%	(8,334)	0	8,334	100%	0	8,334	100%
Landscaping Repair & Maintenance											

Cameron Station Community Association, Inc.
Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 11/30/2020				YTD 11/30/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Erosion Control	3,725	833	(2,892)	(347%)	17,323	9,167	(8,156)	(89%)	10,000	(7,323)	(73%)
Irrigation Repairs	0	0	0	0%	5,098	3,800	(1,298)	(34%)	3,800	(1,298)	(34%)
Storm Recovery R&M	0	500	500	100%	1,160	4,000	2,840	71%	4,000	2,840	71%
TOTAL Landscaping Repair & Maintenance	3,725	1,333	(2,392)	(179%)	23,581	16,967	(6,614)	(39%)	17,800	(5,781)	(32%)
Cameron Club Maint & Operation											
Miscellaneous Expense	30	83	53	64%	140	917	777	85%	1,000	860	86%
Health Club Management/Staff	15,845	13,759	(2,086)	(15%)	164,853	151,353	(13,500)	(9%)	165,112	259	0%
Clubhouse Utilities	107	3,200	3,093	97%	28,593	35,200	6,607	19%	38,400	9,807	26%
Uniforms	0	400	400	100%	0	800	800	100%	800	800	100%
Elevator Services	1,009	375	(634)	(169%)	4,646	4,125	(521)	(13%)	4,500	(146)	(3%)
Fire Prevention & Protection	542	833	291	35%	8,278	9,167	888	10%	10,000	1,722	17%
HVAC Services	212	0	(212)	(100%)	5,558	5,000	(558)	(11%)	6,000	442	7%
Janitorial Services	3,535	3,535	0	0%	31,050	38,885	7,835	20%	42,420	11,370	27%
Special Cleanings	0	583	583	100%	2,400	6,417	4,017	63%	7,000	4,600	66%
Pool Management	0	0	0	0%	56,989	66,340	9,351	14%	66,340	9,351	14%
Safety & Security	0	450	450	100%	645	5,250	4,605	88%	5,500	4,855	88%
Fire Suppression System	963	0	(963)	(100%)	1,627	6,000	4,373	73%	6,000	4,373	73%
Building Repair & Maintenance	0	1,167	1,167	100%	7,876	12,817	4,941	39%	14,000	6,124	44%
Community Center Improvement	0	167	167	100%	1,200	1,833	633	35%	2,000	800	40%
Fitness Equipment R&M	1,777	792	(985)	(124%)	3,785	8,708	4,923	57%	9,500	5,715	60%
Fitness Center Supplies	0	500	500	100%	4,107	5,500	1,393	25%	6,000	1,893	32%
Access System Supplies	0	500	500	100%	0	4,500	4,500	100%	4,500	4,500	100%
Access System Repairs	0	170	170	100%	0	1,900	1,900	100%	2,000	2,000	100%
Pool Repair & Maintenance	0	0	0	0%	4,147	4,000	(147)	(4%)	4,000	(147)	(4%)
Pool Supplies	0	0	0	0%	420	5,000	4,580	92%	5,000	4,580	92%
Recreation Equipment	0	333	333	100%	1,598	3,667	2,068	56%	4,000	2,402	60%
TOTAL Cameron Club Maint & Operation	24,019	26,848	2,829	11%	327,912	377,378	49,466	13%	404,072	76,160	19%
Trash Removal											
Trash & Recycling Service	24,189	26,980	2,791	10%	294,033	296,779	2,746	1%	323,759	29,726	9%
TOTAL Trash Removal	24,189	26,980	2,791	10%	294,033	296,779	2,746	1%	323,759	29,726	9%
Other Operating Expenses											
Other Expenses	2,603	0	(2,603)	(100%)	2,603	0	(2,603)	(100%)	0	(2,603)	0%

Cameron Station Community Association, Inc.
Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 11/30/2020				YTD 11/30/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Signage	(149)	500	649	130%	2,481	2,500	19	1%	2,500	19	1%
TOTAL Other Operating Expenses	2,453	500	(1,953)	(391%)	5,084	2,500	(2,584)	(103%)	2,500	(2,584)	(103%)
TOTAL Direct Operating Expenses	72,802	112,966	40,164	36%	1,095,230	1,330,289	235,060	18%	1,438,101	342,871	24%
General and Administrative Expenses											
Professional Services											
Audit & Tax Services	5,604	0	(5,604)	(100%)	12,456	6,800	(5,656)	(83%)	6,800	(5,656)	(83%)
Reserve Studies	0	0	0	0%	0	1,500	1,500	100%	1,500	1,500	100%
Legal Services - General Counsel	5,552	2,500	(3,052)	(122%)	53,416	27,500	(25,916)	(94%)	30,000	(23,416)	(78%)
Legal Services	300	333	33	10%	2,900	3,667	767	21%	4,000	1,100	28%
Legal Services - Collections	3,694	1,750	(1,944)	(111%)	23,923	19,250	(4,673)	(24%)	21,000	(2,923)	(14%)
TOTAL Professional Services	15,150	4,583	(10,567)	(231%)	92,695	58,717	(33,979)	(58%)	63,300	(29,395)	(46%)
Activities											
Events & Awards	1,450	0	(1,450)	(100%)	9,195	32,144	22,949	71%	37,500	28,305	75%
TOTAL Activities	1,450	0	(1,450)	(100%)	9,195	32,144	22,949	71%	37,500	28,305	75%
Communications											
Other Communications	0	500	500	100%	893	5,500	4,607	84%	6,000	5,107	85%
Newsletter Services	0	2,583	2,583	100%	10,496	15,500	5,004	32%	15,500	5,004	32%
Website Maintenance	70	292	222	76%	1,505	3,208	1,703	53%	3,500	1,995	57%
TOTAL Communications	70	3,375	3,305	98%	12,894	24,208	11,314	47%	25,000	12,106	48%
Insurance											
D&O Insurance Premiums	440	458	18	4%	4,815	5,042	226	4%	5,500	685	12%
General Liability Insurance	1,341	1,417	75	5%	17,154	15,583	(1,570)	(10%)	17,000	(154)	(1%)
Umbrella Insurance	1,429	929	(500)	(54%)	13,469	10,221	(3,248)	(32%)	11,150	(2,319)	(21%)
Fidelity/Worker's Compensation	52	50	(2)	(4%)	601	550	(51)	(9%)	600	(1)	0%
Crime Protection Coverage	300	308	8	3%	3,300	3,392	92	3%	3,700	400	11%
Cyber Liability \$3 Million Coverage	291	325	34	10%	3,204	3,575	371	10%	3,900	696	18%
TOTAL Insurance	3,854	3,488	(366)	(11%)	42,543	38,363	(4,180)	(11%)	41,850	(693)	(2%)
Management Services											
Administrative Salaries	22,258	28,174	5,916	21%	220,436	309,917	89,480	29%	338,091	117,655	35%
Payroll Taxes/Benefits/Costs	1,492	7,566	6,074	80%	38,331	83,230	44,898	54%	90,796	52,465	58%
Management Reimbursements	140	250	110	44%	3,382	2,750	(632)	(23%)	3,000	(382)	(13%)
Management Fees	12,241	7,917	(4,324)	(55%)	104,381	87,083	(17,297)	(20%)	95,000	(9,381)	(10%)
TOTAL Management Services	36,131	43,907	7,776	18%	366,530	482,980	116,450	24%	526,887	160,357	30%

Cameron Station Community Association, Inc.
Schedule of Revenues and Expenses - Actual vs. Budget (Accrual)

Operating Fund

(Amounts rounded to nearest dollar)

	Month Ending 11/30/2020				YTD 11/30/2020				Budget		
	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Actual	\$ Budget	\$ Variance	Var %	\$ Annual	\$ Remaining	Rem %
Administration											
Bank Charges	(26)	20	46	228%	(642)	220	862	392%	240	882	367%
Board Support	152	833	681	82%	7,326	9,167	1,841	20%	10,000	2,674	27%
Acct Setup/DD/Coupons	0	833	833	100%	6,523	9,167	2,644	29%	10,000	3,477	35%
Collection Charges	0	250	250	100%	4,291	2,750	(1,541)	(56%)	3,000	(1,291)	(43%)
IT Support	1,509	833	(676)	(81%)	16,687	9,167	(7,521)	(82%)	10,000	(6,687)	(67%)
Licenses and Permits	0	0	0	0%	381	4,000	3,619	90%	4,000	3,619	90%
Architectural Comprehensives	0	688	688	100%	0	6,192	6,192	100%	6,880	6,880	100%
Office Supplies	3,228	292	(2,937)	(>999%)	10,159	3,208	(6,951)	(217%)	3,500	(6,659)	(190%)
Postage	190	833	643	77%	5,928	9,167	3,239	35%	10,000	4,072	41%
Printing and Copying	10,210	625	(9,585)	(>999%)	19,267	6,875	(12,392)	(180%)	7,500	(11,767)	(157%)
Office Equipment Lease	408	583	175	30%	6,173	6,417	244	4%	7,000	827	12%
Bundled Telecom Services	1,133	1,102	(31)	(3%)	10,857	12,117	1,259	10%	13,218	2,361	18%
Annual Meeting Expenses	2,618	2,500	(118)	(5%)	5,762	2,500	(3,262)	(130%)	2,500	(3,262)	(130%)
Temp Desk Coverage	0	500	500	100%	4,336	5,500	1,165	21%	6,000	1,665	28%
Parking Enforcement	0	1,250	1,250	100%	0	13,750	13,750	100%	15,000	15,000	100%
Courier Service	0	63	63	100%	368	688	320	46%	750	382	51%
Software Licenses	48	42	(6)	(15%)	289	458	170	37%	500	211	42%
Decals & Parking Passes	0	2,500	2,500	100%	265	7,500	7,235	96%	7,500	7,235	96%
TOTAL Administration	19,471	13,747	(5,724)	(42%)	97,970	108,841	10,871	10%	117,588	19,618	17%
TOTAL General and Administrative Expenses	76,126	69,100	(7,026)	(10%)	621,827	745,252	123,425	17%	812,125	190,298	23%
TOTAL Operating Expenses	148,928	182,065	33,137	18%	1,717,057	2,075,542	358,485	17%	2,250,226	533,170	24%
Taxes											
Income Tax Expense	0	0	0	0%	12,051	7,500	(4,551)	(61%)	10,000	(2,051)	(21%)
TOTAL Taxes	0	0	0	0%	12,051	7,500	(4,551)	(61%)	10,000	(2,051)	(21%)
TOTAL Expenses	148,928	182,065	33,137	18%	1,729,107	2,083,042	353,934	17%	2,260,226	531,119	23%
NET SURPLUS (DEFICIT)	38,208	5,319	32,890	618%	326,568	(7,699)	334,267	(>999%)	0	(326,568)	0%

Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021

TOPIC: Ratification of Trash Contract


Motion:

"I move to ratify the motion made, seconded and unanimously approved via email regarding the trash contract as noted below".

2nd:

Summary:

On December 24th, the following motion was made, seconded and unanimously approved via email to clarify the final terms of the trash contract with Bates that had been previously approved by the Board at the October 2020 Board meeting. As you will recall, at the time the initial motion was made in October, it was not known that the 3 condominium sub-associations would agree to be included in the master contract with Bates. The motion below reflects the final details which include the 3 condominiums.

I  MOVE that the Board accepts the Bates Trucking trash contract as finalized with a pricing structure that reflects a total contract amount of \$312,797.16 broken down as follows: 1) the Master Association fee is \$272,271.88 which includes the following sub associations: Oakland Hall, Woodland Hall and the Condominiums at Cameron Station Boulevard; and 2) the addition of the Residences at Cameron Station (the "Residences") for an annual cost of \$24,960 and Carlton Place of \$15,565.88. The fee for the Residences increased by \$4,796.76 from the initial amount indicated by Bates. All of the charges for trash service will be taken from the Trash Expense line item which has an annual budget of \$323,759 for 2021.

CAMP Recommendation

This decision should be ratified so that it is appropriately incorporated into the Board meeting minutes.

Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021

TOPIC: Confirmation of Meeting Schedule

Motion:

"I move to approve the meeting schedule as the last Tuesday of each month at 7:00 p.m. with the exception of November and December which will be a joint meeting scheduled for December 7th".

2nd:

Summary:

The meeting schedule for 2021 is set for the last Tuesday of each month at 7:00 p.m. which is as follows:

- January 26, 2021
- February 23, 2021
- March 30, 2021
- April 27, 2021
- May 25, 2021
- June 29, 2021
- July 27, 2021
- August 31, 2021
- September 28, 2021
- October 26, 2021
- December 7, 2021

CAMP Recommendation

It is recommended that the schedule noted above be adopted and it will be published on the website.

Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021

TOPIC: Reappointment of Committee Chairs and Committee Members

Motion:

"I move to approve the confirmation of the Committee Chairs and Committee members as specified below".

2nd:

Summary:

The Committee Charters maintain a provision that requires confirmation of the Committee Chairs each January. We have confirmed the recommendation of each Committee for the following Chairpersons:

- | | |
|---------------------------|-----------------|
| 1. CCFC: | Ray Celeste |
| 2. CAC: | Robert Burns |
| 3. Communications: | Tricia Hemel |
| 4. Activities and Events: | Andy Yang |
| 5. ARC: | Stephen Pearson |

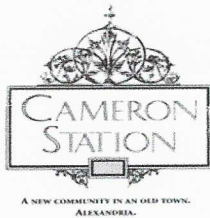
In addition, the CCFC is recommending the appointment of a new Committee member and the ARC is recommending the reappointment of 2 existing members whose terms are expiring.

Committee Members Appointments:

CCFC: Hans Estes (new member)
ARC: Jeremy Drislane (current member - reappointment)
Kevin Devaney (current member – reappointment)

CAMP Recommendation

It is recommended that the Chairpersons and Committee members be approved as recommended.



CAMERON STATION COMMUNITY ASSOCIATION, INC.
Committee Member Registration Form

Please submit the completed form to the Cameron Station Management office for review by the individual Committee Chairs and the Board of Directors:

Name: Hans Estes
Home Address: 327 Helmuth Lane
Email Address: cuppestes@aol.com
Telephone Number: _____ (Cell) 830 837 0009 _____ (Home)

Condominium Owners please check the appropriate box:

- ☐ Carlton Place Condominium
- ☐ Condominiums at Cameron Station Blvd.
- ☐ Main Street Condominium
- ☐ Oakland Hall Condominium
- ☐ Residences at Cameron Station
- ☐ Woodland Hall Condominium

1) Check the name of the Committee you would like to join (please include a 2nd choice as well):

- ☐ Architectural Review Committee
- ☒ Activities & Events Planning Committee 2nd choice
- ☒ Cameron Club Facilities Committee
- ☐ Common Area Committee
- ☐ Communications Committee
- ☐ Financial Advisory Committee

2) Provide a brief statement describing your qualifications (you may attach any pertinent information):

Retired military; taught ROTC @ University;
Student Soc Coordinator @ Central Texas College

3) State your reasons why you would like to join this committee:

I have the time and would like to get
more involved in the community,

Thank you for your time and interest.

Cameron Station Community Association, Inc. 200 Cameron Station Boulevard, Alexandria, Virginia 22304
Phone (703) 567-4881 Fax (703) 567-4883 communitymanager@cameronstation.org

Updated: September 3, 2010



**Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021**

TOPIC: Retainer Agreement

Motion:

"I move to approve the Retainer Agreement as provided by Todd Sinkins with Rees Broome".

2nd.

Summary:

As requested, attached is an updated Retainer Agreement provided by the Association's legal counsel, Todd Sinkins with Rees Broome. As you know, Todd has been representing the Association for over 20 years and has a wealth of knowledge regarding the Association's governing documents, the requirements of the various Special Use Permits along with an abundance of historical HOA information about Cameron Station.

Although the Association has operated under a Retainer Agreement with Todd Sinkins for many years, a copy of this Agreement is not on file and this is an opportunity to update the Association's records accordingly. The Retainer Agreement includes all telephone conversations and one annual work session at a rate of \$300 per month, which is consistent with the current billing and is also included in the 2021 budget.

CAMP Recommendation

It is recommended that the Board approve the Retainer Agreement as submitted.

1900 Gallows Road, Suite 700
Tysons Corner, Virginia 22182
Phone: (703) 790-1911
Fax: (703) 848-2530
www.reesbroome.com

FOUNDERS
Joel M. Birken
Jonathan J. Broome, Jr.
James M. Rees (1941-1986)

Todd A. Sinkins
Shareholder
Admitted: VA, DC

tsinkins@reesbroome.com

January 6, 2021

VIA ELECTRONIC MAIL -hgraham@gocampmgmt.com

Cameron Station Community Association
Board of Directors
c/o Heather Graham, Executive Vice President
Community Association Management Professionals

Re: Cameron Station Community Association
General and Collections Representation – Engagement

Dear Board Members:

This letter, when signed by you on behalf of the Cameron Station Community Association, and returned to us, will represent the agreement under which the Cameron Station Community Association (“Association”) has employed this firm as counsel for general legal matters brought to our attention and in the collection of delinquent assessments.

I am the primary attorney who will be working for your Association. The fees for our services will be based on the time expended by the members and staff of this firm at our current hourly rate. My regular hourly rate for 2021 is \$420.00. While I will be responsible for the work we do on your behalf, I reserve the right to have work for you performed by our firm’s associates under my supervision. This will reduce the cost of our services without any sacrifice in the quality of work.

In order to simplify our billing arrangements and to ease any concern over hourly rate billing for consultations, we offer the option of paying a “fixed rate retainer” of \$300.00 a month. The retainer includes: a) all telephonic consultations with our firm and the Association’s designated representatives [Board and management], and b) one annual work session with me for strategic planning or training purposes. This retainer is over and above any work that we provide to the Association at our normal hourly rates. If you wish to partake in this retainer, please indicate below. It is also important to note that if your Association finds that it is not

Cameron Station Community Association
Board of Directors
c/o Heather Graham, Executive Vice President
Community Association Management Professionals
January 6, 2021
Page 2

maximizing the benefit of the monthly retainer, the retainer option can be discontinued at any time with written notice to us.

We review our hourly rates on an annual basis, and we reserve the right to increase our fees for associates and other staff on an annual basis, which increases will be reflected in the billing statements prepared by our firm. In addition to our fees, the Association will be responsible for all costs in connection with our employment in the matter, including photocopying charges, faxing, overnight delivery and computer assisted research.

We will send the bills for our fees and costs to the Association, care of the Association's management agent each month. These bills will be due when rendered. We reserve the right to terminate our services on the Association's behalf and retain any work product we have developed if any monthly statement remains unpaid for a period of sixty (60) days or more.

It will be the responsibility of the Board to inform us as to who will serve as our liaisons. If no liaison is specifically designated by the Association, the Board President will act as our liaison. We will then forward our advice and correspondence to the Board President, who will bear responsibility for the transmission of this advice or correspondence to the other members of the Board.

We will maintain any documents that the Association furnishes to us in our client file. At the conclusion of the representation, it is the Association's obligation to tell us which, if any, of the documents in our files you wish us to provide to you. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention policy then in effect.

Please call me if you have any questions or concerns about the terms of our engagement.

Thank you for selecting Rees Broome, PC as the Association's legal counsel.

Sincerely,

REES BROOME, PC

By: 
Todd A. Sinkins

Cameron Station Community Association
Board of Directors
c/o Heather Graham, Executive Vice President
Community Association Management Professionals
January 6, 2021
Page 3

SEEN AND AGREED:

CAMERON STATION COMMUNITY ASSOCIATION

By: _____
President Date

RETAINER:

If the Board of Directors is interested in the retainer, please have an authorized agent of the Association indicate below by checking yes or no and sign below.

Yes _____

No _____

By: _____
Title: Date

Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021

TOPIC: Woodland Hall Tree Removal and Replacements

Motion:

"I move to approve the proposal provided by Lancaster Landscapes for the removal and replacement of the pine trees along the fence area adjacent to the Woodland Hall in the amount of \$".

2nd:

Summary:

A proposal is attached for your consideration to remove and replace the pine trees along the fence area adjacent to Woodland Hall. You may recall, a complaint was submitted regarding the condition of the trees in this area which are also noted in the pictures attached. In addition, the fence is one of the areas included in the fence repair proposal and in order to make the necessary repairs, the trees must be removed.

The Common Area Committee had not yet provided a recommendation for the removal and subsequent replacement of the trees at the time of this writing; therefore, the recommendation will be provided at the meeting.

The cost for removal would be an Operating expense for a total of \$8,625. The replacement of the trees would be considered a Reserve expense for a total of \$9,150.

CAMP Recommendation

It is recommended that the proposal be approved as submitted.

LANCASTER LANDSCAPES, INC.
5019-B Backlick Rd ♦ Annandale, VA 22003
Phone: 703-846-0944 ♦ Fax: 703-846-0952



PROPOSAL NO.
30819

October 28, 2020

CUSTOMER # 229

Cameron Station Community Association
200 Cameron Station Blvd.
Alexandria, VA 22304

Thank you for giving Lancaster Landscapes an opportunity to bid on your current job at the Cameron Station. Lancaster Landscapes, Inc. offers to perform the following services:

TREE REMOVAL AND REPLACEMENT

REAR ALONG PROPERTY FENCE (WOODLAND ALLEY):

REMOVE THE FOLLOWING TREES AS FOLLOWS:

- 393-401: (8) LEYLAND CYPRESS, INCLUDING THE STUMPS AND (1) OAK TREE
@ \$575/EA. \$5,175.00
- 411-415: (5) LEYLAND CYPRESS, INCLUDING THE STUMPS @ \$575/EA. \$2,875.00
- 427: (1) LEYLAND CYPRESS, INCLUDING THE STUMP. \$575.00
- TOTAL TREE AND STUMP REMOVAL..... \$ 8,625.00**

REPLACE ALL TREES WITH:

- (5) EUROPEAN HORNBEAMS 2" CALIPER @ \$675/EA. \$3,375.00
- (11) CRAPE MYRTLES 6-8' IN HEIGHT @ \$525/EA. \$5,775.00
- TOTAL TREE REPLACEMENT COST..... \$9,150.00**

TOTAL PROPOSAL: \$17,775.00

Payment terms: All payments are due within 30 days of invoice date unless otherwise specified. A 1.5% per month late charge will be applied to payments not made within 30 days of their due date. In the event that this contract is placed in the hands of an attorney, whether or not suit is instituted, the client agrees to pay all reasonable attorneys fees involved in such collection efforts.

Lancaster Landscapes, Inc. offers a one year warranty on all newly installed plant materials and trees, excluding annuals and sod. The warranty period commences upon date of installation through and until one year from that date. Warranty is not valid if plants have (1) not been properly maintained (watered) (2) are damaged due to incidents not precipitated by contractor or its forces such as weather conditions, pedestrian traffic, animal damage, etc. (3) if invoice for services rendered has not been paid in full within the 30 day time allowance. Properties requiring re-installations will be inspected. Plant materials meeting warranty requirements will be listed and replaced, in mass, at the end of the warranty period, unless agreed to otherwise by contractor and client. This will ensure that all plants requiring replacements are installed under the best possible conditions and in compliance with current industry standards. Subsurface obstructions are not covered by proposal.

Disclaimer. Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Lancaster Landscapes are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. There can be no guarantee or certainty that all hazardous conditions will be detected.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: Carlos Rios
This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____

SIGNATURE: _____





Cameron Station Community Association, Inc.
Board Recommendation Request
January 26, 2021

TOPIC: Pool Management Proposals

Motion:

"I move to approve the contract with American Pool Management at a rate of \$51,275 based on modified hours during COVID."

2nd:

Summary:

As you know, the Association's Procurement Resolution requires the bid process be completed for contracts that exceed \$50,000 unless otherwise waived by the Board. The current pool contract with American Pool expires 12/31/20 and bids were solicited from 7 companies, 2 of whom declined and 5 are noted below for your review. Proposals are based on current scope of work as previously reviewed and approved by the Committee. Below is a matrix of proposals received with 2 options noted (COVID modified hours and Regular Hours) for your reference. Each pool company confirmed that they could do a "soft opening" the weekend before Memorial Day.

Pool Contractor	Option 1 – COVID Modified Hours	Option 2 – Regular Hours	Weekend Charge	Hourly Rate	Insurance Limits
American Pool	Year 1 - \$51,275	Year 1 – \$77,990	\$2,069	\$25	Each Occurrence \$4,500,000 General Aggregate \$5,000,000 Workers Comp \$1,000,000
Continental	Year 1 – \$60,100	Year 1 – \$76,000	\$1,575	\$30	Each Occurrence \$4,500,000 General Aggregate \$5,000,000 Workers Comp \$1,000,000
High Sierra	Year 1 - \$48,000	Year 1 – \$64,600	\$900	\$20	Each Occurrence \$1,000,000 General Aggregate \$2,000,000 Workers Comp \$ 1,000,000
Paradise	Year 1 - \$56,830	Year 1 – \$74,910	\$1,990	\$35 -pool operator \$25 - lifeguard	Each Occurrence \$1,000,000 General Aggregate \$3,000,000 Workers Comp \$1,000,000
Premier	Year 1 - \$58,200	Year 1 –\$80,000	\$1,200	\$35 – per lifeguard	Each Occurrence \$1,000,000 General Aggregate \$2,000.000 Workers Comp \$500,000

All the proposals are attached for your reference including the Option 2 along with the Request for Proposal.

The amount included in the 2021 budget is \$76,590 which was based upon American Pool's initial contract renewal. As a reminder, Option #1 reflected modified COVID hours of Mon, Wed, Friday – 12:00 p.m. – 7:00 p.m., Tuesday – 7:00 a.m.- 2:00 p.m. and Saturday and Sunday – 10:00 a.m. – 5:00 p.m. Option #2 reflected regular pool hours of 10:30 a.m. to 8:30 p.m. 7 days a week- Option #2.

Please also keep in mind, the costs above include all chemicals and janitorial supplies as well.

The CCFC conducted interviews of multiple pool firms and after further consideration, they are recommending to remain with American Pools.

CAMP Recommendation

CAMP concurs with the Committee to remain with American Pool. Not only is their fee competitive but they were one of very few companies that were able to facilitate the opening of pools during COVID. While we all hope that COVID is a thing of the past by the summer of 2021, it is an important factor for consideration. They took specific measures to minimize their risk through training of employees and various protocols that allowed them to assume the risk of opening the pools. They are responsive and thorough in their efforts. Although CAMP began managing the community beginning in August, we are not aware of any service-related issues with the performance of American Pool. Depending upon the circumstances of next summer, the Committee may choose to revisit the pool hours of operation in which case, there would be additional funds available in the budget.

PART 1 GENERAL SPECIFICATIONS

American Pool, LLC, operating as American Pool (CONTRACTOR) agrees to manage the Cameron Station Community swimming facility (OWNER), located at 200 Cameron Station Blvd; Alexandria, VA 22304-8684, from Saturday, May 22, 2021 through Sunday, September 26, 2021 in accordance with the following specifications:

A. POOL HOURS
Normal Operating Hours:

	<u>Open</u>	<u>Close</u>
Monday	10:30 AM	08:30 PM
Tuesday	10:30 AM	08:30 PM
Wednesday	10:30 AM	08:30 PM
Thursday	10:30 AM	08:30 PM
Friday	10:30 AM	08:30 PM
Saturday	10:30 AM	08:30 PM
Sunday	10:30 AM	08:30 PM
Holiday	10:30 AM	08:30 PM

Operating Hours when Public School is in session:

	<u>Open</u>	<u>Close</u>
Monday	10:30 AM	08:30 PM
Tuesday	10:30 AM	08:30 PM
Wednesday	10:30 AM	08:30 PM
Thursday	10:30 AM	08:30 PM
Friday	10:30 AM	08:30 PM
Saturday	10:30 AM	08:30 PM
Sunday	10:30 AM	08:30 PM
Holiday	10:30 AM	08:30 PM

B. PERSONNEL

Manager	42.00 hrs/wk	1	42.00	Projected Daily Peak Bather Load: 0
Asst Manager	42.00 hrs/wk	1	42.00	
Lifeguard	40.00 hrs/wk	3	120.00	
	42.00 hrs/wk	1	42.00	
Relief Guard	8.50 hrs/wk	1	8.50	
Total Hours/Week:			254.50	

C. COMPENSATION

OWNER agrees to pay CONTRACTOR the total amount of: \$77,990.00

The payments shall be due as follows:

January 1, 2021	\$0.00	May 1, 2021	\$11,142.00	September 1, 2021	\$11,141.00
February 1, 2021	\$0.00	June 1, 2021	\$11,141.00	October 1, 2021	\$0.00
March 1, 2021	\$11,142.00	July 1, 2021	\$11,141.00	November 1, 2021	\$0.00
April 1, 2021	\$11,142.00	August 1, 2021	\$11,141.00	December 1, 2021	\$0.00

D. SPECIAL NOTES

Contract calls for three (3) guards on duty at all times weekdays and four (4) guards on duty weekends/holidays.

Contract includes:

1. Early morning swim from 6:00 am to 8:00 am Mon through Fri; One (1) guard on duty.
2. Three additional weekends of service after Labor Day: Sat and Sun operation from 10:30 am to 8:30 pm.
3. Water aerobics starting first Saturday of June through first Saturday of September; One (1) guard on duty.
4. All chemicals: Chlorine, pH up/down, calcium chloride, sodium bicarbonate and testing reagents,
5. One additional weekend of service prior to Memorial Day: Sat and Sun operation from 10:30 am to 8:30 pm.



American Pool
Extension of 2021 Pool Management Agreement
Cameron Station Community

The 2021 Swimming Pool Management agreement will be extended for the 2022 season and the 2023 season at a cost of \$84,390.00 and \$86,490.00 respectively.

The opening and closing dates for 2022 will be May 21, 2022 and September 25, 2022. The opening and closing dates for 2023 will be May 20, 2023 and September 24, 2023.

***** The 2022 and 2023 contract pricing includes the scheduled State of Virginia minimum wage increases; They go into effect on January 1, 2022, from \$9.50 to \$11.00 (15.7% increase) and January 1, 2023, from \$11.00 to \$12.00 (9% increase).***

American Pool, LLC

Owner/Agent

Print Name

Print Name

Date

Date

In order for this pricing to be honored, this extension must be returned with the 2021 signed contract.

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART 2 – SUMMERIZATION

CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Schedule and perform opening Health Department swimming pool inspection. CONTRACTOR shall apply for the Health Department operating permit upon OWNER's written request. The OWNER shall be responsible for all permit fees, including a processing fee. If an opening health department inspection fails as a result of health department required equipment not being on site or items which need to be completed are not done because OWNER failed to approve the purchase of the items or authorized CONTRACTOR to complete the requisite items, the OWNER will be responsible for the reinspection fee. An additional service call fee for the reinspection may also be charged to OWNER if CONTRACTOR is required to be present.
- B. Remove and store on facility property swimming pool cover if pool is equipped with cover. If requested, CONTRACTOR will move the cover to an offsite location for a fee of \$350.00. If the cover is removed and stored at CONTRACTOR'S warehouse on OWNER's request and if available, the fee will be \$500.00
- C. Reclamation of pool water will be attempted as the primary opening procedure. If CONTRACTOR determines draining and acid cleaning of the pool is necessary an additional fee of \$450.00 may be billed.
- D. Assist OWNER in filling pool. The OWNER will be responsible for monitoring the filling of the pool. OWNER responsible for turning off the water once pool has been filled.
- E. Check inventory supplies.
- F. Reassemble existing filter plant and startup system after pool is filled with water.
- G. Cooperate with any contractors in preparing pool for operation.
- H. County Permit Agreement - if OWNER wishes to have CONTRACTOR apply for their County Pool Permit for a processing fee of \$125. Please initial to indicate acceptance: _____ Initial
- I. Hazmat Permit Agreement (where applicable) - if OWNER wishes to have CONTRACTOR apply for their Hazmat Permit for a processing fee of \$125. Please initial to indicate acceptance: _____ Initial

PART 3 - MAINTENANCE OF POOL

A general cleaning will be performed prior to opening the pool each day. CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Department's recognized safety rules. CONTRACTOR reserves the right to prohibit admittance of children under the age of 14 unless accompanied by a responsible adult. All adults and legal guardians utilizing the facility will agree to adhere to the facilities posted pool rules which shall, at a minimum, include those attached at the end of this agreement. CONTRACTOR will be responsible to enforce the pool rules agreed to and accepted by OWNER and CONTRACTOR. If CONTRACTOR identifies violation(s) of the pool rules, and brings them to the attention of the individual(s) violating the rules, and the violators will not stop or leave, CONTRACTOR shall have the right to close the pool and ask all patrons to leave the pool area for the balance of the day.
- C. CONTRACTOR will not be responsible for gate control and wading pool safety unless OWNER authorizes CONTRACTOR to provide additional personnel specifically for these duties.
- D. CONTRACTOR will not be responsible for functionality of any pool furniture and equipment including but not limited to filtration equipment, pool steps and ladders, chairs, chaise lounges, tables, and umbrellas.
- E. CONTRACTOR will not be responsible for the perimeter barrier of the pool (i.e., fencing), any locking mechanisms of the barrier, or security surrounding the pool area.
- F. CONTRACTOR will perform cleaning functions as necessary to maintain the pool.
 - 1. Vacuum pool
 - 2. Brush pool
 - 3. Clean skimmer baskets
 - 4. Clean waterline tile
 - 5. Backwash filtration system
 - 6. Remove facility trash to OWNER's onsite facility if applicable
 - 7. Fill water to proper level
 - 8. Test and adjust pool water chemistry
 - 9. Skim leaves from the pool.

PART 4 – PERSONNEL

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by and will be employees of CONTRACTOR and CONTRACTOR will be responsible for paying these employees and shall pay all taxes and costs incident to the work of the employees.
- B. All lifeguards employed by CONTRACTOR shall have proper Red Cross or other state sanctioned certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of employees.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load, If peak bather load is exceeded OWNER will be notified and required to increase personnel.

- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the OWNER'S request for an additional fee with prior written approval by CONTRACTOR.
- E. Pool will not be opened on any day that public school is in session during the contract term, unless specifically addressed on page one of this contract.
- F. At facilities where one lifeguard is on duty, 45 minute swim periods will be established to accommodate secondary duties. Each Swim Period will begin at the top of the hour and end at the 45 minute mark. During the 15 minutes at the end of each hour, the pool will be cleared so that the lifeguard can inspect the pool, test water chemistry and check filter operations. Lifeguards will be entitled to ½ hour lunch break for every shift five hours or longer. No swimming will be allowed in single guard facilities while the lifeguard is on break.

PART 5 - CLIENT CARE / SUPERVISION

CONTRACTOR agrees to conduct site visits to advise OWNER of the general pool operation. At the request of OWNER, CONTRACTOR will meet with the OWNER'S representative to discuss CONTRACTOR'S findings.

PART 6 - WINTERIZATION

CONTRACTOR will perform the following services necessary to close and winterize the pool:

- A. Backwash and drain filters
- B. Drain pool to proper level. CONTRACTOR will not be responsible for maintaining the water level after winterization.
- C. Drain pumps and hair/lint strainers that require draining.
- D. Fill bathhouse fixtures and skimmers with antifreeze if requested in writing by OWNER (additional charges will apply).
- E. Drain pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing anchor system. Any missing or damaged anchors / springs will be replaced and invoiced separately to the OWNER (if applicable). If OWNER has stored pool cover off site, OWNER is responsible for returning cover to the pool. (\$225.00 for additional crew to go back and install safety cover if not on site at time of winterization.).
- J. Notify OWNER/AGENT on completion of pool closing. .
- K. If pipes are below drain points, or behind walls or in ceilings which are not visible, CONTRACTOR will not be held responsible for any freeze damage.
- L. If main water cut off is not accessible, or is in an unsecured area, CONTRACTOR will not be held responsible for any freeze damage.
- M. Upon completion of winterization, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies. This includes any freeze break that occurs after April 1 of the following contract year.

OWNER shall be responsible for winterizing all other areas. OWNER shall be responsible for informing CONTRACTOR of all isolated or concealed drain valves. Any equipment and supplies to be stored over the winter will be stored in conveniently located space inside the pool enclosure designated by the OWNER.

PART 7 - CHEMICALS AND SUPPLIES

- A. CONTRACTOR will order, deliver, and install all chemicals necessary to maintain water purity. Payment for chlorine and pH adjusters will be the responsibility of CONTRACTOR, unless the pool leaks, at which time OWNER agrees to pay for additional acid and chlorine. Bromine and calcium hypochlorite (shock) is excluded from this list and will be billed incrementally as necessary.
- B. OWNER agrees to be responsible for, and pay upon billing, any additional chemicals needed and supplied, such as granular chlorine (Calcium hypochlorite), test reagents, sodium bicarbonate, calcium chloride, cyanuric acid, algaecide, etc., any additional chemicals supplied and chemicals needed specifically for Accu Tab Feeders.
- C. Three doses of algaecide (Spring, Summer and Fall) will be added and billed throughout the season.
- D. Water balancing chemicals will be added in the Spring and adjusted frequently throughout the season. This shall be billed in June and July.
- E. If the swimming pool leaks, the OWNER will be responsible for payment for additional chemicals as needed.
- F. Test Reagents will be billed at a rate of \$200 per body of water. Billing will occur in June.
- G. CONTRACTOR will obtain authorization before providing supplies and completing repairs unless:
 - 1. Supplies/Repairs are required by the Health Department to keep the facility in compliance with state and local jurisdictional regulations.
 - 2. Supplies/Repairs are necessary for the pool to remain open and operate safely.
- H. If CONTRACTOR is contracted to provide cleaning supplies, standard and generic supplies shall be provided. Cleaning supplies are:
 - 1. Floor cleaner
 - 2. Powered cleaner
 - 3. Scouring pads
 - 4. Sponges.

- I. If CONTRACTOR is contracted to provide bathhouse supplies, standard and generic supplies shall be provided. Boxed soap is not included as a standard generic item. Bathhouse supplies are:
 1. Toilet paper
 2. Paper towels
 3. Trash bags
 4. Refillable soap

PART 8 – OWNER’S RESPONSIBILITIES

- A. OWNER will be responsible for filing all permits and associated fees. If applicable, scheduling and performing of the annual visual electrical inspections, filing for hazmat permits, as well as securing necessary bonding and grounding certifications will be the sole responsibility of the OWNER.
- B. Provide CONTRACTOR with three (3) sets of working keys and lock box to the pool enclosure and facilities. If three (3) sets of keys are not given to the CONTRACTOR, the OWNER may not bill back any locksmith or new lock charges to the CONTRACTOR. If no lock box is provided to CONTRACTOR, one will be purchased and back to the OWNER with a cost not to exceed \$45.00.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc.
- D. OWNER will maintain the perimeter barrier of the pool fence and any and all locking mechanisms of the swimming pool area or enclosure, and will be responsible for security of the pool area. OWNER to ensure that the pool enclosure can be secured by the CONTRACTOR against entry during hours when the pool is not open. This includes fencing that complies with State and Local codes, along with gates/doors that can be locked either by the CONTRACTOR or an automatic electronic system. If the pool area is unable to be secured, or otherwise allows access during hours when the pool is closed; OWNER agrees to indemnify, defend and hold harmless CONTRACTOR from any and all claims, actions, losses, causes of action, damage, lawsuits, and judgments, including attorneys' fees and costs arising out of or relating to the inability to secure the pool area.
- E. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases) it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture.
- F. The OWNER shall ensure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, CONTRACTOR reserves the right to provide an umbrella to provide shade for the lifeguard at which time OWNER will be invoiced the cost of said umbrella.
- G. OWNER will have a telephone at the pool prior to official opening date available to the guards at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15th is required. OWNER shall verify that the telephone provided adequately notifies 911 of the facility location of the facility. If OWNER fails to verify that the telephone provided adequately notifies 911 of the location of the facility OWNER will indemnify and save harmless the CONTRACTOR from liability for any damage or loss of any type which may arise as a result of any type of failure associated with the telephone provided or supplied by the OWNER. OWNER agrees to defend CONTRACTOR against any claims brought or actions filed against the CONTRACTOR with respect to the subject of this indemnity.
- H. OWNER will provide long distance, 900 service, toll and internet blocks to prevent additional charges on any telephone provided. CONTRACTOR is not responsible for any charges incurred on OWNER phones.
- I. OWNER will provide CONTRACTOR and CONTRACTOR'S employees with free parking to service the facility.
- J. OWNER will provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- K. OWNER will provide CONTRACTOR with a copy of OWNERS approved pool rules for the community. The rules, at a minimum, will include those rules attached hereto.
- L. OWNER will provide CONTRACTOR a safe working environment.
- M. OWNER shall provide, free of charge, adequate and conveniently located well ventilated storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.
- N. OWNER will provide all utilities, water, electric and gas (if needed) for the operation of the pool. Water and electric must be turned on prior to April 1st to avoid a late opening. If CONTRACTOR arrives on site and finds no water or electricity the OWNER will be moved to the end of the opening list and could potentially cause the pool to open late.
- O. OWNER has an affirmative obligation to notify CONTRACTOR of the name and address of any registered sex offender, known to them, that may have access to the pool area. In the event CONTRACTOR observes any conduct on the part of a registered sex offender which CONTRACTOR believes calls into question the safe operation of the pool, CONTRACTOR has the right to ask them to leave and OWNER agrees to assist CONTRACTOR in removing the individual from the pool area and bar them from returning. In the event OWNER refuses to bar the individual(s) from the pool, OWNER, at their expense, shall provide security during pool operational hours.
- P. OWNER hereby agrees that CONTRACTOR is utilizing OWNER'S property and CONTRACTOR will not be held liable for damage or injury that is caused by OWNER'S equipment failure or condition of the OWNER'S property.

PART 9 - ALCOHOL

CONTRACTOR strongly recommends that alcohol not be permitted within the pool enclosure. OWNER agrees to inform CONTRACTOR if alcohol will be permitted within the pool area. The OWNER shall be responsible for any claims, accidents, injuries, and damages should alcohol play any part in an event at the pool. OWNER agrees to and does hereby indemnify

CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of any patrons consumption of alcohol prior to or within the pool area. In the absence of express permission of the OWNER authorizing alcohol, OWNER will post conspicuously, independently or as part of the pool rules that alcohol is not permitted. Irrespective of the OWNER'S permission to allow alcohol, if, in the discretion of CONTRACTOR, or their agents, someone arrives at the pool in a condition not suitable to utilize the pool or, as a result of consumption of alcohol within the pool area becomes unsuitable to utilize the pool, CONTRACTOR shall have the right to prevent entry or remove the individual(s) from the pool area. If the individual(s) will not leave voluntarily, CONTRACTOR shall be permitted to close the pool to all patrons and OWNER will assist CONTRACTOR in doing so. CONTRACTOR shall be permitted to call the police to have the offending parties removed as trespassers.

PART 10 - SURVEILLANCE CAMERAS

CONTRACTOR has the right to review any surveillance systems maintained by OWNER or OWNER's AGENT which depicts the front gate to the swimming pool(s), any perimeter fencing around the swimming pool(s) and any area within the pool(s) perimeter fencing and OWNER or OWNER's AGENT will give CONTRACTOR access upon request. If the surveillance equipment records, OWNER or OWNER's AGENT will permit CONTRACTOR to review recordings of the front gate, perimeter fencing and area within the perimeter fencing which contains the pool(s). At CONTRACTOR's request OWNER OR OWNER's AGENT will provide CONTRACTOR with any portion of the recording CONTRACTOR requests in a format readily available to the public at large or provide CONTRACTOR with the software necessary to review the recording at a later date. There shall be no cost to CONTRACTOR to obtain the recording if CONTRACTOR provides OWNER or OWNERS AGENT with a storage device capable of maintaining the data.

PART 11 - INSURANCE

- A. CONTRACTOR currently maintains Comprehensive General Liability insuring the legal liability for bodily injury and property damage for a combined limit of One Million Dollars (\$1,000,000) per occurrence, and covering at least the following hazards: (a) CONTRACTOR'S Premises and Operations; (b) CONTRACTOR'S Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual.
- B. CONTRACTOR maintains Employers Liability insuring the legal liability for bodily injury of all employees of the CONTRACTOR for limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for disease for each employee and One Million Dollars (\$1,000,000) for Disease Policy Limit.
- C. Workers Compensation Insurance as required by state statute, covering all employees of the Contractor.
- D. CONTRACTOR maintains Automobile Liability insuring the legal liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) per accident and covering any accident arising out of or resulting from the operation, maintenance or use by the CONTRACTOR on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment to be licensed.
- E. CONTRACTOR currently maintains Excess Liability totaling Thirty Six Million Dollars (\$36,000,000) in excess of liability limits shown in A, B and C. In the event CONTRACTOR'S coverage falls below Ten Million Dollars (\$10,000,000), the CONTRACTOR will endeavor to notify OWNER.
- F. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it and any and all other persons, firms, and corporations, both known and unknown of and from any and all past, present and future actions, causes of actions, suits, judgments, claims, demands, damages, costs, loss of services, expenses, and all consequential damage, in law or in equity, known and unknown, foreseen and unforeseen, past, present, and future, for which it now has or may hereafter arising from or out of maintenance, operation, repairs or use by the OWNER and/or its agents, servants, employees, invitees, licensees, contractors and/or trespassers or any breach of the Agreement.
- G. OWNER will maintain general liability insurance policy of at least Five Million Dollars (\$5,000,000) evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area OWNER will provide to Contractor a certificate of insurance evidencing the coverage naming Contractor as additional insured. OWNER expressly waives all rights of subrogation against CONTRACTOR for damages caused by perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, or any insurance coverage applicable to the premises which is the subject of this Agreement. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.
- H. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during hours not listed in the General Specifications per Part 1 and organized activities during hours specified in Part 1 (i.e. pool parties, camps). The OWNER shall be responsible for any claims, accidents, injuries, and damages during such activities. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of maintenance, operation or use by the OWNER and/or its agents, servants, employees, invitee's, and licensees 1) outside of the hours listed in the General Specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers.

PART 12 - ADDITIONAL PROVISIONS

- A. CONTRACTOR will advise the OWNER of needed repairs prior and during the operating period. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted by CONTRACTOR within 30 days of receipt. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full. If paying by credit card for an invoice, a 2.5% convenience fee will be charged at the time of processing the credit card payment. To the extent any repairs are made pursuant to a separate agreement, failure to make timely payment of the repair agreement shall be considered a breach of this agreement entitling CONTRACTOR to close the pool until payment has been made. This provision does limit or preclude CONTRACTOR from bringing an action against OWNER for payment and damages associated with OWNER'S failure to pay.
- C. All applicable sales taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (eg. Compliance Depot) OWNER will reimburse VENDOR the cost of the fee plus a \$125 processing fee.
- E. OWNER agrees not to hire or contract with CONTRACTOR'S current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches this, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price per Part 1.
- F. Any increases in federal, state or county minimum wage subsequent to the submission of this contract will be passed onto the OWNER at an amount calculated at 118% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.
- G. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- H. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual OWNER of the pool site, but rather a management company or person acting as the agent of the OWNER of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- I. This Agreement may not be amended or modified except by written instrument executed by the parties.
- J. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.
- K. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- L. Contractor shall have the authority to close the pool during inclement weather. Weather shall be considered "Inclement" when there is cloud cover and temperatures fall below 70 degrees, or in the case of rain. In the case of rain, guards shall close the pool and return if it clears up, unless rain starts within one (1) hour of closing time. Should the pool not open by 4:00pm on any day due to inclement weather, the pool will be closed for the remainder of the day. Inclement weather days are built into the contract. In the event of a thunderstorm, the water will be cleared for 30 minutes from the most recent observation of thunder, and the deck will be cleared for 60 minutes from the most recent observation of lightning.
- M. Storm related clean up, broken glass vandalism, fecal treatment and other things not contemplated as part of CONTRACTOR'S duties will be billed separately.
- N. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- P. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.
- R. If "Part 1 school hours" are active as part of this contract, CONTRACTOR has set a school date of June 16th as the date the pool will go fulltime.
- S. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipal code, and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR strongly recommends that all facilities regardless of code have an AED on site.
- T. CONTRACTOR will provide first aid equipment including minimum requirements in accordance with local Health Department. First aid supplies not located on property will be provided by CONTRACTOR and billed to OWNER.
- U. A test kit is required in accordance with local Health Department. If a test kit is not on site, one will be provided by CONTRACTOR and billed to OWNER.
- V. CONTRACTOR cannot guarantee the pool will open on the scheduled opening day if the contract is signed less than 75 days before said opening day.
- W.. CONTRACTOR will adhere to local, county and/or state regulations regarding patron to lifeguard ratio. If additional staff is required to meet this standard CONTRACTOR will advise OWNER of the additional cost for approval. CONTRACTOR reserves the right to supply additional staff to meet a patron to guard ratio and invoice OWNER.
- X. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, actions, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of or relating to the instance of broken glass entering the pool and under the circumstances where OWNER does not approve the draining and cleaning of the pool as the remedy.
- Y. If OWNER has a cartridge filter system and the cartridges need to be cleaned more than once per week, CONTRACTOR reserves the right to charge an additional service call fee of \$125.00 to clean/change said cartridges.

- Z. If a vendor agreement is required for the execution of this contract, the language in this contract body will supersede that of the vendor agreement.
- AA. The Maryland Department of the Environment requires any pool that discharges to ground or surface water to have a discharge permit on file, and to submit yearly Discharge Monitoring Report (DMR) to the EPA's NetDMR portal. OWNER assumes all responsibility for the permit and its associated duties unless requested in writing to CONTRACTOR. In the event that the OWNER engages CONTRACTOR to complete any of these duties, OWNER acknowledges that CONTRACTOR does not have an intimate knowledge of the site's discharge plan or specific requirements, and agrees to save CONTRACTOR harmless from any liability or damage that may result from the filing of a permit or DMR. Unless informed otherwise, CONTRACTOR will operate the pool under the good faith assumption that the OWNER has been granted either a permit or an exemption from the state. If either the permit filing, or a DMR submission is required for this facility, CONTRACTOR can perform such duties for the fees indicated below. If so desired, OWNER may initial below to indicate acceptance:

PERMIT - \$150 + Permit Fee

Initial

Discharge Monitoring Report - \$385

Initial

- BB. SERVICE ANIMALS – Only "Service Animals" or "Emotional Support Animals" will be permitted within the pool enclosure. All other animals shall be barred from within the pool enclosure. "Service Animals" or "Emotional Support Animals" must be under the control of the handler. They must be harnessed, leashed or tethered, unless the individual's disability prevents using these devices or these devices interfere with the animals safe, effective performance of tasks. The individual must be able to maintain control of the animal through voice, signal, or other effective controls. **IN NO CIRCUMSTANCES SHALL THE ANIMAL BE ALLOWED TO ENTER THE WATER.** CONTRACTOR shall remove any individual, and their animal if they attempt to enter the water. CONTRACTOR shall close the pool and verify that the water is in satisfactory condition before reopening the pool to patrons.

PART 13 - CLOSURES

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the lifeguards at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the lifeguards or patrons, which shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than seven (7) consecutive days and such event was not caused by any act or omission of the OWNER, its agents, servants contractors or employees, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning from the 8th day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

PART 14 -HYDROSTATIC CONDITIONS

Ground water pushes upward against the bottom and sides of a swimming pool in much the same way that water pushes upward against the bottom and sides of a boat. If this ground water pressure exceeds the downward and side pressure from the weight of the pool and the water it contains the pool may "float" or rise out of the ground or collapse.

Draining a pool reduces the downward and side pressure of the pool and therefore decreases resistance to the upward and side thrust of the ground water. Proceeding with the draining of a swimming pool, without first determining that the water table is not high and that all precautionary measures are still functional from when the pool was constructed, invokes certain amount of risk. Determination of the existence of a high water table and the proper functioning of the hydrostatic relief valve is costly. Unless the determinations are made by the OWNER, there is a risk of flotation any time a pool is drained. This risk must be assumed by the OWNER of the pool when it is drained. CONTRACTOR shall not be responsible for hydrostatic damage to the pool structure or surrounding area.

PART 15 - DEFAULT

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder, provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service; (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is

received; and (3) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

PART 16 - LIQUIDATED DAMAGES

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing summerization as defined in Part 2, CONTRACTOR shall be entitled to 20% of the total contract price as liquidated damages.

PART 17 - BINDING EFFECT

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in CONTRACTOR'S contract shall control.

PART 18 - EXTENSION OF SERVICE

CONTRACTOR shall, if requested by the OWNER, for an agreed upon non-refundable or cancelable fee, operate the pool prior to or beyond the Dates specified in Part 1, provided the OWNER gives CONTRACTOR a minimum of two (2) weeks notice. The cost associated will be separately negotiated.

This Agreement shall be automatically renewed for the 2022 season, and each successive year thereafter, at the current contract price plus a maximum 6% increase, unless written notification to cancel is received by certified mail by CONTRACTOR prior to September 9th of that contract year. The only change will be the opening and closing dates. CONTRACTOR reserves the right to terminate this contract at any time at its sole discretion by giving OWNER written notice of intention to terminate sixty (60) days prior to pool opening. If CONTRACTOR elects to do so, this Agreement shall terminate without any further liability to CONTRACTOR.

PART 19 – SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this Agreement, and this Agreement shall be enforced as if the Agreement did not contain the invalid, illegal, or unenforceable provision.

PART 20 - MISCELLANEOUS

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement on behalf of each party.

The CONTRACTOR has the option to void this Agreement if it is not signed and returned by the OWNER within 30 days from date of submission.

PART 21 - FORCE MAJEURE

CONTRACTOR will be relieved of its obligations under this contract if the failure to perform is due to any occurrence beyond the CONTRACTOR'S control, including without limitation, acts of God, fire, natural disaster, war, power failures, accidents, labor shortages, pandemics, epidemics, or government restrictions of any kind. OWNER's sole remedy will be the return of any deposits made by OWNER.

PART 22 – ACCOUNTS PAYABLE - Please Complete

All invoices for services performed by CONTRACTOR pursuant to this agreement shall be provided to the following:

Name:

Address:

If invoices are to be electronically submitted by CONTRACTOR, they shall be sent via email to the following email address to the attention of _____.

If OWNER has an electronic system other than email for the purposes of processing invoices OWNER shall provide the name of the system: _____. OWNER will provide written instructions to CONTRACTOR, within thirty (30) days, directing CONTRACTOR how to comply.

OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property OWNER of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.

Reproduction of this form in a part or a whole is illegal pursuant to all copyright acts.

ACCEPTED:

American Pool, Inc.

CONTRACTOR

Date: _____

CORPORATE ENTITY NAME (Required):

OWNER/AGENT

Date: _____

Lfg Full 08/28/2020

PART 1 GENERAL SPECIFICATIONS

American Pool, LLC, operating as American Pool (CONTRACTOR) agrees to manage the Cameron Station Community swimming facility (OWNER), located at 200 Cameron Station Blvd; Alexandria, VA 22304-8684, from Saturday, May 29, 2021 through Monday, September 6, 2021 in accordance with the following specifications:

A. POOL HOURS
Normal Operating Hours:

	<u>Open</u>	<u>Close</u>
Monday	12:00 PM	07:00 PM
Tuesday	07:00 AM	02:00 PM
Wednesday	12:00 PM	07:00 PM
Thursday	07:00 AM	02:00 PM
Friday	12:00 PM	07:00 PM
Saturday	10:00 AM	05:00 PM
Sunday	10:00 AM	05:00 PM
Holiday	10:00 AM	05:00 PM

Operating Hours when Public School is in session:

	<u>Open</u>	<u>Close</u>
Monday	12:00 PM	07:00 PM
Tuesday	07:00 AM	02:00 PM
Wednesday	12:00 PM	07:00 PM
Thursday	07:00 AM	02:00 PM
Friday	12:00 PM	07:00 PM
Saturday	10:00 AM	05:00 PM
Sunday	10:00 AM	05:00 PM
Holiday	10:00 AM	05:00 PM

B. PERSONNEL

Manager	40.00 hrs/wk	1	40.00
Asst Manager	40.00 hrs/wk	1	40.00
Lifeguard	37.50 hrs/wk	1	37.50
	40.00 hrs/wk	1	40.00

Projected Daily Peak Bather Load: 0

Total Hours/Week: 157.50

C. COMPENSATION

OWNER agrees to pay CONTRACTOR the total amount of: \$51,275.00

The payments shall be due as follows:

January 1, 2021	\$0.00	May 1, 2021	\$7,325.00	September 1, 2021	\$7,325.00
February 1, 2021	\$0.00	June 1, 2021	\$7,325.00	October 1, 2021	\$0.00
March 1, 2021	\$7,325.00	July 1, 2021	\$7,325.00	November 1, 2021	\$0.00
April 1, 2021	\$7,325.00	August 1, 2021	\$7,325.00	December 1, 2021	\$0.00

D. SPECIAL NOTES

Contract calls for three (3) guards on duty at all times.

Two (2) guards will arrive 30 min. early and remain 15 min. after closing daily.

Contract includes the following chemicals: Chlorine, pH up/down, calcium chloride, sodium bicarbonate & reagents.

Contract includes first aid supplies, test kit, janitorial/cleaning supplies and pool operating permit/fee.

Contract includes monthly off-season winter inspections (Oct. - March.)

_____ Owner/Representative Initials



American Pool
Extension of 2021 Pool Management Agreement
Cameron Station Community

The 2021 Swimming Pool Management agreement will be extended for the 2022 season and the 2023 season at a cost of \$55,895.00 and \$58,695.00 respectively.

The opening and closing dates for 2022 will be May 28, 2022 and September 5, 2022. The opening and closing dates for 2023 will be May 27, 2023 and September 4, 2023.

***** The 2022 and 2023 contract pricing includes the scheduled State of Virginia minimum wage increases; They go into effect on January 1, 2022, from \$9.50 to \$11.00 (15.7% increase) and January 1, 2023, from \$11.00 to \$12.00 (9% increase).***

American Pool, LLC

Owner/Agent

Print Name

Print Name

Date

Date

In order for this pricing to be honored, this extension must be returned with the 2021 signed contract.

NOW THEREFORE, in consideration of the promises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PART 2 – SUMMERIZATION

CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Schedule and perform opening Health Department swimming pool inspection. CONTRACTOR shall apply for the Health Department operating permit upon OWNER's written request. The OWNER shall be responsible for all permit fees, including a processing fee. If an opening health department inspection fails as a result of health department required equipment not being on site or items which need to be completed are not done because OWNER failed to approve the purchase of the items or authorized CONTRACTOR to complete the requisite items, the OWNER will be responsible for the reinspection fee. An additional service call fee for the reinspection may also be charged to OWNER if CONTRACTOR is required to be present.
- B. Remove and store on facility property swimming pool cover if pool is equipped with cover. If requested, CONTRACTOR will move the cover to an offsite location for a fee of \$350.00. If the cover is removed and stored at CONTRACTOR'S warehouse on OWNER's request and if available, the fee will be \$500.00
- C. Reclamation of pool water will be attempted as the primary opening procedure. If CONTRACTOR determines draining and acid cleaning of the pool is necessary an additional fee of \$450.00 may be billed.
- D. Assist OWNER in filling pool. The OWNER will be responsible for monitoring the filling of the pool. OWNER responsible for turning off the water once pool has been filled.
- E. Check inventory supplies.
- F. Reassemble existing filter plant and startup system after pool is filled with water.
- G. Cooperate with any contractors in preparing pool for operation.
- H. County Permit Agreement - if OWNER wishes to have CONTRACTOR apply for their County Pool Permit for a processing fee of \$125. Please initial to indicate acceptance: _____ Initial
- I. Hazmat Permit Agreement (where applicable) - if OWNER wishes to have CONTRACTOR apply for their Hazmat Permit for a processing fee of \$125. Please initial to indicate acceptance: _____ Initial

PART 3 - MAINTENANCE OF POOL

A general cleaning will be performed prior to opening the pool each day. CONTRACTOR will be responsible for the following:

- A. Maintaining water purity, in conformance with local Health Department regulations.
- B. Operating pool in accordance with rules established by governing Health Department's recognized safety rules. CONTRACTOR reserves the right to prohibit admittance of children under the age of 14 unless accompanied by a responsible adult. All adults and legal guardians utilizing the facility will agree to adhere to the facilities posted pool rules which shall, at a minimum, include those attached at the end of this agreement. CONTRACTOR will be responsible to enforce the pool rules agreed to and accepted by OWNER and CONTRACTOR. If CONTRACTOR identifies violation(s) of the pool rules, and brings them to the attention of the individual(s) violating the rules, and the violators will not stop or leave, CONTRACTOR shall have the right to close the pool and ask all patrons to leave the pool area for the balance of the day.
- C. CONTRACTOR will not be responsible for gate control and wading pool safety unless OWNER authorizes CONTRACTOR to provide additional personnel specifically for these duties.
- D. CONTRACTOR will not be responsible for functionality of any pool furniture and equipment including but not limited to filtration equipment, pool steps and ladders, chairs, chaise lounges, tables, and umbrellas.
- E. CONTRACTOR will not be responsible for the perimeter barrier of the pool (i.e., fencing), any locking mechanisms of the barrier, or security surrounding the pool area.
- F. CONTRACTOR will perform cleaning functions as necessary to maintain the pool.
 - 1. Vacuum pool
 - 2. Brush pool
 - 3. Clean skimmer baskets
 - 4. Clean waterline tile
 - 5. Backwash filtration system
 - 6. Remove facility trash to OWNER's onsite facility if applicable
 - 7. Fill water to proper level
 - 8. Test and adjust pool water chemistry
 - 9. Skim leaves from the pool.

PART 4 – PERSONNEL

- A. All personnel employed by CONTRACTOR for work under this agreement shall be employed solely by and will be employees of CONTRACTOR and CONTRACTOR will be responsible for paying these employees and shall pay all taxes and costs incident to the work of the employees.
- B. All lifeguards employed by CONTRACTOR shall have proper Red Cross or other state sanctioned certification. CONTRACTOR shall have the sole discretion as to the hours and days of work of employees.
- C. OWNER and CONTRACTOR have based the personnel required to safely manage the site upon the anticipated peak bather load, If peak bather load is exceeded OWNER will be notified and required to increase personnel.

- D. Staff schedules may be adjusted to suit the particular needs of the OWNER. Additional hours or days may be added at the OWNER'S request for an additional fee with prior written approval by CONTRACTOR.
- E. Pool will not be opened on any day that public school is in session during the contract term, unless specifically addressed on page one of this contract.
- F. At facilities where one lifeguard is on duty, 45 minute swim periods will be established to accommodate secondary duties. Each Swim Period will begin at the top of the hour and end at the 45 minute mark. During the 15 minutes at the end of each hour, the pool will be cleared so that the lifeguard can inspect the pool, test water chemistry and check filter operations. Lifeguards will be entitled to ½ hour lunch break for every shift five hours or longer. No swimming will be allowed in single guard facilities while the lifeguard is on break.

PART 5 - CLIENT CARE / SUPERVISION

CONTRACTOR agrees to conduct site visits to advise OWNER of the general pool operation. At the request of OWNER, CONTRACTOR will meet with the OWNER'S representative to discuss CONTRACTOR'S findings.

PART 6 - WINTERIZATION

CONTRACTOR will perform the following services necessary to close and winterize the pool:

- A. Backwash and drain filters
- B. Drain pool to proper level. CONTRACTOR will not be responsible for maintaining the water level after winterization.
- C. Drain pumps and hair/lint strainers that require draining.
- D. Fill bathhouse fixtures and skimmers with antifreeze if requested in writing by OWNER (additional charges will apply).
- E. Drain pool circulating and vacuum lines that require draining and are so constructed that they can be drained.
- F. Store first aid, emergency, maintenance, and test equipment in filter room.
- G. Secure and store automatic chemical feeder if applicable.
- H. Drain and store hoses, rails, and ladders.
- I. Secure pool cover to existing anchor system. Any missing or damaged anchors / springs will be replaced and invoiced separately to the OWNER (if applicable). If OWNER has stored pool cover off site, OWNER is responsible for returning cover to the pool. (\$225.00 for additional crew to go back and install safety cover if not on site at time of winterization.).
- J. Notify OWNER/AGENT on completion of pool closing.
- K. If pipes are below drain points, or behind walls or in ceilings which are not visible, CONTRACTOR will not be held responsible for any freeze damage.
- L. If main water cut off is not accessible, or is in an unsecured area, CONTRACTOR will not be held responsible for any freeze damage.
- M. Upon completion of winterization, CONTRACTOR assumes no responsibility for freeze damage, damage to water meters or damage or loss of any equipment or supplies. This includes any freeze break that occurs after April 1 of the following contract year.

OWNER shall be responsible for winterizing all other areas. OWNER shall be responsible for informing CONTRACTOR of all isolated or concealed drain valves. Any equipment and supplies to be stored over the winter will be stored in conveniently located space inside the pool enclosure designated by the OWNER.

PART 7 - CHEMICALS AND SUPPLIES

- A. CONTRACTOR will order, deliver, and install all chemicals necessary to maintain water purity. Payment for chlorine and pH adjusters will be the responsibility of CONTRACTOR, unless the pool leaks, at which time OWNER agrees to pay for additional acid and chlorine. Bromine and calcium hypochlorite (shock) is excluded from this list and will be billed incrementally as necessary.
- B. OWNER agrees to be responsible for, and pay upon billing, any additional chemicals needed and supplied, such as granular chlorine (Calcium hypochlorite), test reagents, sodium bicarbonate, calcium chloride, cyanuric acid, algaecide, etc., any additional chemicals supplied and chemicals needed specifically for Accu Tab Feeders.
- C. Three doses of algaecide (Spring, Summer and Fall) will be added and billed throughout the season.
- D. Water balancing chemicals will be added in the Spring and adjusted frequently throughout the season. This shall be billed in June and July.
- E. If the swimming pool leaks, the OWNER will be responsible for payment for additional chemicals as needed.
- F. Test Reagents will be billed at a rate of \$200 per body of water. Billing will occur in June.
- G. CONTRACTOR will obtain authorization before providing supplies and completing repairs unless:
 - 1. Supplies/Repairs are required by the Health Department to keep the facility in compliance with state and local jurisdictional regulations.
 - 2. Supplies/Repairs are necessary for the pool to remain open and operate safely.
- H. If CONTRACTOR is contracted to provide cleaning supplies, standard and generic supplies shall be provided. Cleaning supplies are:
 - 1. Floor cleaner
 - 2. Powered cleaner
 - 3. Scouring pads
 - 4. Sponges.

- I. If CONTRACTOR is contracted to provide bathhouse supplies, standard and generic supplies shall be provided. Boxed soap is not included as a standard generic item. Bathhouse supplies are:
 1. Toilet paper
 2. Paper towels
 3. Trash bags
 4. Refillable soap

PART 8 – OWNER’S RESPONSIBILITIES

- A. OWNER will be responsible for filing all permits and associated fees. If applicable, scheduling and performing of the annual visual electrical inspections, filing for hazmat permits, as well as securing necessary bonding and grounding certifications will be the sole responsibility of the OWNER.
- B. Provide CONTRACTOR with three (3) sets of working keys and lock box to the pool enclosure and facilities. If three (3) sets of keys are not given to the CONTRACTOR, the OWNER may not bill back any locksmith or new lock charges to the CONTRACTOR. If no lock box is provided to CONTRACTOR, one will be purchased and back to the OWNER with a cost not to exceed \$45.00.
- C. Complete all needed repairs inside pool enclosure, such as plumbing, decking, fencing, locking mechanisms, caulking, area lights, depth markings, etc.
- D. OWNER will maintain the perimeter barrier of the pool fence and any and all locking mechanisms of the swimming pool area or enclosure, and will be responsible for security of the pool area. OWNER to ensure that the pool enclosure can be secured by the CONTRACTOR against entry during hours when the pool is not open. This includes fencing that complies with State and Local codes, along with gates/doors that can be locked either by the CONTRACTOR or an automatic electronic system. If the pool area is unable to be secured, or otherwise allows access during hours when the pool is closed; OWNER agrees to indemnify, defend and hold harmless CONTRACTOR from any and all claims, actions, losses, causes of action, damage, lawsuits, and judgments, including attorneys' fees and costs arising out of or relating to the inability to secure the pool area.
- E. If OWNER provides pool furniture (including chairs, lounges, tables, umbrellas and umbrella bases) it will be of good working condition. OWNER will supply one base for each umbrella. CONTRACTOR will not be responsible for any damages to pool furniture or liable for injury to patrons caused by pool furniture.
- F. The OWNER shall ensure that the swimming pool facility complies with all building codes and the Local Health Regulations in effect. The OWNER shall provide, in good working condition, all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water divider ropes, CONTRACTOR reserves the right to provide an umbrella to provide shade for the lifeguard at which time OWNER will be invoiced the cost of said umbrella.
- G. OWNER will have a telephone at the pool prior to official opening date available to the guards at all times. Where pre-opening Health Department inspections are conducted a turn on date of April 15th is required. OWNER shall verify that the telephone provided adequately notifies 911 of the facility location of the facility. If OWNER fails to verify that the telephone provided adequately notifies 911 of the location of the facility OWNER will indemnify and save harmless the CONTRACTOR from liability for any damage or loss of any type which may arise as a result of any type of failure associated with the telephone provided or supplied by the OWNER. OWNER agrees to defend CONTRACTOR against any claims brought or actions filed against the CONTRACTOR with respect to the subject of this indemnity.
- H. OWNER will provide long distance, 900 service, toll and internet blocks to prevent additional charges on any telephone provided. CONTRACTOR is not responsible for any charges incurred on OWNER phones.
- I. OWNER will provide CONTRACTOR and CONTRACTOR'S employees with free parking to service the facility.
- J. OWNER will provide all utilities; water, electricity and gas (if needed) for the operation of the pool.
- K. OWNER will provide CONTRACTOR with a copy of OWNERS approved pool rules for the community. The rules, at a minimum, will include those rules attached hereto.
- L. OWNER will provide CONTRACTOR a safe working environment.
- M. OWNER shall provide, free of charge, adequate and conveniently located well ventilated storage space for cleaning materials and equipment of CONTRACTOR and shall be responsible to CONTRACTOR for the security of such place.
- N. OWNER will provide all utilities, water, electric and gas (if needed) for the operation of the pool. Water and electric must be turned on prior to April 1st to avoid a late opening. If CONTRACTOR arrives on site and finds no water or electricity the OWNER will be moved to the end of the opening list and could potentially cause the pool to open late.
- O. OWNER has an affirmative obligation to notify CONTRACTOR of the name and address of any registered sex offender, known to them, that may have access to the pool area. In the event CONTRACTOR observes any conduct on the part of a registered sex offender which CONTRACTOR believes calls into question the safe operation of the pool, CONTRACTOR has the right to ask them to leave and OWNER agrees to assist CONTRACTOR in removing the individual from the pool area and bar them from returning. In the event OWNER refuses to bar the individual(s) from the pool, OWNER, at their expense, shall provide security during pool operational hours.
- P. OWNER hereby agrees that CONTRACTOR is utilizing OWNER'S property and CONTRACTOR will not be held liable for damage or injury that is caused by OWNER'S equipment failure or condition of the OWNER'S property.

PART 9 - ALCOHOL

CONTRACTOR strongly recommends that alcohol not be permitted within the pool enclosure. OWNER agrees to inform CONTRACTOR if alcohol will be permitted within the pool area. The OWNER shall be responsible for any claims, accidents, injuries, and damages should alcohol play any part in an event at the pool. OWNER agrees to and does hereby indemnify

CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of any patrons consumption of alcohol prior to or within the pool area. In the absence of express permission of the OWNER authorizing alcohol, OWNER will post conspicuously, independently or as part of the pool rules that alcohol is not permitted. Irrespective of the OWNER'S permission to allow alcohol, if, in the discretion of CONTRACTOR, or their agents, someone arrives at the pool in a condition not suitable to utilize the pool or, as a result of consumption of alcohol within the pool area becomes unsuitable to utilize the pool, CONTRACTOR shall have the right to prevent entry or remove the individual(s) from the pool area. If the individual(s) will not leave voluntarily, CONTRACTOR shall be permitted to close the pool to all patrons and OWNER will assist CONTRACTOR in doing so. CONTRACTOR shall be permitted to call the police to have the offending parties removed as trespassers.

PART 10 - SURVEILLANCE CAMERAS

CONTRACTOR has the right to review any surveillance systems maintained by OWNER or OWNER's AGENT which depicts the front gate to the swimming pool(s), any perimeter fencing around the swimming pool(s) and any area within the pool(s) perimeter fencing and OWNER or OWNER's AGENT will give CONTRACTOR access upon request. If the surveillance equipment records, OWNER or OWNER's AGENT will permit CONTRACTOR to review recordings of the front gate, perimeter fencing and area within the perimeter fencing which contains the pool(s). At CONTRACTOR's request OWNER OR OWNER's AGENT will provide CONTRACTOR with any portion of the recording CONTRACTOR requests in a format readily available to the public at large or provide CONTRACTOR with the software necessary to review the recording at a later date. There shall be no cost to CONTRACTOR to obtain the recording if CONTRACTOR provides OWNER or OWNERS AGENT with a storage device capable of maintaining the data.

PART 11 - INSURANCE

- A. CONTRACTOR currently maintains Comprehensive General Liability insuring the legal liability for bodily injury and property damage for a combined limit of One Million Dollars (\$1,000,000) per occurrence, and covering at least the following hazards: (a) CONTRACTOR'S Premises and Operations; (b) CONTRACTOR'S Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual.
- B. CONTRACTOR maintains Employers Liability insuring the legal liability for bodily injury of all employees of the CONTRACTOR for limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for disease for each employee and One Million Dollars (\$1,000,000) for Disease Policy Limit.
- C. Workers Compensation Insurance as required by state statute, covering all employees of the Contractor.
- D. CONTRACTOR maintains Automobile Liability insuring the legal liability for bodily injury and property damage for a combined single limit of not less than One Million Dollars (\$1,000,000) per accident and covering any accident arising out of or resulting from the operation, maintenance or use by the CONTRACTOR on the Property of any owned, non-owned or hired automobiles, trailers or other vehicular equipment to be licensed.
- E. CONTRACTOR currently maintains Excess Liability totaling Thirty Six Million Dollars (\$36,000,000) in excess of liability limits shown in A, B and C. In the event CONTRACTOR'S coverage falls below Ten Million Dollars (\$10,000,000), the CONTRACTOR will endeavor to notify OWNER.
- F. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it and any and all other persons, firms, and corporations, both known and unknown of and from any and all past, present and future actions, causes of actions, suits, judgments, claims, demands, damages, costs, loss of services, expenses, and all consequential damage, in law or in equity, known and unknown, foreseen and unforeseen, past, present, and future, for which it now has or may hereafter arising from or out of maintenance, operation, repairs or use by the OWNER and/or its agents, servants, employees, invitees, licensees, contractors and/or trespassers or any breach of the Agreement.
- G. OWNER will maintain general liability insurance policy of at least Five Million Dollars (\$5,000,000) evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises, including the pool area OWNER will provide to Contractor a certificate of insurance evidencing the coverage naming Contractor as additional insured. OWNER expressly waives all rights of subrogation against CONTRACTOR for damages caused by perils to the extent covered by insurance obtained or required to be obtained pursuant to this Agreement, or any insurance coverage applicable to the premises which is the subject of this Agreement. The waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity has an insurable interest in the property damaged.
- H. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during hours not listed in the General Specifications per Part 1 and organized activities during hours specified in Part 1 (i.e. pool parties, camps). The OWNER shall be responsible for any claims, accidents, injuries, and damages during such activities. OWNER agrees to and does hereby indemnify CONTRACTOR and save it harmless and shall defend it from and against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out of maintenance, operation or use by the OWNER and/or its agents, servants, employees, invitee's, and licensees 1) outside of the hours listed in the General Specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers.

PART 12 - ADDITIONAL PROVISIONS

- A. CONTRACTOR will advise the OWNER of needed repairs prior and during the operating period. All repairs needed to render the pool in operational condition will be made by the OWNER at their expense. CONTRACTOR, if requested by the OWNER, may perform, arrange for, or supervise the work at an agreed upon fee.
- B. REPAIRS, BILLS, AND INVOICES: OWNER shall pay all repair bills and invoices submitted by CONTRACTOR within 30 days of receipt. All materials supplied by CONTRACTOR remain the property of CONTRACTOR until materials are paid in full. If paying by credit card for an invoice, a 2.5% convenience fee will be charged at the time of processing the credit card payment. To the extent any repairs are made pursuant to a separate agreement, failure to make timely payment of the repair agreement shall be considered a breach of this agreement entitling CONTRACTOR to close the pool until payment has been made. This provision does limit or preclude CONTRACTOR from bringing an action against OWNER for payment and damages associated with OWNER'S failure to pay.
- C. All applicable sales taxes (i.e. Federal, State) for any equipment, labor, chemicals, or any other sales are not included in the prices represented by CONTRACTOR and shall be applied as an extra amount to all invoices.
- D. If OWNER requires vendor to register with a company in order to receive payment for their services (eg. Compliance Depot) OWNER will reimburse VENDOR the cost of the fee plus a \$125 processing fee.
- E. OWNER agrees not to hire or contract with CONTRACTOR'S current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates, or two years from the date of termination of the CONTRACTOR'S employees. In the event that the OWNER breaches this, the OWNER agrees to pay CONTRACTOR, a placement fee equal to 30% of the total contract price per Part 1.
- F. Any increases in federal, state or county minimum wage subsequent to the submission of this contract will be passed onto the OWNER at an amount calculated at 118% of the minimum wage increase multiplied by the number of hours for season that the pool will be open per Part 1.
- G. In the event that OWNER shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CONTRACTOR, at its option, may terminate this agreement immediately.
- H. OWNER hereby agrees to contract with CONTRACTOR to manage and operate the pool site during the term of this Agreement. If OWNER is not the actual OWNER of the pool site, but rather a management company or person acting as the agent of the OWNER of the property, OWNER hereby declares and affirms that it is acting within the scope of its authority in entering into and executing this Agreement.
- I. This Agreement may not be amended or modified except by written instrument executed by the parties.
- J. It is agreed and understood that in the event any sums of money which are due to CONTRACTOR under and by virtue of this agreement are not paid in full by OWNER within thirty (30) days subsequent to the receipt of an invoice for the same, said sum shall bear interest at the rate of 1.5% per month. This provision shall be applicable in addition to any rights and remedies, which CONTRACTOR may have under any other provisions of this agreement.
- K. This Agreement shall be governed and construed in accordance with the laws of the State where CONTRACTOR is domiciled.
- L. Contractor shall have the authority to close the pool during inclement weather. Weather shall be considered "Inclement" when there is cloud cover and temperatures fall below 70 degrees, or in the case of rain. In the case of rain, guards shall close the pool and return if it clears up, unless rain starts within one (1) hour of closing time. Should the pool not open by 4:00pm on any day due to inclement weather, the pool will be closed for the remainder of the day. Inclement weather days are built into the contract. In the event of a thunderstorm, the water will be cleared for 30 minutes from the most recent observation of thunder, and the deck will be cleared for 60 minutes from the most recent observation of lightning.
- M. Storm related clean up, broken glass vandalism, fecal treatment and other things not contemplated as part of CONTRACTOR'S duties will be billed separately.
- N. Should the pools operating hour schedule per PART 1 have the pool closed on any day that is a holiday than the pool will remain open for the holiday and close the following day.
- P. CONTRACTOR cannot be held liable for any hydrostatic conditions that cause damage to the pool structure and surrounding area.
- Q. Restrictive endorsements or other statements on checks accepted by CONTRACTOR will not apply and in no way alter this contract.
- R. If "Part 1 school hours" are active as part of this contract, CONTRACTOR has set a school date of June 16th as the date the pool will go fulltime.
- S. If OWNER is required to provide an Automated External Defibrillator "AED" due to State, County or municipal code, and has not done so, CONTRACTOR reserves the right to supply these items and invoice OWNER. CONTRACTOR strongly recommends that all facilities regardless of code have an AED on site.
- T. CONTRACTOR will provide first aid equipment including minimum requirements in accordance with local Health Department. First aid supplies not located on property will be provided by CONTRACTOR and billed to OWNER.
- U. A test kit is required in accordance with local Health Department. If a test kit is not on site, one will be provided by CONTRACTOR and billed to OWNER.
- V. CONTRACTOR cannot guarantee the pool will open on the scheduled opening day if the contract is signed less than 75 days before said opening day.
- W.. CONTRACTOR will adhere to local, county and/or state regulations regarding patron to lifeguard ratio. If additional staff is required to meet this standard CONTRACTOR will advise OWNER of the additional cost for approval. CONTRACTOR reserves the right to supply additional staff to meet a patron to guard ratio and invoice OWNER.
- X. OWNER agrees to indemnify and hold harmless CONTRACTOR from any and all claims, actions, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs arising out of or relating to the instance of broken glass entering the pool and under the circumstances where OWNER does not approve the draining and cleaning of the pool as the remedy.
- Y. If OWNER has a cartridge filter system and the cartridges need to be cleaned more than once per week, CONTRACTOR reserves the right to charge an additional service call fee of \$125.00 to clean/change said cartridges.

- Z. If a vendor agreement is required for the execution of this contract, the language in this contract body will supersede that of the vendor agreement.
- AA. The Maryland Department of the Environment requires any pool that discharges to ground or surface water to have a discharge permit on file, and to submit yearly Discharge Monitoring Report (DMR) to the EPA's NetDMR portal. OWNER assumes all responsibility for the permit and its associated duties unless requested in writing to CONTRACTOR. In the event that the OWNER engages CONTRACTOR to complete any of these duties, OWNER acknowledges that CONTRACTOR does not have an intimate knowledge of the site's discharge plan or specific requirements, and agrees to save CONTRACTOR harmless from any liability or damage that may result from the filing of a permit or DMR. Unless informed otherwise, CONTRACTOR will operate the pool under the good faith assumption that the OWNER has been granted either a permit or an exemption from the state. If either the permit filing, or a DMR submission is required for this facility, CONTRACTOR can perform such duties for the fees indicated below. If so desired, OWNER may initial below to indicate acceptance:

PERMIT - \$150 + Permit Fee

Initial

Discharge Monitoring Report - \$385

Initial

- BB. **SERVICE ANIMALS** – Only "Service Animals" or "Emotional Support Animals" will be permitted within the pool enclosure. All other animals shall be barred from within the pool enclosure. "Service Animals" or "Emotional Support Animals" must be under the control of the handler. They must be harnessed, leashed or tethered, unless the individual's disability prevents using these devices or these devices interfere with the animals safe, effective performance of tasks. The individual must be able to maintain control of the animal through voice, signal, or other effective controls. **IN NO CIRCUMSTANCES SHALL THE ANIMAL BE ALLOWED TO ENTER THE WATER.** CONTRACTOR shall remove any individual, and their animal if they attempt to enter the water. CONTRACTOR shall close the pool and verify that the water is in satisfactory condition before reopening the pool to patrons.

PART 13 - CLOSURES

CONTRACTOR reserves the right to close the pool in an emergency situation, inclement weather, breakdown of equipment, inadequate security for the protection of the lifeguards at the facility, violation of local or state ordinance, or any other condition or circumstances which, in the judgment of CONTRACTOR, endangers the health or safety of the lifeguards or patrons, which shall not constitute a breach by CONTRACTOR. If the emergency event causes the pool facility to be closed for more than seven (7) consecutive days and such event was not caused by any act or omission of the OWNER, its agents, servants contractors or employees, then CONTRACTOR shall refund to the OWNER the variable costs of the contract that are defined as fifty percent (50%) of CONTRACTOR'S actual daily operating cost beginning from the 8th day until the pool is reopened, or the end of the term of the Agreement, whichever occurs earlier.

PART 14 -HYDROSTATIC CONDITIONS

Ground water pushes upward against the bottom and sides of a swimming pool in much the same way that water pushes upward against the bottom and sides of a boat. If this ground water pressure exceeds the downward and side pressure from the weight of the pool and the water it contains the pool may "float" or rise out of the ground or collapse.

Draining a pool reduces the downward and side pressure of the pool and therefore decreases resistance to the upward and side thrust of the ground water. Proceeding with the draining of a swimming pool, without first determining that the water table is not high and that all precautionary measures are still functional from when the pool was constructed, invokes certain amount of risk. Determination of the existence of a high water table and the proper functioning of the hydrostatic relief valve is costly. Unless the determinations are made by the OWNER, there is a risk of flotation any time a pool is drained. This risk must be assumed by the OWNER of the pool when it is drained. CONTRACTOR shall not be responsible for hydrostatic damage to the pool structure or surrounding area.

PART 15 - DEFAULT

In the event that OWNER fails to make any of the payments required hereunder or fails to comply with any of the terms of this Agreement, the OWNER shall be in default and CONTRACTOR, at its sole option, shall have the right (i) to declare this Agreement "terminated" and immediately cease to provide any and all services, supplies and personnel to OWNER at the pool site or elsewhere, and (ii) avail itself of any and all remedies, both legal and equitable, it may be entitled to at the time of default, to specifically include but not be limited to the damages set forth below in liquidated damages.

In the event that OWNER considers CONTRACTOR to have breached any provision of this Agreement or failed to perform or unsatisfactorily performed any obligation under this Agreement, OWNER shall have the right to terminate the services provided hereunder, provided: (1) a certified written complaint is made promptly to CONTRACTOR stating the precise nature of the deficiencies in performance and/or quality of service; (2) CONTRACTOR has not corrected the deficiencies within ten (10) days from the date written notification is

received; and (3) OWNER has complied in all material respects with its obligations under this agreement. Unless OWNER complies with Agreement, OWNER shall not be entitled to set off, reduce, offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.

PART 16 - LIQUIDATED DAMAGES

In the event of termination of performance by CONTRACTOR under the terms of this Agreement for nonpayment of any sum due hereunder by OWNER, it is expressly agreed and understood that CONTRACTOR shall be entitled to retain all sums of money previously received from the OWNER, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that is outstanding are also due at the time of termination. In the event of a breach of this Agreement by OWNER prior to CONTRACTOR commencing summerization as defined in Part 2, CONTRACTOR shall be entitled to 20% of the total contract price as liquidated damages.

PART 17 - BINDING EFFECT

The terms and provisions of this Agreement shall be binding on the OWNER, its successors and/or heirs and to the benefit of CONTRACTOR and its successors and assigns. OWNER shall not have the right to assign, pledge or encumber in any way any part of its interest in this Agreement without the prior written consent of CONTRACTOR. CONTRACTOR, however, shall have the right to assign any and all rights, services and obligations under this Agreement. If OWNER has provided CONTRACTOR documents as addendum to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provision contained in CONTRACTOR'S contract shall control.

PART 18 - EXTENSION OF SERVICE

CONTRACTOR shall, if requested by the OWNER, for an agreed upon non-refundable or cancelable fee, operate the pool prior to or beyond the Dates specified in Part 1, provided the OWNER gives CONTRACTOR a minimum of two (2) weeks notice. The cost associated will be separately negotiated.

This Agreement shall be automatically renewed for the 2022 season, and each successive year thereafter, at the current contract price plus a maximum 6% increase, unless written notification to cancel is received by certified mail by CONTRACTOR prior to September 9th of that contract year. The only change will be the opening and closing dates. CONTRACTOR reserves the right to terminate this contract at any time at its sole discretion by giving OWNER written notice of intention to terminate sixty (60) days prior to pool opening. If CONTRACTOR elects to do so, this Agreement shall terminate without any further liability to CONTRACTOR.

PART 19 – SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be deemed severed from this Agreement, and this Agreement shall be enforced as if the Agreement did not contain the invalid, illegal, or unenforceable provision.

PART 20 - MISCELLANEOUS

This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. IN WITNESS HEREOF, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement on behalf of each party.

The CONTRACTOR has the option to void this Agreement if it is not signed and returned by the OWNER within 30 days from date of submission.

PART 21 - FORCE MAJEURE

CONTRACTOR will be relieved of its obligations under this contract if the failure to perform is due to any occurrence beyond the CONTRACTOR'S control, including without limitation, acts of God, fire, natural disaster, war, power failures, accidents, labor shortages, pandemics, epidemics, or government restrictions of any kind. OWNER's sole remedy will be the return of any deposits made by OWNER.

PART 22 – ACCOUNTS PAYABLE - Please Complete

All invoices for services performed by CONTRACTOR pursuant to this agreement shall be provided to the following:

Name:

Address:

If invoices are to be electronically submitted by CONTRACTOR, they shall be sent via email to the following email address to the attention of _____.

If OWNER has an electronic system other than email for the purposes of processing invoices OWNER shall provide the name of the system: _____. OWNER will provide written instructions to CONTRACTOR, within thirty (30) days, directing CONTRACTOR how to comply.

OWNER acknowledges that it owns and/or operates the pool facility and has legal capacity and authority to enter into this Agreement and bind the property OWNER of the pool facility. This Agreement is a valid and legally binding obligation of OWNER and is fully enforceable against OWNER and the party which owns and operates the pool facility.

Reproduction of this form in a part or a whole is illegal pursuant to all copyright acts.

ACCEPTED:

American Pool, Inc.

CONTRACTOR

Date: _____

CORPORATE ENTITY NAME (Required):

OWNER/AGENT

Date: _____

Lfg Full 08/28/2020

Cameron Station Community Association
Request for Proposal to Provide Pool Management Services

EXHIBIT TWO - COST PROPOSAL

Project Name: Pool Management Services Contract Date: 11/3/2021 _____
Contractor: American Pool _____

For the aforementioned services the Association agrees to pay the Contractor as noted below which includes labor and material for services described above.

Payment of an invoice shall be made by the Association's Managing Agent for the month worked within thirty (30) days of invoice receipt so long as no contract dispute exists.

Cameron Station POOL – Three Guards on duty at all times

2021 Season (Year one)

Monthly Rate: \$7,325.00
Annual Contract Price: \$51,275.00
Hourly Rate for Additional Guard: \$25.00
Hourly Rate to extend beyond 7 Hours per day \$22.00

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day:
\$2,069.00 per additional weekend

2022 Season (Option Year one)

Monthly Rate: \$7,985.00
Annual Contract Price: \$55,895.00
Hourly Rate for Additional Guard: \$27.25
Hourly Rate for Maintenance Staff \$75.00

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day:
\$2,235.80 per additional weekend

2023 Season (Option Year two)

Monthly Rate: \$8,385.00
Annual Contract Price: \$58,695.00
Hourly Rate for Additional Guard: \$28.60
Hourly Rate for Maintenance Staff \$79.00

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day:
\$2,347.80 per additional weekend

CONTRACTOR
CONTINENTAL POOLS, LLC.

14120 Parke Long Court Suite 111
 Chantilly, VA 20151

Contact:

Kaloyan Ivanov
 Phone: 703-321-7040
 Fax: 703-321-7004

OWNER/AGENT
Cameron Station Community

200 Cameron Station Blvd.
 Alexandria, VA 22304

Contact:

Ms. Heather Graham
 Phone: 571-363-4042
 Fax:

PERSONNEL
Man Hours per Week Full-time: 157.50

** Three guards will be scheduled at all times. Included is 1.5 man hours daily for opening and closing procedures.
 ** Contract has been priced in accordance with VA 2021 minimum wage increases.

ADDITIONAL

** Contract includes liquid chlorine, pH adjusters, balancing chemicals, test kit, reagents, first aid and/or supplies, bathhouse and cleaning supplies. Additional supplies require separate approval and billing. Contract included up to \$2000 of COVID specific cleaning supplies.
 ** The cost for one extended weekend after Labor day is \$1575.00 per weekend. Must be approved in conjunction with the contract. Please initial for approval_____.

OPERATING HOURS & DAYS

The Contractor will operate the facility during the following dates and times inclusive.

Day Open: Saturday, May 29, 2021
Day Closed: Monday, September 6, 2021

Monday	12:00 PM	to	07:00 PM
Tuesday	07:00 AM	to	02:00 PM
Wednesday	12:00 PM	to	07:00 PM
Thursday	07:00 AM	to	02:00 PM
Friday	12:00 PM	to	07:00 PM
Saturday	10:00 AM	to	05:00 PM
Sunday	10:00 AM	to	05:00 PM
Holiday	10:00 AM	to	05:00 PM

On public school days, the pool will be

Total Full-time Operating Hours: 49.00

PRICES & PAYMENT DATES

The owner will pay the contractor the monthly payment on or before the first of the month.

CONTRACT: \$60,100.00

January 1, 2021	\$0.00
February 1, 2021	\$0.00
March 1, 2021	\$10,016.00
April 1, 2021	\$10,016.00
May 1, 2021	\$10,017.00
June 1, 2021	\$10,017.00
July 1, 2021	\$10,017.00
August 1, 2021	\$10,017.00
September 1, 2021	\$0.00
October 1, 2021	\$0.00
November 1, 2021	\$0.00
December 1, 2021	\$0.00

SIGN

Continental Pools, LLC

By: _____

Dated: _____

SIGN

OWNER agrees to terms page 1 to 8

By: _____

Dated: _____

In consideration of the compensation outlined in the Specifications page (page 1), Continental Pools (CP) will provide the following services, as described in this agreement at the Owner's swimming facility. This agreement will refer to the Specifications page, which includes the personnel, operating hours and days, price and payment schedule. **Additional services and inclusions noted on the Specifications page supersede the standard language in this contract body.**

BEFORE THE POOL OPENS WE WILL...

Prepare the swimming pool for opening by completing the following services:

- A. Drain the pool(s), if needed, and clean as necessary.
- B. Start pool filling; the Owner is responsible for shut off unless otherwise agreed upon in writing.
- C. Install existing diving boards, ladders and equipment that was removed for winterization.
- D. Start up and maintain systems.
- E. CP will schedule and be present for Health Department Inspection, as required, for opening.
- F. Water-testing services, where required by local jurisdictions, will be scheduled and billed, as required. Owner is responsible for payment for any testing or permitting services provided.
- G. All local and operational permits are the responsibility of the Owner. Payment for any permits, water-testing, or other permitting services will be the responsibility of the Owner. Owner responsible for payment upon billing.
- I. Remove pool cover(s) and store at Owner's facility if cover is present.
- J. Reassemble pool filtration system by installing plugs, flowmeters and gauges etc., which were removed for winterization, and have been provided by Owner.
- K. Organize existing furniture on pool deck. Unpacking new furniture purchased from others will be Owner's responsibility.
- L. Have pool in operational condition before opening date or pre-opening health inspection, under the condition that CP is granted unconditional access before 5/1, and Owner repairs are complete by 5/1.
- M. Reassemble existing bathhouse plumbing and advise Owner of any repairs needed.
- N. Prepare bathhouse and guard office for opening. This cleaning will be basic. Any detailed cleaning will be the responsibility of the Owner or Owner's cleaning vendor.

BEFORE THE POOL OPENS YOU WILL...

The Owner will be responsible for completing the following by April 1st unless otherwise noted, and the pool must be available to be drained and cleaned before May 1st. If Owner related items are not completed, additional charges for cleaning crew mobilization will apply, and delays will occur. In the event of Owner related delays, CP reserves the right to conduct the pre-opening inspection after Memorial Day Weekend.

- A. Provide all necessary utilities such as water, gas, and electricity. Payment for all utilities shall be the sole responsibility of the Owner.
- B. Provide CP with a copy of any Health Department violation/compliance letters with the signed contract.
- C. Prepare facility for use:
 - 1. Ensure all fencing prevents unauthorized entry into pool area, and repair if necessary.
 - 2. Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile or drywall, etc.
 - 3. Provide cleaning equipment. Owner is responsible for payment for these supplies.

- | | |
|-----------------|--------------------|
| (a) Rubber hose | (f) Dustpan |
| (b) Hose nozzle | (g) Toilet Brush |
| (c) Mop | (h) Toilet Plunger |
| (d) Mop bucket | (i) Scrub Brush |
| (e) Broom | |

- 4. Provide consumable cleaning supplies. Owner is responsible for payment for these supplies.

- | | |
|-------------------|-----------------------|
| (a) Toilet paper | (f) Scouring pads |
| (b) Paper towels | (g) Trash bags |
| (c) Hand soap | (h) Powdered cleanser |
| (d) Floor cleaner | |
| (e) Sponges | |

- 5. Complete any needed plumbing repairs. Hot water heaters must be made operational in order to pass inspection.
- 6. Inspect electrical systems and repair as required. Supply and install light bulbs.
- 7. Provide working locks on all doors, gates and windows and provide CP with four (4) sets of keys at contract signing. If CP provides the required keys the charges will be billed to Owner. CP will not be responsible for theft, vandalism or missing equipment before, during, or after the pool season.
- D. Provide a hard-wired telephone and activate phone service. The phone must be able to send and receive phone calls to and from CP's offices. Payment for the telephone shall be the responsibility of the Owner. CP **will not** be responsible for any phone charges, including but not limited to, operator assisted calls, 900 number calls, 10-10 long distance service, *69, *67 and/or 411 calls. Please have the phone company block all of these services. Cell phones

will not be accepted unless written approval is authorized through CP and all local authorities and government agencies.

- E. Arrange for and be present at any required plumbing or electrical inspections.
- F. Provide CP employees with free parking at all times.
- G. Provide all members with a pool pass including the age of residents on the pass. The Owner's application form for a pool pass must indicate that the parents or supervising adults are responsible for watching their children at all times.
- H. Provide CP with a copy of the pool rules and a list of all contact names with phone numbers, addresses, fax numbers and e-mail addresses.
- I. Owner shall be responsible for payment of any reinspection fees due to failure of Pre-Opening Health Inspection for Owner-related deficiencies. If Owner repairs are not completed by May 15, we cannot guarantee that the pool will be open on Memorial Day Weekend. There will be no pre-opening inspections scheduled the week before Memorial Day Weekend. This week is reserved for pool staff orientation. If your pool does not open, the pre-opening Health Department inspection schedule will resume the following week, dependent upon the local Health Department's schedule.
- J. Provide, or contract with CP to provide, the following rescue/pool operation equipment:
 - 1. Backboard with head immobilizer and 3 quick connect straps.
 - 2. Hazardous materials handling package (gloves, goggles, apron.)
 - 3. Flowmeter or other rate of flow indicator.
 - 4. Pool rules and safety signage.
 - 5. Approved sanitization equipment, in proper working condition, per State Health Code.
 - 6. Fully stocked first aid kit.
 - 7. Rescue tube (one per guard on duty.)
 - 8. Chemical test kit.

SERVICE, CHEMICALS AND SUPPLIES FOR THE POOL...

- A. CP will order, deliver, and install all chemicals necessary to maintain water purity. Payment for chlorine and pH adjusters will be the responsibility of CP, unless the pool leaks, at which time Owner agrees to pay for additional acid and chlorine. Bromine and calcium hypochlorite (shock) is excluded from this list and will be billed incrementally as necessary.
- B. Owner agrees to be responsible for, and pay upon billing, any additional chemicals needed and supplied such as bromine, granular chlorine (calcium hypochlorite), test reagents, sodium bicarbonate, calcium chloride, cyanuric acid, algaecide, etc. any additional chemicals supplied and chemicals needed specifically for AccuTab Feeders.
- C. If the swimming pool leaks, the Owner will be responsible for payment for additional chemicals as needed.
- D. CP will obtain authorization before providing supplies and completing repairs **unless**:
 - 1. Supplies/Repairs are required by the Health Department to keep the facility in compliance with state and local jurisdictional regulations.
 - 2. Supplies/Repairs are necessary for the pool to remain open and operate safely.
- E. If CP is contracted to provide cleaning supplies, standard generic supplies shall be provided. Cleaning supplies are:
 - 1. Floor cleaner
 - 2. Powdered cleaner
 - 3. Scouring pads
 - 4. Sponges
- F. If CP is contracted to provide bathhouse supplies, standard generic supplies shall be provided. Boxed soap is not included as a standard generic item. Bathhouse supplies are:
 - 1. Toilet paper
 - 2. Paper towels
 - 3. Trash bags
 - 4. Refillable soap
- G. Three doses of algaecide (Spring, Summer, and Fall) will be added and billed throughout the season.
- H. Water balancing chemicals will be added in the Spring and adjusted frequently throughout the season. This service shall be billed in June and July.
- I. Test reagents will be billed at a rate of \$300 per body of water. Billing will occur in June.

WHEN THE POOL IS OPEN...

- A. All lifeguards will have Lifeguard Training Certificates as required by the National Safety Council, Ellis and Associates, American Red Cross, or equivalent, and the supervisory personnel will, in addition, be certified pool operators. We hire our staff with strict adherence to employment discrimination law. In addition, we do not discriminate against non-native born persons.
- B. CP will schedule the hours and the days of work of said employees. Please refer to the Specifications page of your agreement for information regarding daily cleaning hours outside of daily operation. Managers and guards can be scheduled to arrive earlier or remain later for an additional charge.
- C. All CP employees will be required to wear uniforms readily identifying them as employees.
- D. CP agrees to provide a full time supervisor to conduct unannounced inspections. CP will transmit documentation of these inspections to Owner each week.
- E. Senior management personnel, in-service trainers, technicians and mechanics are readily available to respond as needed, but will also be conducting team support at your facility.
- F. All personnel employed by Continental Pools, Inc. (CP) for work under this agreement will be employed solely by CP and will be employees of CP. CP will be responsible for paying these employees and will pay all Social Security, Workman's Compensation and other taxes incident to the work of said employees.
- G. CP Policies and Procedures shall be incorporated into the daily operations of the swimming facility, however Facility rules may supersede. CP safety signage will be posted at all facilities, with Owner's permission.
- H. CP reserves the right to limit or deny access to patrons under the age of 12 unaccompanied by an adult 18 years of age or older.
- I. It is the Owner's responsibility to ensure that the pool enclosure, gates, doors, and all perimeter fencing are intact and secure at all times.
- J. CP will not be responsible for Owner's furniture and equipment (including but not limited to chairs, tables, light fixtures, umbrellas, planters, etc.) or damages resulting from use, misuse, storage, or placement, unless attributed to gross negligence on the part of CP and its employees. CP will not be responsible for damages or injuries due to wind or any other weather phenomena.
- K. If the pool is deemed "private" by local Health Department code enforcement, CP shall use best practices and industry guidelines when determining courses of action.
- M. During the season, pool staff will lifeguard the pool, check and clean the facilities, and maintain the pool systems. CP will be responsible for the following:
 - 1. Maintaining water purity and the proper operation of the filtration systems.
 - 2. Vacuuming the pool and general cleaning of surrounding pool area.
 - 3. Cleaning bathhouses, guard office, and filter room (where applicable).
- N. At facilities where one lifeguard is on duty, a 15 minute break will occur each hour to accommodate for the inspection of the bathrooms, testing water, pump room, etc., and to allow the lifeguard time to take a break so that they are attentive when lifeguarding. All patrons will be required to exit the pool while the lifeguard is not in the lifeguard stand actively guarding.
- O. The primary responsibility of the lifeguard staff during the hours of operation is to respond to any situation which may arise and render assistance. CP and its employees will not be held responsible or guarantee the safety of any individual, and shall not be encumbered to do so by this agreement. Owner acknowledges that injuries, illness, and death occur at swimming pools, and CP is responsible only for emergency management, and not liable or responsible except in the event of our gross negligence. This contract DOES NOT guarantee accident prevention.

CLOSING THE POOL DURING NORMAL HOURS OF OPERATION

CP or the Owner may close the pool due to violation of state and local jurisdiction regulations, inclement weather, breakdown of equipment, an emergency situation, and safety concerns, or by other causes outside of our control. If the pool is closed for more than ten (10) consecutive days, and Owner submits a request in writing, CP will refund all labor costs for pool staff from the tenth day until the pool re-opens, calculated at local minimum wage rate per unused man-hour.

- A. Inclement weather is defined as follows:
 - 1. Rainfall or forecasted prolonged rainfall.
 - 2. Lightning and Thunder - upon sighting of lightning or sound of thunder, the facility will be closed immediately and all patrons must exit. The facility will remain closed for a minimum of 30 minutes after the last event.
 - 3. Forecasted or actual ambient air temperatures less than 68 degrees.

- B. If the pool has not opened by 4:00 PM due to inclement weather, the facility will remain closed, regardless of weather conditions, until the next scheduled day of operation. In the event of inclement weather that arrives after 6:00 PM, the pool shall be closed for the remainder of the evening.
- C. Should there be vomit, human feces, animal feces, or deceased animals introduced into the pool water, the pool will be closed for maintenance and super-chlorination (see CP Policies and Procedures). In certain cases, the pool will be closed for the remainder of the day.
- D. If the pool is scheduled to be closed on, immediately prior to, or during a Federal holiday, it shall remain open. It will be closed for the appropriate number of days starting the day after the holiday is observed. CP retains discretion as it pertains to the adjusted schedule.
- E. Failure to comply with any Health Department regulations, including the Virginia Graeme Baker Act, will result in immediate closure until any and all violations are corrected.

HOURS OF OPERATION NOT INCLUDED IN THE SPECIFICATIONS

- A. Owner agrees to inform CP of any activities that will result in increased patron usage conducted at the pool during operating or non-operating hours at least two weeks in advance of the date. The Owner shall be responsible for payment to CP for any lifeguards and/or insurance during such activities, if scheduled through CP. If Owner does not make CP aware of an event during contracted hours that requires additional staff coverage, Owner shall still be responsible for payment of additional staff at a rate of \$30 per man-hour.
- B. The Owner shall assume sole liability for any function held at the pool where alcohol is allowed, whether the function is held during contracted pool hours or not. Owner agrees to and does hereby indemnify CP and save it harmless and shall defend it from, and against, any and all claims arising from maintenance, operation or use by the Owner and/or its agents, servants, employees, invitees, licensees, contractors or trespassers outside of the normal hours and circumstances of operation. Owner will manage and approve all activities and functions outside of contracted hours.
- C. CP, if requested by the Owner, at least two weeks in advance, will supply additional personnel at a fee of \$30.00 per man-hour per lifeguard for pool parties and events above, outside, and beyond the normal contracted operating hours. These events will be billed a \$25.00 processing fee, in addition to the hourly charge for the staff. Owner also agrees to be responsible for proper gate control and to limit patrons to a 15: 1 ratio of patrons to lifeguard. The minimum number of lifeguards cannot be less than normally required during daily operations.
- D. CP, if requested by the Owner at least two weeks in advance, will operate the pool before or beyond the contracted dates of operation at a fee of \$30.00 per man-hour of additional operation.

WHEN THE POOL CLOSSES FOR THE SEASON...

CP will perform the following services necessary to close and winterize the pool:

- A. Drain all pumps, filters, and recirculating lines that require draining and can be drained.
- B. Open all valves in pump room that are designed to be opened.
- C. Shut off fresh water supply and remove plugs to drain all piping and fixtures that can be drained.
- D. Drain pool to appropriate level. (Generally 12 to 18 inches below tile line.)
- E. Store cleaning tools, safety equipment, and supplies on site.
- F. Store if applicable, diving boards, ladders, guard chairs and lounge furniture on site.
- G. CP will not be responsible for any equipment stored at pool after winterization.
- H. Inspect facility and provide to Owner a written report of necessary maintenance and repairs needed for the following season, in some cases this will occur before the end of the season.
- I. Secure pool cover (if applicable). Deck anchors and cover springs may require replacement for covers to be properly secured. Owner is responsible for payment for replacement anchors and cover springs.
- J. CP **will not** be responsible for freeze damage. CP recommends that the Owner, at his sole expense, hire a certified plumbing contractor to inspect all plumbing lines and fixtures, and to remove and store all self-chilling water fountains.
- K. It is the Owner's responsibility to ensure that the pool enclosure, gates, doors, and all perimeter fencing are intact and secure at all times.
- L. Fill all bathhouse fixtures with anti-freeze and drain drinking fountains.

INSURANCE

- A. CP will maintain Comprehensive General Liability Insurance to insure against accidents and injuries directly due to the gross negligence of CP or our employees, including loss of life that may be sustained by any patron or guest of the pool, within the fenced area of the pool, during pool hours.
- B. It is expressly agreed and understood that CP will not be liable or responsible to any person for any loss, injury and/or damage sustained by said person as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of CP or its employees. CP is also exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, damage to buildings or equipment due to lack of adequate drainage, defective workmanship or hydrostatic conditions.
- C. CP currently maintains Comprehensive General Liability, covering the legal liability for bodily injuries and property damages, for a combined limit of Two Million Dollars (\$2,000,000) per occurrence, with excess liability coverage in the amount of Twenty Million Dollars (\$20,000,000) aggregate and covering at least the following hazards; (a) Contractor's Premises and Operations; (b) Contractor's Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual. The total insurance coverage provided is **Twenty Two Million Dollars (\$22,000,000)**. In the event the Contractors coverage falls below Ten Million Dollars (\$10,000,000) combined liability and excess, Owner will be notified.
- D. If there is a lack of available insurance coverage or our policy limits change to less than \$10 Million dollars in coverage, then this agreement can be renegotiated at the request of the Owner.

THE LEGAL STUFF...

- A. **SUSPENSION OF SERVICE:** CP may suspend service temporarily or terminate this agreement with written notice in the event of noncompliance by Owner or in the event payment is not received as outlined in the Specifications. Accounts not paid within thirty days shall be subject to an additional charge of interest at 1½% per month plus any reasonable attorney's fees.
- B. **LIQUIDATED DAMAGES:** In the event of termination of service by CP under the terms of this agreement for nonpayment of any sums due hereunder by Owner, it is expressly agreed and understood that CP shall be entitled to retain all sums of money previously received from Owner, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that are outstanding are also due at the time of termination.
- C. **TIME CLAUSE:** CP has the option to void this agreement if it is not signed and returned by the Owner within thirty (30) days of the date on the Specifications page.
- D. **MISCELLANEOUS:**
 - 1. This agreement is valid only if accompanied by the signed Specifications Page.
 - 2. The payment schedule on the Specifications Page is included for accounting purposes and does not necessarily relate to services provided during that specific time period. Payment in full of the total amount due is expected regardless of this schedule.
 - 3. Invoices are sent 30 days prior to the expected due date. Payment is due on the scheduled date, not after. Any payments received after that date will be considered late and subject to finance charges. Failure to pay or respond to requests for payment can result in suspension of service or termination of this agreement.
 - 4. If Owner requires CP to register with a company in order to receive payment for their services (i.e., Compliance Depot, RMIS, etc.), Owner will reimburse CP for the cost of the fee plus a \$50 processing fee.
 - 5. Owner agrees not to hire or contract with CP's current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates. If Owner does not comply with this provision, Owner agrees to pay CP a placement fee equal to 30% of the total contract price as specified on page 1.
 - 6. CP may use pool facility for lifeguard training with prior permission from the Owner. In-service training of staff shall occur at random throughout the season at Owner's facility, without prior approval.
 - 7. This Agreement shall be governed and construed in accordance with the laws of the State in which the Owner's pool is located.

8. Either party may terminate this agreement with 30 days written notice. In the event of early termination by Owner, Owner is responsible for all outstanding invoices and payment for any services rendered up until the last date of service.
9. Owner hereby agrees to contract with CP as a management contractor and consultant to manage and operate the pool site during the term of this Agreement. If Owner is not the actual Owner of the pool site, but acting as the agent of the Owner or property, the party executing this Agreement (and other agreements throughout the term for additional services, parts or repairs) on behalf of Owner warrants and represents that they are acting within the scope of their authority on behalf of the Owner in entering into this Agreement. The parties acknowledge that they each have the legal capacity and authority to enter into this Agreement. This Agreement is a valid and legally binding obligation of Owner through its agent, and is fully enforceable against them with its terms.
10. In the event that Owner changes management companies during the course of this agreement, CP shall not be encumbered to sign a new agreement with the new management company. The original agreement as accepted by both parties shall prevail, and all monies previously agreed to be owed to CP for services rendered and to be rendered will still be owed to CP.
11. It is agreed and understood that the Owner will pay all repair bills and invoices submitted to Owner within 30 days of presentment, for services or supplies outside of this agreement. It is agreed that this covenant is an independent covenant of this contract.
12. During routine evaluations of the facility, safety auditors and/or CP's senior management staff may determine that there is a need for additional staff coverage or other safety provisions. In this event, CP will advise the Owner of the amount of additional coverage needed and/or the associated expense. Deferred payment agreements may be available. If the additional coverage is not approved, CP may limit the number of patrons, restrict usage in certain areas of the pool, and/or terminate this agreement immediately without 30 days notice.
13. If the Federal, State, or local minimum wage is increased after the pricing of this agreement, the contract price will be increased by the exact amount of the wage increase per hour (i.e., increase x hours worked by each employee) plus 20% payroll taxes and worker's compensation insurance.
14. CP will not be held responsible for any damages to furniture or equipment due to wind, rain, inclement weather, or any acts of nature.
15. If Owner has provided CP documents as addendums to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provisions contained in the CP contract shall control.
16. In the event that Owner shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CP reserves the right to terminate this agreement immediately.
17. Owner hereby agrees that CP is utilizing Owner's property and equipment and CP will not be held liable for damages or injuries caused due to Owner's property.
18. Owner agrees that if this contract is incorporated by reference into any other agreement (exhibit, addendum, scope of work, amendment, etc.), in the event of conflict, this document shall control, even if unexecuted.
19. CP is not responsible or liable to any person or entity for any COVID-19 related illness or death. Owner shall indemnify and defend CP against any and all COVID-19 related claims and suits.

E. DEFAULT:

1. In the event that the Owner considers CP to have breached any provision of this agreement or failed to perform or unsatisfactorily performed any obligation under this agreement, the Owner shall have the right to terminate the services provided; (1) a written complaint is made promptly to CP stating the precise nature of the deficiencies in performance and/or quality of service; (2) CP has not corrected the deficiencies within (10) days from the date written notification is received; and (3) Owner has complied in all material respects with its obligations under this agreement. Unless Owner complies with agreement, Owner shall not be entitled to set off, reduce or offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.
2. Owner acknowledges that the swimming pool industry in the region where the pool is located is heavily dependent upon the international exchange program to provide labor. This program is wholly managed by the US Department of State, and the availability of staff is dependent upon the current political climate and the decisions of the State department. CP has no control over these decisions, and the effect that they may

have on the ability to adequately staff your facility. A failure to accommodate staffing requirements as contracted will not be considered a breach of contract. CP will make every effort to staff your pool with all the resources at its disposal. In the event that we cannot, and Owner wishes to terminate this agreement for that reason, then termination may occur at any mutually agreed upon time after receiving notification that they wish to do so. Owner will still be responsible for payment for all services performed through the date of termination.

- F. **BINDING EFFECT:** The terms and provisions of this agreement shall be binding on the Owner, its successors and/or heirs and to the benefit of CP and its successors and assigns. Owner shall not have the right to assign, pledge or encumber in any way any part of its interest in this agreement without prior written consent of CP.
- G. **ENTIRE AGREEMENT:** This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. In witness whereof, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement on behalf of each party. This contract is valid only if accompanied by the signed general specifications page.

CONTRACTOR
CONTINENTAL POOLS, LLC.

14120 Parke Long Court Suite 111
 Chantilly, VA 20151

Contact:

Kaloyan Ivanov
 Phone: 703-321-7040
 Fax: 703-321-7004

OWNER/AGENT
Cameron Station Community

200 Cameron Station Blvd.
 Alexandria, VA 22304

Contact:

Ms. Heather Graham
 Phone: 571-363-4042
 Fax:

PERSONNEL
Man Hours per Week Full-time: 240.50

** Three guards will be scheduled at all times, with fourth guard scheduled on weekends and Holidays. Included is 1.5 man hours daily for opening and closing procedures.
 ** Contract has been priced in accordance with VA 2021 minimum wage increases.

ADDITIONAL

** Contract includes liquid chlorine, pH adjusters, balancing chemicals, test kit, reagents, first aid and/or supplies, bathhouse and cleaning supplies. Additional supplies require separate approval and billing. Contract included up to \$2000 of COVID specific cleaning supplies.
 ** The cost for one extended weekend after Labor day is \$1575.00 per weekend. Must be approved in conjunction with the contract. Please initial for approval_____.
 ** The cost for lap swim Mon-Fri 6am-8am including 30min for opening is \$65 per day. Please initial for approval_____.

OPERATING HOURS & DAYS

The Contractor will operate the facility during the following dates and times inclusive.

Day Open: Saturday, May 29, 2021
Day Closed: Monday, September 6, 2021

Monday	10:30 AM	to	08:30 PM
Tuesday	10:30 AM	to	08:30 PM
Wednesday	10:30 AM	to	08:30 PM
Thursday	10:30 AM	to	08:30 PM
Friday	10:30 AM	to	08:30 PM
Saturday	10:30 AM	to	08:30 PM
Sunday	10:30 AM	to	08:30 PM
Holiday	10:30 AM	to	08:30 PM

On public school days, the pool will be

Total Full-time Operating Hours: 70.00

PRICES & PAYMENT DATES

The owner will pay the contractor the monthly payment on or before the first of the month.

CONTRACT: \$76,000.00

January 1, 2021	\$0.00
February 1, 2021	\$0.00
March 1, 2021	\$12,666.00
April 1, 2021	\$12,666.00
May 1, 2021	\$12,667.00
June 1, 2021	\$12,667.00
July 1, 2021	\$12,667.00
August 1, 2021	\$12,667.00
September 1, 2021	\$0.00
October 1, 2021	\$0.00
November 1, 2021	\$0.00
December 1, 2021	\$0.00

SIGN

Continental Pools, LLC

By: _____

Dated: _____

SIGN

OWNER agrees to terms page 1 to 8

By: _____

Dated: _____

In consideration of the compensation outlined in the Specifications page (page 1), Continental Pools (CP) will provide the following services, as described in this agreement at the Owner's swimming facility. This agreement will refer to the Specifications page, which includes the personnel, operating hours and days, price and payment schedule. **Additional services and inclusions noted on the Specifications page supersede the standard language in this contract body.**

BEFORE THE POOL OPENS WE WILL...

Prepare the swimming pool for opening by completing the following services:

- A. Drain the pool(s), if needed, and clean as necessary.
- B. Start pool filling; the Owner is responsible for shut off unless otherwise agreed upon in writing.
- C. Install existing diving boards, ladders and equipment that was removed for winterization.
- D. Start up and maintain systems.
- E. CP will schedule and be present for Health Department Inspection, as required, for opening.
- F. Water-testing services, where required by local jurisdictions, will be scheduled and billed, as required. Owner is responsible for payment for any testing or permitting services provided.
- G. All local and operational permits are the responsibility of the Owner. Payment for any permits, water-testing, or other permitting services will be the responsibility of the Owner. Owner responsible for payment upon billing.
- I. Remove pool cover(s) and store at Owner's facility if cover is present.
- J. Reassemble pool filtration system by installing plugs, flowmeters and gauges etc., which were removed for winterization, and have been provided by Owner.
- K. Organize existing furniture on pool deck. Unpacking new furniture purchased from others will be Owner's responsibility.
- L. Have pool in operational condition before opening date or pre-opening health inspection, under the condition that CP is granted unconditional access before 5/1, and Owner repairs are complete by 5/1.
- M. Reassemble existing bathhouse plumbing and advise Owner of any repairs needed.
- N. Prepare bathhouse and guard office for opening. This cleaning will be basic. Any detailed cleaning will be the responsibility of the Owner or Owner's cleaning vendor.

BEFORE THE POOL OPENS YOU WILL...

The Owner will be responsible for completing the following by April 1st unless otherwise noted, and the pool must be available to be drained and cleaned before May 1st. If Owner related items are not completed, additional charges for cleaning crew mobilization will apply, and delays will occur. In the event of Owner related delays, CP reserves the right to conduct the pre-opening inspection after Memorial Day Weekend.

- A. Provide all necessary utilities such as water, gas, and electricity. Payment for all utilities shall be the sole responsibility of the Owner.
- B. Provide CP with a copy of any Health Department violation/compliance letters with the signed contract.
- C. Prepare facility for use:
 - 1. Ensure all fencing prevents unauthorized entry into pool area, and repair if necessary.
 - 2. Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile or drywall, etc.
 - 3. Provide cleaning equipment. Owner is responsible for payment for these supplies.

- | | |
|-----------------|--------------------|
| (a) Rubber hose | (f) Dustpan |
| (b) Hose nozzle | (g) Toilet Brush |
| (c) Mop | (h) Toilet Plunger |
| (d) Mop bucket | (i) Scrub Brush |
| (e) Broom | |

- 4. Provide consumable cleaning supplies. Owner is responsible for payment for these supplies.

- | | |
|-------------------|-----------------------|
| (a) Toilet paper | (f) Scouring pads |
| (b) Paper towels | (g) Trash bags |
| (c) Hand soap | (h) Powdered cleanser |
| (d) Floor cleaner | |
| (e) Sponges | |

- 5. Complete any needed plumbing repairs. Hot water heaters must be made operational in order to pass inspection.
- 6. Inspect electrical systems and repair as required. Supply and install light bulbs.
- 7. Provide working locks on all doors, gates and windows and provide CP with four (4) sets of keys at contract signing. If CP provides the required keys the charges will be billed to Owner. CP will not be responsible for theft, vandalism or missing equipment before, during, or after the pool season.
- D. Provide a hard-wired telephone and activate phone service. The phone must be able to send and receive phone calls to and from CP's offices. Payment for the telephone shall be the responsibility of the Owner. CP **will not** be responsible for any phone charges, including but not limited to, operator assisted calls, 900 number calls, 10-10 long distance service, *69, *67 and/or 411 calls. Please have the phone company block all of these services. Cell phones

will not be accepted unless written approval is authorized through CP and all local authorities and government agencies.

- E. Arrange for and be present at any required plumbing or electrical inspections.
- F. Provide CP employees with free parking at all times.
- G. Provide all members with a pool pass including the age of residents on the pass. The Owner's application form for a pool pass must indicate that the parents or supervising adults are responsible for watching their children at all times.
- H. Provide CP with a copy of the pool rules and a list of all contact names with phone numbers, addresses, fax numbers and e-mail addresses.
- I. Owner shall be responsible for payment of any reinspection fees due to failure of Pre-Opening Health Inspection for Owner-related deficiencies. If Owner repairs are not completed by May 15, we cannot guarantee that the pool will be open on Memorial Day Weekend. There will be no pre-opening inspections scheduled the week before Memorial Day Weekend. This week is reserved for pool staff orientation. If your pool does not open, the pre-opening Health Department inspection schedule will resume the following week, dependent upon the local Health Department's schedule.
- J. Provide, or contract with CP to provide, the following rescue/pool operation equipment:
 - 1. Backboard with head immobilizer and 3 quick connect straps.
 - 2. Hazardous materials handling package (gloves, goggles, apron.)
 - 3. Flowmeter or other rate of flow indicator.
 - 4. Pool rules and safety signage.
 - 5. Approved sanitization equipment, in proper working condition, per State Health Code.
 - 6. Fully stocked first aid kit.
 - 7. Rescue tube (one per guard on duty.)
 - 8. Chemical test kit.

SERVICE, CHEMICALS AND SUPPLIES FOR THE POOL...

- A. CP will order, deliver, and install all chemicals necessary to maintain water purity. Payment for chlorine and pH adjusters will be the responsibility of CP, unless the pool leaks, at which time Owner agrees to pay for additional acid and chlorine. Bromine and calcium hypochlorite (shock) is excluded from this list and will be billed incrementally as necessary.
- B. Owner agrees to be responsible for, and pay upon billing, any additional chemicals needed and supplied such as bromine, granular chlorine (calcium hypochlorite), test reagents, sodium bicarbonate, calcium chloride, cyanuric acid, algaecide, etc. any additional chemicals supplied and chemicals needed specifically for AccuTab Feeders.
- C. If the swimming pool leaks, the Owner will be responsible for payment for additional chemicals as needed.
- D. CP will obtain authorization before providing supplies and completing repairs **unless**:
 - 1. Supplies/Repairs are required by the Health Department to keep the facility in compliance with state and local jurisdictional regulations.
 - 2. Supplies/Repairs are necessary for the pool to remain open and operate safely.
- E. If CP is contracted to provide cleaning supplies, standard generic supplies shall be provided. Cleaning supplies are:
 - 1. Floor cleaner
 - 2. Powdered cleaner
 - 3. Scouring pads
 - 4. Sponges
- F. If CP is contracted to provide bathhouse supplies, standard generic supplies shall be provided. Boxed soap is not included as a standard generic item. Bathhouse supplies are:
 - 1. Toilet paper
 - 2. Paper towels
 - 3. Trash bags
 - 4. Refillable soap
- G. Three doses of algaecide (Spring, Summer, and Fall) will be added and billed throughout the season.
- H. Water balancing chemicals will be added in the Spring and adjusted frequently throughout the season. This service shall be billed in June and July.
- I. Test reagents will be billed at a rate of \$300 per body of water. Billing will occur in June.

WHEN THE POOL IS OPEN...

- A. All lifeguards will have Lifeguard Training Certificates as required by the National Safety Council, Ellis and Associates, American Red Cross, or equivalent, and the supervisory personnel will, in addition, be certified pool operators. We hire our staff with strict adherence to employment discrimination law. In addition, we do not discriminate against non-native born persons.
- B. CP will schedule the hours and the days of work of said employees. Please refer to the Specifications page of your agreement for information regarding daily cleaning hours outside of daily operation. Managers and guards can be scheduled to arrive earlier or remain later for an additional charge.
- C. All CP employees will be required to wear uniforms readily identifying them as employees.
- D. CP agrees to provide a full time supervisor to conduct unannounced inspections. CP will transmit documentation of these inspections to Owner each week.
- E. Senior management personnel, in-service trainers, technicians and mechanics are readily available to respond as needed, but will also be conducting team support at your facility.
- F. All personnel employed by Continental Pools, Inc. (CP) for work under this agreement will be employed solely by CP and will be employees of CP. CP will be responsible for paying these employees and will pay all Social Security, Workman's Compensation and other taxes incident to the work of said employees.
- G. CP Policies and Procedures shall be incorporated into the daily operations of the swimming facility, however Facility rules may supersede. CP safety signage will be posted at all facilities, with Owner's permission.
- H. CP reserves the right to limit or deny access to patrons under the age of 12 unaccompanied by an adult 18 years of age or older.
- I. It is the Owner's responsibility to ensure that the pool enclosure, gates, doors, and all perimeter fencing are intact and secure at all times.
- J. CP will not be responsible for Owner's furniture and equipment (including but not limited to chairs, tables, light fixtures, umbrellas, planters, etc.) or damages resulting from use, misuse, storage, or placement, unless attributed to gross negligence on the part of CP and its employees. CP will not be responsible for damages or injuries due to wind or any other weather phenomena.
- K. If the pool is deemed "private" by local Health Department code enforcement, CP shall use best practices and industry guidelines when determining courses of action.
- M. During the season, pool staff will lifeguard the pool, check and clean the facilities, and maintain the pool systems. CP will be responsible for the following:
 - 1. Maintaining water purity and the proper operation of the filtration systems.
 - 2. Vacuuming the pool and general cleaning of surrounding pool area.
 - 3. Cleaning bathhouses, guard office, and filter room (where applicable).
- N. At facilities where one lifeguard is on duty, a 15 minute break will occur each hour to accommodate for the inspection of the bathrooms, testing water, pump room, etc., and to allow the lifeguard time to take a break so that they are attentive when lifeguarding. All patrons will be required to exit the pool while the lifeguard is not in the lifeguard stand actively guarding.
- O. The primary responsibility of the lifeguard staff during the hours of operation is to respond to any situation which may arise and render assistance. CP and its employees will not be held responsible or guarantee the safety of any individual, and shall not be encumbered to do so by this agreement. Owner acknowledges that injuries, illness, and death occur at swimming pools, and CP is responsible only for emergency management, and not liable or responsible except in the event of our gross negligence. This contract DOES NOT guarantee accident prevention.

CLOSING THE POOL DURING NORMAL HOURS OF OPERATION

CP or the Owner may close the pool due to violation of state and local jurisdiction regulations, inclement weather, breakdown of equipment, an emergency situation, and safety concerns, or by other causes outside of our control. If the pool is closed for more than ten (10) consecutive days, and Owner submits a request in writing, CP will refund all labor costs for pool staff from the tenth day until the pool re-opens, calculated at local minimum wage rate per unused man-hour.

- A. Inclement weather is defined as follows:
 - 1. Rainfall or forecasted prolonged rainfall.
 - 2. Lightning and Thunder - upon sighting of lightning or sound of thunder, the facility will be closed immediately and all patrons must exit. The facility will remain closed for a minimum of 30 minutes after the last event.
 - 3. Forecasted or actual ambient air temperatures less than 68 degrees.

- B. If the pool has not opened by 4:00 PM due to inclement weather, the facility will remain closed, regardless of weather conditions, until the next scheduled day of operation. In the event of inclement weather that arrives after 6:00 PM, the pool shall be closed for the remainder of the evening.
- C. Should there be vomit, human feces, animal feces, or deceased animals introduced into the pool water, the pool will be closed for maintenance and super-chlorination (see CP Policies and Procedures). In certain cases, the pool will be closed for the remainder of the day.
- D. If the pool is scheduled to be closed on, immediately prior to, or during a Federal holiday, it shall remain open. It will be closed for the appropriate number of days starting the day after the holiday is observed. CP retains discretion as it pertains to the adjusted schedule.
- E. Failure to comply with any Health Department regulations, including the Virginia Graeme Baker Act, will result in immediate closure until any and all violations are corrected.

HOURS OF OPERATION NOT INCLUDED IN THE SPECIFICATIONS

- A. Owner agrees to inform CP of any activities that will result in increased patron usage conducted at the pool during operating or non-operating hours at least two weeks in advance of the date. The Owner shall be responsible for payment to CP for any lifeguards and/or insurance during such activities, if scheduled through CP. If Owner does not make CP aware of an event during contracted hours that requires additional staff coverage, Owner shall still be responsible for payment of additional staff at a rate of \$30 per man-hour.
- B. The Owner shall assume sole liability for any function held at the pool where alcohol is allowed, whether the function is held during contracted pool hours or not. Owner agrees to and does hereby indemnify CP and save it harmless and shall defend it from, and against, any and all claims arising from maintenance, operation or use by the Owner and/or its agents, servants, employees, invitees, licensees, contractors or trespassers outside of the normal hours and circumstances of operation. Owner will manage and approve all activities and functions outside of contracted hours.
- C. CP, if requested by the Owner, at least two weeks in advance, will supply additional personnel at a fee of \$30.00 per man-hour per lifeguard for pool parties and events above, outside, and beyond the normal contracted operating hours. These events will be billed a \$25.00 processing fee, in addition to the hourly charge for the staff. Owner also agrees to be responsible for proper gate control and to limit patrons to a 15: 1 ratio of patrons to lifeguard. The minimum number of lifeguards cannot be less than normally required during daily operations.
- D. CP, if requested by the Owner at least two weeks in advance, will operate the pool before or beyond the contracted dates of operation at a fee of \$30.00 per man-hour of additional operation.

WHEN THE POOL CLOSURES FOR THE SEASON...

CP will perform the following services necessary to close and winterize the pool:

- A. Drain all pumps, filters, and recirculating lines that require draining and can be drained.
- B. Open all valves in pump room that are designed to be opened.
- C. Shut off fresh water supply and remove plugs to drain all piping and fixtures that can be drained.
- D. Drain pool to appropriate level. (Generally 12 to 18 inches below tile line.)
- E. Store cleaning tools, safety equipment, and supplies on site.
- F. Store if applicable, diving boards, ladders, guard chairs and lounge furniture on site.
- G. CP will not be responsible for any equipment stored at pool after winterization.
- H. Inspect facility and provide to Owner a written report of necessary maintenance and repairs needed for the following season, in some cases this will occur before the end of the season.
- I. Secure pool cover (if applicable). Deck anchors and cover springs may require replacement for covers to be properly secured. Owner is responsible for payment for replacement anchors and cover springs.
- J. CP **will not** be responsible for freeze damage. CP recommends that the Owner, at his sole expense, hire a certified plumbing contractor to inspect all plumbing lines and fixtures, and to remove and store all self-chilling water fountains.
- K. It is the Owner's responsibility to ensure that the pool enclosure, gates, doors, and all perimeter fencing are intact and secure at all times.
- L. Fill all bathhouse fixtures with anti-freeze and drain drinking fountains.

INSURANCE

- A. CP will maintain Comprehensive General Liability Insurance to insure against accidents and injuries directly due to the gross negligence of CP or our employees, including loss of life that may be sustained by any patron or guest of the pool, within the fenced area of the pool, during pool hours.
- B. It is expressly agreed and understood that CP will not be liable or responsible to any person for any loss, injury and/or damage sustained by said person as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of CP or its employees. CP is also exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, damage to buildings or equipment due to lack of adequate drainage, defective workmanship or hydrostatic conditions.
- C. CP currently maintains Comprehensive General Liability, covering the legal liability for bodily injuries and property damages, for a combined limit of Two Million Dollars (\$2,000,000) per occurrence, with excess liability coverage in the amount of Twenty Million Dollars (\$20,000,000) aggregate and covering at least the following hazards; (a) Contractor's Premises and Operations; (b) Contractor's Protective for its legal liability in connection with sub-contractor's operations; and (c) Contractual. The total insurance coverage provided is **Twenty Two Million Dollars (\$22,000,000)**. In the event the Contractors coverage falls below Ten Million Dollars (\$10,000,000) combined liability and excess, Owner will be notified.
- D. If there is a lack of available insurance coverage or our policy limits change to less than \$10 Million dollars in coverage, then this agreement can be renegotiated at the request of the Owner.

THE LEGAL STUFF...

- A. **SUSPENSION OF SERVICE:** CP may suspend service temporarily or terminate this agreement with written notice in the event of noncompliance by Owner or in the event payment is not received as outlined in the Specifications. Accounts not paid within thirty days shall be subject to an additional charge of interest at 1½% per month plus any reasonable attorney's fees.
- B. **LIQUIDATED DAMAGES:** In the event of termination of service by CP under the terms of this agreement for nonpayment of any sums due hereunder by Owner, it is expressly agreed and understood that CP shall be entitled to retain all sums of money previously received from Owner, and shall be entitled to collect all sums of money due including reasonable attorney's fees under the terms of the contract. The charges for any chemicals, supplies or labor that are outstanding are also due at the time of termination.
- C. **TIME CLAUSE:** CP has the option to void this agreement if it is not signed and returned by the Owner within thirty (30) days of the date on the Specifications page.
- D. **MISCELLANEOUS:**
 - 1. This agreement is valid only if accompanied by the signed Specifications Page.
 - 2. The payment schedule on the Specifications Page is included for accounting purposes and does not necessarily relate to services provided during that specific time period. Payment in full of the total amount due is expected regardless of this schedule.
 - 3. Invoices are sent 30 days prior to the expected due date. Payment is due on the scheduled date, not after. Any payments received after that date will be considered late and subject to finance charges. Failure to pay or respond to requests for payment can result in suspension of service or termination of this agreement.
 - 4. If Owner requires CP to register with a company in order to receive payment for their services (i.e., Compliance Depot, RMIS, etc.), Owner will reimburse CP for the cost of the fee plus a \$50 processing fee.
 - 5. Owner agrees not to hire or contract with CP's current or past employees to work at, service, or be connected in any way with the pool for a period of two years from the date that the contract terminates. If Owner does not comply with this provision, Owner agrees to pay CP a placement fee equal to 30% of the total contract price as specified on page 1.
 - 6. CP may use pool facility for lifeguard training with prior permission from the Owner. In-service training of staff shall occur at random throughout the season at Owner's facility, without prior approval.
 - 7. This Agreement shall be governed and construed in accordance with the laws of the State in which the Owner's pool is located.

8. Either party may terminate this agreement with 30 days written notice. In the event of early termination by Owner, Owner is responsible for all outstanding invoices and payment for any services rendered up until the last date of service.
9. Owner hereby agrees to contract with CP as a management contractor and consultant to manage and operate the pool site during the term of this Agreement. If Owner is not the actual Owner of the pool site, but acting as the agent of the Owner or property, the party executing this Agreement (and other agreements throughout the term for additional services, parts or repairs) on behalf of Owner warrants and represents that they are acting within the scope of their authority on behalf of the Owner in entering into this Agreement. The parties acknowledge that they each have the legal capacity and authority to enter into this Agreement. This Agreement is a valid and legally binding obligation of Owner through its agent, and is fully enforceable against them with its terms.
10. In the event that Owner changes management companies during the course of this agreement, CP shall not be encumbered to sign a new agreement with the new management company. The original agreement as accepted by both parties shall prevail, and all monies previously agreed to be owed to CP for services rendered and to be rendered will still be owed to CP.
11. It is agreed and understood that the Owner will pay all repair bills and invoices submitted to Owner within 30 days of presentment, for services or supplies outside of this agreement. It is agreed that this covenant is an independent covenant of this contract.
12. During routine evaluations of the facility, safety auditors and/or CP's senior management staff may determine that there is a need for additional staff coverage or other safety provisions. In this event, CP will advise the Owner of the amount of additional coverage needed and/or the associated expense. Deferred payment agreements may be available. If the additional coverage is not approved, CP may limit the number of patrons, restrict usage in certain areas of the pool, and/or terminate this agreement immediately without 30 days notice.
13. If the Federal, State, or local minimum wage is increased after the pricing of this agreement, the contract price will be increased by the exact amount of the wage increase per hour (i.e., increase x hours worked by each employee) plus 20% payroll taxes and worker's compensation insurance.
14. CP will not be held responsible for any damages to furniture or equipment due to wind, rain, inclement weather, or any acts of nature.
15. If Owner has provided CP documents as addendums to this agreement, should any term or provision of one document conflict with a term or provision of the other, the terms or provisions contained in the CP contract shall control.
16. In the event that Owner shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, CP reserves the right to terminate this agreement immediately.
17. Owner hereby agrees that CP is utilizing Owner's property and equipment and CP will not be held liable for damages or injuries caused due to Owner's property.
18. Owner agrees that if this contract is incorporated by reference into any other agreement (exhibit, addendum, scope of work, amendment, etc.), in the event of conflict, this document shall control, even if unexecuted.
19. CP is not responsible or liable to any person or entity for any COVID-19 related illness or death. Owner shall indemnify and defend CP against any and all COVID-19 related claims and suits.

E. DEFAULT:

1. In the event that the Owner considers CP to have breached any provision of this agreement or failed to perform or unsatisfactorily performed any obligation under this agreement, the Owner shall have the right to terminate the services provided; (1) a written complaint is made promptly to CP stating the precise nature of the deficiencies in performance and/or quality of service; (2) CP has not corrected the deficiencies within (10) days from the date written notification is received; and (3) Owner has complied in all material respects with its obligations under this agreement. Unless Owner complies with agreement, Owner shall not be entitled to set off, reduce or offset or claim consequential damages or any other deduction whatsoever, for nonperformance of this agreement.
2. Owner acknowledges that the swimming pool industry in the region where the pool is located is heavily dependent upon the international exchange program to provide labor. This program is wholly managed by the US Department of State, and the availability of staff is dependent upon the current political climate and the decisions of the State department. CP has no control over these decisions, and the effect that they may

have on the ability to adequately staff your facility. A failure to accommodate staffing requirements as contracted will not be considered a breach of contract. CP will make every effort to staff your pool with all the resources at its disposal. In the event that we cannot, and Owner wishes to terminate this agreement for that reason, then termination may occur at any mutually agreed upon time after receiving notification that they wish to do so. Owner will still be responsible for payment for all services performed through the date of termination.

- F. **BINDING EFFECT:** The terms and provisions of this agreement shall be binding on the Owner, its successors and/or heirs and to the benefit of CP and its successors and assigns. Owner shall not have the right to assign, pledge or encumber in any way any part of its interest in this agreement without prior written consent of CP.
- G. **ENTIRE AGREEMENT:** This contract embodies the entire understanding between the parties, and there are no other agreements, representations or warranties in connection therewith. In witness whereof, the parties hereto have signed this contract by their duly authorized representative and/or agents who represent that they have the express authority to enter this agreement on behalf of each party. This contract is valid only if accompanied by the signed general specifications page.



Continental Pools NoVA
14120 Parke Long Court - Suite 111
Chantilly, VA 20151

12/3/2020

Cameron Station Community Association, Inc
4th lifeguard Specification

Please provide an authorizing signature at each item and send back to us

	<u>Description</u>	<u>Qty/Units</u>	<u>Price</u>	<u>Ext. Price</u>	<u>Owner Initials</u>
1	4 th lifeguard to be scheduled at weekends and holidays Refers to Continental pools proposal with COVID-19 pool schedule 2021 Pool to be open and 4 th lifeguard scheduled : Saturday - 10am – 5 pm Sunday - 10am – 5 pm Holidays – 10am – 5pm [Requested by customer]	1 total	\$5,600.00	\$5,600.00	_____

Total: \$5,600.00

**Sales Tax will be added to the invoice upon billing.*

*** If you are a DC customer, sales tax will be added to all invoices upon billing.*

Offer is valid if Continental pools managment proposal is executed for season 2021

Signature of Owner or Authorized Agent for Owner

Name, Title

Date

CONTINENTAL POOLS, LLC

STANDARD TERMS, CONDITIONS, & WARRANTIES

The following Terms, Conditions, & Warranties, together with the executed Proposal/Service Repair Letter, constitute a contract ("Agreement") between Continental Pools, LLC ("Contractor") and _____ ("Owner") to which materials and/or labor is being supplied ("work"). The parties agree as follows:

OWNER RESPONSIBILITIES

1. **ACCESS TO SITE** - The owner shall provide and designate sufficient and proper access to the job site for the movement of trucks, tools, dumpsters and other equipment and materials. Contractor shall not be responsible for damage to lawns, landscaping, trees, curbs, sidewalks, driveways, roads, sewage systems, or to any real or personal property caused by Contractor's equipment within the access way to and the work area itself. Unless otherwise provided in this Agreement, no sodding, seeding, fine grading and/or landscaping are to be provided by Contractor. Contractor's obligation in that regard consists of returning pool area to rough grade and broom cleaning site so that it is free of all debris and excess materials upon completion. Contractor will not be responsible for clean-up of dust created from wind or sandblasting, unless otherwise agreed.
2. **UTILITIES** - Owner agrees to furnish electric power and water to the construction site for use by Contractor during the repair work. Owner is responsible for the payment, and delivery of fill water, if needed.
3. **DELAY** - Delay of work by Owner will render the completion date indicated in this Agreement inapplicable and Owner shall be responsible for all costs related to such delays.
4. **CHANGE ORDERS** - Some change orders may be necessary due to job conditions, changes required after plans have been submitted for permits, product unavailability, or because, as the work progresses, changes for the benefit of the Owner become obvious. Materials and/or work, in addition to that expressly provided for in this Agreement, will be billed separately by Contractor to Owner. Payment for such additional materials and/or work is due upon delivery and/or completion.

GENERAL PROVISIONS AND WARRANTIES

5. **PLANS** - If plans and specifications are attached, they form part of this Agreement. In case of conflict between such plans and specifications and the agreed conditions of this Agreement, the agreed conditions of this Agreement shall prevail. Contractor shall have the right to make inconsequential adjustments to the procedure, materials, and/or methods when the result is equal to or is greater than the expected work as determined by and at the sole discretion of Contractor.
6. **DELAY** - Contractor shall not be liable for loss or damage of any kind attributable to any delay caused by, but not limited to, weather conditions, labor difficulties, accidents, acts of civil or military authorities, acts of God, acts by Owner or other contractors, or any other conditions, causes or circumstances beyond Contractor's control.
7. **DEMOLITION** - During the demolition phase of the work, concealed/affected areas may need improvement; these items shall be billed at additional cost upon owner approval. These possible exceptions include, but are not limited to, additional delaminated or hollow whitecoat "pops", excessive thickness of mud bed between coping stones and bond beam, existing bond beam damage, excessive thickness of existing concrete (> 4"), electrical or plumbing lines in or below concrete, rebar running in concrete requiring removal, and effects from vibrations during use of demolition equipment. If coping and/or tile are not replaced in

conjunction with each other, or only partially replaced, Contractor will use caution during demolition, however, should remaining pieces become damaged, Contractor will replace all such areas at additional cost to Owner upon approval.

8. **ELECTRICAL** - Electrical connections are excluded from this Agreement unless otherwise specified. The existing electrical service is assumed to be adequate for the use of the existing swimming pool equipment and any new equipment which has been provided or requested and approved for installation. If, for any reason, electrical upgrades are needed for the use of said equipment, such upgrades or improvements will be at the Owners expense.

9. **SUBSTITUTIONS** - Contractor reserves the right to substitute materials, equipment or methods of equal or better quality to that specified in this Agreement without notification or any additional cost to Owner.

10. **OWNER BREACH** - In the event Owner breaches any of the terms and conditions of this Agreement, Contractor may, without waiving any rights it may have as a result of said breach, continue to do work pursuant to this Agreement, or it may stop work without further obligation or liability to Owner. If the latter, Owner forfeits all payments previously made to Contractor, and Owner will be liable to Contractor for damages caused by said breach, and all costs incurred by Contractor including reasonable attorney's fees and other costs of collection.

11. **WARRANTY** - Contractor warrants that all materials and/or parts used to complete the work will be made of suitable quality and all work completed in a competent and workmanlike manner in accord with industry standards. Any defect in Contractor's workmanship appearing within twelve months of completion shall be repaired without cost, conditional upon Owner providing written notice of such defect within fifteen (15) days of learning of said defect and taking appropriate and reasonable measures to mitigate further damage, without cost to Contractor without prior approval. Machinery and/or assembly units, parts, motors, fittings, heaters, accessories, and other manufactured items and materials purchased by Contractor for use in completing the work are provided with only the manufacturer's warranty, if such a warranty exists, and Owner agrees and understands that he/she shall rely solely upon the terms of any such warranty if it exists.

12. **DAMAGES** - Contractor's warranty does not include, and Contractor shall not be responsible for any damage resulting from, or caused by, surface drainage, acts of God, or the draining or emptying of the pool.

13. **INSURANCE** - Contractor will maintain Public Liability Insurance to protect against accidents and injuries directly due to the gross negligence of Contractor or our employees. Owner has or will obtain, prior to the start of work, a suitable insurance policy to protect his/her property and interests. It is expressly agreed and understood that Contractor will not be liable or responsible to any person for loss, injury and/or damage sustained as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of the Contractor or its employees. Contractor is specifically exempt from liability due to mechanical failure of equipment or damage to the pool due to faulty construction or defective workmanship by others, or hydrostatic conditions. If Contractor is invited to complete pool work or any other type of work that requires the draining of the pool, Contractor will not be responsible for any damages related to the water level in said pool.

14. **HAZARDOUS MATERIALS** - Contractor specifically reserves the right to halt excavation, demolition, or construction processes, without penalty under this Agreement or incurring financial or legal responsibility for, the discovery or exposure of any and all hazardous materials including, but not limited to lead, asbestos, petroleum products, medical waste and any other hazardous material that has a natural or unnatural origin, and the disposal, abatement, or remediation of such materials. Owner agrees to, at his/her own expense, remedy any such discovered defect and provide a site, free of hazardous materials, prior to the entry or re-entry of Contractor personnel while maintaining the schedule of payments as provided elsewhere in this Agreement or supporting documents.

15. SUBSURFACE - Contractor has assumed the excavation site to be free and clear of concealed/unforeseeable subsurface conditions, natural or unnatural, which would impede the progress of normal excavation. There is no provision in this Agreement to allow for expenses associated with the use of mechanical breakers, explosives, or the removal and disposal of unsuitable soils, rock, waste materials or other objects of any kind. Further, there is no allowance for expenses associated with the installation of suitable replacement materials. Owner, at his/her own expense, utilizing Contractor or other qualified personnel, shall remedy any such situation before Contractor proceeds with further excavation. In addition, stone needed for low or washed out areas is Owner's responsibility. The costs of repairing/replacing unmarked, mismarked or unknown underground utility lines, piping or conduits of any nature or any other subsurface item is also excluded.

OTHER TERMS

16. NOTICE & ACCEPTANCE - Unless otherwise provided in the Authorization to Perform Work, Owner agrees to pay Contractor within thirty (30) days after work is complete or accepted, whichever comes first. Unless otherwise agreed in writing, Owner agrees that written notice must be made for any deficiency, defect, or warranty claim within fifteen (15) days. Failure to provide timely written notice shall constitute acceptance of the work and payment in full shall be due.

17. CLAIMS - It is specifically agreed that no legal claims or actions may be made or commenced against Contractor before Owner has provided proper notice, Contractor has had a reasonable opportunity to complete the work or warranty repairs, and until the contract price, including any change orders, has been paid in full.

18. PAYMENT & COLLECTION - In the event that timely payment is not made, Owner shall be obligated to pay 1½% per month interest on any unpaid balance in addition to any costs of collection including reasonable attorney's fees. It is the express intent of the parties to this Agreement that title to equipment and accessories shall not pass to Owner until the full price in accordance with this Agreement shall have been paid to Contractor. If payment is not made according to this Agreement, Contractor may at its sole discretion, without notice, enter Owner's premises and repossess any equipment and/or accessories provided in this Agreement, and apply the value, less reasonable depreciation, against any unpaid balance. Contractor may also suspend or terminate the performance of additional services until the balance is paid.

This Agreement (Standard Terms, Conditions and Warranties) together with the executed Proposal/Service Repair Letter constitutes the entire understanding between the parties and there are no other agreements, representations, or warranties therewith.

Signature of Owner or Authorized
Agent for Owner

Continental Pools, LLC

Name, Title

Name, Title

Date

Date



Continental Pools NoVA
14120 Parke Long Court - Suite 111
Chantilly, VA 20151

12/3/2020

Cameron Station Community Association, Inc Swimming Pool Weekend Prior Opening Specification

Please provide an authorizing signature at each item and send back to us

Weekend opening 05/22/2021 – 05/23/2021

<u>Description</u>	<u>Qty/Units</u>	<u>Price</u>	<u>Ext. Price</u>	<u>Owner Initials</u>
1 Cameron station pool to be open at the weekend prior to Memorial Day weekend Saturday – Sunday 05/22 and 05/23 Hours of operation 10.30am to 08.30 pm Three lifeguards to be scheduled at all times Price includes 30 minutes of opening and closing procedures per each lifeguard (total of 1,5 hour a day) [Requested by customer]	Total	\$1575.00	\$1575.00	_____
		Total:	\$1575.00	

**Sales Tax will be added the invoice upon billing.*

*** If you are a DC customer, sales tax will be added to all invoices upon billing.*

Offer is valid if Continental pools managment proposal is executed for season 2021

Price subject to change

Signature of Owner or Authorized Agent for Owner

Name, Title

Date

CONTINENTAL POOLS, LLC

STANDARD TERMS, CONDITIONS, & WARRANTIES

The following Terms, Conditions, & Warranties, together with the executed Proposal/Service Repair Letter, constitute a contract ("Agreement") between Continental Pools, LLC ("Contractor") and _____ ("Owner") to which materials and/or labor is being supplied ("work"). The parties agree as follows:

OWNER RESPONSIBILITIES

1. **ACCESS TO SITE** - The owner shall provide and designate sufficient and proper access to the job site for the movement of trucks, tools, dumpsters and other equipment and materials. Contractor shall not be responsible for damage to lawns, landscaping, trees, curbs, sidewalks, driveways, roads, sewage systems, or to any real or personal property caused by Contractor's equipment within the access way to and the work area itself. Unless otherwise provided in this Agreement, no sodding, seeding, fine grading and/or landscaping are to be provided by Contractor. Contractor's obligation in that regard consists of returning pool area to rough grade and broom cleaning site so that it is free of all debris and excess materials upon completion. Contractor will not be responsible for clean-up of dust created from wind or sandblasting, unless otherwise agreed.
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This Agreement (Standard Terms, Conditions and Warranties) together with the executed Proposal/Service Repair Letter constitutes the entire understanding between the parties and there are no other agreements, representations, or warranties therewith.

Signature of Owner or Authorized
Agent for Owner

Continental Pools, LLC

Name, Title

Name, Title

Date

Date

Dear Heather,

Thank you for including High Sierra Pools in the bidding process. High Sierra Pools accepts and confirms the terms and conditions outlined in the Cameron Station Community Association RFP. Our goal during the bidding process is to demonstrate to Cameron Station how we will succeed at the following objectives:

- *Have a safe and enjoyable atmosphere at the pools*
- *Generate excitement at the pools with new ideas*
- *Bring the pools into the center of "summer life" at Cameron Station*
- *Establish an aquatics program of the highest professional standards*
- *Create a desirable "base camp" for families during the summer*

Qualifications to perform:

Sierra has been a leader in the Swimming Pool Management industry managing over 800 commercial pools throughout the Northeast region, with over 100 years of combined aquatics management experience on our leadership team.

Cameron Station Community Association is a large community which calls for a pool contractor with an established infrastructure able to serve the community and accomplish the stated objectives. Sierra's management team includes highly experienced managers from diverse background, which is critical to successfully leading the company in today's challenging environment.

As I will demonstrate in the next paragraphs, our team possesses years of experience managing a variety of commercial, municipal, university and community swimming pool operations. From operating one of the largest swim facilities in Northern Virginia, to operating one of the smallest rooftop swimming pools in the city, Sierra has provided service to meet the unique needs of the swim facility.

Our Reference List is testimony to our ability to consistently serve our clients for years at the industry highest standards. In order to serve our clients, we rely on a corporate culture that is built on a foundation of core principles: **safety first, work as a team, and serve the client.**



2704 COLUMBIA PIKE
ARLINGTON, VA 22204

VA,MD,DC 703-920-1750
FAX 703-920-1753

BOSTON
617-514-0550

HAMPTON ROADS
757-595-0080

High Sierra's large, well-established management infrastructure is ready to serve the Cameron Station Community Association, and work together to achieve your objectives for successful summer season.

Our management team continues to educate and train the "next generation" of pool professionals while listening to new ideas and methods. A willingness to share information is part of our corporate culture, and it starts with our president, Steve Lavery, who has an "open door" policy on decisions, company direction, and new ideas that are openly communicated throughout our company. These new ideas are the cornerstone of consistently outstanding service to our clients over the long run, and we are ready to partner with your community.

The entire High Sierra Pools Sierra Team is looking forward to serving the Association and achieving the aquatics goals of having the safest and most enjoyable summer seasons for its residents.

Sincerely,

Richard Smekal ,Vice president



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High Sierra Pools – Human Resources and Hiring Advantage:

High Sierra Pools welcomes input from our clients to determine the best recruiting methods for staffing each facility. Or, let us take care of the entire process from start to finish! Our recruiting plans include the following:

- Consultation with each facility to review customer service standards, operational challenges, and successes/shortfalls of past season(s) with prior contractor; periodic and annual reviews moving forward
- Constant monitoring of recruitment progress throughout the year by an assigned HR Manager, in coordination with High Sierra's Regional Manager and the client
- Local on-site job fairs and interview days to meet candidates face-to-face (or, in our current situation, online recruitment webinars and interviews)
- Community job fairs, high school and college campus visits and job fairs, and other regional recruiting events; engaging with community swim teams and other youth sports entities
- Advertising in community newsletters, social media, and other print and digital platforms
- Posting to community and college job boards as well as online job platforms like Indeed, Glassdoor, Handshake, Google job listings, etc.
- Recruiting, screening and selection of qualified candidates for seasonal pool manager and area supervisor positions
- Paid referral programs: employees can receive bonuses for referring friends, family and others who meet eligibility criteria
- Recruitment planning, execution and in-season support from full-time, year-round professionals in High Sierra's Human Resources Department that oversees the recruiting and employment of 2,500 employees annually; assigned HR Manager to each facility/division year-round



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- High Sierra-led American Red Cross Lifeguarding courses in our offices and other locations within the region by our team of American Red Cross-certified instructors; discounted certification for employees
- Supplemental international recruitment through the J-1 Summer Work and Travel Program in more than 20 countries to address shortfalls of qualified candidates within local recruitment markets; includes in-person overseas job fairs, or online interviews in smaller markets
- Daily scheduling and shift monitoring by a seasonal Staffing Coordinator, including covering “call-outs” with other available staff in the area

High Sierra’s Recruiting Numbers for Alexandria, Virginia

- Summer 2020 recruiting season for Alexandria: from 10/01/2019 – 08/01/2020, High Sierra received 154 applications from U.S. job seekers, offered positions to 105 applicants, and hired 45 applicants. The low number of hires is because most community pools decided not to open the facility to public.
- Summer 2020 recruiting season number for City of Alexandria: 478 applicants, 248 hired
- High Sierra’s 2020 supplemental international recruiting for city of Alexandria resulted in 120 international lifeguards with planned placements in Alexandria, VA; all were certified and prepared to travel to the U.S. prior to COVID-19-related visa and travel restrictions.

High Sierra is the only pool management company in the mid-Atlantic and Northeast region that can deliver on both volume and quality of international staff as a supplemental staffing contingency.



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High Sierra Pools – Operations Department Advantage:

Our goal in the Operations Department is to provide unparalleled customer service, not only by meeting the expectations and objectives of the pool management service contract but by surpassing it.

Large Company Advantage with Small-Company Attention: The Best of Both Worlds

High Sierra Pools offers the advantages of a large company to our portfolio of nearly 800 facilities throughout the mid-Atlantic region. In our 25 years of operation, we have perfected the combination of personalized service with the resources of a large company. We achieve this through locally based management coupled with our stability, software infrastructure, and independent departments.

Seasonally, we employ about 60 experienced seasonal zone supervisors in addition to our group of 18 year-round supervisors thanks to our well-diversified customer portfolio. This group of field managers is led by our team of Division Managers, who are true industry leaders and experts in pool operations.

Falls Church, Alexandria Division

Our Alexandria follows the I-395 corridor and serves 60 customers. Our Senior Regional Manager, Damir Trencovski, oversees all aspects of this region's operations. Igor Milosevic, the zone supervisor who would manage the daily operations of the Cameron Station Community Association, is a year-round is a supervisor with nearly 10 years' experience with the company. We would also select an experienced aquatics coordinator for this community.

High Sierra employs the latest technologies and modern software, including but not limited to:

- Web-based employee scheduling portal
 - Lifeguards have online access to their future and past schedules, day-off requests, and other company communication
 - Reminder are sent via text messages and emails about their upcoming shifts, changes, or newly posted schedules
- VOIP time-keeping solution for hourly staff (GPS-stamped clock-ins)
 - Lifeguards have online access to their hours worked
- Tablet based electronic inspections
 - Weekly pool inspection is time and GPS-stamped upon completion and emailed to the client
 - Weekly staff safety inspection is time and GPS-stamped and saved for internal review
- Electronic Table-based Training Checklists
 - Focus and attention is put on training all staff members thoroughly on company policies and operation and safety guidelines



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- All lifeguards attend an orientation process which includes:
 - HR orientation and paperwork
 - New Employee Orientation, Employee Handbook review
 - Facility Specific Pool Rules
- Spring Pool Opening and Winterization Forms
 - Clients are consulted on preferred pool opening and winterization timeline, and when schedule of work is notified, receive continuous notifications about our work progress and status
- Established channels of Communication
 - Whatever we do, we communicate and let you know so that everyone is on the same page
 - Our aim is to be proactive, not reactive, and always keep our clients in the loop whether we are dealing with technical difficulties, staffing challenges or other operation-specific challenges

Going the extra mile, striving for improvement, seeking customers' feedback, and offering help and solutions to problems are all daily standards of our Operations Department.



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High Sierra Pools – Safety Initiatives:

Of the three founding principles of our company, the first and most important is “Safety First.” The attention to detail, innovative instructional methods, and precision in lifeguarding trainings is unmatched within the industry. Our close cooperation and partnership with the American Red Cross are testaments to our dedication to aquatics safety.

- Lifeguarding Courses

Our team strives to ensure that all prospective lifeguards are certified at the highest standards set by American Red Cross and the aquatics industry. Our lifeguard instructors and Safety Department Managers embrace new methods and attend industry-specific trainings in to maintain their status as experts in the field.

High Sierra Pools is the #1 American Red Cross training provider in the United States, certifying nearly 2,000 new lifeguards per year.

- Summer Safety Team

Our Safety Department consists of 10 seasonal safety inspectors, all of whom are highly qualified, knowledgeable, and accessible experts in aquatic safety and incident prevention. These internal inspectors are tasked with carrying out safety inspections, conducting safety audits and coaching and reminding lifeguards of the proper lifeguarding techniques including water scanning. This happens during unannounced daily pool visits.

- In-Service Trainings

We schedule monthly in-service trainings for all active lifeguards. Inspectors review facility rules and regulations and practice EAP, surveillance, First Aid, CPR, AED, and water and land rescue skills. This helps lifeguards improve their skills, share experiences, and meet new people in a positive, team-centered environment.

Our goal is not to police our lifeguards, instead to provide valuable feedback, offer help, and make lifeguards prepared to carry out their important duties.

- STARS and HEROES

“SIERRA HERO Lifeguards” Initiative – a program to recognize lifeguards who responded to emergency situations and prevented serious injury by acting quickly. We proudly recognize the lifeguard with monetary bonus and certificate of appreciation and dedicate an article in our bi-weekly “Sierran” Newsletter.



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"SIERRA STAR Lifeguards" program, established more than a decade ago, to recognize lifeguards with outstanding work performance, lifeguarding knowledge and customer service. We proudly recognize our STAR lifeguards with monetary bonus and their picture is featured in our bi-weekly "Sierran" Newsletter.



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Cameron Station Community Association

Request for Proposal – Proposal for POOL Management Services

October 27, 2020

You are invited to submit a proposal for Pool Management Services for the Cameron Station Community Association located in Alexandria, Virginia. The Cameron Station Community Association is a large mixed-use community consisting of 1,769 homes located in Alexandria, Virginia. The Community has a large community center of two floors which consists of a reception area where owners are to check in with the fitness staff, an indoor basketball court, an exercise facility, a six-lane outdoor pool with a wading pool, men's and women's locker rooms, full kitchen, multiple conference rooms and management staff office space.

The following Pool Management Agreement attached as Exhibit Four and fully incorporated herein by reference, hereby establishes the standard contract for pool management for the Cameron Station Community. All the terms of this Pool Management Agreement are acknowledged and agreed to upon execution of the signature page at the end of Exhibit Four. This agreement shall be in effect for the period of Jan 1st, 2021 through December 31st, 2021, with two (2) One Year options.

EXHIBIT ONE - STATEMENT OF WORK

All work shall include all labor, materials, equipment, supplies and services necessary to perform this scope of work in the community's outdoor pool as it exists on the date of signed agreement. The Contractor shall always have a competent and dedicated onsite supervisor in charge and available to their staff. Work shall be performed per specifications and services as outlined below in a manner suitable to Cameron Station Community Association, hereinafter referred to as the "Association" and the bidder, hereinafter referred to as the "Contractor".

INTRODUCTION / BACKGROUND

Cameron Station Community Association is a Community of 1,769 homes in Alexandria, VA. The purpose of this solicitation is to procure pool management services for an outdoor pool located at Cameron Club – 200 Cameron Station Blvd, Alexandria, VA 22304

This Request for Proposal (RFP) seeks responses from licensed and high performing contractors with strong professional qualifications to provide pool management services for the Cameron Station Community Association.

PERSONNEL

- A. All personnel employed by the Contractor shall be employed solely by the Contractor and shall be the employees of the Contractor. The Contractor shall be responsible for advertising and recruiting help, payment to its employees and shall pay all social security, workman's compensation, and other taxes incident to the work of all Contractor employees.
- B. The Association agrees that it will cooperate in ensuring that any requests that it makes regarding personnel are in compliance with Equal Employment Opportunity Laws, wage and hour laws and other federal state and local requirements and agrees to identify contractor in the event that there is a violation of such laws because of the request of the owner.
- C. The pool company shall be responsible for ensuring that all staff assigned to the property comply with all directives from the Commonwealth of Virginia, City of Alexandria, and the Federal Government.
- D. Pool contractor shall screen for COVID-19 screening and social distance monitoring of guests.

- E. If Virginia is still subject to a State of Emergency, the pool company shall require their staff to do all of the following:
- 1) Wear face coverings supplied by Contractor over their nose and mouth while on the Association property, except while in the water or responding to distressed swimmers.
 - 2) Wearing all personal protective equipment recommended by the Centers for Disease Control or the Commonwealth of Virginia, if applicable in a pool setting. Contractor shall provide any required personal protective equipment for use by Contractor's staff.
 - 3) Comply with all OSHA requirements as establish by Virginia regulations
 - 4) Clean and disinfect shared equipment, including guard chairs, after each use.
 - 5) Report to the Association's designated management liaison within twenty-four (24) hours of any known COVID-19 infections of Contractor personnel or staff who have been on the Association property and to cooperate with Association in contact tracing efforts.
 - 6) Screen all personnel and staff before each shift and prohibit any from entering Association's property if any of the foregoing have a fever of 100.4 degrees Fahrenheit or higher; sense a fever; have a cough, shortness of breath, chills, sore throat or muscle aches that cannot be attributed to another health condition; or any combination of the foregoing. Daily screening logs shall be made available to Association upon request.
 - 7) Require personnel to frequently wash their hands with soap and water and/or using alcohol-based hand sanitizers with at least 60% alcohol.
 - 8) Maintaining social distancing of no less than 10 feet at all times.
- F. If additional hours of service are needed, or if additional staffing is needed, the Contractor, if requested by the Association, shall supply personnel for these additional hours of service. The fees for increased hours of regular service shall be in addition to the Basic Contract price and shall be billed at a rate mutually agreeable to all parties.
- G. Contractor's personnel shall maintain all necessary licenses at all times. All certificates must be visibly posted in the pool office. Qualifications for guards should be American Red Cross course lifesaving certification, at minimum, and management personnel shall, in addition, be certified pool operators.
- H. All pool contractor staff, including substitutes, will be familiar with the Rules and Regulations for pool usage. Pool management staff will be familiar with all terms and conditions of this contract.
- I. The Contractor agrees to conduct routine inspections during the full-time operation of the pool. A written inspection report will be completed weekly and a copy will be provided to the Association's designated management liaison for review. The Contractor will advise the Association of the general pool operations and any related maintenance issues that need to be addressed.
- J. Copies of all inspections, disciplinary actions taken and/or complaint forms should be forwarded to the management company within twenty-four hours of the occurrence.

SUPPLIES

- A. Contractor shall obtain all chemicals necessary for the operation of the pool. Payment for such chemicals shall be the sole responsibility of the Contractor.
- B. Contractor shall obtain all supplies or materials needed, including but not limited to first aid equipment, paper supplies and regular janitorial supplies needed for the operation of the pool. Payment of such

supplies shall be sole responsibility of the Contractor. Supplies other than paper and regular janitorial supplies, including, but not limited to buckets, brooms, etc., shall be purchased by the Contractor and paid by the Contractor.

OPENING OUTDOOR POOL – STANDARD CONTRACTOR SERVICES

Contractor will be responsible for preparing the outdoor swimming pool and facility for opening by completing the following standard services:

- A. Conduct and submit to the Association a written inspection report necessary to render the pool and filtration system is operational.
- B. Drain, clean and fill pool when necessary.
- C. Clean bathhouse and pool area.
- D. Place filtration and chlorination system in operation and check for proper operation.
- E. Arrange and be present at any local or state Health Department Pre-Opening Inspection required.
- F. Remove pool cover(s) and store at the facilities designated storage room.
- G. Contractor will advise Association of all needed repairs and supplies within thirty (30) days of the execution of this contract.
- H. Where required, the contractor will obtain and required licenses and permits before the date of the pool opening.

EMERGENCY CLOSING OF POOL

The Association and or contractor may close the pool facility in an emergency situation or during inclement weather. Whether the pool closure is caused by mechanical failure, inclement weather, inadequate security for the protection of the life guard at the facility, or by any other causes outside of the contractors control, there will be no charge or adjustment in the compensation to contractor. In the event that the pool is closed for a period of more than ten (10) days because of mechanical failure, the necessity of extensive repairs or by order of any local or state regulatory body the contractor shall refund fifty percent (50%) of the per day operating cost from the eleventh (11) day until the pool is reopened for normal operation.

- A. For a major equipment failure or emergency, the Contractor may shut down the pool for the length of time required to repair the failure. Contractor shall notify the Association's designated management liaison will be informed immediately.
- B. Should more than three (3) days be necessary to perform repairs and/or restore the pool to normal operating condition, Contractor shall forego or refund eighty percent (80%) of the monthly contract cost, pro-rated on a daily basis for each day of non-operation beginning with the fourth (4th) day of non-operation, until such time as the pool resumes normal operation.
- C. In the event of an emergency closing of the pool, the contractor will notify the Association's designated management liaison of such closing and the estimated time for reopening of the pool.
- D. In the event of closing for sanitary reasons, all health department regulations will be strictly adhered to. The contractor will also notify the Association's designated management liaison of such closing and the estimated time for reopening of the pool. Contractor will also notify residents of reopening times by written notice at entrance to pool.

DAILY MAINTENANCE AND OPERATION OF THE POOLS

A daily inspection and general cleaning shall be performed each morning prior to opening, on-going throughout the day and in the evening to include Cleaning and disinfecting shared equipment as recommended by CDC, Government mandates and Cameron Station Pool Operation Plan and Rules, please refer to EXHIBIT 4 Section I. Contractor will be responsible for the following:

- A. Maintain proper filter operation by backwashing and/or cleaning pump strainer as required
- B. Maintain water quality in conformance with required standards
- C. Maintain required Health Department records.
- D. Clean Bathrooms and Pool office as required.
- E. Clean pool area inside pool enclosure.
- F. Vacuum pool bottom, clean waterline tiles and skimmer baskets, as necessary.
- G. Provide curious, responsible, and mature enforcement of all the owner's written pool rules as are reasonable and in accordance with all federal, state, and local laws and regulations and safety factors. A copy of such rules shall be provided at the time of the signing of the contract and can also be found on at this web address: Cameronstation.org.
- H. Contractor is not responsible for any loses or damages caused when pool is not open, by those acts or omissions of third parties over whom contractor has no control or by failure of the owner to comply in a timely manner with its responsibilities under their contracted agreement.

CLOSING AND WINTERIZAITON OF OUTDOOR POOLS

The Contractor will close pool upon termination of the previous stated operating season and to winterize the swimming facility by performing the following services:

- A. Disconnect piping at fixtures as required and drain all piping which can be drained.
- B. Remove, clean and store skimmer baskets.
- C. Remove and store in compound the pool ladders, handrails, lifeguard chairs, safety ropes and diving board.
- D. Drain pool to appropriate water level. Contractor is responsible during winter months to keep water level below tile line.
- E. Open all valves in filter room with require opening.
- F. Backwash and drain filter tank and filter piping.
- G. Uncover and the drain hair and lint strainer.
- H. Inspect all visible plumbing. IF pipes are below, drain points, or behind walls or in ceilings which are not visible, contract or will not be held responsible for any freeze damage.
- I. If main water cut off is not accessible, or is in an unsecured area, contractor will not be held responsible for any freeze damage.
- J. Install winter algacide and motor protectants at contractor's expense.
- K. Store chlorinators, chemical feeders, and flow meters on premises.

- L. Store pool maintenance, testing equipment and supplies on premises.
- M. Store all pool deck furniture in designated location within the clubhouse.
- N. On completion of pool closing, contractor will notify Association.
- O. Submit to the Association a detailed inspection report covering condition of pool facility and related equipment.
- P. Make monthly inspection of the pool facilities over the winter months. Any freeze damage shall be reported immediately to the Association.
- Q. Schedule and conduct winterization walk through with the Association's designated management liaison no later than October 15, 2021 to verify completion of all required services

MAINTENANCE AND REPAIRS

- A. Contractor will perform preventive maintenance and minor routine repairs to the equipment and the Association shall pay for the cost of the parts and material upon prior approval of the Association's designated management liaison.
- B. All extensive repairs, replacements of equipment or other similar work needed during the season to continue the operation of the pool or to maintain health and safety standards will be at the Association's expense. It will be the responsibility and duty of Contractor to notify the Association of the need for repairs or work. Contractor will submit a written proposal for the Association's approval before starting the repair(s).
- C. The Association is not required to use the Contractor exclusively for such repairs.
- D. Contractor shall at all times strive to anticipate preventive maintenance needs and shall provide the same.
- E. Contractor shall perform any additional services requested by the Association, which services shall be extra and in addition to the fees provided herein. Such services beyond the contract shall be billed monthly.

UTILITIES

The Association shall provide water and electricity for the operation of the pool. The Association shall provide telephone service at the Association's expense.

HOURS OF OPERATION

Beginning, Saturday, May 29th, 2021, the pool will open seven (7) hours a day. The hours of operation during the 7-hour day shall be:

Cameron Station Club House and Pool	
Days	Hours
Mon, Wed & Friday	12:00 PM – 7 :00 PM
Tuesday & Thursday	7:00 AM-2:00 PM
Saturday & Sunday	10:00 AM- 5:00 PM

The Board of Directors will evaluate whether to change the hours after the pool has been operational, and reserves the right, in its sole discretion, to increase the hours, decrease the hours, or close the pool.

Cameron Station Community Association
Request for Proposal to Provide Pool Management Services
EXHIBIT TWO - COST PROPOSAL

Project Name: Pool Management Services Contract

Date: 11/5/2020

Contractor: High Sierra Pools

For the aforementioned services the Association agrees to pay the Contractor as noted below which includes labor and material for services described above.

Payment of an invoice shall be made by the Association's Managing Agent for the month worked within thirty (30) days of invoice receipt so long as no contract dispute exists.

Cameron Station POOL – Three Guards on duty at all times

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day: \$900 per additional weekend

2021 Season (Year one)

Monthly Rate: \$ On page 1 of the bid

Annual Contract Price: \$48,000

Hourly Rate for Additional Guard: \$ 20

Hourly Rate to extend beyond 7 Hours per day \$ 20

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day: \$900 per additional weekend

2023 Season (Option Year two)

Monthly Rate: \$On page 1 of the bid

Annual Contract Price: \$51,800

Hourly Rate for Additional Guard: \$20

Hourly Rate for Maintenance Staff \$75

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day: \$900 per additional weekend

2022 Season (Option Year one)

Monthly Rate: \$On page 1 of the bid

Annual Contract Price: \$ 49,900

Hourly Rate for Additional Guard: \$20

Hourly Rate for Maintenance Staff \$75

Cameron Station Community Association

Request for Proposal to Provide Pool Management Services

EXHIBIT THREE – PROPOSAL INSTRUCTIONS

The Association reserves the right to accept any proposal deemed to be in its best interest. The Association may also reject any and all proposals. Proposals must contain the following documents, each fully completed.

- 1) Contractor must respond to all required elements contained in Exhibit Two, Cost Proposal; and Exhibit Three, Proposal Instructions. Proposals that do not comply may be deemed non-responsive.
- 2) Introduction letter outlining the Contractor's professional specialization, and provide past experiences to support their qualifications
- 3) Cost Information: Cost information must be submitted with your proposal. Proposals are requested to have separate pricing for each specific required element of work as outlined in Exhibit Two.
- 4) Client References: Three client references for which contractor has provided similar services in the past 18 months. References must include, as a minimum, the client name, contact information (phone number, e-mail address) and a brief description of services provided.
- 5) Contractor must provide proof that it is licensed to do business in Virginia and carries minimum liability and workman's compensation.

Site visits are encouraged and may be arranged by contacting Janeva Sharps, Onsite Assistant Community Manager via e-mail at managers@cameronstarion.com or at 703-567-4881.

RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

October 27, 2020	RFP Issued
November 6, 2020	Response due 4:00PM. <i>(if you have any issues with a quick response, please let us know)</i>
November 24, 2020	Board of Directors Review and Contract Award
Jan 1 st , 2021	Contract Start Date

E-mail submittals are acceptable and preferred; please submit your proposal or any questions regarding this solicitation to managers@cameronstaion.org. If you are sending your proposal via US Mail or courier **please submit to the address below to arrive no later than 4:00p.m on Friday, November 6, 2020.**

Cameron Station Community Association
Attn: Janeva Sharps
Onsite Assistant Community Manager, CAMP
200 Cameron Station Blvd, Alexandria, VA 22304

EXHIBIT FOUR – POOL MANAGEMENT AGREEMENT

I. CONTRACTOR AND COVID-19 RELATED DUTIES

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Association has implemented preventative measures required by the Commonwealth of Virginia and recommended by health agencies (including the Centers for Disease Control and Virginia Department of Health) to reduce the spread of COVID-19 among users of the communal areas within the Association. However, the Association cannot guarantee that the communal areas, such as pools, gyms, computer room, and club house facilities (the “communal areas”), will not become infected with COVID-19. Further, using the communal areas could increase the risk to users of contracting COVID-19.

It is understood that Contractor has agreed to perform the following additional obligations as a result of Federal, State and Local ordinances related to the communal areas. The Parties understand that these obligations may change and to the extent they do and additional action(s) is/are required for communal areas to be open, the Parties shall work together to negotiate revisions to the Contract if needed. Contractor shall be solely responsible for ensuring their employees and agents adhere to all COVID-19 Guidelines, including but not limited to:

1. Wearing face coverings supplied by Contractor over their nose and mouth while on the Association property.
2. Wearing all personal protective equipment recommended by the Centers for Disease Control. Contractor shall provide its staff with all required personal protective equipment.
3. Cleaning and disinfecting shared equipment after each use.
4. Reporting to the Association’s managing agent within twenty-four (24) hours of any known COVID-19 infections of Contractor personnel or staff who have been on the Association property and to cooperate with Association in contact tracing efforts.
5. Screening all personnel and staff before each shift and prohibiting any from entering Association’s property if any of the foregoing have a fever of 100.4 degrees Fahrenheit or higher; sense a fever; have a cough, shortness of breath, chills, sore throat or muscle aches that cannot be attributed to another health condition; or any combination of the foregoing. Daily screening logs shall be made available to Association upon request.
6. Requiring personnel to frequently wash their hands with soap and water and/or using alcohol-based hand sanitizers with at least 60% alcohol.
7. Maintaining social distancing of no less than 10’ feet at all times.
8. Using gloves to remove any trash or debris from the communal areas and properly disposing of all trash.

9. Following all regulatory requirements, including safety measures, issued by the Commonwealth of Virginia to protect employees and/or patrons accessing areas where Contractor is performing services.

II. USE AND FACILITIES

1. Two lanes will be marked for lap swim or water exercise and will be limited to one person per lane. The remainder of the pool is available for open swim, provided all users remain at least 10 feet away from people who are not members of their household.
2. The wading pool shall remain closed until otherwise determined by the Board of Directors.
3. All occupants of the pool area shall be required to wear a mask when not within the swimming pool, except for (a) children five (5) and under; and, (b) people with medical conditions that prevent them from wearing a mask, provided the person requesting the medical exemption signs a form certifying the have such a medical condition.
4. The locker rooms will be open for access to sinks, showers and toilets. However, the lockers will be blocked off and are not to be used.
5. No pool toys or items that may be shared are allowed in the pool area (to prevent the spread of COVID-19).
6. No community pool-deck furniture will be put out to minimize the chance of spreading COVID-19 (and to reduce the cleaning demand on the clubhouse staff). Patrons may bring their own pool-deck furniture.
7. The drinking fountain on the pool deck will be secured and is not to be used.

III. SOCIAL DISTANCE MONITORING

1. All persons shall remain at least 10 feet away from any person who is not a member of their own household. This requirement applies to all locations in the pool, on the pool deck, or in any other accessible facilities of the Association, including the entrance through the Cameron Club and the bathroom.
2. Each person using the pool shall be required to socially distance as set forth in Paragraph D.1. and must follow the direction of any lifeguard, pool attendant or any other similar person to maintain social distance in the event they become too close to another person who is not a member of their household.
3. Sitting/gathering areas for individuals or family units that live together will be marked on the pool-deck with tape. These areas will be spaced to maintain 10 feet of social distancing. All patrons must remain within their designated area unless using the swimming pool or bathroom facilities.

IV. CONTRACTOR ADDITIONAL RESPONSIBILITIES:

1. Non-assignment

This Agreement is intended to be an agreement solely between the above-named parties and is not assignable without the express written consent of the Association.

2. Services

The services required are set forth in the pool management agreement. Such services are to be performed in good workmanlike manner.

3. Reservation and Entrance System

- All persons using the pool are required to register for a block of time during which they may use the pool. Reservations may be made beginning three (3) days prior to the intended date of use of the pool.
- Reservations system will utilize Omnify scheduling software, and reservations will be made in 1.5 hour increments, with 30 minutes allowed for cleaning at the end of the 1.5 hour reservation period. The last reservation period of the day shall be for 1 hour.
- No more than 20 patrons will be permitted in the pool at the same time. The Board of Directors reserves the right to increase the level of occupancy of the pool up to the maximum permitted under the then-current Executive Order issued by the Governor.
- Each time a resident enters the pool, the resident will be required to complete a "Health Screening Form and Assumption of Risk Agreement." If the resident is accompanied by minors (under age 18), the resident will also be required to sign forms on behalf of the minors.
- Residents shall only be permitted to bring minors from their same household to the pool. Any minors who reside in a different household than the adult who is accompanying them to the pool will be denied entry.
- No guests will be permitted entry into the pool.
- All persons admitted to the pool must display a valid Cameron Station ID card displaying a 2020 Cameron Station sticker.
- All persons entering and exiting the pool shall enter and exit through the Cameron Club entrance door near the multipurpose court - where the front desk is located.
- Signs will be posted at the pool and the entrance through the Cameron Club as required by the Commonwealth of Virginia.

I. CHARGES AND PAYMENTS

In return for the satisfactory delivery of services by the Contractor in accordance with this Agreement, the Association agrees to pay the Contractor upon receipt of invoices pursuant to the payment schedules as stated in the pool management agreement. Invoices shall be presented for payment in accordance with the payment schedules in the agreement.

II. DURATION OF AGREEMENT

This Agreement shall benefit both parties to the Agreement and shall be in effect from Jan 1, 2021 through Dec 31, 2021. This Agreement may be terminated with or without cause by the Association or Contractor upon thirty (30) days written notice. There will be no termination fee charged by either party if the Agreement is terminated by either party.

III. NOTICE PROVISION

In the event notice is required in connection with this Agreement, said notice shall be deemed given when delivered personally in writing or when mailed postage prepaid certified return receipt requested as follows:

If the Contractor: Radoslaw Kaczor
2704 Columbia Pike, Arlington, VA 22204

If the Association:

Heather Graham, Executive Vice President

Community Association Management Professionals (CAMP)

Agent for Cameron Station Community Association

4114 Legato Road, #200

Fairfax, VA 22033

IV. ENTIRE AGREEMENT

The parties agree that this Agreement with the _____ Agreement is the entire Agreement between the parties, and that any change to the provisions of the Agreement must be made in writing and signed by both parties.

V. INTERPRETATION

The Laws of the State of Virginia shall govern the interpretation and all matters relating to this contract.

In witness whereof, Cameron Station Community Association, has caused its name to be signed by its President, all pursuant to due and proper authority duly heretofore had and _____ which is Contractor, has caused its name to be signed by its President, all pursuant to due and proper authority, all as of the date first written above.

Signature – Cameron Station Community Association

Date



Signature –High Sierra Pools

11/5/202

Date

SWIMMING POOL MANAGEMENT AGREEMENT

WHEREAS, High Sierra Pools Inc. (HSP) offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 1. GENERAL SPECIFICATIONS:

OWNER / AGENT	PROPERTY NAME	SWIM FACILITY NAME
Community Management Corporation - 4840 Westfields Blvd Chantilly, VA, 20151	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304
POOL OPERATION HOURS	POOL PERSONNEL	
Main Season: May 29, 2021 - Sep 6, 2021	Pool Manager	49
Mon 12:00PM-7:00PM	Lifeguard	98
Tue 7:00AM-2:00PM		
Wed 12:00PM-7:00PM		
Thu 7:00AM-2:00PM		
Fri 12:00PM-7:00PM		
Sat 10:00AM-5:00PM		
Sun 10:00AM-5:00PM		
Hol 10:00AM-5:00PM		
Weekly Staff Hours:		147

ADDITIONAL INFORMATION

Included at NO Additional Cost: Disinfectant and PH Balancer, Cleaning Supplies, First Aid Kit and Refill, Janitorial Supplies, Liability Insurance, Area Supervisor, Spring Opening, Test Kits and Summer Reagents, Winterization

Lifeguards will have valid CPR/AED, LFG/First Aid and Pool Operator Certificates. An area supervisor will perform minimum 2 weekly inspections. 3 guards on duty at all times.

PAYMENT SCHEDULE

Due on Mar 1, 2021	\$2,400.00	Due on Aug 1, 2021	\$9,600.00
Due on Apr 1, 2021	\$4,800.00	Due on Sep 1, 2021	\$2,400.00
Due on May 1, 2021	\$9,600.00		
Due on Jun 1, 2021	\$9,600.00		
Due on Jul 1, 2021	\$9,600.00		

Contract Price \$48,000.00

EXTRA SERVICES*	OPTIONAL YEARS*	
_____	___ 2022	\$49,900.00
_____	___ 2023	\$51,800.00
_____	_____	
_____	_____	
_____	_____	

* Initial each to approve; each billed separately, each priced per year

* Initial to extend Swimming Pool Management Agreement at listed price

WHEREAS, High Sierra Pools, Inc. ("HSP") offers pool management services for the operation of commercial swimming pools and is an independent contractor;

WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements or contracts between the parties where those agreements or contracts conflict with the terms of this Agreement and shall govern the relationship between HSP and Client;

WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating risks and constraints;

NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 2. SCOPE OF AGREEMENT:

Subject to the terms set forth herein in this Agreement, the Parties contemplate that HSP will provide certain pool management services which include the opening, operation of and management of Client's swimming pool or pools. HSP and Client will mutually agree upon and select an opening date for the swimming pool or pools so long as the opening date is not delayed or prevented by unforeseen or unknown events; by mechanical failures of equipment necessary to the operation of the swimming pool or pools, by repairs or replacement of equipment necessary to the operation of the swimming pool, by interruption of utilities necessary to the operation of the swimming pool, by failure to obtain annual certificates or other permits, by inadequate seasonal staffing availability or by any reason beyond the exclusive control of HSP.

SECTION 3. RESPONSIBILITIES OF CLIENT:

Client shall perform the following items in order for HSP to provide the responsibilities listed in Section 4 below:

1. Client shall ensure that the pool and that the pool equipment room is at all times available to HSP for it to perform its services while this Agreement is in effect and will provide HSP with full access to the pool on or before but no later than by April 1st of the first year of this Agreement in order for the pool to be drained and cleaned for the contemplated and mutually agreed upon date for the opening of the pool.
2. Client shall develop and provide a copy of the pool rules/regulations that it desires be applied to the pool operation and to the use of the pool. Client shall provide a mechanism to control or limit the use of the pool as required by law. Client will distribute those pool rules among its members and residents before the start of the season. Client shall provide and deliver to HSP the pool pass system to be utilized for Client's pool members, invitees, patrons, and guests. Client shall be solely responsible for the issuance and distribution of pool passes to be used for entry and access to the pool for its members, invitees, patrons, and guests.
3. Client is solely responsible providing all the security for the pool. At a minimum, Client shall provide working locks on all doors, gates and windows and shall maintain those locks. Client is solely responsible for providing and maintaining high quality and good condition fencing, walls and other appropriate barrier to ensure a secure enclosure around the pool during the time that this Agreement is in effect. Client shall provide a security system or alarm system if necessary to secure the pool and pool area. Upon reasonable request by HSP, Client will provide security guards to protect HSP's personnel and to protect Client's members, invitees, patrons, and guests.
4. Client will notify HSP of any defects, deficiencies, and/or maintenance issues as to the pool and pool premises, including but not limited to any issues with the fencing, gates, doors, locks, windows, pool equipment, pump, chlorinator, vacuum, lifeguard stands, and/or other fixtures.
5. Client shall provide a minimum of two (2) sets of keys or key cards for the pool by April 1st of this Agreement so that HSP and its personnel shall have access to any doors, gates, bathhouses, pool equipment room, lifeguard room/office, storage and/or any other areas that HSP needs for pre-opening services and for operation of the pool. If HSP is required to copy keys or key cards, Client agrees to pay for the costs of the duplicates so that HSP always has a minimum of three sets of keys or key cards.
6. Client will provide three large industrial sized trash cans with lids and one large industrial/commercial sized recycling bin with lid and trash bags for use by HSP's personnel and for pool members, invitees, patrons, and guests. Client is responsible for providing and paying for any trash removal and sanitation services and for recycling services for the pool.
7. Client will provide copies of health department inspections and/or violations from prior seasons for operation of the pool and Client shall provide all the necessary documentation regarding the pool license.
8. Client will pay for the costs to apply for and to obtain any certificates or permits required by regulatory agencies to operate the pool and pool facility unless specified otherwise in Section 1 of this contract. Administrative fees will apply to permit processing applications.
9. Client will provide an operational landline telephone connected and functional by May 1st for 911 calls and other necessary, business related local calls. The pool telephone must be blocked for long distance and international and collect calls. Client is responsible for any long distance, international and collect calls made from the pool telephone if Client fails to block the telephone use for any calls except for local and emergency telephone usage. In case landline is not available Client is required to provide 911 Call Box that is directly connected with emergency services.
10. Client is responsible for maintenance and repair of the pool premises and building premises and the toilet and shower partitions, drywall, plumbing and electrical systems are delivered to HSP and are always maintained in a safe and good working condition during this Agreement. Client shall promptly complete any and all necessary maintenance and repairs to the pool premises and pool equipment within the pool premises including but not limited to repair and maintenance of walls, drywall, plumbing, electric systems, windows, plumbing, decking, coping, tile, fencing, locking mechanisms, locks, security systems, area lights, and other items that HSP requires for a safe and successful operation of the pool. Client shall also be responsible for the maintenance and repair of the pool premises, building premises, and any premises adjacent to the pool premises to ensure that there are no defects, deficiencies or other unsafe conditions.

11. HSP is not responsible for water damages caused by lack of waterproofed floors and walls in clubhouses, pump rooms and other rooms used by HSP personnel.
12. Client shall provide HSP with any equipment requested by HSP to maintain and to clean the pool premises, including but not limited to mops, hoses, brooms, leaf blowers, toilet plungers and hose nozzles that HSP shall need to clean and maintain the pool premises in the good condition provided by Client before start of the season unless Client and HSP have agreed otherwise and Client pays HSP for providing those items.
13. Client shall provide HSP at Client's sole expense with any and all first aid and lifesaving equipment required by the local health department, Red Cross, or other regulatory agency, including but not limited to backboards with three straps and buckles and head immobilizer with two straps, rescue tubes (one per lifeguard), shepherd's (body) hooks attached to at least 12 feet non-telescopic poles and ring buoys, and AED if required by the county health code.
14. Client shall perform the initial cleaning of the bathhouses and bathrooms. Client shall also provide any additional cleaning and disinfection required by law or recommended to prevent disease exposure. Client shall provide soap, paper towels, tissues, toilet paper, cleaning supplies and other consumable supplies as needed throughout the pool season unless otherwise Client and HSP have agreed otherwise and Client pays HSP for providing those items.
15. Client shall provide, by April 1st, operational hot water heaters, mixing valves and scalding devices as required by local authorities in order to pass the pre-opening inspection for the pool to operate.
16. Client shall supply water and be responsible for water bills. If HSP determines that Client's swimming pool or pools need to be drained and refilled, Client will be responsible for any and all water costs.
17. Client shall provide any OSHA approved Personal Protective Equipment ("PPE") and devices, including, but not limited to an eye wash station, chemical apron, goggles gloves and dust mask. Client shall also provide any special equipment and supplies because of COVID-19 such as hand washing or hand sanitizer stations or other equipment recommended by the Centers for Disease Control or the American Red Cross.
18. Client authorizes HSP to post a sign at the pool premises, that identifies HSP as the pool management company for the pool.
19. Client shall post warning signs that indicate risk of use pool and lack of lifeguard on duty for the wading pool on the wading pool gates and/or fences.
20. Client shall provide any fixtures for the pool or pools and Client shall solely be responsible for the repair or replacement of any fixtures for the pool as determined by HSP, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items.
21. Client shall provide any furniture and/or equipment such as tables, chairs, loungers, and other items that Client wants to be available at the swimming pool or pools. Client is responsible for initial deep cleaning of pool furniture or request HSP to provide such services at an additional cost. Client shall provide each lifeguard station or stand with an umbrella.
22. Client shall give written notice thirty (30) days in advance of any change in the identity of the management company or the agent of Client with whom HSP communicates as to the services provided under this Agreement. Client is responsible for paying all due invoices even after property changes ownership/management.
23. Client shall maintain proper ventilation of the pool, pump room, and pool facilities.
24. If Client allows alcoholic beverages to be brought to the pool premises or to be consumed on the pool premises for special events and activities or if Client's members, invitees, patrons and guests bring or consume alcohol on the pool premises, Client at all times is solely responsible and liable for any damages or consequential loss to any person or entity.

SECTION 4. TERMS OF SERVICE TO BE PROVIDED BY HSP:

HSP will provide the following pool management services:

(a) Pre-Season Services:

1. Prior to the opening of the pool for Client, HSP will perform an inspection of the pool equipment, bathhouse plumbing, filtration system, fixtures and freshwater plumbing system to determine if pool system is fully operational.
2. HSP will remove any pool cover(s) and will store on the premises of Client. For additional expense and at Client's request and approval of additional expense, HSP will store pool cover or pool covers off site for Client.
3. HSP will drain and clean the swimming pool at its discretion if HSP determines that cleaning is necessary.
4. HSP shall fill pool and start recirculation system as part of its pre-season services
5. HSP will install any of Client's fixtures for the pool, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items if applicable, so long as all such fixtures are in good condition and are not in need of any repair.
6. HSP will move client's furniture and equipment that Client wants to be available at the swimming pool and arrange it as Client specifies. HSP is not responsible for the condition of any furniture and/or equipment.
7. HSP shall use its reasonable best efforts to prepare Client's pool in a swim-ready condition at least five (5) business days prior to the opening date.
8. If not otherwise specified in Section 1, once Client pays fees and costs for applications and for permits, provides all necessary documentation, HSP will apply for all required permits and/or authorizations and lab testing required by local Health Department and regulatory agencies (unless otherwise specified in section 1) to operate the pool or pools and to have pool be in an operational condition and attend any required inspections. HSP will post all permits and certificates in Client's designated area. If certificates and/or permits for operating cannot be acquired by HSP due to any circumstance beyond the exclusive control of HSP, it shall be the responsibility of Client to secure certificates and permits for the opening of the swimming pool.
9. HSP will provide any SDS required for chemicals to Client.

(b) Operational Services:

1. When the pool is open for the use of Client's members, invitees, patrons and guests, HSP will supply its lifeguard personnel for the opening, operation and closing of the main pool or pools.
2. HSP will only provide limited services to a wading pool on the pool premises, which services include maintenance, repairs, cleaning and water testing and treatment under the same terms as the main pool but which do not include any lifeguarding or monitoring of the wading pool use by HSP's personnel unless Client pays a separate fee to HSP for lifeguarding services for any wading pool. If Client does not pay for lifeguarding services for any wading pools, Client assumes all liability for any claims or damage that occurs in the wading pool or in the wading pool area. Client is responsible for the use of the wading pool and agrees to hold harmless, indemnify and defend HSP for any use of wading pool and any claims of injuries or damages from use or misuse of the wading pool.
3. If Client does not have a separate cleaning service, HSP may provide limited janitorial services for the bathhouse. However, HSP's personnel will only perform limited janitorial services for the bathhouse when HSP determines that such janitorial services do not affect the lifeguarding duties for the persons using the swimming pool and such bathhouses and locker rooms are not shared with gyms and leasing offices. Such janitorial services are not meant to be a substitute for sanitization or disease prevention.
4. HSP will straighten Client's pool furniture and the pool area daily or as is needed.
5. HSP will brush, vacuum and skim pool(s) daily or as required at the beginning of their shifts. HSP will also provide extra, additional cleaning if Client requests same in advance and agrees to pay an additional fee.
6. HSP will clean skimmer baskets, backwash filter system and/or hand clean cartridge filters daily or as needed.
7. HSP will check water purity, acidity, and disinfectant levels to comply with local Health Department standards and, in compliance with the local and state Health Department Codes, HSP will test disinfectant and pH levels hourly and adjust if needed. HSP may test for total alkalinity, calcium hardness and cyanuric acid will be conducted as required by local Health Department codes and regulations for swimming pools.
8. HSP will conduct two (2) written inspections per week or with such frequency as HSP and Client agree. HSP will meet with Client periodically to discuss pool operation at Client's reasonable request.
9. HSP shall have the exclusive right to decide when to close the pool or pools and the pool premises in the event of any event that HSP deems in its sole discretion to create an unsafe environment including but not limited to any safety concern, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing concern, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which excuses or delays HSP's performance. HSP shall close the pool or pools and the pool premises in the event of lightening or thunder and will reopen the pool premises forty-five (45) minutes after last occurrence of thunder or lightening or as the regulations of the local Health Department require. HSP shall not be in any way liable to Client or to Client's members, invitees, patrons and guests for any damages, delays in services, or any inconveniences because of the closing of the pool or pools or pool premises. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility for any of the reasons outlined in this paragraph.
10. HSP shall also close the pool and pool premises in accordance with local and applicable state regulations if control of disease is required or if vomit, human feces, animal feces, deceased animals, or other foreign or chemical agent is introduced into the pool water to perform additional maintenance and super-chlorination and cleaning if HSP determines such work is necessary for the health and safety of Client's members, invites, patrons and guests and for the use of the pool or pools. If additional chemicals are required, HSP will charge Client for the additional chemicals used and Client is responsible to pay the charges for the additional clients. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility.
11. If the pool is closed for reasons outside of HSP control for more than ten (10) consecutive days (including but not limited to inclement weather), Owner/Agent/Client is eligible for refund of 50% of daily operating costs for any consecutive closed days after 10th day. Daily operating cost shall be defined as 1% of the total contract price specified in the Section 1 (specification). HSP is not required to provide lifeguards while pool is closed.
12. If a holiday falls on a day that the pool is scheduled to be closed, HSP will open the pool for that holiday and close the pool on the following day instead, at the discretion of HSP.
13. HSP will schedule a ten (10) minute break each hour that the pool premises are open in order to allow its personnel to perform water testing, equipment checks, clean-up duties, and bathhouse and pool house inspections and to allow its lifeguard to have a break from lifeguarding duties and surveillance, at which time HSP shall order all persons to be out of the pool or pools and to be away from the water.
14. HSP's personnel are not ever responsible for any persons who use the wading pools and wading pool premises, including any minors with or without supervision by a parent or a legal guardian. Client will notify its members, invitees, patrons and guests that all minors must be supervised at the pool premises by a parent or a legal guardian and that HSP assumes no responsibilities for the use of the wading pool.
15. After closing the pool for the day during this Agreement, HSP will lock and secure the pool premises. However, Client remains solely responsible for insuring that adequate security measures exist and are functional. HSP shall have no responsibility or liability whatsoever for the pool premises after its personnel close the pool and pool premises or its personnel have left or exited the pool premises and/or pool facility, including but not limited to unauthorized or illegal usage of the pool by trespassers or if Client allows its members, invitees, patrons and guests to use the pool when HSP personnel are not present performing lifeguarding duties.

SECTION 5. POOL CHEMICALS, SUPPLIES AND MATERIALS:

1. HSP will obtain chemicals, to balance disinfectant and pH levels required by the local health department or regulatory agencies for the operation of the pool and shall pay for such chemicals as part of its services under this Agreement. Owner agrees to be responsible for any additional chemicals needed and supplied such as bromine, granular chlorine (calcium hypochlorite), test reagents, test kits, sodium bicarbonate, calcium chloride, cyanuric acid, algicide etc
2. Client is responsible for the additional costs for treatment of unusual or abnormal water and pool conditions due to the presence of metals, high levels of phosphates, leaking swimming pool, inadequate filtration, any equipment or mechanical failures or other irregular conditions. HSP will notify Client of the additional costs, and Client shall promptly pay for the additional costs.

SECTION 6. HSP PERSONNEL:

1. All personnel employed by HSP to perform any services or work under this Agreement shall be employees of HSP for all purposes and not the employees of Client. HSP shall be solely responsible for all compensation paid to its employees and shall pay all payroll obligations, including Social Security and Medicare payments, FUTA, FICA, and taxes related to the work of its employees if applicable. HSP shall provide any legal benefits and shall provide worker's compensation benefits to its personnel. HSP shall ensure that its personnel hold required licenses and certifications. HSP will require its personnel to wear HSP's uniforms. HSP's personnel will have appropriate lifeguarding certification and pool operator's licenses and display such documentation as required by local and/or state law and regulations.
2. The number of personnel is based upon the ratio required for pool staffing and is based upon HSP's industry experience of the minimum number of personnel required for a potentially safe operation of the pool and pool premises. Consequently, if the number of pool patrons consistently varies from Client's estimate, the number of HSP's personnel will be adjusted as mutually determined by HSP and Client and the compensation due to HSP under this Agreement will be adjusted accordingly by Addendum to this Agreement executed by HSP and Client.
3. HSP has the exclusive right and sole discretion to increase the number of its lifeguarding personnel in order to maintain an acceptable ratio of lifeguards to pool users or to limit the number of pool users permitted at the pool premises as HSP determines in its sole discretion. In the unlikely event that Client will not agree to authorize and pay for the additional lifeguarding staff that HSP has determined is adequate, then and in that event, HSP may immediately terminate this Agreement without any notice to Client or may close the pool premises. Additional costs for lifeguard or for additional lifeguarding hours will be billed separately to Client at the price indicated within this Agreement or the Addendum if HSP increases its personnel because of its discretionary judgment that an increase is necessary to operate the pool.
4. HSP lifeguarding personnel shall hold nationally recognized lifeguarding certificates or other certification where required by the codes and local Health Department or regulatory agencies. HSP shall have the sole discretion as to the hours and days worked by its personnel for Client.
5. Client may request that HSP supply additional personnel for an additional fee of \$30 per hour for each partial hour or as otherwise specified by HSP per worker which fees are in addition to HSP's regular compensation set forth in this Agreement.
6. If Client is dissatisfied with any of HSP's personnel, Client shall provide HSP with a written statement of the reasons for its dissatisfaction and with the name of the worker. HSP will replace an employee if it determines that the Client's dissatisfaction is valid and reasonable within seventy-two (72) hours or no later than (3) business days when possible for HSP to do so.
7. If Client requires background checks or other specialized employment screening, Client must outline its requirement within thirty (30) days of full execution of this Agreement and provide the written policy or regulation that permits any specialized employment screening and shall pay any additional costs of HSP incurred by it for such screening and increased administrative costs for HSP, which will be billed as a separate fee to Client. HSP will provide documentation of the screening conducted when available to Client.
8. Client shall provide free parking for HSP's personnel.

SECTION 7. SPECIAL EVENTS AND SWIM TEAM EVENTS:

1. If Client allows pool or pools or pool premises to be used for special events and activities including but not limited to swim team practice, swim meets, aerobics classes, swim classes, pool parties, and other special use of the pool premises, either inside or outside the contracted hours for HSP personnel; HSP shall not be required to provide services for those special events and activities unless Client shall specifically hire HSP to provide personnel to perform services for those special events and activities. HSP has the right to refuse to provide services for any special events or activities. HSP shall provide advanced notice of its decision to refuse to provide services and shall not be liable or responsible for any damages or for any inconvenience to any person or entity or to Client for its decision to refuse to provide services for any special events or activities.
2. Upon Client's written request at least 7 days before any special events, HSP may provide personnel for special events and activities at a rate of twenty-five dollars (\$25.00) per hour per additional lifeguarding personnel and at a rate of thirty dollars (\$30.00) per pool manager or pool operator. Client must provide an estimated schedule and an estimate of the number of persons expected to participate and attend the special events and activities. Client must authorize and pay for a ratio of one lifeguard per twenty-five participants and attendees of any special events and activities.
3. HSP has the right and authority to eject any persons who do not comply with the pool rules or regulations or who engage in potentially unsafe conduct. If those persons who are asked to leave refuse to leave the pool premises, HSP may close the pool premises for the special events and activities upon notification to Client of its intent to close the pool premises. Client is at all times ultimately responsible for the conduct of its pool members, invitees, patrons, and guests and for the security of the pool premises and safety of HSP's personnel.

SECTION 8. SEASONAL CLOSING AND WINTERIZATION SERVICES:

HSP will perform the following services to winterize the pool facility after closing and on or before November 15th unless Client and HSP agree on a date certain:

1. HSP will backwash filtration system and remove drain plugs from filters that require draining and that are capable of draining.
2. HSP will drain recirculating and vacuum lines that require draining and are so constructed that they can be drained.
3. HSP will drain pumps and water lines that require draining.
4. HSP will unplug disinfectant feeders and chlorinator(s).
5. HSP will adjust water level.
6. If Client requests, HSP will install winterizing chemicals to control algae, at Client's cost for chemicals.
7. HSP will move and store diving boards, ladders, handrails, lifeguard chairs, pool fixtures, test equipment, first aid equipment, furniture, hoses, and other pool property within pool premises as requested by Client.
8. HSP will blow out skimmer line with compressor and add antifreeze.
9. HSP will install pool cover provided by Client so long as deck anchors and cover springs belonging to Client are functional and available. Client may have to replace deck anchors, cover springs and cover at Client's costs.
10. HSP will shut off main water supply, unless underground and within pool premises. Otherwise, HSP will notify Client of its responsibility to Water Authority if main water supply is located outside of pool enclosure or is underground.
11. HSP will provide OWNER with winterization report, lock pool premises and return all sets of keys and key cards to Client. When Client receives the winterization report as acknowledged by the Client's or HSP's signature, Client accepts the winterization as satisfactory and complete.
12. Client understands and releases HSP from any liability as to the winterization of the pool premises by HSP and acknowledges that HSP is not be responsible for freeze damage, wear, tear and other problem and that winterization is not a guarantee that damage will not occur, due to the complicated nature of plumbing systems and water condensing within drained pipes and due to weather extremes except in the case of HSP's gross negligence.

SECTION 9. COMPENSATION TO HSP:

1. This Agreement presumes that certain costs are fixed as of the date that HSP provides it services. However, in the event that the minimum wage is increased by any federal, state or local government agency, then Client agrees to adjust and increase the total compensation for the increase in the minimum hourly wages payable to HSP's personnel.
2. At Client's request, HSP may continue to perform services and to operate the pool or pools beyond the closing date set forth in Section 1. However, the date and times must be mutually agreeable to HSP and Owner and be set forth in a separate written addendum.
3. Client agrees to reimburse HSP membership fees paid to Compliance Depot, RMIS and other insurance verification vendors.
4. Any compensation owed by Client to HSP shall be paid in full within thirty (30) days of the invoice date or on the mandated date of payment above. Client shall pay HSP late fees of five percent (5 %) of the total owed for any payments that are not paid in full by the due date per month that Client owes HSP in addition to any other rights and remedies that HSP may have under this Agreement. HSP shall also be entitled to reasonable attorney's fees and costs for collection of any monies owed by Client to HSP.
5. HSP may suspend service temporarily or terminate this agreement with 5 days written notice in the event of non-compliance by Client or in the event payment is not received as outlined on the specification page.

SECTION 10. EQUIPMENT REPAIRS:

1. If Client hires HSP to perform repairs to the pool equipment and to the pool premises or to replace pool equipment to continue the operation of the pool or to maintain health and safety standards required for the pool to operate, those services will be extra and in addition to the services provided in Section 7. HSP will perform all such work in accordance with federal, state, county, local, and governmental codes and regulations.
2. HSP will notify Client of any repairs or replacement of equipment that HSP determines is needed to continue the operation of the pool or to maintain the health and safety standards required for the pool to operate. HSP will submit a written proposal of the estimated costs for equipment, applicable taxes, parts and labor, which Client must approve before HSP is obligated to begin work. Once HSP begins the work approved by Client, Client is liable to pay HSP for its extra or additional services when completed.
3. It is understood and agreed to by Client that it shall pay all invoices for repair or replacement of equipment from thirty (30) days of the date of the invoice sent to Client by HSP unless HSP requests that Client pay in advance for replacement parts and equipment.
4. Any major service projects, for example but not limited to: pool resurfacing; deck, tile and coping replacement; pump room re-piping, pump and filter replacement – conducted by other than HSP vendors – those repairs need to be completed at least 3 weeks before scheduled opening day. If the deadline cannot be met, HSP cannot guarantee on-time opening.

SECTION 11. INSURANCE:

1. HSP shall maintain public liability insurance to cover accidents and injuries of pool users, including loss of life, directly due to the negligence of HSP and its personnel for accidents that occur within the pool premises during the contracted pool hours when HSP is providing services.
2. Client and HSP agree that Client shall also maintain public liability insurance to provide coverage for claims or injuries that may be sustained by any person while on the Client's premises, including the pool premises. Client shall maintain adequate public liability coverage for any special events or activities held at the pool premises (as detailed in Section 5) and to protect it from any liabilities occurring upon the swimming pool facility premises, regardless of whether HSP provides any lifeguarding services.

3. Client's public liability insurance shall be primary to the insurance of HSP unless HSP and Client agree in writing that HSP's insurance will be primary for any claims arising out of the alleged negligence of HSP and its employees. In the event that Client wishes to have it named as an additional insured or wishes another person or entity to be named as an additional insured on HSP's policy, Client will pay for the costs of such additional or extra coverage from HSP's insurer.

SECTION 12. RELEASE, INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. Client expressly recognizes that the use of a swimming pool is a potentially dangerous activity and involves risks of injury and death. Consequently, Client agrees that HSP shall have no liability whatsoever for any claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility by Client or by any person arising out of this Agreement and arising out of the services provided by HSP to Client. Client releases HSP and its personnel from any and all liabilities, claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility arising out of this Agreement or for any reason other than the gross negligence or willful misconduct of HSP and its personnel, including but not limited to any claims of negligent performance of lifeguarding, of inadequate security, or any claims alleged to be due to mechanical failure of equipment, faulty or defective maintenance or construction of the swimming pool facility, or hydrostatic conditions.
2. Client releases HSP from any service interruption or any decisions by HSP to delay opening of the swimming pool facility or to close the swimming pool and the pool premises because of HSP's decision or HSP's concern about safety, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing adequacy, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which adversely impacts, excuses or delays HSP's performance.
3. Client shall indemnify and hold harmless HSP and its personnel from any and all liabilities, claims, damages, losses, and expenses, including reasonable attorney's fees and costs, arising from and or related to any act, failure to act, or negligence on the part of the Client or arising out of the use of the pool premises for special events and activities or arising from any premises claim and from any claim about mechanical failure of equipment, faulty or defective maintenance or construction of the pool premises, or hydrostatic pressure.
4. In no event, shall the indemnification and limitation of liability provision in this Section release either Client or HSP's insurers from those insurers' obligations to defend and to indemnify or any of their respective duties under the terms of any policy or policies of insurance.

SECTION 13. TERMINATION OF AGREEMENT:

1. Time of the Essence for Execution of this Agreement: Client and HSP agree that HSP has the option to terminate and declare this Agreement void if it is not executed by Client and returned to HSP by February 1st or within 2 weeks if submitted after February 1st.
2. Notice Termination: Either Client or HSP may terminate this Agreement without cause and at any time after execution by providing the other party with thirty (30) days written notice to other party of the intent to terminate the agreement. This Agreement will then terminate on the thirty-first date from the date of the notice. HSP is entitled to be paid for its services provided to Client, and termination of this Agreement will not affect Client's obligation of payment.
3. In the event that Client fails to make any of the payments required under this Agreement, fails to comply with any of the terms of this Agreement, or breaches any of the terms of this Agreement, HSP shall be entitled to terminate this Agreement for cause immediately. Upon written notice of termination sent by HSP to Client, HSP will have the right to cease all services to Client and will have the right to avail itself of any legal and equitable rights and remedies. Client agrees and shall pay HSP's reasonable attorney's fees and costs incurred because of Client's failure to pay timely HSP for its services.
4. In the event that Client believes that HSP has breached the terms of this Agreement, then Client shall give written notice of the alleged breach or non-compliance of the term of this Agreement and allow HSP seventy-two (72) hours from the date that HSP receives and acknowledges notification from Client to correct or cure the alleged breach or non-compliance. If Client does not agree that HSP has corrected or cured the alleged breach after the seventy-two hours period of time, then this Agreement will terminate on the next business date that HSP is required to perform services for Client.
5. Client agrees that it is not a breach of this Agreement by HSP if HSP cannot provide its services under this Agreement by reason of unanticipated issues, circumstances, or acts beyond HSP's control such as by example immigration and visa issues (denials), strike, labor dispute, failure of utilities, change in immigration policies, changes in or retroactive laws or regulations, war, weather event, act of God, force majeure or any other reason that unforeseeably delays or interferes with HSP's performance of service under this Agreement. Any delay in HSP being able to provide services shall give client no right to terminate this Agreement. HSP has a right to renegotiate contract price should any of the above take place that will affect HSP ability to hire sufficient number of lifeguards.
6. In the event that Client or HSP shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, either Client or HSP may terminate this agreement immediately by providing the other with written notice of termination.
7. The termination of this Agreement does not in any way release Client from its duties and obligations, including the obligation to pay HSP any monies owed to HSP for its services, including but not limited to the remaining compensation still owed to it under Section 1. Additionally, the termination of this Agreement does not void Section 9 which continues in full force and effect forever. Furthermore, the termination of this Agreement does not affect the obligations or duties of Client's insurer or HSP's insurer.

SECTION 14. NON-COMPETITION PROTECTION:

Following the term of this Agreement, Client agrees not to hire or to contract with HSP's current or former employees to provide pool management services and agrees not to hire or to contract with any company in which HSP's current or former employees work in a management position for a period of two (2) years from the date that this Agreement terminates.

SECTION 15. GOVERNING LAW, INTERPRETATION, AND NO WAIVER:

This Agreement shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. In the event of a dispute as to the meaning of any provision, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted either for or against either of the Parties hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereto. No provision of this Agreement may be waived except by a written agreement. A waiver of any term or provision shall not be construed as a waiver of any term or provision. The failure of any party to insist upon the strict performance of any understanding or term shall not be construed as a waiver or relinquishment of the right to insist upon the strict performance that understanding or term.

SECTION 16. ENTIRE AGREEMENT:

The Parties acknowledge that they have not relied on any representation or statement, written or oral, not set forth in this Agreement, and the provisions contained in this Agreement represent the entire agreement between the Parties and modify and supersede any and all prior agreements, correspondence, or communications concerning the subject matter of this Agreement.

SECTION 17. REVIEW AND UNDERSTANDING OF THIS AGREEMENT:

The Parties represent that, prior to signing this Agreement, they have read it, understood its terms and conditions voluntarily signed it.

SECTION 18: ACKNOWLEDGEMENT OF AUTHORITY:

Any individual signing this Agreement on behalf of any Party warrants and represents that he or she has all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

IN WITNESS, WHEREOF, the undersigned and authorized representatives of Client and HSP each duly execute this Agreement on the respective dates listed below, evidencing each of their binding agreement to this Agreement and its terms.

High Sierra Pools, Inc.

Client:

By: RKaczor 11/02/2020
Signature of Authorized Agent Date

By: _____
Signature of Authorized Agent Date

SWIMMING POOL MANAGEMENT AGREEMENT

WHEREAS, High Sierra Pools Inc. (HSP) offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 1. GENERAL SPECIFICATIONS:

OWNER / AGENT	PROPERTY NAME	SWIM FACILITY NAME	
Community Management Corporation - 4840 Westfields Blvd Chantilly, VA, 20151	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304	
POOL OPERATION HOURS		POOL PERSONNEL	
Main Season: May 29, 2021 - Sep 6, 2021		Pool Manager	70
Mon 10:30AM-8:30PM	Fri 10:30AM-8:30PM	Lifeguard	157
Tue 10:30AM-8:30PM	Sat 10:30AM-8:30PM		
Wed 10:30AM-8:30PM	Sun 10:30AM-8:30PM		
Thu 10:30AM-8:30PM	Hol 10:30AM-8:30PM		
		Weekly Staff Hours: 227	

ADDITIONAL INFORMATION

Included at NO Additional Cost: Algaecide, Disinfectant and PH Balancer, County Permits, First Aid Kit, Liability Insurance, Area Supervisor, Spring Opening, Test Kits and Summer Reagents, Winterization

Phase 3: 3 guards on duty at all times. Morning Lap Swim from 6am to 8am Mon-Fri, excluding holidays. All chemicals are included in contract price. One lifeguard arrives 30 min prior opening. Lifeguards will have valid CPR/AED, LFG/First Aid and Pool Operator Certificates. An area supervisor will perform minimum 2 weekly inspections.

PAYMENT SCHEDULE

Due on Mar 1, 2021	\$3,230.00	Due on Aug 1, 2021	\$12,920.00
Due on Apr 1, 2021	\$6,460.00	Due on Sep 1, 2021	\$3,230.00
Due on May 1, 2021	\$12,920.00		
Due on Jun 1, 2021	\$12,920.00		
Due on Jul 1, 2021	\$12,920.00		

Contract Price \$64,600.00

EXTRA SERVICES*

* Initial each to approve; each billed separately, each priced per year

OPTIONAL YEARS*

____ 2022 \$67,800.00
____ 2023 \$71,000.00

* Initial to extend Swimming Pool Management Agreement at listed price

WHEREAS, High Sierra Pools, Inc. ("HSP") offers pool management services for the operation of commercial swimming pools and is an independent contractor;

WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements or contracts between the parties where those agreements or contracts conflict with the terms of this Agreement and shall govern the relationship between HSP and Client;

WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating risks and constraints;

NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 2. SCOPE OF AGREEMENT:

Subject to the terms set forth herein in this Agreement, the Parties contemplate that HSP will provide certain pool management services which include the opening, operation of and management of Client's swimming pool or pools. HSP and Client will mutually agree upon and select an opening date for the swimming pool or pools so long as the opening date is not delayed or prevented by unforeseen or unknown events; by mechanical failures of equipment necessary to the operation of the swimming pool or pools, by repairs or replacement of equipment necessary to the operation of the swimming pool, by interruption of utilities necessary to the operation of the swimming pool, by failure to obtain annual certificates or other permits, by inadequate seasonal staffing availability or by any reason beyond the exclusive control of HSP.

SECTION 3. RESPONSIBILITIES OF CLIENT:

Client shall perform the following items in order for HSP to provide the responsibilities listed in Section 4 below:

1. Client shall ensure that the pool and that the pool equipment room is at all times available to HSP for it to perform its services while this Agreement is in effect and will provide HSP with full access to the pool on or before but no later than by April 1st of the first year of this Agreement in order for the pool to be drained and cleaned for the contemplated and mutually agreed upon date for the opening of the pool.
2. Client shall develop and provide a copy of the pool rules/regulations that it desires be applied to the pool operation and to the use of the pool. Client shall provide a mechanism to control or limit the use of the pool as required by law. Client will distribute those pool rules among its members and residents before the start of the season. Client shall provide and deliver to HSP the pool pass system to be utilized for Client's pool members, invitees, patrons, and guests. Client shall be solely responsible for the issuance and distribution of pool passes to be used for entry and access to the pool for its members, invitees, patrons, and guests.
3. Client is solely responsible providing all the security for the pool. At a minimum, Client shall provide working locks on all doors, gates and windows and shall maintain those locks. Client is solely responsible for providing and maintaining high quality and good condition fencing, walls and other appropriate barrier to ensure a secure enclosure around the pool during the time that this Agreement is in effect. Client shall provide a security system or alarm system if necessary to secure the pool and pool area. Upon reasonable request by HSP, Client will provide security guards to protect HSP's personnel and to protect Client's members, invitees, patrons, and guests.
4. Client will notify HSP of any defects, deficiencies, and/or maintenance issues as to the pool and pool premises, including but not limited to any issues with the fencing, gates, doors, locks, windows, pool equipment, pump, chlorinator, vacuum, lifeguard stands, and/or other fixtures.
5. Client shall provide a minimum of two (2) sets of keys or key cards for the pool by April 1st of this Agreement so that HSP and its personnel shall have access to any doors, gates, bathhouses, pool equipment room, lifeguard room/office, storage and/or any other areas that HSP needs for pre-opening services and for operation of the pool. If HSP is required to copy keys or key cards, Client agrees to pay for the costs of the duplicates so that HSP always has a minimum of three sets of keys or key cards.
6. Client will provide three large industrial sized trash cans with lids and one large industrial/commercial sized recycling bin with lid and trash bags for use by HSP's personnel and for pool members, invitees, patrons, and guests. Client is responsible for providing and paying for any trash removal and sanitation services and for recycling services for the pool.
7. Client will provide copies of health department inspections and/or violations from prior seasons for operation of the pool and Client shall provide all the necessary documentation regarding the pool license.
8. Client will pay for the costs to apply for and to obtain any certificates or permits required by regulatory agencies to operate the pool and pool facility unless specified otherwise in Section 1 of this contract. Administrative fees will apply to permit processing applications.
9. Client will provide an operational landline telephone connected and functional by May 1st for 911 calls and other necessary, business related local calls. The pool telephone must be blocked for long distance and international and collect calls. Client is responsible for any long distance, international and collect calls made from the pool telephone if Client fails to block the telephone use for any calls except for local and emergency telephone usage. In case landline is not available Client is required to provide 911 Call Box that is directly connected with emergency services.
10. Client is responsible for maintenance and repair of the pool premises and building premises and the toilet and shower partitions, drywall, plumbing and electrical systems are delivered to HSP and are always maintained in a safe and good working condition during this Agreement. Client shall promptly complete any and all necessary maintenance and repairs to the pool premises and pool equipment within the pool premises including but not limited to repair and maintenance of walls, drywall, plumbing, electric systems, windows, plumbing, decking, coping, tile, fencing, locking mechanisms, locks, security systems, area lights, and other items that HSP requires for a safe and successful operation of the pool. Client shall also be responsible for the maintenance and repair of the pool premises, building premises, and any premises adjacent to the pool premises to ensure that there are no defects, deficiencies or other unsafe conditions.

11. HSP is not responsible for water damages caused by lack of waterproofed floors and walls in clubhouses, pump rooms and other rooms used by HSP personnel.
12. Client shall provide HSP with any equipment requested by HSP to maintain and to clean the pool premises, including but not limited to mops, hoses, brooms, leaf blowers, toilet plungers and hose nozzles that HSP shall need to clean and maintain the pool premises in the good condition provided by Client before start of the season unless Client and HSP have agreed otherwise and Client pays HSP for providing those items.
13. Client shall provide HSP at Client's sole expense with any and all first aid and lifesaving equipment required by the local health department, Red Cross, or other regulatory agency, including but not limited to backboards with three straps and buckles and head immobilizer with two straps, rescue tubes (one per lifeguard), shepherd's (body) hooks attached to at least 12 feet non-telescopic poles and ring buoys, and AED if required by the county health code.
14. Client shall perform the initial cleaning of the bathhouses and bathrooms. Client shall also provide any additional cleaning and disinfection required by law or recommended to prevent disease exposure. Client shall provide soap, paper towels, tissues, toilet paper, cleaning supplies and other consumable supplies as needed throughout the pool season unless otherwise Client and HSP have agreed otherwise and Client pays HSP for providing those items.
15. Client shall provide, by April 1st, operational hot water heaters, mixing valves and scalding devices as required by local authorities in order to pass the pre-opening inspection for the pool to operate.
16. Client shall supply water and be responsible for water bills. If HSP determines that Client's swimming pool or pools need to be drained and refilled, Client will be responsible for any and all water costs.
17. Client shall provide any OSHA approved Personal Protective Equipment ("PPE") and devices, including, but not limited to an eye wash station, chemical apron, goggles gloves and dust mask. Client shall also provide any special equipment and supplies because of COVID-19 such as hand washing or hand sanitizer stations or other equipment recommended by the Centers for Disease Control or the American Red Cross.
18. Client authorizes HSP to post a sign at the pool premises, that identifies HSP as the pool management company for the pool.
19. Client shall post warning signs that indicate risk of use pool and lack of lifeguard on duty for the wading pool on the wading pool gates and/or fences.
20. Client shall provide any fixtures for the pool or pools and Client shall solely be responsible for the repair or replacement of any fixtures for the pool as determined by HSP, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items.
21. Client shall provide any furniture and/or equipment such as tables, chairs, loungers, and other items that Client wants to be available at the swimming pool or pools. Client is responsible for initial deep cleaning of pool furniture or request HSP to provide such services at an additional cost. Client shall provide each lifeguard station or stand with an umbrella.
22. Client shall give written notice thirty (30) days in advance of any change in the identity of the management company or the agent of Client with whom HSP communicates as to the services provided under this Agreement. Client is responsible for paying all due invoices even after property changes ownership/management.
23. Client shall maintain proper ventilation of the pool, pump room, and pool facilities.
24. If Client allows alcoholic beverages to be brought to the pool premises or to be consumed on the pool premises for special events and activities or if Client's members, invitees, patrons and guests bring or consume alcohol on the pool premises, Client at all times is solely responsible and liable for any damages or consequential loss to any person or entity.

SECTION 4. TERMS OF SERVICE TO BE PROVIDED BY HSP:

HSP will provide the following pool management services:

(a) Pre-Season Services:

1. Prior to the opening of the pool for Client, HSP will perform an inspection of the pool equipment, bathhouse plumbing, filtration system, fixtures and freshwater plumbing system to determine if pool system is fully operational.
2. HSP will remove any pool cover(s) and will store on the premises of Client. For additional expense and at Client's request and approval of additional expense, HSP will store pool cover or pool covers off site for Client.
3. HSP will drain and clean the swimming pool at its discretion if HSP determines that cleaning is necessary.
4. HSP shall fill pool and start recirculation system as part of its pre-season services
5. HSP will install any of Client's fixtures for the pool, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items if applicable, so long as all such fixtures are in good condition and are not in need of any repair.
6. HSP will move client's furniture and equipment that Client wants to be available at the swimming pool and arrange it as Client specifies. HSP is not responsible for the condition of any furniture and/or equipment.
7. HSP shall use its reasonable best efforts to prepare Client's pool in a swim-ready condition at least five (5) business days prior to the opening date.
8. If not otherwise specified in Section 1, once Client pays fees and costs for applications and for permits, provides all necessary documentation, HSP will apply for all required permits and/or authorizations and lab testing required by local Health Department and regulatory agencies (unless otherwise specified in section 1) to operate the pool or pools and to have pool be in an operational condition and attend any required inspections. HSP will post all permits and certificates in Client's designated area. If certificates and/or permits for operating cannot be acquired by HSP due to any circumstance beyond the exclusive control of HSP, it shall be the responsibility of Client to secure certificates and permits for the opening of the swimming pool.
9. HSP will provide any SDS required for chemicals to Client.

(b) Operational Services:

1. When the pool is open for the use of Client's members, invitees, patrons and guests, HSP will supply its lifeguard personnel for the opening, operation and closing of the main pool or pools.
2. HSP will only provide limited services to a wading pool on the pool premises, which services include maintenance, repairs, cleaning and water testing and treatment under the same terms as the main pool but which do not include any lifeguarding or monitoring of the wading pool use by HSP's personnel unless Client pays a separate fee to HSP for lifeguarding services for any wading pool. If Client does not pay for lifeguarding services for any wading pools, Client assumes all liability for any claims or damage that occurs in the wading pool or in the wading pool area. Client is responsible for the use of the wading pool and agrees to hold harmless, indemnify and defend HSP for any use of wading pool and any claims of injuries or damages from use or misuse of the wading pool.
3. If Client does not have a separate cleaning service, HSP may provide limited janitorial services for the bathhouse. However, HSP's personnel will only perform limited janitorial services for the bathhouse when HSP determines that such janitorial services do not affect the lifeguarding duties for the persons using the swimming pool and such bathhouses and locker rooms are not shared with gyms and leasing offices. Such janitorial services are not meant to be a substitute for sanitization or disease prevention.
4. HSP will straighten Client's pool furniture and the pool area daily or as is needed.
5. HSP will brush, vacuum and skim pool(s) daily or as required at the beginning of their shifts. HSP will also provide extra, additional cleaning if Client requests same in advance and agrees to pay an additional fee.
6. HSP will clean skimmer baskets, backwash filter system and/or hand clean cartridge filters daily or as needed.
7. HSP will check water purity, acidity, and disinfectant levels to comply with local Health Department standards and, in compliance with the local and state Health Department Codes, HSP will test disinfectant and pH levels hourly and adjust if needed. HSP may test for total alkalinity, calcium hardness and cyanuric acid will be conducted as required by local Health Department codes and regulations for swimming pools.
8. HSP will conduct two (2) written inspections per week or with such frequency as HSP and Client agree. HSP will meet with Client periodically to discuss pool operation at Client's reasonable request.
9. HSP shall have the exclusive right to decide when to close the pool or pools and the pool premises in the event of any event that HSP deems in its sole discretion to create an unsafe environment including but not limited to any safety concern, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing concern, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which excuses or delays HSP's performance. HSP shall close the pool or pools and the pool premises in the event of lightening or thunder and will reopen the pool premises forty-five (45) minutes after last occurrence of thunder or lightening or as the regulations of the local Health Department require. HSP shall not be in any way liable to Client or to Client's members, invitees, patrons and guests for any damages, delays in services, or any inconveniences because of the closing of the pool or pools or pool premises. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility for any of the reasons outlined in this paragraph.
10. HSP shall also close the pool and pool premises in accordance with local and applicable state regulations if control of disease is required or if vomit, human feces, animal feces, deceased animals, or other foreign or chemical agent is introduced into the pool water to perform additional maintenance and super-chlorination and cleaning if HSP determines such work is necessary for the health and safety of Client's members, invites, patrons and guests and for the use of the pool or pools. If additional chemicals are required, HSP will charge Client for the additional chemicals used and Client is responsible to pay the charges for the additional clients. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility.
11. If the pool is closed for reasons outside of HSP control for more than ten (10) consecutive days (including but not limited to inclement weather), Owner/Agent/Client is eligible for refund of 50% of daily operating costs for any consecutive closed days after 10th day. Daily operating cost shall be defined as 1% of the total contract price specified in the Section 1 (specification). HSP is not required to provide lifeguards while pool is closed.
12. If a holiday falls on a day that the pool is scheduled to be closed, HSP will open the pool for that holiday and close the pool on the following day instead, at the discretion of HSP.
13. HSP will schedule a ten (10) minute break each hour that the pool premises are open in order to allow its personnel to perform water testing, equipment checks, clean-up duties, and bathhouse and pool house inspections and to allow its lifeguard to have a break from lifeguarding duties and surveillance, at which time HSP shall order all persons to be out of the pool or pools and to be away from the water.
14. HSP's personnel are not ever responsible for any persons who use the wading pools and wading pool premises, including any minors with or without supervision by a parent or a legal guardian. Client will notify its members, invitees, patrons and guests that all minors must be supervised at the pool premises by a parent or a legal guardian and that HSP assumes no responsibilities for the use of the wading pool.
15. After closing the pool for the day during this Agreement, HSP will lock and secure the pool premises. However, Client remains solely responsible for insuring that adequate security measures exist and are functional. HSP shall have no responsibility or liability whatsoever for the pool premises after its personnel close the pool and pool premises or its personnel have left or exited the pool premises and/or pool facility, including but not limited to unauthorized or illegal usage of the pool by trespassers or if Client allows its members, invitees, patrons and guests to use the pool when HSP personnel are not present performing lifeguarding duties.

SECTION 5. POOL CHEMICALS, SUPPLIES AND MATERIALS:

1. HSP will obtain chemicals, to balance disinfectant and pH levels required by the local health department or regulatory agencies for the operation of the pool and shall pay for such chemicals as part of its services under this Agreement. Owner agrees to be responsible for any additional chemicals needed and supplied such as bromine, granular chlorine (calcium hypochlorite), test reagents, test kits, sodium bicarbonate, calcium chloride, cyanuric acid, algicide etc
2. Client is responsible for the additional costs for treatment of unusual or abnormal water and pool conditions due to the presence of metals, high levels of phosphates, leaking swimming pool, inadequate filtration, any equipment or mechanical failures or other irregular conditions. HSP will notify Client of the additional costs, and Client shall promptly pay for the additional costs.

SECTION 6. HSP PERSONNEL:

1. All personnel employed by HSP to perform any services or work under this Agreement shall be employees of HSP for all purposes and not the employees of Client. HSP shall be solely responsible for all compensation paid to its employees and shall pay all payroll obligations, including Social Security and Medicare payments, FUTA, FICA, and taxes related to the work of its employees if applicable. HSP shall provide any legal benefits and shall provide worker's compensation benefits to its personnel. HSP shall ensure that its personnel hold required licenses and certifications. HSP will require its personnel to wear HSP's uniforms. HSP's personnel will have appropriate lifeguarding certification and pool operator's licenses and display such documentation as required by local and/or state law and regulations.
2. The number of personnel is based upon the ratio required for pool staffing and is based upon HSP's industry experience of the minimum number of personnel required for a potentially safe operation of the pool and pool premises. Consequently, if the number of pool patrons consistently varies from Client's estimate, the number of HSP's personnel will be adjusted as mutually determined by HSP and Client and the compensation due to HSP under this Agreement will be adjusted accordingly by Addendum to this Agreement executed by HSP and Client.
3. HSP has the exclusive right and sole discretion to increase the number of its lifeguarding personnel in order to maintain an acceptable ratio of lifeguards to pool users or to limit the number of pool users permitted at the pool premises as HSP determines in its sole discretion. In the unlikely event that Client will not agree to authorize and pay for the additional lifeguarding staff that HSP has determined is adequate, then and in that event, HSP may immediately terminate this Agreement without any notice to Client or may close the pool premises. Additional costs for lifeguard or for additional lifeguarding hours will be billed separately to Client at the price indicated within this Agreement or the Addendum if HSP increases its personnel because of its discretionary judgment that an increase is necessary to operate the pool.
4. HSP lifeguarding personnel shall hold nationally recognized lifeguarding certificates or other certification where required by the codes and local Health Department or regulatory agencies. HSP shall have the sole discretion as to the hours and days worked by its personnel for Client.
5. Client may request that HSP supply additional personnel for an additional fee of \$30 per hour for each partial hour or as otherwise specified by HSP per worker which fees are in addition to HSP's regular compensation set forth in this Agreement.
6. If Client is dissatisfied with any of HSP's personnel, Client shall provide HSP with a written statement of the reasons for its dissatisfaction and with the name of the worker. HSP will replace an employee if it determines that the Client's dissatisfaction is valid and reasonable within seventy-two (72) hours or no later than (3) business days when possible for HSP to do so.
7. If Client requires background checks or other specialized employment screening, Client must outline its requirement within thirty (30) days of full execution of this Agreement and provide the written policy or regulation that permits any specialized employment screening and shall pay any additional costs of HSP incurred by it for such screening and increased administrative costs for HSP, which will be billed as a separate fee to Client. HSP will provide documentation of the screening conducted when available to Client.
8. Client shall provide free parking for HSP's personnel.

SECTION 7. SPECIAL EVENTS AND SWIM TEAM EVENTS:

1. If Client allows pool or pools or pool premises to be used for special events and activities including but not limited to swim team practice, swim meets, aerobics classes, swim classes, pool parties, and other special use of the pool premises, either inside or outside the contracted hours for HSP personnel; HSP shall not be required to provide services for those special events and activities unless Client shall specifically hire HSP to provide personnel to perform services for those special events and activities. HSP has the right to refuse to provide services for any special events or activities. HSP shall provide advanced notice of its decision to refuse to provide services and shall not be liable or responsible for any damages or for any inconvenience to any person or entity or to Client for its decision to refuse to provide services for any special events or activities.
2. Upon Client's written request at least 7 days before any special events, HSP may provide personnel for special events and activities at a rate of twenty-five dollars (\$25.00) per hour per additional lifeguarding personnel and at a rate of thirty dollars (\$30.00) per pool manager or pool operator. Client must provide an estimated schedule and an estimate of the number of persons expected to participate and attend the special events and activities. Client must authorize and pay for a ratio of one lifeguard per twenty-five participants and attendees of any special events and activities.
3. HSP has the right and authority to eject any persons who do not comply with the pool rules or regulations or who engage in potentially unsafe conduct. If those persons who are asked to leave refuse to leave the pool premises, HSP may close the pool premises for the special events and activities upon notification to Client of its intent to close the pool premises. Client is at all times ultimately responsible for the conduct of its pool members, invitees, patrons, and guests and for the security of the pool premises and safety of HSP's personnel.

SECTION 8. SEASONAL CLOSING AND WINTERIZATION SERVICES:

HSP will perform the following services to winterize the pool facility after closing and on or before November 15th unless Client and HSP agree on a date certain:

1. HSP will backwash filtration system and remove drain plugs from filters that require draining and that are capable of draining.
2. HSP will drain recirculating and vacuum lines that require draining and are so constructed that they can be drained.
3. HSP will drain pumps and water lines that require draining.
4. HSP will unplug disinfectant feeders and chlorinator(s).
5. HSP will adjust water level.
6. If Client requests, HSP will install winterizing chemicals to control algae, at Client's cost for chemicals.
7. HSP will move and store diving boards, ladders, handrails, lifeguard chairs, pool fixtures, test equipment, first aid equipment, furniture, hoses, and other pool property within pool premises as requested by Client.
8. HSP will blow out skimmer line with compressor and add antifreeze.
9. HSP will install pool cover provided by Client so long as deck anchors and cover springs belonging to Client are functional and available. Client may have to replace deck anchors, cover springs and cover at Client's costs.
10. HSP will shut off main water supply, unless underground and within pool premises. Otherwise, HSP will notify Client of its responsibility to Water Authority if main water supply is located outside of pool enclosure or is underground.
11. HSP will provide OWNER with winterization report, lock pool premises and return all sets of keys and key cards to Client. When Client receives the winterization report as acknowledged by the Client's or HSP's signature, Client accepts the winterization as satisfactory and complete.
12. Client understands and releases HSP from any liability as to the winterization of the pool premises by HSP and acknowledges that HSP is not be responsible for freeze damage, wear, tear and other problem and that winterization is not a guarantee that damage will not occur, due to the complicated nature of plumbing systems and water condensing within drained pipes and due to weather extremes except in the case of HSP's gross negligence.

SECTION 9. COMPENSATION TO HSP:

1. This Agreement presumes that certain costs are fixed as of the date that HSP provides it services. However, in the event that the minimum wage is increased by any federal, state or local government agency, then Client agrees to adjust and increase the total compensation for the increase in the minimum hourly wages payable to HSP's personnel.
2. At Client's request, HSP may continue to perform services and to operate the pool or pools beyond the closing date set forth in Section 1. However, the date and times must be mutually agreeable to HSP and Owner and be set forth in a separate written addendum.
3. Client agrees to reimburse HSP membership fees paid to Compliance Depot, RMIS and other insurance verification vendors.
4. Any compensation owed by Client to HSP shall be paid in full within thirty (30) days of the invoice date or on the mandated date of payment above. Client shall pay HSP late fees of five percent (5 %) of the total owed for any payments that are not paid in full by the due date per month that Client owes HSP in addition to any other rights and remedies that HSP may have under this Agreement. HSP shall also be entitled to reasonable attorney's fees and costs for collection of any monies owed by Client to HSP.
5. HSP may suspend service temporarily or terminate this agreement with 5 days written notice in the event of non-compliance by Client or in the event payment is not received as outlined on the specification page.

SECTION 10. EQUIPMENT REPAIRS:

1. If Client hires HSP to perform repairs to the pool equipment and to the pool premises or to replace pool equipment to continue the operation of the pool or to maintain health and safety standards required for the pool to operate, those services will be extra and in addition to the services provided in Section 7. HSP will perform all such work in accordance with federal, state, county, local, and governmental codes and regulations.
2. HSP will notify Client of any repairs or replacement of equipment that HSP determines is needed to continue the operation of the pool or to maintain the health and safety standards required for the pool to operate. HSP will submit a written proposal of the estimated costs for equipment, applicable taxes, parts and labor, which Client must approve before HSP is obligated to begin work. Once HSP begins the work approved by Client, Client is liable to pay HSP for its extra or additional services when completed.
3. It is understood and agreed to by Client that it shall pay all invoices for repair or replacement of equipment from thirty (30) days of the date of the invoice sent to Client by HSP unless HSP requests that Client pay in advance for replacement parts and equipment.
4. Any major service projects, for example but not limited to: pool resurfacing; deck, tile and coping replacement; pump room re-piping, pump and filter replacement – conducted by other than HSP vendors – those repairs need to be completed at least 3 weeks before scheduled opening day. If the deadline cannot be met, HSP cannot guarantee on-time opening.

SECTION 11. INSURANCE:

1. HSP shall maintain public liability insurance to cover accidents and injuries of pool users, including loss of life, directly due to the negligence of HSP and its personnel for accidents that occur within the pool premises during the contracted pool hours when HSP is providing services.
2. Client and HSP agree that Client shall also maintain public liability insurance to provide coverage for claims or injuries that may be sustained by any person while on the Client's premises, including the pool premises. Client shall maintain adequate public liability coverage for any special events or activities held at the pool premises (as detailed in Section 5) and to protect it from any liabilities occurring upon the swimming pool facility premises, regardless of whether HSP provides any lifeguarding services.

3. Client's public liability insurance shall be primary to the insurance of HSP unless HSP and Client agree in writing that HSP's insurance will be primary for any claims arising out of the alleged negligence of HSP and its employees. In the event that Client wishes to have it named as an additional insured or wishes another person or entity to be named as an additional insured on HSP's policy, Client will pay for the costs of such additional or extra coverage from HSP's insurer.

SECTION 12. RELEASE, INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. Client expressly recognizes that the use of a swimming pool is a potentially dangerous activity and involves risks of injury and death. Consequently, Client agrees that HSP shall have no liability whatsoever for any claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility by Client or by any person arising out of this Agreement and arising out of the services provided by HSP to Client. Client releases HSP and its personnel from any and all liabilities, claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility arising out of this Agreement or for any reason other than the gross negligence or willful misconduct of HSP and its personnel, including but not limited to any claims of negligent performance of lifeguarding, of inadequate security, or any claims alleged to be due to mechanical failure of equipment, faulty or defective maintenance or construction of the swimming pool facility, or hydrostatic conditions.
2. Client releases HSP from any service interruption or any decisions by HSP to delay opening of the swimming pool facility or to close the swimming pool and the pool premises because of HSP's decision or HSP's concern about safety, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing adequacy, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which adversely impacts, excuses or delays HSP's performance.
3. Client shall indemnify and hold harmless HSP and its personnel from any and all liabilities, claims, damages, losses, and expenses, including reasonable attorney's fees and costs, arising from and or related to any act, failure to act, or negligence on the part of the Client or arising out of the use of the pool premises for special events and activities or arising from any premises claim and from any claim about mechanical failure of equipment, faulty or defective maintenance or construction of the pool premises, or hydrostatic pressure.
4. In no event, shall the indemnification and limitation of liability provision in this Section release either Client or HSP's insurers from those insurers' obligations to defend and to indemnify or any of their respective duties under the terms of any policy or policies of insurance.

SECTION 13. TERMINATION OF AGREEMENT:

1. Time of the Essence for Execution of this Agreement: Client and HSP agree that HSP has the option to terminate and declare this Agreement void if it is not executed by Client and returned to HSP by February 1st or within 2 weeks if submitted after February 1st.
2. Notice Termination: Either Client or HSP may terminate this Agreement without cause and at any time after execution by providing the other party with thirty (30) days written notice to other party of the intent to terminate the agreement. This Agreement will then terminate on the thirty-first date from the date of the notice. HSP is entitled to be paid for its services provided to Client, and termination of this Agreement will not affect Client's obligation of payment.
3. In the event that Client fails to make any of the payments required under this Agreement, fails to comply with any of the terms of this Agreement, or breaches any of the terms of this Agreement, HSP shall be entitled to terminate this Agreement for cause immediately. Upon written notice of termination sent by HSP to Client, HSP will have the right to cease all services to Client and will have the right to avail itself of any legal and equitable rights and remedies. Client agrees and shall pay HSP's reasonable attorney's fees and costs incurred because of Client's failure to pay timely HSP for its services.
4. In the event that Client believes that HSP has breached the terms of this Agreement, then Client shall give written notice of the alleged breach or non-compliance of the term of this Agreement and allow HSP seventy-two (72) hours from the date that HSP receives and acknowledges notification from Client to correct or cure the alleged breach or non-compliance. If Client does not agree that HSP has corrected or cured the alleged breach after the seventy-two hours period of time, then this Agreement will terminate on the next business date that HSP is required to perform services for Client.
5. Client agrees that it is not a breach of this Agreement by HSP if HSP cannot provide its services under this Agreement by reason of unanticipated issues, circumstances, or acts beyond HSP's control such as by example immigration and visa issues (denials), strike, labor dispute, failure of utilities, change in immigration policies, changes in or retroactive laws or regulations, war, weather event, act of God, force majeure or any other reason that unforeseeably delays or interferes with HSP's performance of service under this Agreement. Any delay in HSP being able to provide services shall give client no right to terminate this Agreement. HSP has a right to renegotiate contract price should any of the above take place that will affect HSP ability to hire sufficient number of lifeguards.
6. In the event that Client or HSP shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, either Client or HSP may terminate this agreement immediately by providing the other with written notice of termination.
7. The termination of this Agreement does not in any way release Client from its duties and obligations, including the obligation to pay HSP any monies owed to HSP for its services, including but not limited to the remaining compensation still owed to it under Section 1. Additionally, the termination of this Agreement does not void Section 9 which continues in full force and effect forever. Furthermore, the termination of this Agreement does not affect the obligations or duties of Client's insurer or HSP's insurer.

SECTION 14. NON-COMPETITION PROTECTION:

Following the term of this Agreement, Client agrees not to hire or to contract with HSP's current or former employees to provide pool management services and agrees not to hire or to contract with any company in which HSP's current or former employees work in a management position for a period of two (2) years from the date that this Agreement terminates.

SECTION 15. GOVERNING LAW, INTERPRETATION, AND NO WAIVER:

This Agreement shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. In the event of a dispute as to the meaning of any provision, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted either for or against either of the Parties hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereto. No provision of this Agreement may be waived except by a written agreement. A waiver of any term or provision shall not be construed as a waiver of any term or provision. The failure of any party to insist upon the strict performance of any understanding or term shall not be construed as a waiver or relinquishment of the right to insist upon the strict performance that understanding or term.

SECTION 16. ENTIRE AGREEMENT:

The Parties acknowledge that they have not relied on any representation or statement, written or oral, not set forth in this Agreement, and the provisions contained in this Agreement represent the entire agreement between the Parties and modify and supersede any and all prior agreements, correspondence, or communications concerning the subject matter of this Agreement.

SECTION 17. REVIEW AND UNDERSTANDING OF THIS AGREEMENT:

The Parties represent that, prior to signing this Agreement, they have read it, understood its terms and conditions voluntarily signed it.

SECTION 18: ACKNOWLEDGEMENT OF AUTHORITY:

Any individual signing this Agreement on behalf of any Party warrants and represents that he or she has all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

IN WITNESS, WHEREOF, the undersigned and authorized representatives of Client and HSP each duly execute this Agreement on the respective dates listed below, evidencing each of their binding agreement to this Agreement and its terms.

High Sierra Pools, Inc.

Client:

By: RKaczor 11/11/2020
Signature of Authorized Agent Date

By: _____
Signature of Authorized Agent Date

SWIMMING POOL MANAGEMENT AGREEMENT

WHEREAS, High Sierra Pools Inc. (HSP) offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 1. GENERAL SPECIFICATIONS:

OWNER / AGENT	PROPERTY NAME	SWIM FACILITY NAME
Community Management Corporation - 4840 Westfields Blvd Chantilly, VA, 20151	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304
POOL OPERATION HOURS		POOL PERSONNEL
Main Season: May 29, 2021 - Sep 6, 2021		Pool Manager 70
Mon 10:30AM-8:30PM	Fri 10:30AM-8:30PM	Lifeguard 177
Tue 10:30AM-8:30PM	Sat 10:30AM-8:30PM	
Wed 10:30AM-8:30PM	Sun 10:30AM-8:30PM	
Thu 10:30AM-8:30PM	Hol 10:30AM-8:30PM	
		Weekly Staff Hours: 247

ADDITIONAL INFORMATION

Included at NO Additional Cost: Algaecide, Disinfectant and PH Balancer, County Permits, First Aid Kit, Liability Insurance, Area Supervisor, Spring Opening, Test Kits and Summer Reagents, Winterization

Phase 3: 3 guards on duty at all times. 4 on weekends. Morning Lap Swim from 6am to 8am Mon-Fri, excluding holidays. All chemicals are included in contract price. One lifeguard arrives 30 min prior opening. Lifeguards will have valid CPR/AED, LFG/First Aid and Pool Operator Certificates. An area supervisor will perform minimum 2 weekly inspections.

PAYMENT SCHEDULE

Due on Mar 1, 2021	\$3,450.00	Due on Aug 1, 2021	\$13,800.00
Due on Apr 1, 2021	\$6,900.00	Due on Sep 1, 2021	\$3,450.00
Due on May 1, 2021	\$13,800.00		
Due on Jun 1, 2021	\$13,800.00		
Due on Jul 1, 2021	\$13,800.00		

Contract Price \$69,000.00

EXTRA SERVICES*

OPTIONAL YEARS*

____ 2022 \$72,700.00
____ 2023 \$76,200.00

* Initial each to approve; each billed separately, each priced per year

* Initial to extend Swimming Pool Management Agreement at listed price

WHEREAS, High Sierra Pools, Inc. ("HSP") offers pool management services for the operation of commercial swimming pools and is an independent contractor;

WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements or contracts between the parties where those agreements or contracts conflict with the terms of this Agreement and shall govern the relationship between HSP and Client;

WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating risks and constraints;

NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 2. SCOPE OF AGREEMENT:

Subject to the terms set forth herein in this Agreement, the Parties contemplate that HSP will provide certain pool management services which include the opening, operation of and management of Client's swimming pool or pools. HSP and Client will mutually agree upon and select an opening date for the swimming pool or pools so long as the opening date is not delayed or prevented by unforeseen or unknown events; by mechanical failures of equipment necessary to the operation of the swimming pool or pools, by repairs or replacement of equipment necessary to the operation of the swimming pool, by interruption of utilities necessary to the operation of the swimming pool, by failure to obtain annual certificates or other permits, by inadequate seasonal staffing availability or by any reason beyond the exclusive control of HSP.

SECTION 3. RESPONSIBILITIES OF CLIENT:

Client shall perform the following items in order for HSP to provide the responsibilities listed in Section 4 below:

1. Client shall ensure that the pool and that the pool equipment room is at all times available to HSP for it to perform its services while this Agreement is in effect and will provide HSP with full access to the pool on or before but no later than by April 1st of the first year of this Agreement in order for the pool to be drained and cleaned for the contemplated and mutually agreed upon date for the opening of the pool.
2. Client shall develop and provide a copy of the pool rules/regulations that it desires be applied to the pool operation and to the use of the pool. Client shall provide a mechanism to control or limit the use of the pool as required by law. Client will distribute those pool rules among its members and residents before the start of the season. Client shall provide and deliver to HSP the pool pass system to be utilized for Client's pool members, invitees, patrons, and guests. Client shall be solely responsible for the issuance and distribution of pool passes to be used for entry and access to the pool for its members, invitees, patrons, and guests.
3. Client is solely responsible providing all the security for the pool. At a minimum, Client shall provide working locks on all doors, gates and windows and shall maintain those locks. Client is solely responsible for providing and maintaining high quality and good condition fencing, walls and other appropriate barrier to ensure a secure enclosure around the pool during the time that this Agreement is in effect. Client shall provide a security system or alarm system if necessary to secure the pool and pool area. Upon reasonable request by HSP, Client will provide security guards to protect HSP's personnel and to protect Client's members, invitees, patrons, and guests.
4. Client will notify HSP of any defects, deficiencies, and/or maintenance issues as to the pool and pool premises, including but not limited to any issues with the fencing, gates, doors, locks, windows, pool equipment, pump, chlorinator, vacuum, lifeguard stands, and/or other fixtures.
5. Client shall provide a minimum of two (2) sets of keys or key cards for the pool by April 1st of this Agreement so that HSP and its personnel shall have access to any doors, gates, bathhouses, pool equipment room, lifeguard room/office, storage and/or any other areas that HSP needs for pre-opening services and for operation of the pool. If HSP is required to copy keys or key cards, Client agrees to pay for the costs of the duplicates so that HSP always has a minimum of three sets of keys or key cards.
6. Client will provide three large industrial sized trash cans with lids and one large industrial/commercial sized recycling bin with lid and trash bags for use by HSP's personnel and for pool members, invitees, patrons, and guests. Client is responsible for providing and paying for any trash removal and sanitation services and for recycling services for the pool.
7. Client will provide copies of health department inspections and/or violations from prior seasons for operation of the pool and Client shall provide all the necessary documentation regarding the pool license.
8. Client will pay for the costs to apply for and to obtain any certificates or permits required by regulatory agencies to operate the pool and pool facility unless specified otherwise in Section 1 of this contract. Administrative fees will apply to permit processing applications.
9. Client will provide an operational landline telephone connected and functional by May 1st for 911 calls and other necessary, business related local calls. The pool telephone must be blocked for long distance and international and collect calls. Client is responsible for any long distance, international and collect calls made from the pool telephone if Client fails to block the telephone use for any calls except for local and emergency telephone usage. In case landline is not available Client is required to provide 911 Call Box that is directly connected with emergency services.
10. Client is responsible for maintenance and repair of the pool premises and building premises and the toilet and shower partitions, drywall, plumbing and electrical systems are delivered to HSP and are always maintained in a safe and good working condition during this Agreement. Client shall promptly complete any and all necessary maintenance and repairs to the pool premises and pool equipment within the pool premises including but not limited to repair and maintenance of walls, drywall, plumbing, electric systems, windows, plumbing, decking, coping, tile, fencing, locking mechanisms, locks, security systems, area lights, and other items that HSP requires for a safe and successful operation of the pool. Client shall also be responsible for the maintenance and repair of the pool premises, building premises, and any premises adjacent to the pool premises to ensure that there are no defects, deficiencies or other unsafe conditions.

11. HSP is not responsible for water damages caused by lack of waterproofed floors and walls in clubhouses, pump rooms and other rooms used by HSP personnel.
12. Client shall provide HSP with any equipment requested by HSP to maintain and to clean the pool premises, including but not limited to mops, hoses, brooms, leaf blowers, toilet plungers and hose nozzles that HSP shall need to clean and maintain the pool premises in the good condition provided by Client before start of the season unless Client and HSP have agreed otherwise and Client pays HSP for providing those items.
13. Client shall provide HSP at Client's sole expense with any and all first aid and lifesaving equipment required by the local health department, Red Cross, or other regulatory agency, including but not limited to backboards with three straps and buckles and head immobilizer with two straps, rescue tubes (one per lifeguard), shepherd's (body) hooks attached to at least 12 feet non-telescopic poles and ring buoys, and AED if required by the county health code.
14. Client shall perform the initial cleaning of the bathhouses and bathrooms. Client shall also provide any additional cleaning and disinfection required by law or recommended to prevent disease exposure. Client shall provide soap, paper towels, tissues, toilet paper, cleaning supplies and other consumable supplies as needed throughout the pool season unless otherwise Client and HSP have agreed otherwise and Client pays HSP for providing those items.
15. Client shall provide, by April 1st, operational hot water heaters, mixing valves and scalding devices as required by local authorities in order to pass the pre-opening inspection for the pool to operate.
16. Client shall supply water and be responsible for water bills. If HSP determines that Client's swimming pool or pools need to be drained and refilled, Client will be responsible for any and all water costs.
17. Client shall provide any OSHA approved Personal Protective Equipment ("PPE") and devices, including, but not limited to an eye wash station, chemical apron, goggles gloves and dust mask. Client shall also provide any special equipment and supplies because of COVID-19 such as hand washing or hand sanitizer stations or other equipment recommended by the Centers for Disease Control or the American Red Cross.
18. Client authorizes HSP to post a sign at the pool premises, that identifies HSP as the pool management company for the pool.
19. Client shall post warning signs that indicate risk of use pool and lack of lifeguard on duty for the wading pool on the wading pool gates and/or fences.
20. Client shall provide any fixtures for the pool or pools and Client shall solely be responsible for the repair or replacement of any fixtures for the pool as determined by HSP, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items.
21. Client shall provide any furniture and/or equipment such as tables, chairs, loungers, and other items that Client wants to be available at the swimming pool or pools. Client is responsible for initial deep cleaning of pool furniture or request HSP to provide such services at an additional cost. Client shall provide each lifeguard station or stand with an umbrella.
22. Client shall give written notice thirty (30) days in advance of any change in the identity of the management company or the agent of Client with whom HSP communicates as to the services provided under this Agreement. Client is responsible for paying all due invoices even after property changes ownership/management.
23. Client shall maintain proper ventilation of the pool, pump room, and pool facilities.
24. If Client allows alcoholic beverages to be brought to the pool premises or to be consumed on the pool premises for special events and activities or if Client's members, invitees, patrons and guests bring or consume alcohol on the pool premises, Client at all times is solely responsible and liable for any damages or consequential loss to any person or entity.

SECTION 4. TERMS OF SERVICE TO BE PROVIDED BY HSP:

HSP will provide the following pool management services:

(a) Pre-Season Services:

1. Prior to the opening of the pool for Client, HSP will perform an inspection of the pool equipment, bathhouse plumbing, filtration system, fixtures and freshwater plumbing system to determine if pool system is fully operational.
2. HSP will remove any pool cover(s) and will store on the premises of Client. For additional expense and at Client's request and approval of additional expense, HSP will store pool cover or pool covers off site for Client.
3. HSP will drain and clean the swimming pool at its discretion if HSP determines that cleaning is necessary.
4. HSP shall fill pool and start recirculation system as part of its pre-season services
5. HSP will install any of Client's fixtures for the pool, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items if applicable, so long as all such fixtures are in good condition and are not in need of any repair.
6. HSP will move client's furniture and equipment that Client wants to be available at the swimming pool and arrange it as Client specifies. HSP is not responsible for the condition of any furniture and/or equipment.
7. HSP shall use its reasonable best efforts to prepare Client's pool in a swim-ready condition at least five (5) business days prior to the opening date.
8. If not otherwise specified in Section 1, once Client pays fees and costs for applications and for permits, provides all necessary documentation, HSP will apply for all required permits and/or authorizations and lab testing required by local Health Department and regulatory agencies (unless otherwise specified in section 1) to operate the pool or pools and to have pool be in an operational condition and attend any required inspections. HSP will post all permits and certificates in Client's designated area. If certificates and/or permits for operating cannot be acquired by HSP due to any circumstance beyond the exclusive control of HSP, it shall be the responsibility of Client to secure certificates and permits for the opening of the swimming pool.
9. HSP will provide any SDS required for chemicals to Client.

(b) Operational Services:

1. When the pool is open for the use of Client's members, invitees, patrons and guests, HSP will supply its lifeguard personnel for the opening, operation and closing of the main pool or pools.
2. HSP will only provide limited services to a wading pool on the pool premises, which services include maintenance, repairs, cleaning and water testing and treatment under the same terms as the main pool but which do not include any lifeguarding or monitoring of the wading pool use by HSP's personnel unless Client pays a separate fee to HSP for lifeguarding services for any wading pool. If Client does not pay for lifeguarding services for any wading pools, Client assumes all liability for any claims or damage that occurs in the wading pool or in the wading pool area. Client is responsible for the use of the wading pool and agrees to hold harmless, indemnify and defend HSP for any use of wading pool and any claims of injuries or damages from use or misuse of the wading pool.
3. If Client does not have a separate cleaning service, HSP may provide limited janitorial services for the bathhouse. However, HSP's personnel will only perform limited janitorial services for the bathhouse when HSP determines that such janitorial services do not affect the lifeguarding duties for the persons using the swimming pool and such bathhouses and locker rooms are not shared with gyms and leasing offices. Such janitorial services are not meant to be a substitute for sanitization or disease prevention.
4. HSP will straighten Client's pool furniture and the pool area daily or as is needed.
5. HSP will brush, vacuum and skim pool(s) daily or as required at the beginning of their shifts. HSP will also provide extra, additional cleaning if Client requests same in advance and agrees to pay an additional fee.
6. HSP will clean skimmer baskets, backwash filter system and/or hand clean cartridge filters daily or as needed.
7. HSP will check water purity, acidity, and disinfectant levels to comply with local Health Department standards and, in compliance with the local and state Health Department Codes, HSP will test disinfectant and pH levels hourly and adjust if needed. HSP may test for total alkalinity, calcium hardness and cyanuric acid will be conducted as required by local Health Department codes and regulations for swimming pools.
8. HSP will conduct two (2) written inspections per week or with such frequency as HSP and Client agree. HSP will meet with Client periodically to discuss pool operation at Client's reasonable request.
9. HSP shall have the exclusive right to decide when to close the pool or pools and the pool premises in the event of any event that HSP deems in its sole discretion to create an unsafe environment including but not limited to any safety concern, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing concern, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which excuses or delays HSP's performance. HSP shall close the pool or pools and the pool premises in the event of lightening or thunder and will reopen the pool premises forty-five (45) minutes after last occurrence of thunder or lightening or as the regulations of the local Health Department require. HSP shall not be in any way liable to Client or to Client's members, invitees, patrons and guests for any damages, delays in services, or any inconveniences because of the closing of the pool or pools or pool premises. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility for any of the reasons outlined in this paragraph.
10. HSP shall also close the pool and pool premises in accordance with local and applicable state regulations if control of disease is required or if vomit, human feces, animal feces, deceased animals, or other foreign or chemical agent is introduced into the pool water to perform additional maintenance and super-chlorination and cleaning if HSP determines such work is necessary for the health and safety of Client's members, invites, patrons and guests and for the use of the pool or pools. If additional chemicals are required, HSP will charge Client for the additional chemicals used and Client is responsible to pay the charges for the additional clients. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility.
11. If the pool is closed for reasons outside of HSP control for more than ten (10) consecutive days (including but not limited to inclement weather), Owner/Agent/Client is eligible for refund of 50% of daily operating costs for any consecutive closed days after 10th day. Daily operating cost shall be defined as 1% of the total contract price specified in the Section 1 (specification). HSP is not required to provide lifeguards while pool is closed.
12. If a holiday falls on a day that the pool is scheduled to be closed, HSP will open the pool for that holiday and close the pool on the following day instead, at the discretion of HSP.
13. HSP will schedule a ten (10) minute break each hour that the pool premises are open in order to allow its personnel to perform water testing, equipment checks, clean-up duties, and bathhouse and pool house inspections and to allow its lifeguard to have a break from lifeguarding duties and surveillance, at which time HSP shall order all persons to be out of the pool or pools and to be away from the water.
14. HSP's personnel are not ever responsible for any persons who use the wading pools and wading pool premises, including any minors with or without supervision by a parent or a legal guardian. Client will notify its members, invitees, patrons and guests that all minors must be supervised at the pool premises by a parent or a legal guardian and that HSP assumes no responsibilities for the use of the wading pool.
15. After closing the pool for the day during this Agreement, HSP will lock and secure the pool premises. However, Client remains solely responsible for insuring that adequate security measures exist and are functional. HSP shall have no responsibility or liability whatsoever for the pool premises after its personnel close the pool and pool premises or its personnel have left or exited the pool premises and/or pool facility, including but not limited to unauthorized or illegal usage of the pool by trespassers or if Client allows its members, invitees, patrons and guests to use the pool when HSP personnel are not present performing lifeguarding duties.

SECTION 5. POOL CHEMICALS, SUPPLIES AND MATERIALS:

1. HSP will obtain chemicals, to balance disinfectant and pH levels required by the local health department or regulatory agencies for the operation of the pool and shall pay for such chemicals as part of its services under this Agreement. Owner agrees to be responsible for any additional chemicals needed and supplied such as bromine, granular chlorine (calcium hypochlorite), test reagents, test kits, sodium bicarbonate, calcium chloride, cyanuric acid, algicide etc
2. Client is responsible for the additional costs for treatment of unusual or abnormal water and pool conditions due to the presence of metals, high levels of phosphates, leaking swimming pool, inadequate filtration, any equipment or mechanical failures or other irregular conditions. HSP will notify Client of the additional costs, and Client shall promptly pay for the additional costs.

SECTION 6. HSP PERSONNEL:

1. All personnel employed by HSP to perform any services or work under this Agreement shall be employees of HSP for all purposes and not the employees of Client. HSP shall be solely responsible for all compensation paid to its employees and shall pay all payroll obligations, including Social Security and Medicare payments, FUTA, FICA, and taxes related to the work of its employees if applicable. HSP shall provide any legal benefits and shall provide worker's compensation benefits to its personnel. HSP shall ensure that its personnel hold required licenses and certifications. HSP will require its personnel to wear HSP's uniforms. HSP's personnel will have appropriate lifeguarding certification and pool operator's licenses and display such documentation as required by local and/or state law and regulations.
2. The number of personnel is based upon the ratio required for pool staffing and is based upon HSP's industry experience of the minimum number of personnel required for a potentially safe operation of the pool and pool premises. Consequently, if the number of pool patrons consistently varies from Client's estimate, the number of HSP's personnel will be adjusted as mutually determined by HSP and Client and the compensation due to HSP under this Agreement will be adjusted accordingly by Addendum to this Agreement executed by HSP and Client.
3. HSP has the exclusive right and sole discretion to increase the number of its lifeguarding personnel in order to maintain an acceptable ratio of lifeguards to pool users or to limit the number of pool users permitted at the pool premises as HSP determines in its sole discretion. In the unlikely event that Client will not agree to authorize and pay for the additional lifeguarding staff that HSP has determined is adequate, then and in that event, HSP may immediately terminate this Agreement without any notice to Client or may close the pool premises. Additional costs for lifeguard or for additional lifeguarding hours will be billed separately to Client at the price indicated within this Agreement or the Addendum if HSP increases its personnel because of its discretionary judgment that an increase is necessary to operate the pool.
4. HSP lifeguarding personnel shall hold nationally recognized lifeguarding certificates or other certification where required by the codes and local Health Department or regulatory agencies. HSP shall have the sole discretion as to the hours and days worked by its personnel for Client.
5. Client may request that HSP supply additional personnel for an additional fee of \$30 per hour for each partial hour or as otherwise specified by HSP per worker which fees are in addition to HSP's regular compensation set forth in this Agreement.
6. If Client is dissatisfied with any of HSP's personnel, Client shall provide HSP with a written statement of the reasons for its dissatisfaction and with the name of the worker. HSP will replace an employee if it determines that the Client's dissatisfaction is valid and reasonable within seventy-two (72) hours or no later than (3) business days when possible for HSP to do so.
7. If Client requires background checks or other specialized employment screening, Client must outline its requirement within thirty (30) days of full execution of this Agreement and provide the written policy or regulation that permits any specialized employment screening and shall pay any additional costs of HSP incurred by it for such screening and increased administrative costs for HSP, which will be billed as a separate fee to Client. HSP will provide documentation of the screening conducted when available to Client.
8. Client shall provide free parking for HSP's personnel.

SECTION 7. SPECIAL EVENTS AND SWIM TEAM EVENTS:

1. If Client allows pool or pools or pool premises to be used for special events and activities including but not limited to swim team practice, swim meets, aerobics classes, swim classes, pool parties, and other special use of the pool premises, either inside or outside the contracted hours for HSP personnel; HSP shall not be required to provide services for those special events and activities unless Client shall specifically hire HSP to provide personnel to perform services for those special events and activities. HSP has the right to refuse to provide services for any special events or activities. HSP shall provide advanced notice of its decision to refuse to provide services and shall not be liable or responsible for any damages or for any inconvenience to any person or entity or to Client for its decision to refuse to provide services for any special events or activities.
2. Upon Client's written request at least 7 days before any special events, HSP may provide personnel for special events and activities at a rate of twenty-five dollars (\$25.00) per hour per additional lifeguarding personnel and at a rate of thirty dollars (\$30.00) per pool manager or pool operator. Client must provide an estimated schedule and an estimate of the number of persons expected to participate and attend the special events and activities. Client must authorize and pay for a ratio of one lifeguard per twenty-five participants and attendees of any special events and activities.
3. HSP has the right and authority to eject any persons who do not comply with the pool rules or regulations or who engage in potentially unsafe conduct. If those persons who are asked to leave refuse to leave the pool premises, HSP may close the pool premises for the special events and activities upon notification to Client of its intent to close the pool premises. Client is at all times ultimately responsible for the conduct of its pool members, invitees, patrons, and guests and for the security of the pool premises and safety of HSP's personnel.

SECTION 8. SEASONAL CLOSING AND WINTERIZATION SERVICES:

HSP will perform the following services to winterize the pool facility after closing and on or before November 15th unless Client and HSP agree on a date certain:

1. HSP will backwash filtration system and remove drain plugs from filters that require draining and that are capable of draining.
2. HSP will drain recirculating and vacuum lines that require draining and are so constructed that they can be drained.
3. HSP will drain pumps and water lines that require draining.
4. HSP will unplug disinfectant feeders and chlorinator(s).
5. HSP will adjust water level.
6. If Client requests, HSP will install winterizing chemicals to control algae, at Client's cost for chemicals.
7. HSP will move and store diving boards, ladders, handrails, lifeguard chairs, pool fixtures, test equipment, first aid equipment, furniture, hoses, and other pool property within pool premises as requested by Client.
8. HSP will blow out skimmer line with compressor and add antifreeze.
9. HSP will install pool cover provided by Client so long as deck anchors and cover springs belonging to Client are functional and available. Client may have to replace deck anchors, cover springs and cover at Client's costs.
10. HSP will shut off main water supply, unless underground and within pool premises. Otherwise, HSP will notify Client of its responsibility to Water Authority if main water supply is located outside of pool enclosure or is underground.
11. HSP will provide OWNER with winterization report, lock pool premises and return all sets of keys and key cards to Client. When Client receives the winterization report as acknowledged by the Client's or HSP's signature, Client accepts the winterization as satisfactory and complete.
12. Client understands and releases HSP from any liability as to the winterization of the pool premises by HSP and acknowledges that HSP is not be responsible for freeze damage, wear, tear and other problem and that winterization is not a guarantee that damage will not occur, due to the complicated nature of plumbing systems and water condensing within drained pipes and due to weather extremes except in the case of HSP's gross negligence.

SECTION 9. COMPENSATION TO HSP:

1. This Agreement presumes that certain costs are fixed as of the date that HSP provides it services. However, in the event that the minimum wage is increased by any federal, state or local government agency, then Client agrees to adjust and increase the total compensation for the increase in the minimum hourly wages payable to HSP's personnel.
2. At Client's request, HSP may continue to perform services and to operate the pool or pools beyond the closing date set forth in Section 1. However, the date and times must be mutually agreeable to HSP and Owner and be set forth in a separate written addendum.
3. Client agrees to reimburse HSP membership fees paid to Compliance Depot, RMIS and other insurance verification vendors.
4. Any compensation owed by Client to HSP shall be paid in full within thirty (30) days of the invoice date or on the mandated date of payment above. Client shall pay HSP late fees of five percent (5 %) of the total owed for any payments that are not paid in full by the due date per month that Client owes HSP in addition to any other rights and remedies that HSP may have under this Agreement. HSP shall also be entitled to reasonable attorney's fees and costs for collection of any monies owed by Client to HSP.
5. HSP may suspend service temporarily or terminate this agreement with 5 days written notice in the event of non-compliance by Client or in the event payment is not received as outlined on the specification page.

SECTION 10. EQUIPMENT REPAIRS:

1. If Client hires HSP to perform repairs to the pool equipment and to the pool premises or to replace pool equipment to continue the operation of the pool or to maintain health and safety standards required for the pool to operate, those services will be extra and in addition to the services provided in Section 7. HSP will perform all such work in accordance with federal, state, county, local, and governmental codes and regulations.
2. HSP will notify Client of any repairs or replacement of equipment that HSP determines is needed to continue the operation of the pool or to maintain the health and safety standards required for the pool to operate. HSP will submit a written proposal of the estimated costs for equipment, applicable taxes, parts and labor, which Client must approve before HSP is obligated to begin work. Once HSP begins the work approved by Client, Client is liable to pay HSP for its extra or additional services when completed.
3. It is understood and agreed to by Client that it shall pay all invoices for repair or replacement of equipment from thirty (30) days of the date of the invoice sent to Client by HSP unless HSP requests that Client pay in advance for replacement parts and equipment.
4. Any major service projects, for example but not limited to: pool resurfacing; deck, tile and coping replacement; pump room re-piping, pump and filter replacement – conducted by other than HSP vendors – those repairs need to be completed at least 3 weeks before scheduled opening day. If the deadline cannot be met, HSP cannot guarantee on-time opening.

SECTION 11. INSURANCE:

1. HSP shall maintain public liability insurance to cover accidents and injuries of pool users, including loss of life, directly due to the negligence of HSP and its personnel for accidents that occur within the pool premises during the contracted pool hours when HSP is providing services.
2. Client and HSP agree that Client shall also maintain public liability insurance to provide coverage for claims or injuries that may be sustained by any person while on the Client's premises, including the pool premises. Client shall maintain adequate public liability coverage for any special events or activities held at the pool premises (as detailed in Section 5) and to protect it from any liabilities occurring upon the swimming pool facility premises, regardless of whether HSP provides any lifeguarding services.

3. Client's public liability insurance shall be primary to the insurance of HSP unless HSP and Client agree in writing that HSP's insurance will be primary for any claims arising out of the alleged negligence of HSP and its employees. In the event that Client wishes to have it named as an additional insured or wishes another person or entity to be named as an additional insured on HSP's policy, Client will pay for the costs of such additional or extra coverage from HSP's insurer.

SECTION 12. RELEASE, INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. Client expressly recognizes that the use of a swimming pool is a potentially dangerous activity and involves risks of injury and death. Consequently, Client agrees that HSP shall have no liability whatsoever for any claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility by Client or by any person arising out of this Agreement and arising out of the services provided by HSP to Client. Client releases HSP and its personnel from any and all liabilities, claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility arising out of this Agreement or for any reason other than the gross negligence or willful misconduct of HSP and its personnel, including but not limited to any claims of negligent performance of lifeguarding, of inadequate security, or any claims alleged to be due to mechanical failure of equipment, faulty or defective maintenance or construction of the swimming pool facility, or hydrostatic conditions.
2. Client releases HSP from any service interruption or any decisions by HSP to delay opening of the swimming pool facility or to close the swimming pool and the pool premises because of HSP's decision or HSP's concern about safety, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing adequacy, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which adversely impacts, excuses or delays HSP's performance.
3. Client shall indemnify and hold harmless HSP and its personnel from any and all liabilities, claims, damages, losses, and expenses, including reasonable attorney's fees and costs, arising from and or related to any act, failure to act, or negligence on the part of the Client or arising out of the use of the pool premises for special events and activities or arising from any premises claim and from any claim about mechanical failure of equipment, faulty or defective maintenance or construction of the pool premises, or hydrostatic pressure.
4. In no event, shall the indemnification and limitation of liability provision in this Section release either Client or HSP's insurers from those insurers' obligations to defend and to indemnify or any of their respective duties under the terms of any policy or policies of insurance.

SECTION 13. TERMINATION OF AGREEMENT:

1. Time of the Essence for Execution of this Agreement: Client and HSP agree that HSP has the option to terminate and declare this Agreement void if it is not executed by Client and returned to HSP by February 1st or within 2 weeks if submitted after February 1st.
2. Notice Termination: Either Client or HSP may terminate this Agreement without cause and at any time after execution by providing the other party with thirty (30) days written notice to other party of the intent to terminate the agreement. This Agreement will then terminate on the thirty-first date from the date of the notice. HSP is entitled to be paid for its services provided to Client, and termination of this Agreement will not affect Client's obligation of payment.
3. In the event that Client fails to make any of the payments required under this Agreement, fails to comply with any of the terms of this Agreement, or breaches any of the terms of this Agreement, HSP shall be entitled to terminate this Agreement for cause immediately. Upon written notice of termination sent by HSP to Client, HSP will have the right to cease all services to Client and will have the right to avail itself of any legal and equitable rights and remedies. Client agrees and shall pay HSP's reasonable attorney's fees and costs incurred because of Client's failure to pay timely HSP for its services.
4. In the event that Client believes that HSP has breached the terms of this Agreement, then Client shall give written notice of the alleged breach or non-compliance of the term of this Agreement and allow HSP seventy-two (72) hours from the date that HSP receives and acknowledges notification from Client to correct or cure the alleged breach or non-compliance. If Client does not agree that HSP has corrected or cured the alleged breach after the seventy-two hours period of time, then this Agreement will terminate on the next business date that HSP is required to perform services for Client.
5. Client agrees that it is not a breach of this Agreement by HSP if HSP cannot provide its services under this Agreement by reason of unanticipated issues, circumstances, or acts beyond HSP's control such as by example immigration and visa issues (denials), strike, labor dispute, failure of utilities, change in immigration policies, changes in or retroactive laws or regulations, war, weather event, act of God, force majeure or any other reason that unforeseeably delays or interferes with HSP's performance of service under this Agreement. Any delay in HSP being able to provide services shall give client no right to terminate this Agreement. HSP has a right to renegotiate contract price should any of the above take place that will affect HSP ability to hire sufficient number of lifeguards.
6. In the event that Client or HSP shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, either Client or HSP may terminate this agreement immediately by providing the other with written notice of termination.
7. The termination of this Agreement does not in any way release Client from its duties and obligations, including the obligation to pay HSP any monies owed to HSP for its services, including but not limited to the remaining compensation still owed to it under Section 1. Additionally, the termination of this Agreement does not void Section 9 which continues in full force and effect forever. Furthermore, the termination of this Agreement does not affect the obligations or duties of Client's insurer or HSP's insurer.

SECTION 14. NON-COMPETITION PROTECTION:

Following the term of this Agreement, Client agrees not to hire or to contract with HSP's current or former employees to provide pool management services and agrees not to hire or to contract with any company in which HSP's current or former employees work in a management position for a period of two (2) years from the date that this Agreement terminates.

SECTION 15. GOVERNING LAW, INTERPRETATION, AND NO WAIVER:

This Agreement shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. In the event of a dispute as to the meaning of any provision, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted either for or against either of the Parties hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereto. No provision of this Agreement may be waived except by a written agreement. A waiver of any term or provision shall not be construed as a waiver of any term or provision. The failure of any party to insist upon the strict performance of any understanding or term shall not be construed as a waiver or relinquishment of the right to insist upon the strict performance that understanding or term.

SECTION 16. ENTIRE AGREEMENT:

The Parties acknowledge that they have not relied on any representation or statement, written or oral, not set forth in this Agreement, and the provisions contained in this Agreement represent the entire agreement between the Parties and modify and supersede any and all prior agreements, correspondence, or communications concerning the subject matter of this Agreement.

SECTION 17. REVIEW AND UNDERSTANDING OF THIS AGREEMENT:

The Parties represent that, prior to signing this Agreement, they have read it, understood its terms and conditions voluntarily signed it.

SECTION 18: ACKNOWLEDGEMENT OF AUTHORITY:

Any individual signing this Agreement on behalf of any Party warrants and represents that he or she has all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

IN WITNESS, WHEREOF, the undersigned and authorized representatives of Client and HSP each duly execute this Agreement on the respective dates listed below, evidencing each of their binding agreement to this Agreement and its terms.

High Sierra Pools, Inc.

Client:

By: RKaczor 11/30/2020
Signature of Authorized Agent Date

By: _____
Signature of Authorized Agent Date

SWIMMING POOL MANAGEMENT AGREEMENT

WHEREAS, High Sierra Pools Inc. (HSP) offers pool management services for the operation of commercial swimming pools and is an independent contractor; WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements between the parties where those agreements or contracts conflict with the terms of this Agreement; WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating constraints; NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 1. GENERAL SPECIFICATIONS:

OWNER / AGENT	PROPERTY NAME	SWIM FACILITY NAME
Community Management Corporation - 4840 Westfields Blvd Chantilly, VA, 20151	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304	Cameron Station Community 200 Cameron Station Blvd Alexandria, VA, 22304
POOL OPERATION HOURS	POOL PERSONNEL	
Main Season: May 29, 2021 - Sep 6, 2021	Pool Manager	49
Mon 12:00PM-7:00PM	Lifeguard	112
Tue 7:00AM-2:00PM		
Wed 12:00PM-7:00PM		
Thu 7:00AM-2:00PM		
Fri 12:00PM-7:00PM		
Sat 10:00AM-5:00PM		
Sun 10:00AM-5:00PM		
Hol 10:00AM-5:00PM		
Weekly Staff Hours:		161

ADDITIONAL INFORMATION

Included at NO Additional Cost: Disinfectant and PH Balancer, Cleaning Supplies, First Aid Kit and Refill, Janitorial Supplies, Liability Insurance, Area Supervisor, Spring Opening, Test Kits and Summer Reagents, Winterization

Lifeguards will have valid CPR/AED, LFG/First Aid and Pool Operator Certificates. An area supervisor will perform minimum 2 weekly inspections. 3 guards on duty at all times.

PAYMENT SCHEDULE

Due on Mar 1, 2021	\$2,465.00	Due on Aug 1, 2021	\$9,860.00
Due on Apr 1, 2021	\$4,930.00	Due on Sep 1, 2021	\$2,465.00
Due on May 1, 2021	\$9,860.00		
Due on Jun 1, 2021	\$9,860.00		
Due on Jul 1, 2021	\$9,860.00		

Contract Price \$49,300.00

EXTRA SERVICES*

OPTIONAL YEARS*

____ 2022 \$51,800.00
____ 2023 \$54,200.00

* Initial each to approve; each billed separately, each priced per year

* Initial to extend Swimming Pool Management Agreement at listed price

WHEREAS, High Sierra Pools, Inc. ("HSP") offers pool management services for the operation of commercial swimming pools and is an independent contractor;

WHEREAS, Client wishes to hire HSP to perform certain specific pool management services for its swimming pool or swimming pools; WHEREAS, this Agreement supersedes any other prior agreements or contracts between the parties where those agreements or contracts conflict with the terms of this Agreement and shall govern the relationship between HSP and Client;

WHEREAS, HSP desires that there be a mutual understanding of the scope and extent of its duties and that the overall relationship between the parties be clearly defined because of the potentially hazardous nature of a swimming pool and because of certain operating risks and constraints;

NOW THEREFORE, for good and valuable consideration and subject to the foregoing Recitals, the receipt and sufficiency of which are hereby acknowledged, HSP and Client agree as follows:

SECTION 2. SCOPE OF AGREEMENT:

Subject to the terms set forth herein in this Agreement, the Parties contemplate that HSP will provide certain pool management services which include the opening, operation of and management of Client's swimming pool or pools. HSP and Client will mutually agree upon and select an opening date for the swimming pool or pools so long as the opening date is not delayed or prevented by unforeseen or unknown events; by mechanical failures of equipment necessary to the operation of the swimming pool or pools, by repairs or replacement of equipment necessary to the operation of the swimming pool, by interruption of utilities necessary to the operation of the swimming pool, by failure to obtain annual certificates or other permits, by inadequate seasonal staffing availability or by any reason beyond the exclusive control of HSP.

SECTION 3. RESPONSIBILITIES OF CLIENT:

Client shall perform the following items in order for HSP to provide the responsibilities listed in Section 4 below:

1. Client shall ensure that the pool and that the pool equipment room is at all times available to HSP for it to perform its services while this Agreement is in effect and will provide HSP with full access to the pool on or before but no later than by April 1st of the first year of this Agreement in order for the pool to be drained and cleaned for the contemplated and mutually agreed upon date for the opening of the pool.
2. Client shall develop and provide a copy of the pool rules/regulations that it desires be applied to the pool operation and to the use of the pool. Client shall provide a mechanism to control or limit the use of the pool as required by law. Client will distribute those pool rules among its members and residents before the start of the season. Client shall provide and deliver to HSP the pool pass system to be utilized for Client's pool members, invitees, patrons, and guests. Client shall be solely responsible for the issuance and distribution of pool passes to be used for entry and access to the pool for its members, invitees, patrons, and guests.
3. Client is solely responsible providing all the security for the pool. At a minimum, Client shall provide working locks on all doors, gates and windows and shall maintain those locks. Client is solely responsible for providing and maintaining high quality and good condition fencing, walls and other appropriate barrier to ensure a secure enclosure around the pool during the time that this Agreement is in effect. Client shall provide a security system or alarm system if necessary to secure the pool and pool area. Upon reasonable request by HSP, Client will provide security guards to protect HSP's personnel and to protect Client's members, invitees, patrons, and guests.
4. Client will notify HSP of any defects, deficiencies, and/or maintenance issues as to the pool and pool premises, including but not limited to any issues with the fencing, gates, doors, locks, windows, pool equipment, pump, chlorinator, vacuum, lifeguard stands, and/or other fixtures.
5. Client shall provide a minimum of two (2) sets of keys or key cards for the pool by April 1st of this Agreement so that HSP and its personnel shall have access to any doors, gates, bathhouses, pool equipment room, lifeguard room/office, storage and/or any other areas that HSP needs for pre-opening services and for operation of the pool. If HSP is required to copy keys or key cards, Client agrees to pay for the costs of the duplicates so that HSP always has a minimum of three sets of keys or key cards.
6. Client will provide three large industrial sized trash cans with lids and one large industrial/commercial sized recycling bin with lid and trash bags for use by HSP's personnel and for pool members, invitees, patrons, and guests. Client is responsible for providing and paying for any trash removal and sanitation services and for recycling services for the pool.
7. Client will provide copies of health department inspections and/or violations from prior seasons for operation of the pool and Client shall provide all the necessary documentation regarding the pool license.
8. Client will pay for the costs to apply for and to obtain any certificates or permits required by regulatory agencies to operate the pool and pool facility unless specified otherwise in Section 1 of this contract. Administrative fees will apply to permit processing applications.
9. Client will provide an operational landline telephone connected and functional by May 1st for 911 calls and other necessary, business related local calls. The pool telephone must be blocked for long distance and international and collect calls. Client is responsible for any long distance, international and collect calls made from the pool telephone if Client fails to block the telephone use for any calls except for local and emergency telephone usage. In case landline is not available Client is required to provide 911 Call Box that is directly connected with emergency services.
10. Client is responsible for maintenance and repair of the pool premises and building premises and the toilet and shower partitions, drywall, plumbing and electrical systems are delivered to HSP and are always maintained in a safe and good working condition during this Agreement. Client shall promptly complete any and all necessary maintenance and repairs to the pool premises and pool equipment within the pool premises including but not limited to repair and maintenance of walls, drywall, plumbing, electric systems, windows, plumbing, decking, coping, tile, fencing, locking mechanisms, locks, security systems, area lights, and other items that HSP requires for a safe and successful operation of the pool. Client shall also be responsible for the maintenance and repair of the pool premises, building premises, and any premises adjacent to the pool premises to ensure that there are no defects, deficiencies or other unsafe conditions.

11. HSP is not responsible for water damages caused by lack of waterproofed floors and walls in clubhouses, pump rooms and other rooms used by HSP personnel.
12. Client shall provide HSP with any equipment requested by HSP to maintain and to clean the pool premises, including but not limited to mops, hoses, brooms, leaf blowers, toilet plungers and hose nozzles that HSP shall need to clean and maintain the pool premises in the good condition provided by Client before start of the season unless Client and HSP have agreed otherwise and Client pays HSP for providing those items.
13. Client shall provide HSP at Client's sole expense with any and all first aid and lifesaving equipment required by the local health department, Red Cross, or other regulatory agency, including but not limited to backboards with three straps and buckles and head immobilizer with two straps, rescue tubes (one per lifeguard), shepherd's (body) hooks attached to at least 12 feet non-telescopic poles and ring buoys, and AED if required by the county health code.
14. Client shall perform the initial cleaning of the bathhouses and bathrooms. Client shall also provide any additional cleaning and disinfection required by law or recommended to prevent disease exposure. Client shall provide soap, paper towels, tissues, toilet paper, cleaning supplies and other consumable supplies as needed throughout the pool season unless otherwise Client and HSP have agreed otherwise and Client pays HSP for providing those items.
15. Client shall provide, by April 1st, operational hot water heaters, mixing valves and scalding devices as required by local authorities in order to pass the pre-opening inspection for the pool to operate.
16. Client shall supply water and be responsible for water bills. If HSP determines that Client's swimming pool or pools need to be drained and refilled, Client will be responsible for any and all water costs.
17. Client shall provide any OSHA approved Personal Protective Equipment ("PPE") and devices, including, but not limited to an eye wash station, chemical apron, goggles gloves and dust mask. Client shall also provide any special equipment and supplies because of COVID-19 such as hand washing or hand sanitizer stations or other equipment recommended by the Centers for Disease Control or the American Red Cross.
18. Client authorizes HSP to post a sign at the pool premises, that identifies HSP as the pool management company for the pool.
19. Client shall post warning signs that indicate risk of use pool and lack of lifeguard on duty for the wading pool on the wading pool gates and/or fences.
20. Client shall provide any fixtures for the pool or pools and Client shall solely be responsible for the repair or replacement of any fixtures for the pool as determined by HSP, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items.
21. Client shall provide any furniture and/or equipment such as tables, chairs, loungers, and other items that Client wants to be available at the swimming pool or pools. Client is responsible for initial deep cleaning of pool furniture or request HSP to provide such services at an additional cost. Client shall provide each lifeguard station or stand with an umbrella.
22. Client shall give written notice thirty (30) days in advance of any change in the identity of the management company or the agent of Client with whom HSP communicates as to the services provided under this Agreement. Client is responsible for paying all due invoices even after property changes ownership/management.
23. Client shall maintain proper ventilation of the pool, pump room, and pool facilities.
24. If Client allows alcoholic beverages to be brought to the pool premises or to be consumed on the pool premises for special events and activities or if Client's members, invitees, patrons and guests bring or consume alcohol on the pool premises, Client at all times is solely responsible and liable for any damages or consequential loss to any person or entity.

SECTION 4. TERMS OF SERVICE TO BE PROVIDED BY HSP:

HSP will provide the following pool management services:

(a) Pre-Season Services:

1. Prior to the opening of the pool for Client, HSP will perform an inspection of the pool equipment, bathhouse plumbing, filtration system, fixtures and freshwater plumbing system to determine if pool system is fully operational.
2. HSP will remove any pool cover(s) and will store on the premises of Client. For additional expense and at Client's request and approval of additional expense, HSP will store pool cover or pool covers off site for Client.
3. HSP will drain and clean the swimming pool at its discretion if HSP determines that cleaning is necessary.
4. HSP shall fill pool and start recirculation system as part of its pre-season services
5. HSP will install any of Client's fixtures for the pool, including but not limited to diving boards, ladders, handrails, lifeguard stands, and other items if applicable, so long as all such fixtures are in good condition and are not in need of any repair.
6. HSP will move client's furniture and equipment that Client wants to be available at the swimming pool and arrange it as Client specifies. HSP is not responsible for the condition of any furniture and/or equipment.
7. HSP shall use its reasonable best efforts to prepare Client's pool in a swim-ready condition at least five (5) business days prior to the opening date.
8. If not otherwise specified in Section 1, once Client pays fees and costs for applications and for permits, provides all necessary documentation, HSP will apply for all required permits and/or authorizations and lab testing required by local Health Department and regulatory agencies (unless otherwise specified in section 1) to operate the pool or pools and to have pool be in an operational condition and attend any required inspections. HSP will post all permits and certificates in Client's designated area. If certificates and/or permits for operating cannot be acquired by HSP due to any circumstance beyond the exclusive control of HSP, it shall be the responsibility of Client to secure certificates and permits for the opening of the swimming pool.
9. HSP will provide any SDS required for chemicals to Client.

(b) Operational Services:

1. When the pool is open for the use of Client's members, invitees, patrons and guests, HSP will supply its lifeguard personnel for the opening, operation and closing of the main pool or pools.
2. HSP will only provide limited services to a wading pool on the pool premises, which services include maintenance, repairs, cleaning and water testing and treatment under the same terms as the main pool but which do not include any lifeguarding or monitoring of the wading pool use by HSP's personnel unless Client pays a separate fee to HSP for lifeguarding services for any wading pool. If Client does not pay for lifeguarding services for any wading pools, Client assumes all liability for any claims or damage that occurs in the wading pool or in the wading pool area. Client is responsible for the use of the wading pool and agrees to hold harmless, indemnify and defend HSP for any use of wading pool and any claims of injuries or damages from use or misuse of the wading pool.
3. If Client does not have a separate cleaning service, HSP may provide limited janitorial services for the bathhouse. However, HSP's personnel will only perform limited janitorial services for the bathhouse when HSP determines that such janitorial services do not affect the lifeguarding duties for the persons using the swimming pool and such bathhouses and locker rooms are not shared with gyms and leasing offices. Such janitorial services are not meant to be a substitute for sanitization or disease prevention.
4. HSP will straighten Client's pool furniture and the pool area daily or as is needed.
5. HSP will brush, vacuum and skim pool(s) daily or as required at the beginning of their shifts. HSP will also provide extra, additional cleaning if Client requests same in advance and agrees to pay an additional fee.
6. HSP will clean skimmer baskets, backwash filter system and/or hand clean cartridge filters daily or as needed.
7. HSP will check water purity, acidity, and disinfectant levels to comply with local Health Department standards and, in compliance with the local and state Health Department Codes, HSP will test disinfectant and pH levels hourly and adjust if needed. HSP may test for total alkalinity, calcium hardness and cyanuric acid will be conducted as required by local Health Department codes and regulations for swimming pools.
8. HSP will conduct two (2) written inspections per week or with such frequency as HSP and Client agree. HSP will meet with Client periodically to discuss pool operation at Client's reasonable request.
9. HSP shall have the exclusive right to decide when to close the pool or pools and the pool premises in the event of any event that HSP deems in its sole discretion to create an unsafe environment including but not limited to any safety concern, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing concern, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which excuses or delays HSP's performance. HSP shall close the pool or pools and the pool premises in the event of lightening or thunder and will reopen the pool premises forty-five (45) minutes after last occurrence of thunder or lightening or as the regulations of the local Health Department require. HSP shall not be in any way liable to Client or to Client's members, invitees, patrons and guests for any damages, delays in services, or any inconveniences because of the closing of the pool or pools or pool premises. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility for any of the reasons outlined in this paragraph.
10. HSP shall also close the pool and pool premises in accordance with local and applicable state regulations if control of disease is required or if vomit, human feces, animal feces, deceased animals, or other foreign or chemical agent is introduced into the pool water to perform additional maintenance and super-chlorination and cleaning if HSP determines such work is necessary for the health and safety of Client's members, invites, patrons and guests and for the use of the pool or pools. If additional chemicals are required, HSP will charge Client for the additional chemicals used and Client is responsible to pay the charges for the additional clients. Client shall also not be entitled to any reduction in the compensation due to HSP under this Agreement because HSP decides to close the pool or is unable to open the pool or pool facility.
11. If the pool is closed for reasons outside of HSP control for more than ten (10) consecutive days (including but not limited to inclement weather), Owner/Agent/Client is eligible for refund of 50% of daily operating costs for any consecutive closed days after 10th day. Daily operating cost shall be defined as 1% of the total contract price specified in the Section 1 (specification). HSP is not required to provide lifeguards while pool is closed.
12. If a holiday falls on a day that the pool is scheduled to be closed, HSP will open the pool for that holiday and close the pool on the following day instead, at the discretion of HSP.
13. HSP will schedule a ten (10) minute break each hour that the pool premises are open in order to allow its personnel to perform water testing, equipment checks, clean-up duties, and bathhouse and pool house inspections and to allow its lifeguard to have a break from lifeguarding duties and surveillance, at which time HSP shall order all persons to be out of the pool or pools and to be away from the water.
14. HSP's personnel are not ever responsible for any persons who use the wading pools and wading pool premises, including any minors with or without supervision by a parent or a legal guardian. Client will notify its members, invitees, patrons and guests that all minors must be supervised at the pool premises by a parent or a legal guardian and that HSP assumes no responsibilities for the use of the wading pool.
15. After closing the pool for the day during this Agreement, HSP will lock and secure the pool premises. However, Client remains solely responsible for insuring that adequate security measures exist and are functional. HSP shall have no responsibility or liability whatsoever for the pool premises after its personnel close the pool and pool premises or its personnel have left or exited the pool premises and/or pool facility, including but not limited to unauthorized or illegal usage of the pool by trespassers or if Client allows its members, invitees, patrons and guests to use the pool when HSP personnel are not present performing lifeguarding duties.

SECTION 5. POOL CHEMICALS, SUPPLIES AND MATERIALS:

1. HSP will obtain chemicals, to balance disinfectant and pH levels required by the local health department or regulatory agencies for the operation of the pool and shall pay for such chemicals as part of its services under this Agreement. Owner agrees to be responsible for any additional chemicals needed and supplied such as bromine, granular chlorine (calcium hypochlorite), test reagents, test kits, sodium bicarbonate, calcium chloride, cyanuric acid, algacide etc
2. Client is responsible for the additional costs for treatment of unusual or abnormal water and pool conditions due to the presence of metals, high levels of phosphates, leaking swimming pool, inadequate filtration, any equipment or mechanical failures or other irregular conditions. HSP will notify Client of the additional costs, and Client shall promptly pay for the additional costs.

SECTION 6. HSP PERSONNEL:

1. All personnel employed by HSP to perform any services or work under this Agreement shall be employees of HSP for all purposes and not the employees of Client. HSP shall be solely responsible for all compensation paid to its employees and shall pay all payroll obligations, including Social Security and Medicare payments, FUTA, FICA, and taxes related to the work of its employees if applicable. HSP shall provide any legal benefits and shall provide worker's compensation benefits to its personnel. HSP shall ensure that its personnel hold required licenses and certifications. HSP will require its personnel to wear HSP's uniforms. HSP's personnel will have appropriate lifeguarding certification and pool operator's licenses and display such documentation as required by local and/or state law and regulations.
2. The number of personnel is based upon the ratio required for pool staffing and is based upon HSP's industry experience of the minimum number of personnel required for a potentially safe operation of the pool and pool premises. Consequently, if the number of pool patrons consistently varies from Client's estimate, the number of HSP's personnel will be adjusted as mutually determined by HSP and Client and the compensation due to HSP under this Agreement will be adjusted accordingly by Addendum to this Agreement executed by HSP and Client.
3. HSP has the exclusive right and sole discretion to increase the number of its lifeguarding personnel in order to maintain an acceptable ratio of lifeguards to pool users or to limit the number of pool users permitted at the pool premises as HSP determines in its sole discretion. In the unlikely event that Client will not agree to authorize and pay for the additional lifeguarding staff that HSP has determined is adequate, then and in that event, HSP may immediately terminate this Agreement without any notice to Client or may close the pool premises. Additional costs for lifeguard or for additional lifeguarding hours will be billed separately to Client at the price indicated within this Agreement or the Addendum if HSP increases its personnel because of its discretionary judgment that an increase is necessary to operate the pool.
4. HSP lifeguarding personnel shall hold nationally recognized lifeguarding certificates or other certification where required by the codes and local Health Department or regulatory agencies. HSP shall have the sole discretion as to the hours and days worked by its personnel for Client.
5. Client may request that HSP supply additional personnel for an additional fee of \$30 per hour for each partial hour or as otherwise specified by HSP per worker which fees are in addition to HSP's regular compensation set forth in this Agreement.
6. If Client is dissatisfied with any of HSP's personnel, Client shall provide HSP with a written statement of the reasons for its dissatisfaction and with the name of the worker. HSP will replace an employee if it determines that the Client's dissatisfaction is valid and reasonable within seventy-two (72) hours or no later than (3) business days when possible for HSP to do so.
7. If Client requires background checks or other specialized employment screening, Client must outline its requirement within thirty (30) days of full execution of this Agreement and provide the written policy or regulation that permits any specialized employment screening and shall pay any additional costs of HSP incurred by it for such screening and increased administrative costs for HSP, which will be billed as a separate fee to Client. HSP will provide documentation of the screening conducted when available to Client.
8. Client shall provide free parking for HSP's personnel.

SECTION 7. SPECIAL EVENTS AND SWIM TEAM EVENTS:

1. If Client allows pool or pools or pool premises to be used for special events and activities including but not limited to swim team practice, swim meets, aerobics classes, swim classes, pool parties, and other special use of the pool premises, either inside or outside the contracted hours for HSP personnel; HSP shall not be required to provide services for those special events and activities unless Client shall specifically hire HSP to provide personnel to perform services for those special events and activities. HSP has the right to refuse to provide services for any special events or activities. HSP shall provide advanced notice of its decision to refuse to provide services and shall not be liable or responsible for any damages or for any inconvenience to any person or entity or to Client for its decision to refuse to provide services for any special events or activities.
2. Upon Client's written request at least 7 days before any special events, HSP may provide personnel for special events and activities at a rate of twenty-five dollars (\$25.00) per hour per additional lifeguarding personnel and at a rate of thirty dollars (\$30.00) per pool manager or pool operator. Client must provide an estimated schedule and an estimate of the number of persons expected to participate and attend the special events and activities. Client must authorize and pay for a ratio of one lifeguard per twenty-five participants and attendees of any special events and activities.
3. HSP has the right and authority to eject any persons who do not comply with the pool rules or regulations or who engage in potentially unsafe conduct. If those persons who are asked to leave refuse to leave the pool premises, HSP may close the pool premises for the special events and activities upon notification to Client of its intent to close the pool premises. Client is at all times ultimately responsible for the conduct of its pool members, invitees, patrons, and guests and for the security of the pool premises and safety of HSP's personnel.

SECTION 8. SEASONAL CLOSING AND WINTERIZATION SERVICES:

HSP will perform the following services to winterize the pool facility after closing and on or before November 15th unless Client and HSP agree on a date certain:

1. HSP will backwash filtration system and remove drain plugs from filters that require draining and that are capable of draining.
2. HSP will drain recirculating and vacuum lines that require draining and are so constructed that they can be drained.
3. HSP will drain pumps and water lines that require draining.
4. HSP will unplug disinfectant feeders and chlorinator(s).
5. HSP will adjust water level.
6. If Client requests, HSP will install winterizing chemicals to control algae, at Client's cost for chemicals.
7. HSP will move and store diving boards, ladders, handrails, lifeguard chairs, pool fixtures, test equipment, first aid equipment, furniture, hoses, and other pool property within pool premises as requested by Client.
8. HSP will blow out skimmer line with compressor and add antifreeze.
9. HSP will install pool cover provided by Client so long as deck anchors and cover springs belonging to Client are functional and available. Client may have to replace deck anchors, cover springs and cover at Client's costs.
10. HSP will shut off main water supply, unless underground and within pool premises. Otherwise, HSP will notify Client of its responsibility to Water Authority if main water supply is located outside of pool enclosure or is underground.
11. HSP will provide OWNER with winterization report, lock pool premises and return all sets of keys and key cards to Client. When Client receives the winterization report as acknowledged by the Client's or HSP's signature, Client accepts the winterization as satisfactory and complete.
12. Client understands and releases HSP from any liability as to the winterization of the pool premises by HSP and acknowledges that HSP is not be responsible for freeze damage, wear, tear and other problem and that winterization is not a guarantee that damage will not occur, due to the complicated nature of plumbing systems and water condensing within drained pipes and due to weather extremes except in the case of HSP's gross negligence.

SECTION 9. COMPENSATION TO HSP:

1. This Agreement presumes that certain costs are fixed as of the date that HSP provides it services. However, in the event that the minimum wage is increased by any federal, state or local government agency, then Client agrees to adjust and increase the total compensation for the increase in the minimum hourly wages payable to HSP's personnel.
2. At Client's request, HSP may continue to perform services and to operate the pool or pools beyond the closing date set forth in Section 1. However, the date and times must be mutually agreeable to HSP and Owner and be set forth in a separate written addendum.
3. Client agrees to reimburse HSP membership fees paid to Compliance Depot, RMIS and other insurance verification vendors.
4. Any compensation owed by Client to HSP shall be paid in full within thirty (30) days of the invoice date or on the mandated date of payment above. Client shall pay HSP late fees of five percent (5 %) of the total owed for any payments that are not paid in full by the due date per month that Client owes HSP in addition to any other rights and remedies that HSP may have under this Agreement. HSP shall also be entitled to reasonable attorney's fees and costs for collection of any monies owed by Client to HSP.
5. HSP may suspend service temporarily or terminate this agreement with 5 days written notice in the event of non-compliance by Client or in the event payment is not received as outlined on the specification page.

SECTION 10. EQUIPMENT REPAIRS:

1. If Client hires HSP to perform repairs to the pool equipment and to the pool premises or to replace pool equipment to continue the operation of the pool or to maintain health and safety standards required for the pool to operate, those services will be extra and in addition to the services provided in Section 7. HSP will perform all such work in accordance with federal, state, county, local, and governmental codes and regulations.
2. HSP will notify Client of any repairs or replacement of equipment that HSP determines is needed to continue the operation of the pool or to maintain the health and safety standards required for the pool to operate. HSP will submit a written proposal of the estimated costs for equipment, applicable taxes, parts and labor, which Client must approve before HSP is obligated to begin work. Once HSP begins the work approved by Client, Client is liable to pay HSP for its extra or additional services when completed.
3. It is understood and agreed to by Client that it shall pay all invoices for repair or replacement of equipment from thirty (30) days of the date of the invoice sent to Client by HSP unless HSP requests that Client pay in advance for replacement parts and equipment.
4. Any major service projects, for example but not limited to: pool resurfacing; deck, tile and coping replacement; pump room re-piping, pump and filter replacement – conducted by other than HSP vendors – those repairs need to be completed at least 3 weeks before scheduled opening day. If the deadline cannot be met, HSP cannot guarantee on-time opening.

SECTION 11. INSURANCE:

1. HSP shall maintain public liability insurance to cover accidents and injuries of pool users, including loss of life, directly due to the negligence of HSP and its personnel for accidents that occur within the pool premises during the contracted pool hours when HSP is providing services.
2. Client and HSP agree that Client shall also maintain public liability insurance to provide coverage for claims or injuries that may be sustained by any person while on the Client's premises, including the pool premises. Client shall maintain adequate public liability coverage for any special events or activities held at the pool premises (as detailed in Section 5) and to protect it from any liabilities occurring upon the swimming pool facility premises, regardless of whether HSP provides any lifeguarding services.

3. Client's public liability insurance shall be primary to the insurance of HSP unless HSP and Client agree in writing that HSP's insurance will be primary for any claims arising out of the alleged negligence of HSP and its employees. In the event that Client wishes to have it named as an additional insured or wishes another person or entity to be named as an additional insured on HSP's policy, Client will pay for the costs of such additional or extra coverage from HSP's insurer.

SECTION 12. RELEASE, INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. Client expressly recognizes that the use of a swimming pool is a potentially dangerous activity and involves risks of injury and death. Consequently, Client agrees that HSP shall have no liability whatsoever for any claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility by Client or by any person arising out of this Agreement and arising out of the services provided by HSP to Client. Client releases HSP and its personnel from any and all liabilities, claims, injuries, bodily injuries, deaths, losses, property damages, compensatory damages or any legal or financial responsibility arising out of this Agreement or for any reason other than the gross negligence or willful misconduct of HSP and its personnel, including but not limited to any claims of negligent performance of lifeguarding, of inadequate security, or any claims alleged to be due to mechanical failure of equipment, faulty or defective maintenance or construction of the swimming pool facility, or hydrostatic conditions.
2. Client releases HSP from any service interruption or any decisions by HSP to delay opening of the swimming pool facility or to close the swimming pool and the pool premises because of HSP's decision or HSP's concern about safety, utility service interruption, weather event or concern, security concern, health concern, mechanical failure, staffing adequacy, emergency situation, order by the local Health Department or other regulatory agency, permitting or licensing failure, Force Majeure, governmental action, unforeseen event, or any other causes outside of HSP's exclusive control, including any material adverse issue which adversely impacts, excuses or delays HSP's performance.
3. Client shall indemnify and hold harmless HSP and its personnel from any and all liabilities, claims, damages, losses, and expenses, including reasonable attorney's fees and costs, arising from and or related to any act, failure to act, or negligence on the part of the Client or arising out of the use of the pool premises for special events and activities or arising from any premises claim and from any claim about mechanical failure of equipment, faulty or defective maintenance or construction of the pool premises, or hydrostatic pressure.
4. In no event, shall the indemnification and limitation of liability provision in this Section release either Client or HSP's insurers from those insurers' obligations to defend and to indemnify or any of their respective duties under the terms of any policy or policies of insurance.

SECTION 13. TERMINATION OF AGREEMENT:

1. Time of the Essence for Execution of this Agreement: Client and HSP agree that HSP has the option to terminate and declare this Agreement void if it is not executed by Client and returned to HSP by February 1st or within 2 weeks if submitted after February 1st.
2. Notice Termination: Either Client or HSP may terminate this Agreement without cause and at any time after execution by providing the other party with thirty (30) days written notice to other party of the intent to terminate the agreement. This Agreement will then terminate on the thirty-first date from the date of the notice. HSP is entitled to be paid for its services provided to Client, and termination of this Agreement will not affect Client's obligation of payment.
3. In the event that Client fails to make any of the payments required under this Agreement, fails to comply with any of the terms of this Agreement, or breaches any of the terms of this Agreement, HSP shall be entitled to terminate this Agreement for cause immediately. Upon written notice of termination sent by HSP to Client, HSP will have the right to cease all services to Client and will have the right to avail itself of any legal and equitable rights and remedies. Client agrees and shall pay HSP's reasonable attorney's fees and costs incurred because of Client's failure to pay timely HSP for its services.
4. In the event that Client believes that HSP has breached the terms of this Agreement, then Client shall give written notice of the alleged breach or non-compliance of the term of this Agreement and allow HSP seventy-two (72) hours from the date that HSP receives and acknowledges notification from Client to correct or cure the alleged breach or non-compliance. If Client does not agree that HSP has corrected or cured the alleged breach after the seventy-two hours period of time, then this Agreement will terminate on the next business date that HSP is required to perform services for Client.
5. Client agrees that it is not a breach of this Agreement by HSP if HSP cannot provide its services under this Agreement by reason of unanticipated issues, circumstances, or acts beyond HSP's control such as by example immigration and visa issues (denials), strike, labor dispute, failure of utilities, change in immigration policies, changes in or retroactive laws or regulations, war, weather event, act of God, force majeure or any other reason that unforeseeably delays or interferes with HSP's performance of service under this Agreement. Any delay in HSP being able to provide services shall give client no right to terminate this Agreement. HSP has a right to renegotiate contract price should any of the above take place that will affect HSP ability to hire sufficient number of lifeguards.
6. In the event that Client or HSP shall become bankrupt, insolvent, or shall make a voluntary assignment for the benefit of creditors, either Client or HSP may terminate this agreement immediately by providing the other with written notice of termination.
7. The termination of this Agreement does not in any way release Client from its duties and obligations, including the obligation to pay HSP any monies owed to HSP for its services, including but not limited to the remaining compensation still owed to it under Section 1. Additionally, the termination of this Agreement does not void Section 9 which continues in full force and effect forever. Furthermore, the termination of this Agreement does not affect the obligations or duties of Client's insurer or HSP's insurer.

SECTION 14. NON-COMPETITION PROTECTION:

Following the term of this Agreement, Client agrees not to hire or to contract with HSP's current or former employees to provide pool management services and agrees not to hire or to contract with any company in which HSP's current or former employees work in a management position for a period of two (2) years from the date that this Agreement terminates.

SECTION 15. GOVERNING LAW, INTERPRETATION, AND NO WAIVER:

This Agreement shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. The provisions of this Agreement shall be deemed severable, and the validity or non-enforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. In the event of a dispute as to the meaning of any provision, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted either for or against either of the Parties hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereto. No provision of this Agreement may be waived except by a written agreement. A waiver of any term or provision shall not be construed as a waiver of any term or provision. The failure of any party to insist upon the strict performance of any understanding or term shall not be construed as a waiver or relinquishment of the right to insist upon the strict performance that understanding or term.

SECTION 16. ENTIRE AGREEMENT:

The Parties acknowledge that they have not relied on any representation or statement, written or oral, not set forth in this Agreement, and the provisions contained in this Agreement represent the entire agreement between the Parties and modify and supersede any and all prior agreements, correspondence, or communications concerning the subject matter of this Agreement.

SECTION 17. REVIEW AND UNDERSTANDING OF THIS AGREEMENT:

The Parties represent that, prior to signing this Agreement, they have read it, understood its terms and conditions voluntarily signed it.

SECTION 18: ACKNOWLEDGEMENT OF AUTHORITY:

Any individual signing this Agreement on behalf of any Party warrants and represents that he or she has all necessary and appropriate authority and approvals to bind and execute this Agreement on behalf of all entities and in all capacities for which they sign.

IN WITNESS, WHEREOF, the undersigned and authorized representatives of Client and HSP each duly execute this Agreement on the respective dates listed below, evidencing each of their binding agreement to this Agreement and its terms.

High Sierra Pools, Inc.

Client:

By: RKaczor 11/30/2020
Signature of Authorized Agent Date

By: _____
Signature of Authorized Agent Date



November 2, 2020

To who it may concern:

I have been the Recreation Manager for South Riding Proprietary since 2014. Throughout this time, I have closely worked with High Sierra Pools and they have demonstrated that they are a dependable management company. South Riding has four pools and one splash park. Our pools are extremely crowded, and our residents have high expectations. The Aquatics coordinators skillful guidance creates a solid working relationship with the High Sierra pool managers, lifeguards and South Riding Staff which helps ensure our seasons run smoothly. Lifeguard staff generally performs well, and we seldom have issues. However High Sierra is very responsive and quick to address any issues that may arise.

While being in this position South Riding has gone out to bid twice for pool management and both times High Sierra was selected due to their ability to meet our demands with reasonable pricing. The opening and closing processes have always been on schedule. The pool management contract requires that the company maintain an expected number of managers/lifeguards for each pool and an aquatics coordinator readily available. High Sierra has consistently fulfilled this expectation.

The South Riding Operations Department performs much of the maintenance in house, however when any major maintenance is required High Sierra is extremely accommodating.

This season, despite the strict regulations due to the pandemic we were able to work with High Sierra to open our pools to the community. We were very pleased at how smooth the season went.

Sincerely,

A handwritten signature in blue ink that reads 'Jennifer Burke'.

Jennifer Burke
Recreation Manager
South Riding Proprietary

Westridge Swim and Racquet Club, Inc.

A Community Association

12764 Quarterhorse Lane • Woodbridge, Virginia 22192

703-590-1600 • Fax 703-590-2233

www.westridgeva.org

Email: HOA@westridgeva.org

October 13, 2020

To Whom it May Concern,

I have had the pleasure of working with High Sierra Pools at my community for over 10 years. During their tenure at the community, the contract has been put out to bid several times. Each time High Sierra has been the successful bidder, primarily based on our experience working with them.

The pool facility includes two large pools, a wading pool and a spa and requires six guards and a pool manager. The pool is a focal point for the community and the residents have high expectations. High Sierra consistently recruits staff members who perform well and managers who are strong leaders. While there have been isolated instances of poor performance, High Sierra has been quick to address any situations that have arisen. We are aware of staffing challenges faced in recent years by other pool companies, but I am pleased to say that our community has not experienced those issues with High Sierra.

In addition to meeting the daily staffing requirements, High Sierra's maintenance department is fantastic. They have accommodated our needs in emergency situations more than once.

Most recently, High Sierra was very flexible in working with us this summer to open our pools during the pandemic. There were few community pools that opened this summer. Not only did our pool open, I believe we were among the first to do so. Our pool was fully staffed with quality guards and the operation was extremely smooth.

As noted above, we have worked with High Sierra for a significant amount of time. During this time, we have developed a strong working relationship, which I truly believe has been mutually beneficial.

Sincerely,



Deborah A. Carter, CMCA® AMS® PCAM®
General Manager



Paradise Pool Service, LLC

November 9, 2020

Cameron Station Community Association
Attn: Ms. Janeva Sharps
200 Cameron Station Blvd
Alexandria, VA 22304

RE: 2021 Swimming Pool Management Services

Dear Ms. Janeva Sharps,

Sincere thanks for considering Paradise Pool Service as your pool management professionals. We don't take your decision lightly and will continue to do everything in our power to earn your trust and respect. Enclosed please find electronic copies of your 2021 swimming pool management agreements; Option A – reduced hours of operation and Option B – full hours operation with early morning swim time.

We encourage you to contact our references. At Paradise Pool Service, we understand each swimming pool facility is unique and is why we look to hire and place staff that will thrive at their pool next summer. We hold our lifeguards and pool operators in high regard; that is what sets us apart from other pool service companies in the industry. The end result is your residents and guests are greeted with happy and satisfied personnel each time they visit the pool.

With over 20 years of Swimming Pool Management, Maintenance, and Service experience, we are confident we can deliver a safer, cleaner, and more pleasurable pool experience to your facilities this summer. Thank you again for this opportunity and we look forward to your response.

Respectfully,

Ed Garcia
President



Paradise Pool Service, LLC

This agreement made and entered into this **November 9, 2020** between **Paradise Pool Service, LLC** hereinafter referred to as CONTRACTOR and **Cameron Station Community Association**, whose address is **200 Cameron Station Blvd, Alexandria, VA 22304**, hereinafter referred to as the OWNER, or as OWNER'S Agent to provide for the operation and management of the swimming pool facility by the CONTRACTOR.

SECTION I. GENERAL SPECIFICATIONS (SEE ATTACHED DOCUMENT)

Section I is included and made part of this swimming pool management agreement.

SECTION II. OPENING POOL

The CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Conduct and submit to the owner a written inspection report of the pool condition and items needed to render the swimming pool and filter system operational. Owner is responsible for needed repairs and the costs thereof. The report if approved in part or in its entirety must be returned to the contractor immediately with an authorized signature.
- B. Drain and clean the pool if necessary. The contractor is not responsible for faulty hydrostatic valve and/or any damages which may be directly or indirectly related thereto.
- C. Start pool fill. Owners are responsible for turning off the pool when the pool is completely full and to the top of the waterline tile.
- D. Install diving boards, ladders, handrails, lifeguard chairs, skimmer lids, and safety rope.
- E. Place filtration and chlorination system in operation and check for proper operation. The owner is responsible for any needed repair.
- F. Clean bathhouse and pool area.
- G. Schedule and be present at any local or state health department pre-opening inspections that may be required.
- H. Remove pool cover(s) and store at owner's facility. Any additional equipment or vehicle required to maneuver pool cover(s) will be charged back to the owner.

SECTION III. OWNERS RESPONSIBILITY

If the owner elects to ready pool by supplying any or all required equipment or performing needed repairs, said repairs must be completed and equipment must be provided by May 1.

The owner will be responsible for the following items by May 1, unless otherwise noted, to prepare and stage the swimming pool facility for opening:

- A. Provide contractor with a copy of any health department violations.



Paradise Pool Service, LLC

- B. Remove trash from the pool area after cleaning is completed.
- C. Provide contractor with three (3) set of keys to the pool facilities. Keys cut by contractor will be billed back to the owner.
- D. Prepare bathhouse for use:
 - i. Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile or dry wall, etc. Provide soap, towel, and toilet tissue dispensers at all fixtures as needed.
 - ii. Complete any needed plumbing repairs. Hot water heaters must be operational to pass opening inspection.
 - iii. Paint interior and exterior of bathhouse if required.
 - iv. Inspect electrical system and repair as required. Supply and install light bulbs as required.
 - v. Provide working locks on all doors, gates, and windows; and provide contractor with keys.
 - vi. Ensure all fencing meets local codes and prevents unauthorized entry into the pool area. Repair and maintain as necessary.
- E. The owner shall provide in good working condition all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water dividing ropes, elevated guard station(s), first aid kit, and a lifeguard umbrella for each guard station.
- F. Complete any required repairs inside pool area such as concrete deck, caulking, area lights, drinking fountain, etc.
- G. In the event owners' repairs are not completed at the time of the scheduled health inspection and pool does not pass because of uncompleted owner repairs, the owner will then be responsible in re-scheduling the inspection and be present for any additional inspections and any related costs or fees.
- H. Supply free, adequate parking for pool personnel.
- I. Provide all members with a pool pass or adequate method of entry.
- J. Provide the contractor with a copy of its premise liability insurance policy providing coverage for the subject premises, including the pool area. The owners' liability insurance coverage shall be primary as between owner and contractor.
- K. Provide contractor with First Aid equipment including minimum requirements in accordance with the local health department requirements. First Aid supplies not provided and required shall be obtained by the contractor and billed back to the owners.
- L. Contractor cannot guarantee opening if this agreement is not signed by May 1.
- M. The owner will provide and pay for an operational telephone that must be available for the pool personnel to contact 911 in the event of an emergency.



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- N. The owner will provide water, electricity, and gas (if required) for the operation of the swimming pool and facility.
- O. The owner will procure and provide hand sanitizer, disinfectant, towels, brushes, and sponges to clean and maintain surfaces clean and disinfected.
- P. The owner will provide pool patron and guest sign in sheets.
- Q. Owner will provide hand sanitizer and disinfectant for the sanitation periods.

SECTION IV. Lifeguard Personnel

Contractor represents and warrants that it has sufficient lifeguard staff to provide the services that OWNER has described are required for the 2019 season. All lifeguard and pool management personnel providing service under this agreement will be employed solely by contractor. Contractor will be responsible for paying all wages, employment taxes, workmen's compensation premiums and all other taxes associated with the employment of these personnel. Contractor will have the sole discretion as to the selection and working schedules of their employees.

Lifeguards are certified in accordance with industry standard lifeguarding guidelines. Contractor will ensure compliance with local and state regulatory requirements regarding personnel managing the pool. All staff will be trained by contractor regarding health department requirements, facilities and equipment operation, maintenance, and facility rules. All staff will be required by contractor to wear uniform swim attire with lifeguard identification.

When appropriate staff is available, contractor will conduct swimming lessons at the owner's request and prior approval. The instruction will be provided privately or in minimum groups of four students and will not interfere with normal pool operations. Additionally, where there is demand and adequate personnel, contractor will conduct approved lifeguarding courses.

When appropriate staff is available, contractor will provide proposals for personnel to work pool parties at the request of the owner. Such services will be billed separate to the owner at a preauthorized agreed price.

If requested by the owner, and staff is available, contractor will operate the pool for additional weeks or weekends outside the specified season under a separate agreement at a preauthorized agreed price.

SECTION V. SUPERVISION

Contractor agrees to conduct a minimum of three (3) pool inspections per week. Contractor will make any recommendations to owner that are deemed relevant and appropriate for a safer and more efficient or beneficial operation of the swimming pool.



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SECTION VI. DAILY MAINTENANCE AND OPERATION

- A. Maintain proper filter operation by backwashing and/or cleaning pump strainer as required.
- B. Maintain water quality in conformance with required standards.
- C. Maintain required health department records.
- D. Clean bathrooms and pool office daily.
- E. Clean inside swimming pool area enclosure daily.
- F. Vacuum pool bottom, clean waterline tiles, and skimmer baskets daily.
- G. Owner and contractor agree that contractor is not responsible for any losses or damages caused when the swimming pool is not open, by those acts or omissions of third parties over whom the contractor has no control.

SECTION VII. CHEMICALS, SUPPLIES, AND MATERIALS

Contractor will order chlorine, muriatic acid, and soda ash necessary to maintain water quality standards as prescribed by local or state health departments. The cost for these chemicals will be the responsibility of the contractor.

Water balancing chemicals to maintain total alkalinity and calcium hardness are included in this swimming pool service agreement and the costs for these chemicals will be the responsibility of the contractor.

Special chemicals such as algaecide, enzyme stain control, phosphate free, foam out, clarifier, floc agent, granular chlorine, and/or other chemicals not directly associated with adjusting total alkalinity or calcium hardness are available and if used will be billed to the owner separately as needed.

SECTION VIII. CLOSING AND WINTERIZATION

The contractor agrees to close pool upon termination of the previous stated operating season and to winterize the swimming pool facility by performing the following services:

- A. Disconnecting piping at fixtures as required and drain all piping which can be drained.
- B. Add anti-freeze to toilet bowls and tanks, urinals, and sink traps.
- C. Remove and store in compound the pool ladders, handrails, lifeguard chairs, safety rope, and diving board(s).
- D. Drain pool 12" to 18" below the waterline tile. Owner is responsible to make sure the water level is below the waterline tile during the winter months.
- E. Open all valves in filter room which require opening.
- F. Backwash and drain filter tank and filter piping.
- G. Uncover and drain the hair and lint strainer.
- H. Inspect all visible plumbing. Contractor is not responsible for any freeze damages.
- I. Owner is responsible for turning off the main water supply of the swimming pool facility.



Paradise Pool Service, LLC

- J. Store chlorinators, chemical feeders, and flow meters on premises.
- K. Store all pool deck furniture in the bathhouse.
- L. Store pool maintenance, testing equipment, and supplies on premises.
- M. On completion of pool closing, contractor will notify owner.
- N. Submit to the owner a detailed inspection report covering condition of pool facility and related equipment.
- O. Secure pool cover(s) if applicable.

SECTION IX. INSURANCE

The contractor shall, for itself and its subcontractors, agents, and employees carry liability and personal injury insurance with a reputable insurance company, licensed to do business in the Commonwealth of Virginia. The amount of such insurance liability coverage regarding liability for damage to property shall be at least \$1,000,000 and regarding liability due to injury or death of a person shall be at least \$3,000,000. The contractor shall furnish a valid certificate to the owner evidencing this insurance prior to commencing any work to be performed under the agreement. The insurance shall remain in effect during the entire term of the agreement and the certificate of insurance shall specify that the owner shall be immediately notified upon cancellation or other termination of said insurance. Insurance coverage will include liability to cover bodily injury and/or property damage directly due to our negligence or negligence by our agents or our employees, within the enclosed area of the pool, during pool hours. It is understood that except for our negligence, or negligence by our agents or employees, we will not be liable or responsible to any person or firm because of use of the pool or its facilities. Contractor will be exempt from liability due to faulty construction, defective workmanship by others, or circumstances beyond our control. We shall not be responsible for hydrostatic damage to pool structure.

Owner shall maintain general liability insurance policy evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises including the pool area in amounts and coverage equal or greater than contractor's limits. Owner will provide to contractor a certificate of insurance evidencing the coverage naming contractor as an additional insured.

Owner agrees to inform contractor of any activities conducted at the pool during hours not listed in the specifications and organized activities during hours specified in the specifications. Unless expressly agreed otherwise, the owner shall be liable for insurance coverage during such activities. Owner agrees to and does hereby indemnify contractor and save it harmless and shall defend it from and against any and all claims, damages, liability and judgements in connection with personal injury and/or damage to property arising from or out of maintenance, operations or use by the owner and/or its agents, servants,



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employees, invitee's and licenses 1) outside the hours listed in the specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers, except those caused by the intentionally wrongful acts by contractor or its employees while on the owners premises.

SECTION X. TERMINATION AND SUSPENSION

A. By Contractor:

Contractor reserves the right to suspend service temporarily or to terminate this agreement for cause immediately in the event of:

- 1) Owner's non-compliance with the terms outlined in the agreement.
- 2) Owner's failure to pay monies owed to contractor when due.
- 3) Owner fails to maintain a safe environment for personnel and/or patrons.

Contractor may terminate this agreement without cause provided written notice is delivered to owner thirty (30) days prior to termination date. In this case, contractor will invoice owner for hours worked or pay a refund promptly for any pre-paid hours not worked.

B. By Owner:

Owner may terminate this agreement for cause provided written notice of the deficiency is delivered to contractor and contractor has failed to correct such deficiency to owner's satisfaction within a 72-hour cure period following the date of notification. Failure to correct the deficiencies within the cure period will result in immediate termination of this agreement. A repeated violation of any deficiency specified in such notice at any time following the said 72 – hour notice shall be grounds for immediate termination for cause without requiring a further notice and opportunity to correct. Owner shall be responsible to pay all remaining non-contract invoices in addition to a prorated portion of the "Compensation to Contractor" based upon the number of days services were provided.

Owner may terminate this agreement without cause provided written notice is delivered to contractor thirty (30) days prior to termination date. Contractor invests a significant amount of time and money to provide our clients with highly trained professional, technical and lifeguard staff. Our investment begins on the contract date as we launch a concerted recruiting effort to train and recruit the best possible staff to deliver a turn-key solution to meet our clients' needs during their pool operation season. In the case where our client chooses to prematurely terminate our agreement much of the costs associated with managing the facility have already been incurred by contractor. As a result, contractor requires our clients choosing to terminate the agreement without cause to pay the full remaining unpaid balance of "Compensation to Contractor" immediately upon providing termination notice to contractor. For multi-year agreements, the unpaid balance will only include amounts to have been paid in the current calendar year.



Paradise Pool Service, LLC

Upon termination or suspension by either party, owner agrees to assume all liability for damages resulting from the use of the pool or the enclosed area of the pool during, before or after pool hours during a suspension period or following termination.

SECTION XI. OTHER

1. When we provide supplies or services outside this agreement (such as equipment or repairs) it is understood that said services are separate from this agreement and that such items will be paid by owner upon presentation of an invoice.
2. Owner will provide parking at no cost to pool personnel.
3. Owner assumes full responsibility for administering and issuing pool passes to patrons and will indemnify contractor from any losses arising from improper issuance pool passes to under age or impaired patrons.
4. Owner is responsible for wastewater discharge filings if required by the state. Contractor will not be held liable for any discharge to state water in the case of system failure.
5. In the event minimum wage is increased by any federal or local government agency, then the contract price will be increased. Increase will be calculated as follows: 600 hours per guard times the increase in hourly wage times 112.5% (payroll taxes).
6. In the event fuel or chemical costs increase by more than 10% during the term of this agreement, contractor will have the option to include an additional surcharge on contract installment and service invoices. Owner is obligated to pay all surcharges not to exceed 1% of contract.
7. If the pool is not open by 4:00 PM due to inclement weather, including but not limited to cloud cover, temperatures below 65 degrees Fahrenheit, steady rain, thunder, lightning; the owner shall have the discretion to close the pool for the remainder of the day without credit, set-off, or deduction.
8. Owner agrees to indemnify, reimburse and hold the contractor, its officers, directors, employees, representatives, contractors, and agents harmless from and against any claims, expenses, and related costs, whether direct or indirect, including any attorney's fees and claims arising out of or related in any way to COVID – 19 or the Coronavirus from pool users' and or guests' use of the swimming pool facility.



Paradise Pool Service, LLC

SECTION XII. CONTRACT PROVISIONS

The owner and contractor have reviewed and agreed to the twelve (12) sections and nine (9) pages included in this swimming pool management agreement.

OWNER:

Print Name

Signature

Date

Address

CONTRACTOR:

Print Name

Signature

Date

Address



Paradise Pool Service, LLC

SECTION I. GENERAL SPECIFICATIONS

CONTRACTOR: Paradise Pool Service, LLC 3131 Draper Drive Suite A Fairfax, VA 22030	Pool Name & Address: Cameron Station C.A. 200 Cameron Station Blvd Alexandria, VA 22304	OWNER/AGENT: Community Association Management Professionals (CAMP) 4114 Legato Road, Suite 200 Fairfax, VA 22033
Pool Open Date: Saturday May 29, 2021 Pool Close Date: Monday September 6, 2021 Holidays: 05/31/2021, 07/04/2021 and 09/06/2021 School Hours: N/A Total Operation Hours per Week: 49 Total Operation Hours while school in session: 49		Pool Hours: Sunday 10:00 AM – 5:00 PM Monday 12:00 PM – 7:00 PM Tuesday 7:00 AM – 2:00 PM Wednesday 12:00 PM – 7:00 PM Thursday 7:00 AM – 2:00 PM Friday 12:00 PM – 7:00 PM Saturday 10:00 AM – 5:00 PM Holidays 10:00 AM – 5:00 PM
<u>Personnel</u> Number of Lifeguards on Weekdays: Three (3) lifeguards on duty at all times. Number of Lifeguards on Weekends: Three (3) lifeguards on duty at all times. Number of Lifeguards on Holidays: Three (3) lifeguards on duty at all times. Total Staff Hours per Week/No School: 168 total staff hours per week (includes 30 min early time to test and adjust water chemistry and prepare for opening). Price for Additional Lifeguard Coverage: \$35 per hour per Pool Operator and \$25 per hour per lifeguard *One of the lifeguards on duty shall be a Certified Pool Operator at all times. **The Cameron Station Community Association RFP is hereby entered into and made part of this swimming pool management agreement.		
<u>Compensation to Contractor</u> Total Contract Price: \$56,830		\$8,122 Due at Signing \$0.00 Due February 1, 2021 \$8,118 Due March 1, 2021 \$8,118 Due April 1, 2021 \$8,118 Due May 1, 2021 \$8,118 Due June 1, 2021 \$8,118 Due July 1, 2021 \$8,118 Due August 1, 2021 \$56,830 Total Contract Price



Paradise Pool Service, LLC

SECTION I. GENERAL SPECIFICATIONS

CONTRACTOR: Paradise Pool Service, LLC 3131 Draper Drive Suite A Fairfax, VA 22030	Pool Name & Address: Cameron Station C.A. 200 Cameron Station Blvd Alexandria, VA 22304	OWNER/AGENT: Community Association Management Professionals (CAMP) 4114 Legato Road, Suite 200 Fairfax, VA 22033
Pool Open Date: Saturday May 29, 2021 Pool Close Date: Monday September 6, 2021 Holidays: 05/31/2021, 07/04/2021 and 09/06/2021 School Hours: N/A Total Operation Hours per Week: 70 Total Operation Hours while school in session: 70		Pool Hours: Sunday 10:00 AM – 8:00 PM Monday 10:00 AM – 8:00 PM Tuesday 10:00 AM – 8:00 PM Wednesday 10:00 AM – 8:00 PM Thursday 10:00 AM – 8:00 PM Friday 10:00 AM – 8:00 PM Saturday 10:00 AM – 8:00 PM Holidays 10:00 AM – 8:00 PM
Personnel Number of Lifeguards on Weekdays: Three (3) lifeguards on duty at all times. Number of Lifeguards on Weekends: Three (3) lifeguards on duty at all times. Number of Lifeguards on Holidays: Three (3) lifeguards on duty at all times. Total Staff Hours per Week/No School: 231 total staff hours per week (includes 60 min early time to test and adjust water chemistry and prepare for opening). Price for Additional Lifeguard Coverage: \$35 per hour per Pool Operator and \$25 per hour per lifeguard *One of the lifeguards on duty shall be a Certified Pool Operator at all times. **The Cameron Station Community Association RFP is hereby entered into and made part of this swimming pool management agreement. ***Includes Early Morning Swim from June 1 through September 3 from 6am to 8am with one lifeguard/pool operator on duty.		
Compensation to Contractor Total Contract Price: \$74,910		\$10,701 Due at Signing \$0.00 Due February 1, 2021 \$10,701.50 Due March 1, 2021 \$10,701.50 Due April 1, 2021 \$10,701.50 Due May 1, 2021 \$10,701.50 Due June 1, 2021 \$10,701.50 Due July 1, 2021 \$10,701.50 Due August 1, 2021 \$74,910 Total Contract Price



The Premier Difference

♦ **Our Team:**

- **Jeff Gromada, Owner and President:** Jeff started Premier Aquatics in 1998, and has over 30 years of experience in the industry
- **Mark Raeder, Vice President:** Mark began working for Premier Aquatics in 1998, and has over 25 years of experience in the industry
- **Lyon Fisher, General Manager:** Lyon began working at Premier Aquatics in the early months of 2016, and has over 25 years of experience in the industry
- **Marko Pejicic, Regional Manager:** Marko began working for Premier Aquatics in June of 2013, and has close to 11 years of experience in the industry

♦ **Our Mission:**

Since 1998, our goal in business is to provide quality products, superior service and unsurpassed management to commercial and residential pool and spa facilities in the Washington Metropolitan Area. We expect to achieve this goal through personal commitment to our clients and our business. To maintain a preeminent position in the industry, Premier Aquatics will constantly explore and implement any new technologies and services that are necessary to stay ahead of the competition. Our years of experience and knowledge in both service and management industries will prove to give us a competitive edge.

♦ **Our Philosophy:**

- We believe in controlled growth – we will only take on what we can handle, and our references can verify that.
- Excellent product and service knowledge throughout all levels of our management team
- Personalized service – no corporate anonymity
- Premier Aquatics is a referral-based company

♦ **Low Supervisor to Pool Ratio:**

- No more than 10 pools per area supervisor
- No more than 30 pools per Regional Manager
- Pool facility inspection- minimum of two per week on tablets that are geo-fenced to location
- Company policy is that all new staff must be met at the facility prior to working a shift to ensure all rules, policies and procedures are understood and adhered to.

♦ **Certified/Qualified Premier Staff:**

- Safety is our number one concern for our staff and patrons
- All staff are certified in Lifeguarding, CPR, First-Aid and Pool Operators (this includes all Lifeguards, Area Supervisors, Regional Managers, and Executive Level Leadership).
- Pool Managers are trained through our own Certified Pool Operator course which is recognized and accepted by all local municipalities in which we provide service.
- In-Service training for staff – Occurs weekly to keep skills and knowledge at peak levels
- We use an in-house safety inspector to inspect our facilities during the season for any safety concerns (this service includes having our staff perform CPR scenarios, backboard rescues, lifeguarding skills, and is performed on both unannounced and scheduled inspection/training environments).
- Automated employee Clock-in/Clock-out system – multiple levels of management receive text alerts immediately if a lifeguard has not showed up to a facility on time.

♦ **Fantastic Communication:**

- Rapid response time – All staff have cell phones for email and phone communication
- Office is open full-time on weekdays and weekends to respond to emergencies
- Automated phone system for after hour response without answering service:
 - When you leave a message for anyone at our office, our phone system will immediately contact the person for whom you left the message, or for whomever is covering, should that person have a day off
 - All messages are continuously sent until they are retrieved.



The Premier Difference!

♦ **Smaller Pool Management Company:**

- We believe in **controlled growth** – we will only take on what we can handle, and our references can verify that.
- Our owner is involved in all daily operations
- Excellent product and service knowledge throughout all levels of our management team
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- We use an **in-house safety officer** to inspect our facilities during the season for any safety concerns (this service includes having our staff perform CPR scenarios, backboard rescues, lifeguarding skills, and is performed on both unannounced and scheduled inspection/training environments).
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6184 Old Franconia Road Alexandria, Virginia 22310

Office: (703) 373-0350 Fax: (703) 373-0354 <http://www.premieraquatics.com>

2021 Swimming Pool Management Agreement

SECTION 1:

POOL NAME & ADDRESS:

Cameron Station Community Association Option II
200 Cameron Station Blvd
Alexandria, Virginia 22304

OWNER/AGENT:

Janeva Sharps
Phone: 703-567-4881
jsharps@gocampmgmt.com

SECTION 2:

SEASON DATES & FACILITY HOURS:

Season Opens: May 29, 2021
Season Closes: September 06, 2021
Monday: 10:00 am to 08:00 pm
Tuesday: 10:00 am to 08:00 pm
Wednesday: 10:00 am to 08:00 pm
Thursday: 10:00 am to 08:00 pm
Friday: 10:00 am to 08:00 pm
Saturday: 10:00 am to 08:00 pm
Sunday: 10:00 am to 08:00 pm
Holiday: 10:00 am to 08:00 pm
School: 10:00 am to 08:00 pm

PERSONNEL:

Regular Operation Schedule

Total Staff Man Hours: 235.5 hrs per week
Total Open Hours: 70 hrs per week

School Operation Schedule

Total Staff Man Hours: 235.5 hrs per week
Total Open Hours: 70 hrs per week

SECTION 3:

COMPENSATION TO CONTRACTOR & PAYMENT SCHEDULE:

OWNER agrees to pay CONTRACTOR the total amount of: **\$80,000.00**

OWNER agrees to pay CONTRACTOR **ten percent (10%)** upon execution of the contract (Pre-payment).

The payments shall be due on the following dates:

Pre-payment:	\$8,000.00		
1-Jan-2021	\$0.00	1-Jul-2021	\$20,000.00
1-Feb-2021	\$0.00	1-Aug-2021	\$8,000.00
1-Mar-2021	\$0.00	1-Sep-2021	\$0.00
1-Apr-2021	\$8,000.00	1-Oct-2021	\$0.00
1-May-2021	\$16,000.00	1-Nov-2021	\$0.00
1-Jun-2021	\$20,000.00	1-Dec-2021	\$0.00

SPECIAL NOTES:

Contract will renew for 2022 at a cost of (\$81,600.00) Initials: _____

Contract will renew for 2023 at a cost of (\$83,200.00) Initials: _____

There will be (3) fully certified lifeguards on duty at all times. (1) lifeguard will arrive at 5:45am on weekdays for early morning lap swim (6:00am - 8:00am), and will continue working at facility until pool opens at 10 am to continue shift. Lifeguards to arrive 30 minutes prior to opening on weekends for cleaning purposes. Contract includes chlorine and pH chemicals, water balancing chemicals, shock, first aid kit, janitorial supplies, test kit / reagents, winter algaecide, motor pull, health permit and Electrical inspection. Covid-19 policy will be discussed and agreed upon by Owner and Contractor. Cost for additional weekends (notice by 8/1) outside of contracted dates : \$1800.00 per weekend.

ACCEPTED: Owner/Agent	Premier Aquatics
By: _____	By: Mark Raeder
Date: _____	Date: 11/09/2020
Signature: _____	Signature: <i>Mark Raeder</i>

This agreement is only valid if accompanied by Section 4 through 18 of the Pool Management Agreement.

SECTION 4 – OPENING POOL & BASIC SERVICES

The CONTRACTOR (unless beyond its control) will prepare the swimming pool and facilities for summer operation by completing the following routine basic services:

- A. Inspect the pool(s), its premises, and plumbing
- B. Re-assemble bathhouse and pool fresh water system and advise OWNER of any needed repairs
- C. Drain the pool and remove the pool cover (If CONTRACTOR is asked to store the cover off-site, there will be a fee of \$600.00 to the OWNER)
- D. Remove debris from pool and acid clean (if required); Note: If water quality is poor from winter months there may be an additional cost to OWNER for additional chemicals needed to clean pool(s) at a cost up to \$500.00. Contractor is not responsible for damage to any swimming pool or deck that may arise from hydrostatic pressure.
- E. Check all equipment and facilities; advise OWNER of needed repair(s) prior to fill
- F. Fill pool, inspect circulation and filtration system
- G. Properly store and utilize required chemicals
- H. Install diving boards, ladders, guard chairs and safety ropes
 - I. Place filtration and chlorination system in operation
- J. Check system for proper operation and advise OWNER of needed repair(s)
- K. Prepare bathhouse facility for use
- L. Check previous year's inventory (if available)
- M. Cooperate with any contractors in preparing pool for operation
- N. Backwash and vacuum pool
- O. Schedule and be present for any required local or state Health Department Standard
- P. Arrange and clean pool furniture. OWNER to provide cleaning chemicals. If the storage location of the pool furniture is outside of pool premises, there will be an additional charge of \$500.00 to move the furniture to pool area.
- Q. Contractor will apply for and obtain all health permits, electrical permits and fire permits, excluding health permits for pools located in Washington, DC. If Owner prefers to obtain these permits, Owner must notify Contractor in writing by March 1st. Contractor will invoice Owner cost of health and fire permits plus a processing fee of \$95.00 unless these permit fees are included in this contract as stated in Section 3 of this contract. Electrical inspections will be invoiced at a cost of \$375.00 per main pool, and \$100.00 for each additional body of water (wading pool, spa, lap pool, etc.) unless permit fee is included in this contract as stated in Section 3 of this contract. Owner agrees to authorize repairs up to \$250.00 to pass electrical inspection to avoid a re-inspection fee. Any facility that needs extensive repairs to pass electrical inspection over the \$250.00 allowance will be subject to a re-inspection fee of \$225.00. Any electrical repairs over \$250.00 will be sent to owner for approval. Electrical inspections required in the city of Falls Church, City of Fairfax, and Town of Herndon are subject to additional fees up to \$1,000.00 to obtain electrical permit.

The OWNER will be responsible for the following items by March 1st:

- A. Provide CONTRACTOR with copies of any Health Department notices of violation(s) promptly when received by OWNER
- B. Provide CONTRACTOR with four (4) sets of keys to the pool enclosure and facilities (yearly). Keys cut by CONTRACTOR will be billed to the OWNER
- C. Provide CONTRACTOR with adequate receptacles at the pool to contain debris and have receptacles removed from the pool area after cleaning is completed
- D. Prepare the bathhouse for use:
 - a. Complete all building repairs: broken windows or doors, toilet partitions, drywall, etc.
 - b. Provide soap, towels, tissue and other consumable supplies as needed
 - c. Complete any needed plumbing repairs. Hot water heaters must be made operational to pass pre-opening inspection
 - d. Paint interior and exterior of bathhouse (if required)
 - e. Inspect the electrical system, repair the system as required; supply and install all light bulbs as needed
 - f. Provide working locks on all doors, gates and windows
 - g. Turn on fresh water to bathhouse
- E. Have telephone hooked up for use by April 1st (phone must be within enclosure and comply with Local Health

Department swimming pool health code). If the owner does not supply a phone that can call non emergency, Premier Aquatics will supply a cell phone for the facility at a cost of \$300.00 for the summer.

- F. Hard wired telephone indemnity: A hard wired phone line must be at pool in order to ensure communications are available in the event of an emergency and 911 needs to be called. The use of cellular phones is subject to failure caused by poor signals and can be routed to the wrong 911 operator, which can cause delays. Portable non hard wired phones are subject to failure due to poor signals or malfunctioning batteries. If Owner fails to provide a hard wired telephone line, Owner will indemnify and save harmless the Contractor from liability for any damage or loss of any type which may arise as a result of any type of failure associated with the telephone provided or supplied by the owner. Owner agrees to defend Contractor against any claims brought or actions filed against the Contractor with respect to the subject of this indemnity.
- G. OWNER must place a block for long distance on all telephones in pool area. OWNER IS RESPONSIBLE FOR ANY AND ALL TELEPHONE CHARGES, FEE, TAXES, ETC)
- H. Complete any needed repairs inside pool enclosure, such as concrete deck, caulking, area lights, drinking fountains, etc.
- I. Supply adequate FREE parking for pool personnel
- J. Provide all members with a pool pass or an adequate method of entry to pool facility
- K. Provide CONTRACTOR with complete set of written rules by May 1st or four weeks prior to opening day
- L. Perform or furnish within a reasonable time anything else necessary to pool opening which CONTRACTOR has not agreed to provide

SECTION 5 – MAINTENANCE OF POOL

A daily inspection will be made of the pool to inspect and clean facilities. The CONTRACTOR will be responsible for the following:

- A. Maintaining water quality, in conformance with the Health Department required standards
- B. Maintain proper filter operation by backwashing, cleaning cartridges and/or cleaning pump strainer as required
- C. Operate pool in accordance with recognized safety rules and enforcement of OWNER's written rules
- D. Cooperate with OWNER in obtaining necessary permits from local Health Departments and other regulatory bodies, with OWNER responsible for securing permit and payment of all fees incurred
- E. Clean bathhouse, pool deck and pool office as required and if time is available
- F. Vacuum pool and general cleaning of surrounding pool area
- G. Secure facility nightly by performing duties required for closing and to ready pool for the following day
- H. CONTRACTOR is not responsible for any swimming pool(s) that overflow due to fill lines connected to filter system (in-line fill lines). This includes water bills, landscaping, rooms below, parking garages, etc.

SECTION 6 – CHEMICALS

The CONTRACTOR will order chemicals necessary to adjust the chlorine and pH levels in the pool. Payment for these chemicals shall be the sole responsibility of the CONTRACTOR (unless otherwise stated). Any chemicals needed to adjust cyanuric acid level, total alkalinity and calcium hardness of the water (i.e. Sodium Bicarbonate, Cyanuric Acid and Calcium Chloride) or any reagents needed to test the water (i.e. DPD tablets/liquid, phenol red tablets/liquid) shall be the sole responsibility of the OWNER. The OWNER understands that the standard chemicals used by CONTRACTOR and most other pool operators are likely to discolor or otherwise adversely affect any carpeted surfaces over which they are delivered, moved or stored. CONTRACTOR disclaims all responsibility of damages to carpet caused by standard chemicals.

If a significant leak is detected in a swimming pool and the Owner does not fix the leak, the Contractor may bill the following amounts per month: \$500.00 per month for all pools up to 100,000 gallons, \$750.00 per month for all pools 100,001 to 200,000 gallons, and \$1,000 per month for all pools 200,001 to 300,000 gallons. All wading pools and spas will be billed \$250.00 per month for additional chemicals if leaking.

SECTION 7 – SUPPLIES & MATERIALS

Supplies such as soap, brushes, paper products, cleaners, disinfectant, first-aid equipment/supplies, water test kit

reagents, cleaning equipment and other expendable items needed the operation of the pool shall be the sole responsibility of the OWNER.

SECTION 8 – PERSONNEL

- A. All personnel, except as otherwise provided, employed by the CONTRACTOR for work under this agreement shall be employed solely by the CONTRACTOR and will be employees of the CONTRACTOR. The CONTRACTOR will be responsible for paying these employees and shall pay all Social Security, Workman's Compensation and other taxes incident to the work of said employees.
- B. All lifeguards employed by the CONTRACTOR shall have proper Red Cross Basic Lifeguarding, Lifeguard Training or equivalent certification, and CPR (if required). The management personnel shall, in addition, be certified or licensed pool operators. The CONTRACTOR will provide a training program for each employee, which will include instruction and review in the following areas: Swimming pool rules, facilities and equipment operation and maintenance, local Health Department requirements (including water quality standards), lifeguard standards, required conduct and professional techniques.
- C. In the event Premier Aquatics is not the pool management company, OWNER agrees to not hire or have any other Contractor hire, any personnel that are employed by Premier Aquatics for a period of three (3) years after the contract expires between OWNER and CONTRACTOR.
- D. The CONTRACTOR, if requested by the OWNER, shall supply additional personnel at a fee of \$35 per hour (per lifeguard) for Virginia facilities for each lifeguard. \$40.00 per hour (per lifeguard) will be billed for Maryland and DC facilities.
- E. If the pool is scheduled to close one day per week and in the event that a Holiday falls on that day, the pool will be opened for the Holiday and closed the following day. If the July 4th Holiday falls on a weekend day (Saturday or Sunday), the pool will be open the Holiday hours on that day. If the OWNER wants to extend the Holiday hours on the Friday prior to the Holiday or Monday following the Holiday, there is an additional cost to the OWNER if the daily hours are more than the regular contracted hours.
- F. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during non-operating hours. The OWNER shall be liable for payment of any lifeguards and/or insurance during such activities. The OWNER shall assume sole liability for any function held at the pool in which alcohol is available. CONTRACTOR is not responsible for and shall have a complete defense against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out contractor and/or trespassers.'
- G. OWNER agrees to pay for a minimum of two (2) lifeguards on duty during all swim team meets, practices, pool parties, etc. CONTRACTOR must be notified two (2) weeks prior to any events outside of contract.
- H. For multi-guard facilities, Contractor reserves the right to adjust staffing coverage based on batherload, weather, and other factors that influence lifeguard coverage. If more man hours are needed as specified in Section 2 of the contract, Owner will be contacted for approval.

SECTION 9 – POOL INSTRUCTION

The CONTRACTOR may conduct swimming and diving lessons, taught by qualified personnel, for a fee, subject to the approval of the OWNER. Such instruction may be offered privately or in groups and will not interfere with the regular pool operation. Fee for the above mentioned instruction shall be mutually agreeable to CONTRACTOR and OWNER.

SECTION 10 – SUPERVISORY AGREEMENT

The CONTRACTOR agrees to conduct a minimum of two (2) written inspections per week of the pool facility, the related equipment and facilities and the performance of CONTRACTOR provided personnel. The CONTRACTOR will act as a consultant with the OWNER representative and meet with him/her periodically to discuss pool operation and any related matters.

SECTION 11 – EMERGENCY CLOSING OF POOL

The OWNER and/or CONTRACTOR may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside the CONTRACTOR's control or during inclement weather; this shall not require any change or adjustment in any of the provisions of this agreement. Should the pool close for a

period of more than ten (10) consecutive days because of mechanical failure, the necessity of extensive repairs, the elements by order of any local or state regulatory body for any reason outside of the CONTRACTOR's control and responsibility, or the CONTRACTOR shall refund fifty percent (50%) of the daily operating cost from the tenth day of closure until the pool is re-opened for normal operation. The daily operating cost is to be computed at one percent (1%) of the total contract cost.

The swimming pool facility will be closed if the forecasted or actual ambient temperature is 69 degrees or less. If the swimming pool facility is not open by 4pm, due to inclement weather, the facility will remain closed for the rest of the day. In the event that inclement weather arrives 6pm or later, the facility will close for the remainder of the evening. Contractor will make attempt to notify owner of any pool closing, but Contractor reserves the right to close the pool. There is no credit or refund for a pool closing due to inclement weather.

Contractor shall have the right to reduce the number of personnel hours provided per day in the event of inclement weather, without any adjustment in compensation due to Contractor according to Section 3.

SECTION 12 – INSURANCE, LIABILITY & EXCLUSIONS

- A. The CONTRACTOR shall maintain Public Liability Insurance from as insurance company of national reputation in the amount of at least \$10,000,000.00. Liability to cover bodily and/or property damage directly due to the negligence of CONTRACTOR, his agents, or his employees, including loss of life that may be sustained by any patron or guest within the enclosed area of the pool during pool hours. It is understood that except for negligence of the CONTRACTOR, his agents, or his employees, the CONTRACTOR will not be liable or responsible to any person or firm as a result of the use of the pool within the enclosed area of the pool during pool hours. The CONTRACTOR will be exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, defective workmanship or circumstances beyond the CONTRACTOR's control. CONTRACTOR shall not be responsible for hydrostatic damage.
- B. A certificate of insurance will be sent to the OWNER prior to beginning of the period covered by this Agreement
- C. CONTRACTOR shall maintain Workmen's Compensation Insurance in accordance with State requirements
- D. CONTRACTOR WILL STRICTLY PROHIBIT CONSUMPTION OF ALL ALCOHOLIC BEVERAGES EXCEPT TO THE EXTENT SPECIFICALLY AUTHORIZED BY THE OWNER IN WRITING. OWNER SHALL BE RESPONSIBLE FOR MAKING POOL PATRONS AWARE OF ITS ALCOHOL POLICY BY POSTING PROMINENT SIGNS OR IN SOME OTHER REASONABLE FASHION. If OWNER authorizes consumption of alcohol beverages at or around the pool, the OWNER agrees to and does hereby indemnify and hold the CONTRACTOR harmless for any actions, claims, damages, accidents and incidents arising out or resulting from such consumption and further agrees to pay CONTRACTOR attorney fees and all other costs of defending such claims.
- E. This Agreement does not cover any pool use or operation authorized or permitted by the OWNER outside the hours of operation and management stated in Section 2. Should OWNER desire to authorize or permit use or operation of the pool or the holding of any function after hours of operation, Owner must inform Contractor for the dates and times of events so Contractor can schedule and staff adequate lifeguard coverage. If OWNER decides to not have lifeguard staff for any event or to hire Contractors employees directly, OWNER agrees to pay all such employees directly for their services and agrees to and does hereby indemnify and hold the CONTRACTOR harmless for all claims, injuries or damages of any kind whatsoever, arising out or result in from or connected in any way with such use, operation or function and to pay CONTRACTOR's attorney fees and all other costs of defending such claims.

SECTION 13 – UTILITIES

The OWNER shall provide water, electricity and gas (if required) for the operation of the pool. The OWNER shall provide a coin operated telephone service and shall be solely responsible to pay any charges to such telephone service. If OWNER elects to provide a non-coin operated telephone, CONTRACTOR shall not be responsible for any charges whatsoever, including but not limited to toll charges, long distance, directory assistance, return calls, etc.

SECTION 14 – ADDITIONAL SERVICES & OBLIGATIONS

- A. The CONTRACTOR, if requested by the OWNER, will operate the pool beyond the season opening and closing date if lifeguard staff is available. This request must be approved in writing by July 1st. A written proposal for additional lifeguard coverage will be sent to Owner for approval.
- B. The CONTRACTOR may be responsible for filling out accident report forms and will report such accidents to the OWNER and participating insurance companies within 24 hours of any such accident.
- C. The CONTRACTOR may conduct swimming lessons by qualified instructors with prior approval by OWNER. Such instructions will be offered privately or in groups and will not interfere with regular pool operations. Fees for the above-mentioned lessons are as follows: Group \$100.00 for (8) one-half hour lessons; Private: \$35.00 per one-half hour of instruction.
- D. The CONTRACTOR will advise the OWNER of any needed swimming pool repair(s) or equipment. If requested by the OWNER, the CONTRACTOR will supply equipment or effect repairs upon receiving authorization from further agreed and understood that such repairs are to be paid for without set off and regardless of any claim or dispute under the Contract and that notwithstanding alleged breach of any covenant under this contract that said repairs and equipment bills and invoices are due and payable by the OWNER within 15 days of presentment. OWNER agrees the provisions Section 16-A applies to any bills for such repairs or equipment.
- E. CONTRACTOR, if requested by the OWNER, will obtain all health permits for the pool operation required by local or state regulatory bodies with a \$95.00 processing fee per permit. Payment for permit fees will be the sole responsibility of the OWNER.
- F. Owner will provide CONTRACTOR and CONTRACTOR'S employees with adequate free parking.

SECTION 15 – CLOSING & WINTERIZATION OF POOL

The CONTRACTOR agrees that after the pool closing date as stated herein; it shall perform the following services in connection with closing and winterizing the pool facility.

- A. Drain all pumps that require draining (if possible)
- B. Un-cover and drain hair and lint strainer
- C. Drain all re-circulating and vacuum lines that require draining and are so constructed that they can be drained
- D. Backwash and drain filters (if possible)
- E. Fill all bathhouse fixtures with anti-freeze and drain drinking fountain. Property is responsible for winterizing all electrically powered drinking fountains.
- F. Store all first aid equipment, testing equipment and diving board(s)
- G. Open to ½ maximum all valves that are required to be opened
- H. Secure and store chlorinator
 - I. Drain and store hoses, guard chairs (if possible), ladders and pool furniture (if possible)
- J. Inspect all equipment, visible piping and machinery
- K. Notify OWNER/AGENT on completion of pool closing
- L. Secure and lock pool facility for off season
- M. Submit a list of repair recommendations for the following season
- N. CONTRACTOR will not be responsible for any freeze damage and recommends at Owner's expense to hire a certified plumbing company to inspect the winterization of all fresh water plumbing lines and winterization of water fountains.
- O. CONTRACTOR will not be responsible for any freeze damage when main water cut off is not readily accessible or in an unsecured area.
- P. Install pool cover. Install winter algacide and/or anti-stain at OWNER's request and expense
- Q. Store pool furniture (at location in pool enclosure); if pool furniture is stored off-site, there will be an additional cost of \$500.00 to the OWNER.

SECTION 16 – TIME CLAUSE

- A. This Agreement shall be effective when executed or ratified by both parties.
- B. The CONTRACTOR has the option to void this agreement if it is not signed and returned to him by the OWNER within thirty (30) days after the date of this agreement.

SECTION 17 – COMPENSATION TO CONTRACTOR

- A. There will be a late penalty of five percent (5%) automatically imposed and assessed to OWNER on specified contract payments as stated in Section 3 of this agreement if received more than (5) days after the scheduled contract payment date or any other late invoices, plus Interest at the rate of two percent (2%) per month will be charged on all unpaid balances which are owing beginning thirty (30) days after the date which said payment is due hereunder. Although not required as part of this agreement, Contractor will send invoices out for all contract payments as a reminder that the payment is due. Contractor recommends that the Owner follows the payment schedule as specified in Section 3 to avoid any late fees.
- B. The prepayment of the contract, if applicable, is not refundable for any reason and payment is due upon signing. All prepayment invoices will be billed to Owner by January 1st or when the contract is signed if the contract is signed after January 1st.
- C. Owner agrees to pay all other invoices (repairs, products, chemicals, additional lifeguard services, etc.) within 30 days of the date on the invoice. Any invoice not paid with 30 day grace period will be subject to a 5% late fee.
- D. If it is necessary for CONTRACTOR to turn over collection to any attorney or to file suit against OWNER or OWNER's Agent for overdue amounts. OWNER agrees to pay all costs and reasonable attorney fees. If it is necessary or preferable for CONTRACTOR to refer overdue fees to a collection agency for collection, the OWNER agrees to reimburse CONTRACTOR for any fees or expenses charged by such collection agency.
- E. If paying any invoice by credit card, Owner will be charged a 3% credit card processing fee.
- F. Contractor will invoice Owner for any required membership fees, registration fees, or processing charges for invoices of 3rd party companies that the Owner requires the Contractor to join or use (i.e., Compliance Depot, RMIS, etc.). This amount billed to Owner will be the cost of the service plus \$95.00 processing fee.
- G. In the event the Federal or Local minimum wage is increased between the time of the signing of this contract and its expiration, the OWNER will pay as additional compensation hereunder, that portion of CONTRACTOR's expenses attributable to the CONTRACTOR's employees at the OWNER's pool facility. This amount will be calculated and invoiced to the Owner at an amount calculated at 120% of the minimum wage increase multiplied by the number of man hours for the season. This calculation includes workman's compensation insurance and taxes. Contract includes 2021 minimum wage increase in Virginia. Unless otherwise specified in this contract, future minimum wage increases after 2021 will be invoiced and are not included in this agreement.
- H. In the event that between the effective date of this contract and the closing date of the pool, CONTRACTOR's liability insurance rate increases, the parties agree that the OWNER will pay the additional cost.
- I. The price for the service of CONTRACTOR which are set forth in Section 3 – compensation to contractor & payment schedule – was calculated based upon the number of personnel which OWNER requested be provide as per Section 2 – personnel. In the event the Local Health Department or the liability insurance, requires that CONTRACTOR have more personnel on duty than the number described in Section 2 – personnel, then and in that event, OWNER agrees to pay to CONTRACTOR all of the additional costs it incurs in the employment of such extra personnel, lifeguards, etc. and OWNER further agrees the total amount of compensation and the payment schedule set forth in Section 3 – will be amended accordingly.
- J. It is agreed and understood that CONTRACTOR may terminate this Agreement, upon seven (7) days written notice, in the event the OWNER fails to make any payment due to CONTRACTOR in accordance with the provisions of this Agreement.

SECTION 18 - OTHER PROVISIONS

- A. Owner agrees that it is not a breach of this agreement if Contractor cannot supply services under this agreement by any reason of unanticipated issues, circumstances, or acts beyond Contractor's control, such as immigration and visa issues, any infectious disease or virus (i.e. Covid-19), strike, labor dispute, war, changes in laws or regulations, acts of God, or any other reason that unforeseeably delays, interferes, or limits Contractor's performance of service under this Agreement. In the event the facility does not open, the Owner will receive a credit as specified in Section 11 of this agreement.
- B. Unless expressly noted in the special note section of this contract under Section 3, this contract has been calculated based upon a 101 day season from the Saturday before Memorial Day to Labor Day Monday. If within any calendar year of this agreement, the season calculates to a 108 day period, then the basic contract price set forth in Section 3 shall be increased by an additional 7%.
- C. Amendments, modifications, additions, or deletions to this contract shall only be valid if they are in writing and signed or initialed by authorized representatives of both parties.
- D. In the event that any part of this contract is found to be void, the remaining provisions of this contract shall nonetheless be binding with the same effect as though the void provisions were deleted.

- E. If the event that Owner changes management companies during the course of this agreement, Contractor shall not be encumbered to sign a new agreement with new management company. The original agreement as accepted by both Contractor and Owner shall prevail, and all monies previously agreed to be owed to Contractor for services rendered and to be rendered will still be owed to Contractor.
- F. During routine evaluations of the facility, safety inspectors or Contractor may determine there is a need for additional lifeguard coverage. Owner agrees to be billed at a rate of \$35.00 per man hour for Virginia facilities and \$40.00 per man hour for Maryland and DC facilities to supply additional lifeguard staff. Deferred payment arrangements may be available. If additional lifeguard coverage is not approved by Owner, Contractor may terminate this agreement immediately without notice or will limit the number of patrons and restrict usage in certain areas of the pool facility.
- G. Contractor will not be responsible for any damages to furniture or equipment due to wind, rain, inclement weather, or any acts of nature.
- H. If Owner has a cartridge filter system and the cartridges need to be cleaned more than once per week, Contractor reserves the right to charge an additional service call fee of \$75.00
- I. If a vendor agreement is required for the execution of this contract, the language in this contract body will supersede that of the vendor agreement.

SECTION 19 – MISCELLANEOUS

This Contract embodies the entire understanding between the parties, and there are no additional verbal agreements or representations made in connection herewith.



2021 REFERENCES

Ms. Pam Ward
Property Manager
TWC Management
703-437-5800 ext.104
twcmanage@aol.com

Laura Krauss
Recreation Director
Lake Ridge Association
Phone: (703) 491-2154
lkrauss@lakeridgeva.com

Mr. Kim Hendon
Property Manager
TWC Management
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Owner/President
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Mr. Alex Agostino
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1361office@comcast.net

Kim Williams
Property Manager
Eagles Pointe HOA
703-590-7191
K.Williams@Legumnorman.com

Ms. Susan Miller
Property Manager
Klingbeil, Powell & Alrutz, Inc.
703-532-5005
smiller@kpamgmt.com

Laura Poole
Property Manager
Kincaid Forest HOA
540-751-1888
lpoolesentrymgmt.com

Brook Arcia
Property Manager
The Meadows
703-830-4464
Brooke.themeadows@verizon.net

Shayla Love
Property Manager
Northampton Place Condo
703-379-1576
s.love@cardinalmanagementgroup.com



6184 Old Franconia Road Alexandria, Virginia 22310

Office: (703) 373-0350 Fax: (703) 373-0354 <http://www.premieraquatics.com>

2021 Swimming Pool Management Agreement

SECTION 1:

POOL NAME & ADDRESS:

Cameron Station Community Association (4) lifeguards on
Weekends and Holidays
200 Cameron Station Blvd
Alexandria, Virginia 22304

OWNER/AGENT:

Janeva Sharps
Phone: 703-567-4881
jsharps@gocampmgmt.com

SECTION 2:

SEASON DATES & FACILITY HOURS:

Season Opens: May 29, 2021
Season Closes: September 06, 2021
Monday: 10:30 am to 08:30 pm
Tuesday: 10:30 am to 08:30 pm
Wednesday: 10:30 am to 08:30 pm
Thursday: 10:30 am to 08:30 pm
Friday: 10:30 am to 08:30 pm
Saturday: 10:30 am to 08:30 pm
Sunday: 10:30 am to 08:30 pm
Holiday: 10:30 am to 08:30 pm
School: 10:30 am to 08:30 pm

PERSONNEL:

Regular Operation Schedule

Total Staff Man Hours: 259 hrs per week
Total Open Hours: 70 hrs per week

School Operation Schedule

Total Staff Man Hours: 259 hrs per week
Total Open Hours: 70 hrs per week

SECTION 3:

COMPENSATION TO CONTRACTOR & PAYMENT SCHEDULE:

OWNER agrees to pay CONTRACTOR the total amount of: **\$97,685.00**

OWNER agrees to pay CONTRACTOR **ten percent (10%)** upon execution of the contract (Pre-payment).

The payments shall be due on the following dates:

Pre-payment:	\$9,768.50		
1-Jan-2021	\$0.00	1-Jul-2021	\$24,421.25
1-Feb-2021	\$0.00	1-Aug-2021	\$9,768.50
1-Mar-2021	\$0.00	1-Sep-2021	\$0.00
1-Apr-2021	\$9,768.50	1-Oct-2021	\$0.00
1-May-2021	\$19,537.00	1-Nov-2021	\$0.00
1-Jun-2021	\$24,421.25	1-Dec-2021	\$0.00

SPECIAL NOTES:

Contract will renew for 2022 at a cost of (\$99,485.00) Initials: _____

Contract will renew for 2023 at a cost of (\$101,285.00) Initials: _____

Contract includes addendum "A" as part of the agreement

ACCEPTED: Owner/Agent

Premier Aquatics

By: _____

By: Mark Raeder

Date: _____

Date: 12/01/2020

Signature: _____

Signature: *Mark Raeder*

This agreement is only valid if accompanied by Section 4 through 18 of the Pool Management Agreement.

SECTION 4 – OPENING POOL & BASIC SERVICES

The CONTRACTOR (unless beyond its control) will prepare the swimming pool and facilities for summer operation by completing the following routine basic services:

- A. Inspect the pool(s), its premises, and plumbing
- B. Re-assemble bathhouse and pool fresh water system and advise OWNER of any needed repairs
- C. Drain the pool and remove the pool cover (If CONTRACTOR is asked to store the cover off-site, there will be a fee of \$600.00 to the OWNER)
- D. Remove debris from pool and acid clean (if required); Note: If water quality is poor from winter months there may be an additional cost to OWNER for additional chemicals needed to clean pool(s) at a cost up to \$500.00. Contractor is not responsible for damage to any swimming pool or deck that may arise from hydrostatic pressure.
- E. Check all equipment and facilities; advise OWNER of needed repair(s) prior to fill
- F. Fill pool, inspect circulation and filtration system
- G. Properly store and utilize required chemicals
- H. Install diving boards, ladders, guard chairs and safety ropes
 - I. Place filtration and chlorination system in operation
- J. Check system for proper operation and advise OWNER of needed repair(s)
- K. Prepare bathhouse facility for use
- L. Check previous year's inventory (if available)
- M. Cooperate with any contractors in preparing pool for operation
- N. Backwash and vacuum pool
- O. Schedule and be present for any required local or state Health Department Standard
- P. Arrange and clean pool furniture. OWNER to provide cleaning chemicals. If the storage location of the pool furniture is outside of pool premises, there will be an additional charge of \$500.00 to move the furniture to pool area.
- Q. Contractor will apply for and obtain all health permits, electrical permits and fire permits, excluding health permits for pools located in Washington, DC. If Owner prefers to obtain these permits, Owner must notify Contractor in writing by March 1st. Contractor will invoice Owner cost of health and fire permits plus a processing fee of \$95.00 unless these permit fees are included in this contract as stated in Section 3 of this contract. Electrical inspections will be invoiced at a cost of \$375.00 per main pool, and \$100.00 for each additional body of water (wading pool, spa, lap pool, etc.) unless permit fee is included in this contract as stated in Section 3 of this contract. Owner agrees to authorize repairs up to \$250.00 to pass electrical inspection to avoid a re-inspection fee. Any facility that needs extensive repairs to pass electrical inspection over the \$250.00 allowance will be subject to a re-inspection fee of \$225.00. Any electrical repairs over \$250.00 will be sent to owner for approval. Electrical inspections required in the city of Falls Church, City of Fairfax, and Town of Herndon are subject to additional fees up to \$1,000.00 to obtain electrical permit.

The OWNER will be responsible for the following items by March 1st:

- A. Provide CONTRACTOR with copies of any Health Department notices of violation(s) promptly when received by OWNER
- B. Provide CONTRACTOR with four (4) sets of keys to the pool enclosure and facilities (yearly). Keys cut by CONTRACTOR will be billed to the OWNER
- C. Provide CONTRACTOR with adequate receptacles at the pool to contain debris and have receptacles removed from the pool area after cleaning is completed
- D. Prepare the bathhouse for use:
 - a. Complete all building repairs: broken windows or doors, toilet partitions, drywall, etc.
 - b. Provide soap, towels, tissue and other consumable supplies as needed
 - c. Complete any needed plumbing repairs. Hot water heaters must be made operational to pass pre-opening inspection
 - d. Paint interior and exterior of bathhouse (if required)
 - e. Inspect the electrical system, repair the system as required; supply and install all light bulbs as needed
 - f. Provide working locks on all doors, gates and windows
 - g. Turn on fresh water to bathhouse
- E. Have telephone hooked up for use by April 1st (phone must be within enclosure and comply with Local Health

Department swimming pool health code). If the owner does not supply a phone that can call non emergency, Premier Aquatics will supply a cell phone for the facility at a cost of \$300.00 for the summer.

- F. Hard wired telephone indemnity: A hard wired phone line must be at pool in order to ensure communications are available in the event of an emergency and 911 needs to be called. The use of cellular phones is subject to failure caused by poor signals and can be routed to the wrong 911 operator, which can cause delays. Portable non hard wired phones are subject to failure due to poor signals or malfunctioning batteries. If Owner fails to provide a hard wired telephone line, Owner will indemnify and save harmless the Contractor from liability for any damage or loss of any type which may arise as a result of any type of failure associated with the telephone provided or supplied by the owner. Owner agrees to defend Contractor against any claims brought or actions filed against the Contractor with respect to the subject of this indemnity.
- G. OWNER must place a block for long distance on all telephones in pool area. OWNER IS RESPONSIBLE FOR ANY AND ALL TELEPHONE CHARGES, FEE, TAXES, ETC)
- H. Complete any needed repairs inside pool enclosure, such as concrete deck, caulking, area lights, drinking fountains, etc.
- I. Supply adequate FREE parking for pool personnel
- J. Provide all members with a pool pass or an adequate method of entry to pool facility
- K. Provide CONTRACTOR with complete set of written rules by May 1st or four weeks prior to opening day
- L. Perform or furnish within a reasonable time anything else necessary to pool opening which CONTRACTOR has not agreed to provide

SECTION 5 – MAINTENANCE OF POOL

A daily inspection will be made of the pool to inspect and clean facilities. The CONTRACTOR will be responsible for the following:

- A. Maintaining water quality, in conformance with the Health Department required standards
- B. Maintain proper filter operation by backwashing, cleaning cartridges and/or cleaning pump strainer as required
- C. Operate pool in accordance with recognized safety rules and enforcement of OWNER's written rules
- D. Cooperate with OWNER in obtaining necessary permits from local Health Departments and other regulatory bodies, with OWNER responsible for securing permit and payment of all fees incurred
- E. Clean bathhouse, pool deck and pool office as required and if time is available
- F. Vacuum pool and general cleaning of surrounding pool area
- G. Secure facility nightly by performing duties required for closing and to ready pool for the following day
- H. CONTRACTOR is not responsible for any swimming pool(s) that overflow due to fill lines connected to filter system (in-line fill lines). This includes water bills, landscaping, rooms below, parking garages, etc.

SECTION 6 – CHEMICALS

The CONTRACTOR will order chemicals necessary to adjust the chlorine and pH levels in the pool. Payment for these chemicals shall be the sole responsibility of the CONTRACTOR (unless otherwise stated). Any chemicals needed to adjust cyanuric acid level, total alkalinity and calcium hardness of the water (i.e. Sodium Bicarbonate, Cyanuric Acid and Calcium Chloride) or any reagents needed to test the water (i.e. DPD tablets/liquid, phenol red tablets/liquid) shall be the sole responsibility of the OWNER. The OWNER understands that the standard chemicals used by CONTRACTOR and most other pool operators are likely to discolor or otherwise adversely affect any carpeted surfaces over which they are delivered, moved or stored. CONTRACTOR disclaims all responsibility of damages to carpet caused by standard chemicals.

If a significant leak is detected in a swimming pool and the Owner does not fix the leak, the Contractor may bill the following amounts per month: \$500.00 per month for all pools up to 100,000 gallons, \$750.00 per month for all pools 100,001 to 200,000 gallons, and \$1,000 per month for all pools 200,001 to 300,000 gallons. All wading pools and spas will be billed \$250.00 per month for additional chemicals if leaking.

SECTION 7 – SUPPLIES & MATERIALS

Supplies such as soap, brushes, paper products, cleaners, disinfectant, first-aid equipment/supplies, water test kit

reagents, cleaning equipment and other expendable items needed the operation of the pool shall be the sole responsibility of the OWNER.

SECTION 8 – PERSONNEL

- A. All personnel, except as otherwise provided, employed by the CONTRACTOR for work under this agreement shall be employed solely by the CONTRACTOR and will be employees of the CONTRACTOR. The CONTRACTOR will be responsible for paying these employees and shall pay all Social Security, Workman's Compensation and other taxes incident to the work of said employees.
- B. All lifeguards employed by the CONTRACTOR shall have proper Red Cross Basic Lifeguarding, Lifeguard Training or equivalent certification, and CPR (if required). The management personnel shall, in addition, be certified or licensed pool operators. The CONTRACTOR will provide a training program for each employee, which will include instruction and review in the following areas: Swimming pool rules, facilities and equipment operation and maintenance, local Health Department requirements (including water quality standards), lifeguard standards, required conduct and professional techniques.
- C. In the event Premier Aquatics is not the pool management company, OWNER agrees to not hire or have any other Contractor hire, any personnel that are employed by Premier Aquatics for a period of three (3) years after the contract expires between OWNER and CONTRACTOR.
- D. The CONTRACTOR, if requested by the OWNER, shall supply additional personnel at a fee of \$35 per hour (per lifeguard) for Virginia facilities for each lifeguard. \$40.00 per hour (per lifeguard) will be billed for Maryland and DC facilities.
- E. If the pool is scheduled to close one day per week and in the event that a Holiday falls on that day, the pool will be opened for the Holiday and closed the following day. If the July 4th Holiday falls on a weekend day (Saturday or Sunday), the pool will be open the Holiday hours on that day. If the OWNER wants to extend the Holiday hours on the Friday prior to the Holiday or Monday following the Holiday, there is an additional cost to the OWNER if the daily hours are more than the regular contracted hours.
- F. OWNER agrees to inform CONTRACTOR of any activities conducted at the pool during non-operating hours. The OWNER shall be liable for payment of any lifeguards and/or insurance during such activities. The OWNER shall assume sole liability for any function held at the pool in which alcohol is available. CONTRACTOR is not responsible for and shall have a complete defense against any and all claims, damages, liability and judgments in connection with personal injury and/or damage to property arising from or out contractor and/or trespassers.'
- G. OWNER agrees to pay for a minimum of two (2) lifeguards on duty during all swim team meets, practices, pool parties, etc. CONTRACTOR must be notified two (2) weeks prior to any events outside of contract.
- H. For multi-guard facilities, Contractor reserves the right to adjust staffing coverage based on batherload, weather, and other factors that influence lifeguard coverage. If more man hours are needed as specified in Section 2 of the contract, Owner will be contacted for approval.

SECTION 9 – POOL INSTRUCTION

The CONTRACTOR may conduct swimming and diving lessons, taught by qualified personnel, for a fee, subject to the approval of the OWNER. Such instruction may be offered privately or in groups and will not interfere with the regular pool operation. Fee for the above mentioned instruction shall be mutually agreeable to CONTRACTOR and OWNER.

SECTION 10 – SUPERVISORY AGREEMENT

The CONTRACTOR agrees to conduct a minimum of two (2) written inspections per week of the pool facility, the related equipment and facilities and the performance of CONTRACTOR provided personnel. The CONTRACTOR will act as a consultant with the OWNER representative and meet with him/her periodically to discuss pool operation and any related matters.

SECTION 11 – EMERGENCY CLOSING OF POOL

The OWNER and/or CONTRACTOR may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside the CONTRACTOR's control or during inclement weather; this shall not require any change or adjustment in any of the provisions of this agreement. Should the pool close for a

period of more than ten (10) consecutive days because of mechanical failure, the necessity of extensive repairs, the elements by order of any local or state regulatory body for any reason outside of the CONTRACTOR's control and responsibility, or the CONTRACTOR shall refund fifty percent (50%) of the daily operating cost from the tenth day of closure until the pool is re-opened for normal operation. The daily operating cost is to be computed at one percent (1%) of the total contract cost.

The swimming pool facility will be closed if the forecasted or actual ambient temperature is 69 degrees or less. If the swimming pool facility is not open by 4pm, due to inclement weather, the facility will remain closed for the rest of the day. In the event that inclement weather arrives 6pm or later, the facility will close for the remainder of the evening. Contractor will make attempt to notify owner of any pool closing, but Contractor reserves the right to close the pool. There is no credit or refund for a pool closing due to inclement weather.

Contractor shall have the right to reduce the number of personnel hours provided per day in the event of inclement weather, without any adjustment in compensation due to Contractor according to Section 3.

SECTION 12 – INSURANCE, LIABILITY & EXCLUSIONS

- A. The CONTRACTOR shall maintain Public Liability Insurance from as insurance company of national reputation in the amount of at least \$10,000,000.00. Liability to cover bodily and/or property damage directly due to the negligence of CONTRACTOR, his agents, or his employees, including loss of life that may be sustained by any patron or guest within the enclosed area of the pool during pool hours. It is understood that except for negligence of the CONTRACTOR, his agents, or his employees, the CONTRACTOR will not be liable or responsible to any person or firm as a result of the use of the pool within the enclosed area of the pool during pool hours. The CONTRACTOR will be exempt from liability due to mechanical failure of equipment, damage to the pool due to faulty construction, defective workmanship or circumstances beyond the CONTRACTOR's control. CONTRACTOR shall not be responsible for hydrostatic damage.
- B. A certificate of insurance will be sent to the OWNER prior to beginning of the period covered by this Agreement
- C. CONTRACTOR shall maintain Workmen's Compensation Insurance in accordance with State requirements
- D. CONTRACTOR WILL STRICTLY PROHIBIT CONSUMPTION OF ALL ALCOHOLIC BEVERAGES EXCEPT TO THE EXTENT SPECIFICALLY AUTHORIZED BY THE OWNER IN WRITING. OWNER SHALL BE RESPONSIBLE FOR MAKING POOL PATRONS AWARE OF ITS ALCOHOL POLICY BY POSTING PROMINENT SIGNS OR IN SOME OTHER REASONABLE FASHION. If OWNER authorizes consumption of alcohol beverages at or around the pool, the OWNER agrees to and does hereby indemnify and hold the CONTRACTOR harmless for any actions, claims, damages, accidents and incidents arising out or resulting from such consumption and further agrees to pay CONTRACTOR attorney fees and all other costs of defending such claims.
- E. This Agreement does not cover any pool use or operation authorized or permitted by the OWNER outside the hours of operation and management stated in Section 2. Should OWNER desire to authorize or permit use or operation of the pool or the holding of any function after hours of operation, Owner must inform Contractor for the dates and times of events so Contractor can schedule and staff adequate lifeguard coverage. If OWNER decides to not have lifeguard staff for any event or to hire Contractors employees directly, OWNER agrees to pay all such employees directly for their services and agrees to and does hereby indemnify and hold the CONTRACTOR harmless for all claims, injuries or damages of any kind whatsoever, arising out or result in from or connected in any way with such use, operation or function and to pay CONTRACTOR's attorney fees and all other costs of defending such claims.

SECTION 13 – UTILITIES

The OWNER shall provide water, electricity and gas (if required) for the operation of the pool. The OWNER shall provide a coin operated telephone service and shall be solely responsible to pay any charges to such telephone service. If OWNER elects to provide a non-coin operated telephone, CONTRACTOR shall not be responsible for any charges whatsoever, including but not limited to toll charges, long distance, directory assistance, return calls, etc.

SECTION 14 – ADDITIONAL SERVICES & OBLIGATIONS

- A. The CONTRACTOR, if requested by the OWNER, will operate the pool beyond the season opening and closing date if lifeguard staff is available. This request must be approved in writing by July 1st. A written proposal for additional lifeguard coverage will be sent to Owner for approval.
- B. The CONTRACTOR may be responsible for filling out accident report forms and will report such accidents to the OWNER and participating insurance companies within 24 hours of any such accident.
- C. The CONTRACTOR may conduct swimming lessons by qualified instructors with prior approval by OWNER. Such instructions will be offered privately or in groups and will not interfere with regular pool operations. Fees for the above-mentioned lessons are as follows: Group \$100.00 for (8) one-half hour lessons; Private: \$35.00 per one-half hour of instruction.
- D. The CONTRACTOR will advise the OWNER of any needed swimming pool repair(s) or equipment. If requested by the OWNER, the CONTRACTOR will supply equipment or effect repairs upon receiving authorization from further agreed and understood that such repairs are to be paid for without set off and regardless of any claim or dispute under the Contract and that notwithstanding alleged breach of any covenant under this contract that said repairs and equipment bills and invoices are due and payable by the OWNER within 15 days of presentment. OWNER agrees the provisions Section 16-A applies to any bills for such repairs or equipment.
- E. CONTRACTOR, if requested by the OWNER, will obtain all health permits for the pool operation required by local or state regulatory bodies with a \$95.00 processing fee per permit. Payment for permit fees will be the sole responsibility of the OWNER.
- F. Owner will provide CONTRACTOR and CONTRACTOR'S employees with adequate free parking.

SECTION 15 – CLOSING & WINTERIZATION OF POOL

The CONTRACTOR agrees that after the pool closing date as stated herein; it shall perform the following services in connection with closing and winterizing the pool facility.

- A. Drain all pumps that require draining (if possible)
- B. Un-cover and drain hair and lint strainer
- C. Drain all re-circulating and vacuum lines that require draining and are so constructed that they can be drained
- D. Backwash and drain filters (if possible)
- E. Fill all bathhouse fixtures with anti-freeze and drain drinking fountain. Property is responsible for winterizing all electrically powered drinking fountains.
- F. Store all first aid equipment, testing equipment and diving board(s)
- G. Open to ½ maximum all valves that are required to be opened
- H. Secure and store chlorinator
 - I. Drain and store hoses, guard chairs (if possible), ladders and pool furniture (if possible)
- J. Inspect all equipment, visible piping and machinery
- K. Notify OWNER/AGENT on completion of pool closing
- L. Secure and lock pool facility for off season
- M. Submit a list of repair recommendations for the following season
- N. CONTRACTOR will not be responsible for any freeze damage and recommends at Owner's expense to hire a certified plumbing company to inspect the winterization of all fresh water plumbing lines and winterization of water fountains.
- O. CONTRACTOR will not be responsible for any freeze damage when main water cut off is not readily accessible or in an unsecured area.
- P. Install pool cover. Install winter algacide and/or anti-stain at OWNER's request and expense
- Q. Store pool furniture (at location in pool enclosure); if pool furniture is stored off-site, there will be an additional cost of \$500.00 to the OWNER.

SECTION 16 – TIME CLAUSE

- A. This Agreement shall be effective when executed or ratified by both parties.
- B. The CONTRACTOR has the option to void this agreement if it is not signed and returned to him by the OWNER within thirty (30) days after the date of this agreement.

SECTION 17 – COMPENSATION TO CONTRACTOR

- A. There will be a late penalty of five percent (5%) automatically imposed and assessed to OWNER on specified contract payments as stated in Section 3 of this agreement if received more than (5) days after the scheduled contract payment date or any other late invoices, plus Interest at the rate of two percent (2%) per month will be charged on all unpaid balances which are owing beginning thirty (30) days after the date which said payment is due hereunder. Although not required as part of this agreement, Contractor will send invoices out for all contract payments as a reminder that the payment is due. Contractor recommends that the Owner follows the payment schedule as specified in Section 3 to avoid any late fees.
- B. The prepayment of the contract, if applicable, is not refundable for any reason and payment is due upon signing. All prepayment invoices will be billed to Owner by January 1st or when the contract is signed if the contract is signed after January 1st.
- C. Owner agrees to pay all other invoices (repairs, products, chemicals, additional lifeguard services, etc.) within 30 days of the date on the invoice. Any invoice not paid with 30 day grace period will be subject to a 5% late fee.
- D. If it is necessary for CONTRACTOR to turn over collection to any attorney or to file suit against OWNER or OWNER's Agent for overdue amounts. OWNER agrees to pay all costs and reasonable attorney fees. If it is necessary or preferable for CONTRACTOR to refer overdue fees to a collection agency for collection, the OWNER agrees to reimburse CONTRACTOR for any fees or expenses charged by such collection agency.
- E. If paying any invoice by credit card, Owner will be charged a 3% credit card processing fee.
- F. Contractor will invoice Owner for any required membership fees, registration fees, or processing charges for invoices of 3rd party companies that the Owner requires the Contractor to join or use (i.e., Compliance Depot, RMIS, etc.). This amount billed to Owner will be the cost of the service plus \$95.00 processing fee.
- G. In the event the Federal or Local minimum wage is increased between the time of the signing of this contract and its expiration, the OWNER will pay as additional compensation hereunder, that portion of CONTRACTOR's expenses attributable to the CONTRACTOR's employees at the OWNER's pool facility. This amount will be calculated and invoiced to the Owner at an amount calculated at 120% of the minimum wage increase multiplied by the number of man hours for the season. This calculation includes workman's compensation insurance and taxes. Contract includes 2021 minimum wage increase in Virginia. Unless otherwise specified in this contract, future minimum wage increases after 2021 will be invoiced and are not included in this agreement.
- H. In the event that between the effective date of this contract and the closing date of the pool, CONTRACTOR's liability insurance rate increases, the parties agree that the OWNER will pay the additional cost.
- I. The price for the service of CONTRACTOR which are set forth in Section 3 – compensation to contractor & payment schedule – was calculated based upon the number of personnel which OWNER requested be provide as per Section 2 – personnel. In the event the Local Health Department or the liability insurance, requires that CONTRACTOR have more personnel on duty than the number described in Section 2 – personnel, then and in that event, OWNER agrees to pay to CONTRACTOR all of the additional costs it incurs in the employment of such extra personnel, lifeguards, etc. and OWNER further agrees the total amount of compensation and the payment schedule set forth in Section 3 – will be amended accordingly.
- J. It is agreed and understood that CONTRACTOR may terminate this Agreement, upon seven (7) days written notice, in the event the OWNER fails to make any payment due to CONTRACTOR in accordance with the provisions of this Agreement.

SECTION 18 - OTHER PROVISIONS

- A. Owner agrees that it is not a breach of this agreement if Contractor cannot supply services under this agreement by any reason of unanticipated issues, circumstances, or acts beyond Contractor's control, such as immigration and visa issues, any infectious disease or virus (i.e. Covid-19), strike, labor dispute, war, changes in laws or regulations, acts of God, or any other reason that unforeseeably delays, interferes, or limits Contractor's performance of service under this Agreement. In the event the facility does not open, the Owner will receive a credit as specified in Section 11 of this agreement.
- B. Unless expressly noted in the special note section of this contract under Section 3, this contract has been calculated based upon a 101 day season from the Saturday before Memorial Day to Labor Day Monday. If within any calendar year of this agreement, the season calculates to a 108 day period, then the basic contract price set forth in Section 3 shall be increased by an additional 7%.
- C. Amendments, modifications, additions, or deletions to this contract shall only be valid if they are in writing and signed or initialed by authorized representatives of both parties.
- D. In the event that any part of this contract is found to be void, the remaining provisions of this contract shall nonetheless be binding with the same effect as though the void provisions were deleted.

- E. If the event that Owner changes management companies during the course of this agreement, Contractor shall not be encumbered to sign a new agreement with new management company. The original agreement as accepted by both Contractor and Owner shall prevail, and all monies previously agreed to be owed to Contractor for services rendered and to be rendered will still be owed to Contractor.
- F. During routine evaluations of the facility, safety inspectors or Contractor may determine there is a need for additional lifeguard coverage. Owner agrees to be billed at a rate of \$35.00 per man hour for Virginia facilities and \$40.00 per man hour for Maryland and DC facilities to supply additional lifeguard staff. Deferred payment arrangements may be available. If additional lifeguard coverage is not approved by Owner, Contractor may terminate this agreement immediately without notice or will limit the number of patrons and restrict usage in certain areas of the pool facility.
- G. Contractor will not be responsible for any damages to furniture or equipment due to wind, rain, inclement weather, or any acts of nature.
- H. If Owner has a cartridge filter system and the cartridges need to be cleaned more than once per week, Contractor reserves the right to charge an additional service call fee of \$75.00
- I. If a vendor agreement is required for the execution of this contract, the language in this contract body will supersede that of the vendor agreement.

SECTION 19 – MISCELLANEOUS

This Contract embodies the entire understanding between the parties, and there are no additional verbal agreements or representations made in connection herewith.



6184-A Old Franconia Road, Alexandria, Virginia 22310
Phone: 703-373-0350 Fax: 703-373-0354 www.premieraquatics.com

Addendum "A" for contract between Premier Aquatics & Cameron Station Community Association

▪ **Cameron Station Community Association:**

- Located at 200 Cameron Station Blvd Alexandria, Virginia 22304

- **Staffing:**

- **Weekdays –**
 - There will be three (3) fully certified lifeguards on duty at all times
 - One (1) lifeguard will arrive at 5:45 am on weekdays for early morning lap swim (6:00am – 8:00am) and will continue working at facility until pool open at 10:30 am to continue shift.
- **Saturday, Sunday & Holidays –**
 - There will be four (4) fully certified lifeguards on duty at all times.
 - Lifeguards to arrive 30 minutes prior to opening for cleaning purposes.

- **Certified Pool Operator (CPO) :**

- There will be one (1) certified pool operator on duty at all times.

- **Contract Includes the following at no additional cost:**

- Health permit
- Electrical inspection
- Winter Algaecide Treatment
- Chlorine and pH chemicals
- Water balancing chemicals
 - Items include: Calcium Chloride and Sodium Bicarbonate
- Calcium Hypochlorite/Shock
- First Aid Kit
- Test kit and unlimited reagents
- Motor pull
- All janitorial supplies will be provided by Premier Aquatics.
 - Items includes: paper towels, toilet paper, cleaning chemicals, soap, trash bags, urinal cleaners, gloves, glass cleaner, etc.

- **Contract includes Pool to be open (1) weekend before Memorial Day and (3) weekends in September after Labor Day**

- Pool Facility Hours of Operation: 10:30 am to 8:30 pm
- Staffing:
 - Four (4) lifeguards on duty at all times
 - Lifeguards to arrive 30 minutes prior to opening for cleaning purposes.

- **Covid-19 policy will be discussed and agreed upon by Owner and Contractor.**

Accepted by:

Name: _____

Signature: _____

Title: _____

Date: _____

Premier Aquatics

Name: _____

Signature: _____

Title: _____

Date: _____

Cameron Station Community Association

Request for Proposal – Proposal for POOL Management Services

October 27, 2020

You are invited to submit a proposal for Pool Management Services for the Cameron Station Community Association located in Alexandria, Virginia. The Cameron Station Community Association is a large mixed-use community consisting of 1,769 homes located in Alexandria, Virginia. The Community has a large community center of two floors which consists of a reception area where owners are to check in with the fitness staff, an indoor basketball court, an exercise facility, a six-lane outdoor pool with a wading pool, men's and women's locker rooms, full kitchen, multiple conference rooms and management staff office space.

The following Pool Management Agreement attached as Exhibit Four and fully incorporated herein by reference, hereby establishes the standard contract for pool management for the Cameron Station Community. All the terms of this Pool Management Agreement are acknowledged and agreed to upon execution of the signature page at the end of Exhibit Four. This agreement shall be in effect for the period of Jan 1st, 2021 through December 31st, 2021, with two (2) One Year options.

EXHIBIT ONE - STATEMENT OF WORK

All work shall include all labor, materials, equipment, supplies and services necessary to perform this scope of work in the community's outdoor pool as it exists on the date of signed agreement. The Contractor shall always have a competent and dedicated onsite supervisor in charge and available to their staff. Work shall be performed per specifications and services as outlined below in a manner suitable to Cameron Station Community Association, hereinafter referred to as the "Association" and the bidder, hereinafter referred to as the "Contractor".

INTRODUCTION / BACKGROUND

Cameron Station Community Association is a Community of 1,769 homes in Alexandria, VA. The purpose of this solicitation is to procure pool management services for an outdoor pool located at Cameron Club – 200 Cameron Station Blvd, Alexandria, VA 22304

This Request for Proposal (RFP) seeks responses from licensed and high performing contractors with strong professional qualifications to provide pool management services for the Cameron Station Community Association.

PERSONNEL

- A. All personnel employed by the Contractor shall be employed solely by the Contractor and shall be the employees of the Contractor. The Contractor shall be responsible for advertising and recruiting help, payment to its employees and shall pay all social security, workman's compensation, and other taxes incident to the work of all Contractor employees.
- B. The Association agrees that it will cooperate in ensuring that any requests that it makes regarding personnel are in compliance with Equal Employment Opportunity Laws, wage and hour laws and other federal state and local requirements and agrees to identify contractor in the event that there is a violation of such laws because of the request of the owner.
- C. The pool company shall be responsible for ensuring that all staff assigned to the property comply with all directives from the Commonwealth of Virginia, City of Alexandria, and the Federal Government.
- D. Pool contractor shall screen for COVID-19 screening and social distance monitoring of guests.

- E. If Virginia is still subject to a State of Emergency, the pool company shall require their staff to do all of the following:
- 1) Wear face coverings supplied by Contractor over their nose and mouth while on the Association property, except while in the water or responding to distressed swimmers.
 - 2) Wearing all personal protective equipment recommended by the Centers for Disease Control or the Commonwealth of Virginia, if applicable in a pool setting. Contractor shall provide any required personal protective equipment for use by Contractor's staff.
 - 3) Comply with all OSHA requirements as establish by Virginia regulations
 - 4) Clean and disinfect shared equipment, including guard chairs, after each use.
 - 5) Report to the Association's designated management liaison within twenty-four (24) hours of any known COVID-19 infections of Contractor personnel or staff who have been on the Association property and to cooperate with Association in contact tracing efforts.
 - 6) Screen all personnel and staff before each shift and prohibit any from entering Association's property if any of the foregoing have a fever of 100.4 degrees Fahrenheit or higher; sense a fever; have a cough, shortness of breath, chills, sore throat or muscle aches that cannot be attributed to another health condition; or any combination of the foregoing. Daily screening logs shall be made available to Association upon request.
 - 7) Require personnel to frequently wash their hands with soap and water and/or using alcohol-based hand sanitizers with at least 60% alcohol.
 - 8) Maintaining social distancing of no less than 10 feet at all times.
- F. If additional hours of service are needed, or if additional staffing is needed, the Contractor, if requested by the Association, shall supply personnel for these additional hours of service. The fees for increased hours of regular service shall be in addition to the Basic Contract price and shall be billed at a rate mutually agreeable to all parties.
- G. Contractor's personnel shall maintain all necessary licenses at all times. All certificates must be visibly posted in the pool office. Qualifications for guards should be American Red Cross course lifesaving certification, at minimum, and management personnel shall, in addition, be certified pool operators.
- H. All pool contractor staff, including substitutes, will be familiar with the Rules and Regulations for pool usage. Pool management staff will be familiar with all terms and conditions of this contract.
- I. The Contractor agrees to conduct routine inspections during the full-time operation of the pool. A written inspection report will be completed weekly and a copy will be provided to the Association's designated management liaison for review. The Contractor will advise the Association of the general pool operations and any related maintenance issues that need to be addressed.
- J. Copies of all inspections, disciplinary actions taken and/or complaint forms should be forwarded to the management company within twenty-four hours of the occurrence.

SUPPLIES

- A. Contractor shall obtain all chemicals necessary for the operation of the pool. Payment for such chemicals shall be the sole responsibility of the Contractor.
- B. Contractor shall obtain all supplies or materials needed, including but not limited to first aid equipment, paper supplies and regular janitorial supplies needed for the operation of the pool. Payment of such

supplies shall be sole responsibility of the Contractor. Supplies other than paper and regular janitorial supplies, including, but not limited to buckets, brooms, etc., shall be purchased by the Contractor and paid by the Contractor.

OPENING OUTDOOR POOL – STANDARD CONTRACTOR SERVICES

Contractor will be responsible for preparing the outdoor swimming pool and facility for opening by completing the following standard services:

- A. Conduct and submit to the Association a written inspection report necessary to render the pool and filtration system is operational.
- B. Drain, clean and fill pool when necessary.
- C. Clean bathhouse and pool area.
- D. Place filtration and chlorination system in operation and check for proper operation.
- E. Arrange and be present at any local or state Health Department Pre-Opening Inspection required.
- F. Remove pool cover(s) and store at the facilities designated storage room.
- G. Contractor will advise Association of all needed repairs and supplies within thirty (30) days of the execution of this contract.
- H. Where required, the contractor will obtain and required licenses and permits before the date of the pool opening.

EMERGENCY CLOSING OF POOL

The Association and or contractor may close the pool facility in an emergency situation or during inclement weather. Whether the pool closure is caused by mechanical failure, inclement weather, inadequate security for the protection of the life guard at the facility, or by any other causes outside of the contractors control, there will be no charge or adjustment in the compensation to contractor. In the event that the pool is closed for a period of more than ten (10) days because of mechanical failure, the necessity of extensive repairs or by order of any local or state regulatory body the contractor shall refund fifty percent (50%) of the per day operating cost from the eleventh (11) day until the pool is reopened for normal operation.

- A. For a major equipment failure or emergency, the Contractor may shut down the pool for the length of time required to repair the failure. Contractor shall notify the Association's designated management liaison will be informed immediately.
- B. Should more than three (3) days be necessary to perform repairs and/or restore the pool to normal operating condition, Contractor shall forego or refund eighty percent (80%) of the monthly contract cost, pro-rated on a daily basis for each day of non-operation beginning with the fourth (4th) day of non-operation, until such time as the pool resumes normal operation.
- C. In the event of an emergency closing of the pool, the contractor will notify the Association's designated management liaison of such closing and the estimated time for reopening of the pool.
- D. In the event of closing for sanitary reasons, all health department regulations will be strictly adhered to. The contractor will also notify the Association's designated management liaison of such closing and the estimated time for reopening of the pool. Contractor will also notify residents of reopening times by written notice at entrance to pool.

DAILY MAINTENANCE AND OPERATION OF THE POOLS

A daily inspection and general cleaning shall be performed each morning prior to opening, on-going throughout the day and in the evening to include Cleaning and disinfecting shared equipment as recommended by CDC, Government mandates and Cameron Station Pool Operation Plan and Rules, please refer to EXHIBIT 4 Section I. Contractor will be responsible for the following:

- A. Maintain proper filter operation by backwashing and/or cleaning pump strainer as required
- B. Maintain water quality in conformance with required standards
- C. Maintain required Health Department records.
- D. Clean Bathrooms and Pool office as required.
- E. Clean pool area inside pool enclosure.
- F. Vacuum pool bottom, clean waterline tiles and skimmer baskets, as necessary.
- G. Provide curious, responsible, and mature enforcement of all the owner's written pool rules as are reasonable and in accordance with all federal, state, and local laws and regulations and safety factors. A copy of such rules shall be provided at the time of the signing of the contract and can also be found on at this web address: Cameronstation.org.
- H. Contractor is not responsible for any loses or damages caused when pool is not open, by those acts or omissions of third parties over whom contractor has no control or by failure of the owner to comply in a timely manner with its responsibilities under their contracted agreement.

CLOSING AND WINTERIZATION OF OUTDOOR POOLS

The Contractor will close pool upon termination of the previous stated operating season and to winterize the swimming facility by performing the following services:

- A. Disconnect piping at fixtures as required and drain all piping which can be drained.
- B. Remove, clean and store skimmer baskets.
- C. Remove and store in compound the pool ladders, handrails, lifeguard chairs, safety ropes and diving board.
- D. Drain pool to appropriate water level. Contractor is responsible during winter months to keep water level below tile line.
- E. Open all valves in filter room with require opening.
- F. Backwash and drain filter tank and filter piping.
- G. Uncover and the drain hair and lint strainer.
- H. Inspect all visible plumbing. IF pipes are below, drain points, or behind walls or in ceilings which are not visible, contract or will not be held responsible for any freeze damage.
- I. If main water cut off is not accessible, or is in an unsecured area, contractor will not be held responsible for any freeze damage.
- J. Install winter algacide and motor protectants at contractor's expense.
- K. Store chlorinators, chemical feeders, and flow meters on premises.

- L. Store pool maintenance, testing equipment and supplies on premises.
- M. Store all pool deck furniture in designated location within the clubhouse.
- N. On completion of pool closing, contractor will notify Association.
- O. Submit to the Association a detailed inspection report covering condition of pool facility and related equipment.
- P. Make monthly inspection of the pool facilities over the winter months. Any freeze damage shall be reported immediately to the Association.
- Q. Schedule and conduct winterization walk through with the Association's designated management liaison no later than October 15, 2021 to verify completion of all required services

MAINTENANCE AND REPAIRS

- A. Contractor will perform preventive maintenance and minor routine repairs to the equipment and the Association shall pay for the cost of the parts and material upon prior approval of the Association's designated management liaison.
- B. All extensive repairs, replacements of equipment or other similar work needed during the season to continue the operation of the pool or to maintain health and safety standards will be at the Association's expense. It will be the responsibility and duty of Contractor to notify the Association of the need for repairs or work. Contractor will submit a written proposal for the Association's approval before starting the repair(s).
- C. The Association is not required to use the Contractor exclusively for such repairs.
- D. Contractor shall at all times strive to anticipate preventive maintenance needs and shall provide the same.
- E. Contractor shall perform any additional services requested by the Association, which services shall be extra and in addition to the fees provided herein. Such services beyond the contract shall be billed monthly.

UTILITIES

The Association shall provide water and electricity for the operation of the pool. The Association shall provide telephone service at the Association's expense.

HOURS OF OPERATION

Beginning, Saturday, May 29th, 2021, the pool will open seven (7) hours a day. The hours of operation during the 7-hour day shall be:

Cameron Station Club House and Pool	
Days	Hours
Mon, Wed & Friday	12:00 PM – 7 :00 PM
Tuesday & Thursday	7:00 AM-2:00 PM
Saturday & Sunday	10:00 AM- 5:00 PM

The Board of Directors will evaluate whether to change the hours after the pool has been operational, and reserves the right, in its sole discretion, to increase the hours, decrease the hours, or close the pool.

Cameron Station Community Association

Request for Proposal to Provide Pool Management Services

EXHIBIT TWO - COST PROPOSAL

Project Name: Pool Management Services Contract Date: _____

Contractor: _____

For the aforementioned services the Association agrees to pay the Contractor as noted below which includes labor and material for services described above.

Payment of an invoice shall be made by the Association's Managing Agent for the month worked within thirty (30) days of invoice receipt so long as no contract dispute exists.

Cameron Station POOL – Three Guards on duty at all times

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day:
\$_____ per additional weekend

2021 Season (Year one)

Monthly Rate: \$_____

Annual Contract Price: \$_____

Hourly Rate for Additional Guard: \$_____

Hourly Rate to extend beyond 7 Hours per day \$_____

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day:
\$_____ per additional weekend

2022 Season (Option Year one)

Monthly Rate: \$_____

Annual Contract Price: \$_____

Hourly Rate for Additional Guard: \$_____

Hourly Rate for Maintenance Staff \$_____

2023 Season (Option Year two)

Monthly Rate: \$_____

Annual Contract Price: \$_____

Hourly Rate for Additional Guard: \$_____

Hourly Rate for Maintenance Staff \$_____

Cost to extend pool management services for additional weekends (Sat/Sun) after Labor Day:
\$_____ per additional weekend

Cameron Station Community Association

Request for Proposal to Provide Pool Management Services

EXHIBIT THREE – PROPOSAL INSTRUCTIONS

The Association reserves the right to accept any proposal deemed to be in its best interest. The Association may also reject any and all proposals. Proposals must contain the following documents, each fully completed.

- 1) Contractor must respond to all required elements contained in Exhibit Two, Cost Proposal; and Exhibit Three, Proposal Instructions. Proposals that do not comply may be deemed non-responsive.
- 2) Introduction letter outlining the Contractor's professional specialization, and provide past experiences to support their qualifications
- 3) Cost Information: Cost information must be submitted with your proposal. Proposals are requested to have separate pricing for each specific required element of work as outlined in Exhibit Two.
- 4) Client References: Three client references for which contractor has provided similar services in the past 18 months. References must include, as a minimum, the client name, contact information (phone number, e-mail address) and a brief description of services provided.
- 5) Contractor must provide proof that it is licensed to do business in Virginia and carries minimum liability and workman's compensation.

Site visits are encouraged and may be arranged by contacting Janeva Sharps, Onsite Assistant Community Manager via e-mail at managers@cameronstarion.com or at 703-567-4881.

RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

October 27, 2020	RFP Issued
November 6, 2020	Response due 4:00PM. <i>(if you have any issues with a quick response, please let us know)</i>
November 24, 2020	Board of Directors Review and Contract Award
Jan 1 st , 2021	Contract Start Date

E-mail submittals are acceptable and preferred; please submit your proposal or any questions regarding this solicitation to managers@cameronstaion.org. If you are sending your proposal via US Mail or courier **please submit to the address below to arrive no later than 4:00p.m on Friday, November 6, 2020.**

Cameron Station Community Association
Attn: Janeva Sharps
Onsite Assistant Community Manager, CAMP
200 Cameron Station Blvd, Alexandria, VA 22304

EXHIBIT FOUR – POOL MANAGEMENT AGREEMENT

I. CONTRACTOR AND COVID-19 RELATED DUTIES

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Association has implemented preventative measures required by the Commonwealth of Virginia and recommended by health agencies (including the Centers for Disease Control and Virginia Department of Health) to reduce the spread of COVID-19 among users of the communal areas within the Association. However, the Association cannot guarantee that the communal areas, such as pools, gyms, computer room, and club house facilities (the “communal areas”), will not become infected with COVID-19. Further, using the communal areas could increase the risk to users of contracting COVID-19.

It is understood that Contractor has agreed to perform the following additional obligations as a result of Federal, State and Local ordinances related to the communal areas. The Parties understand that these obligations may change and to the extent they do and additional action(s) is/are required for communal areas to be open, the Parties shall work together to negotiate revisions to the Contract if needed. Contractor shall be solely responsible for ensuring their employees and agents adhere to all COVID-19 Guidelines, including but not limited to:

1. Wearing face coverings supplied by Contractor over their nose and mouth while on the Association property.
2. Wearing all personal protective equipment recommended by the Centers for Disease Control. Contractor shall provide its staff with all required personal protective equipment.
3. Cleaning and disinfecting shared equipment after each use.
4. Reporting to the Association’s managing agent within twenty-four (24) hours of any known COVID-19 infections of Contractor personnel or staff who have been on the Association property and to cooperate with Association in contact tracing efforts.
5. Screening all personnel and staff before each shift and prohibiting any from entering Association’s property if any of the foregoing have a fever of 100.4 degrees Fahrenheit or higher; sense a fever; have a cough, shortness of breath, chills, sore throat or muscle aches that cannot be attributed to another health condition; or any combination of the foregoing. Daily screening logs shall be made available to Association upon request.
6. Requiring personnel to frequently wash their hands with soap and water and/or using alcohol-based hand sanitizers with at least 60% alcohol.
7. Maintaining social distancing of no less than 10’ feet at all times.
8. Using gloves to remove any trash or debris from the communal areas and properly disposing of all trash.

9. Following all regulatory requirements, including safety measures, issued by the Commonwealth of Virginia to protect employees and/or patrons accessing areas where Contractor is performing services.

II. USE AND FACILITIES

1. Two lanes will be marked for lap swim or water exercise and will be limited to one person per lane. The remainder of the pool is available for open swim, provided all users remain at least 10 feet away from people who are not members of their household.
2. The wading pool shall remain closed until otherwise determined by the Board of Directors.
3. All occupants of the pool area shall be required to wear a mask when not within the swimming pool, except for (a) children five (5) and under; and, (b) people with medical conditions that prevent them from wearing a mask, provided the person requesting the medical exemption signs a form certifying the have such a medical condition.
4. The locker rooms will be open for access to sinks, showers and toilets. However, the lockers will be blocked off and are not to be used.
5. No pool toys or items that may be shared are allowed in the pool area (to prevent the spread of COVID-19).
6. No community pool-deck furniture will be put out to minimize the chance of spreading COVID-19 (and to reduce the cleaning demand on the clubhouse staff). Patrons may bring their own pool-deck furniture.
7. The drinking fountain on the pool deck will be secured and is not to be used.

III. SOCIAL DISTANCE MONITORING

1. All persons shall remain at least 10 feet away from any person who is not a member of their own household. This requirement applies to all locations in the pool, on the pool deck, or in any other accessible facilities of the Association, including the entrance through the Cameron Club and the bathroom.
2. Each person using the pool shall be required to socially distance as set forth in Paragraph D.1. and must follow the direction of any lifeguard, pool attendant or any other similar person to maintain social distance in the event they become too close to another person who is not a member of their household.
3. Sitting/gathering areas for individuals or family units that live together will be marked on the pool-deck with tape. These areas will be spaced to maintain 10 feet of social distancing. All patrons must remain within their designated area unless using the swimming pool or bathroom facilities.

IV. CONTRACTOR ADDITIONAL RESPONSIBILITIES:

1. Non-assignment

This Agreement is intended to be an agreement solely between the above-named parties and is not assignable without the express written consent of the Association.

2. Services

The services required are set forth in the pool management agreement. Such services are to be performed in good workmanlike manner.

3. Reservation and Entrance System

- All persons using the pool are required to register for a block of time during which they may use the pool. Reservations may be made beginning three (3) days prior to the intended date of use of the pool.
- Reservations system will utilize Omnify scheduling software, and reservations will be made in 1.5 hour increments, with 30 minutes allowed for cleaning at the end of the 1.5 hour reservation period. The last reservation period of the day shall be for 1 hour.
- No more than 20 patrons will be permitted in the pool at the same time. The Board of Directors reserves the right to increase the level of occupancy of the pool up to the maximum permitted under the then-current Executive Order issued by the Governor.
- Each time a resident enters the pool, the resident will be required to complete a "Health Screening Form and Assumption of Risk Agreement." If the resident is accompanied by minors (under age 18), the resident will also be required to sign forms on behalf of the minors.
- Residents shall only be permitted to bring minors from their same household to the pool. Any minors who reside in a different household than the adult who is accompanying them to the pool will be denied entry.
- No guests will be permitted entry into the pool.
- All persons admitted to the pool must display a valid Cameron Station ID card displaying a 2020 Cameron Station sticker.
- All persons entering and exiting the pool shall enter and exit through the Cameron Club entrance door near the multipurpose court - where the front desk is located.
- Signs will be posted at the pool and the entrance through the Cameron Club as required by the Commonwealth of Virginia.

I. CHARGES AND PAYMENTS

In return for the satisfactory delivery of services by the Contractor in accordance with this Agreement, the Association agrees to pay the Contractor upon receipt of invoices pursuant to the payment schedules as stated in the pool management agreement. Invoices shall be presented for payment in accordance with the payment schedules in the agreement.

II. DURATION OF AGREEMENT

This Agreement shall benefit both parties to the Agreement and shall be in effect from Jan 1, 2021 through Dec 31, 2021. This Agreement may be terminated with or without cause by the Association or Contractor upon thirty (30) days written notice. There will be no termination fee charged by either party if the Agreement is terminated by either party.

III. NOTICE PROVISION

In the event notice is required in connection with this Agreement, said notice shall be deemed given when delivered personally in writing or when mailed postage prepaid certified return receipt requested as follows:

If the Contractor:

If the Association:

Heather Graham, Executive Vice President

Community Association Management Professionals (CAMP)

Agent for Cameron Station Community Association

4114 Legato Road, #200

Fairfax, VA 22033

IV. ENTIRE AGREEMENT

The parties agree that this Agreement with the _____ Agreement is the entire Agreement between the parties, and that any change to the provisions of the Agreement must be made in writing and signed by both parties.

V. INTERPRETATION

The Laws of the State of Virginia shall govern the interpretation and all matters relating to this contract.

In witness whereof, Cameron Station Community Association, has caused its name to be signed by its President, all pursuant to due and proper authority duly heretofore had and _____ which is Contractor, has caused its name to be signed by its President, all pursuant to due and proper authority, all as of the date first written above.

Signature – Cameron Station Community Association

Date

Signature – [Contractor Name]

Date



Cameron Station Community Association, Inc.
Board Recommendation Request
January 26, 2021

TOPIC: Fitness Center Management Proposals

Motion:

"I move to approve the renewal of the current contract with ProFit at the rate identified in their proposal as it may change depending upon COVID and POST COVID hours."

2nd:

Summary:

As you know, the Association's Procurement Resolution requires the bid process be completed for contracts that exceed \$50,000 unless otherwise waived by the Board. The current Fitness Center Management contract with Professional Fitness Management 'ProFit' expires 12/31/20 and bids were solicited from 5 companies, 2 of whom declined and 3 are noted below for your review. CAMP held an in-person bidders conference on Friday, November 13th and Friday, November 20th.

Proposals are based on current scope of work as previously reviewed and approved by the Committee. Below is a matrix of proposals received which compares the monthly costs from each firm; Option 1 – pre COVID monthly rate, Option 2 (Jan-May) – the modified monthly rate with COVID guidelines still in place, Option 2 (June -Dec) – the modified monthly rate anticipating COVID restrictions have been lifted by mid next year and the insurance requirements held by each firm. The 2021 Operating Budget reflects the total budget amount is \$199,360.

Pool Contractor	Monthly Rate – Option 1 Normal Pre COVID	Monthly Rate – Option #2 COVID Guidelines	Insurance Limits
ProFit	Option #1 - \$14,430 mthly \$173,160 Annually	Option #2 Jan-May – \$18,660 mthly Option #2 June-Dec –\$22,940 mthly \$253,880 Annually	Each Occurrence \$1,000,000 General Aggregate \$3,000,000 Workers Comp \$500,000
WTS International	Option #1 - \$22,480 mthly \$269,760 Annually	Option #2 Jan-May – \$22,242 Option #2 June-Dec –\$22,242 \$266,904 Annually	Each Occurrence \$1,000,000 General Aggregate \$10,000,000 Workers Comp \$1,000,000
Synergy Fitness Group	Option #1 - \$15,895 mthly \$190,740 Annually	Option #2 Jan-May –\$10,875 Option #2 June-Dec –\$12,975 \$145,200 Annually	Each Occurrence \$1,000,000 General Aggregate \$2,000,000 Workers Comp \$1,000,000



The CCFC Committee interviewed multiple firms and recommends remaining with ProFit.

CAMP Recommendation

CAMP concurs with the recommendation of the Committee to remain with Professional Fitness Management. Not only is their fee the most competitive but they have been able to adjust their staff and prices based on the request of the committee and approval of the Board during the 2020 pandemic. The community has built relationships with the staff and are very familiar with the guidelines Profit has placed under the counsel of the committee. They are professional, responsive, thorough in their efforts and they have consistently done a great job of adjusting to the needs and wants of the committee and community of Cameron Station. Management has not received any complaints against the ProFit staff's work ethic and professionalism. The one complaint that management received was from an owner who was upset at a ProFit staff member who was enforcing the rules for the safety of the other residents present in the fitness center at the time. This shows their commitment to keep the community safe under the guidelines set by the Board and the Virginia COVID restrictions.



**PROPOSAL FOR MANAGEMENT
OF
CAMERON FITNESS CENTER
AT
CAMERON STATION**

Submitted November 27, 2020

Submitted to: Janeva Sharps, Assistant Community Manager
Cameron Station Community Association, Inc.
200 Cameron Station Boulevard
Alexandria, VA 22304

Submitted by: Richard C. Mandley, President
Professional Fitness Management, LLC
2900 South Quincy Street
Arlington, VA 22206

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I. GENERAL PROPOSAL REQUIREMENTS

A. Point of Contact

Richard C. Mandley, President
Professional Fitness Management, LLC
2900 South Quincy St, Arlington, VA 22206
RMandley@pro-fitclubs.com
Phone: 202-744-9320

B. Executive Summary and Company Profile

The Professional Fitness Management LLC (“ProFIT”) vision for the Cameron Station Community Center (“Center”) is to create an environment of exceptional customer service, exciting programs, and classes, in operating a first-class recreational and leisure facility.

ProFIT has managed the Cameron Club fitness center for almost six years now. Over those six years, ProFIT has developed a close relationship with the community, and we think that we have become a significant part of the neighborhood. Our familiarity with the residents, Cameron Station Board of Directors, Property Management, and a full understanding of the business practices and standard operating procedures allow us to provide consistency, meet expectations of and for the community. We are excited about continuing our successful programs while getting an opportunity to introduce new and exciting initiatives.

ProFIT Accomplishments at Cameron Station:

1. Six years of consistent and successful management.
2. Introduced complimentary classes to the community with a record of a consistent participation.
3. Worked in connection with the CCFC to upgrade and modernize the fitness equipment and layout. Almost every piece of exercise machines and equipment has been replaced.
4. Developed in conjunction with CCFC a five-year capital plan for the exercise equipment.
5. Assisted in the procurement of the best price for equipment and fitness purchases.
6. Built relationships and communication with the residents and community.
7. Consistent Management with Psy Scott, Enrique Villalobos, and close personal involvement with ProFIT’s owner, Rich Mandley.

8. Successfully re-opened the fitness center and pool during the COVID 19 pandemic by being highly responsive and flexible to the requirements and needs of the community.

We will continue to closely monitor developments in the COVID 19 pandemic and adapt to changing requirements quickly, while working closely with the Board to develop and supervise a variety of programs (virtual and in person) for residents, while working closely with the Community's committees to ensure the center is fully integrated with all community activities. We aim to promote health and wellness throughout the community with a special focus directed toward those who do not currently participate in the health and wellness program. Ongoing adjustments of the programs will be made through direct feedback from Residents, The Committee and Association, as well as the Property Management team.

Participation is the key to a successful center. It is the goal of ProFIT for each resident to participate in programs and activities throughout the year. ProFIT will develop a proprietary program designed to do the following:

- Generate interest in health and wellness through a six-pillar wellness model
- Orient residents to the facility and equipment during introductory orientations to create a sense of familiarity and comfort with the equipment and facility
- ProFIT CARES – Implement our new enhanced communication and community interaction through our online portal and virtual programming
- Reinvent the member experience with innovating and progressive programming for all residents of the community, including both youth and senior activities.

At the core of ProFIT's execution of the vision are people and systems. ProFIT employs caring, qualified people who can deliver the vision. Experienced ProFIT personnel will make up key positions of our senior management team that will teach its values and philosophy to all personnel of the center. The Senior Management Team will develop the service culture and provide continuing education to reinforce consistent service. ProFIT systems for operating and managing the facility will be implemented to assure a safe, secure, clean, and well-maintained facility.

ProFIT will ensure consistency through a system of accountability that will include daily inspections, departmental checklists, and administrative and recordkeeping systems.

Financial and Organization Data

1. ProFIT provides design consultation; pre-opening services and daily management operations for health and wellness clubs, recreational and fitness facilities located in residential, office complexes, hotels, country clubs, government agencies, and amenity driven facilities.
2. ProFIT is a privately held company that has produced steady growth in the areas of gross annual revenue, assets, and management account portfolio.

3. The Owners and Executive team have over 100 years' combined experience in the industry.
4. ProFIT manages facilities in Washington DC, Maryland, New York, and Northern Virginia.
5. ProFIT's corporate office is in Northern Virginia. This is important to support the on-site team and is also critical for emergency response situation needs.
6. ProFIT currently has a workforce of approximately 175 employees. This will aid as a resource when employee substitution is necessary and provides for a career path for its employees, enabling it to retain top talent.

Affiliations

ProFIT is a member of IHRSA, the International Health Racquet and Sports Association. IHRSA is the largest professional organization in the world for the fitness industry. ProFIT's President, Richard Mandley, is an active participant and a former national board member of this prestigious organization.

Why ProFIT?

1. ProFIT has a proven and track record of consistent and successful management of the Cameron Club.
2. Familiar with the Cameron Club community, Association, its processes, procedures, and the community management.
3. Consistent staffing and management with professional relationships built up over the six-year period.
4. Flexibility and a desire to meet expectations for the community.
5. A successful track record of security and safety for the residents and community.
6. Continued going Classes and Programs that have be well attended and popular with the residents.
7. Local smaller company with continued direct involvement by ownership.
8. Economies of Scale by using our professional network of vendors, contractors, and associates to leverage and economize in equipment purchases, human resources, and contractor services.
9. Professional Fitness Management (ProFIT) has been developing and managing first-class health and fitness clubs for over 20 years and currently owns and/or manages 12 clubs in the DC Metro area. ProFIT has the experience and the track record to successfully manage and oversee daily facility operations for the Cameron Station Community Center ("Center").

10. Corporate Mission/Philosophy for Fitness. ProFIT believes in teaching, educating, promoting, and assisting others in developing a healthy lifestyle through motivated professional employees utilizing a variety of fitness and wellness programming that encourages participation and adherence.
11. The ProFIT Mission Statement. “ProFIT’s mission is to provide its customers with a rewarding health and fitness experience distinguished by friendly and professional service.”
12. ProFIT Company Values
 - a. **Professionalism:** We are always professionals, in our appearance, communication, knowledge, and consistency of service.
 - b. We exhibit **honesty and integrity** in our service to others.
 - c. **Dependability:** Members, clients, and co-workers can count on us
 - d. **Consistency:** We are consistent in delivering our mission.
 - e. **Educate:** Members can expect us to educate them to get the best results in improving their health, fitness, and wellness.
 - f. **A Healthy Lifestyle:** We respect and believe in a healthy lifestyle for our members and ourselves.
 - g. **Respect:** We treat our clients, members, and co-workers with respect and fairness.
 - h. **Attitude:** We always project a positive and enthusiastic attitude towards our members.

C. Experience

ProFIT has a wealth of experience in its management team. Richard Mandley has developed more than 35 new facilities and managed over 70 facilities during his 34-year career.

ProFIT’s executive team has over 100 years of experience in the management of fitness, recreation, and wellness-based facilities throughout the United States. This experience will allow ProFIT to effectively tailor its programming efforts to be able to meet the specific needs of the Cameron Club Fitness Center at Cameron Station.

Our current clients include residential communities, commercial facilities, federal government agencies, as well as long standing contracts with Skadden and Arps, LLP, and some of the most exclusive office building fitness facilities in the country.

D. References

See attached list of References (Attachment A)

E. Staffing Positions

ProFIT will staff the Center with a dedicated Fitness Manager who will oversee all day-to-day operations, opening and closing the facility, as well as all aspects of services and programs. In addition to the manager, ProFIT will provide staffing for a receptionist/front desk, fitness attendant, and pool attendant if/when needed during the calendar year (COVID Phase III option). Five (5) group exercise classes per week will be scheduled and taught by qualified group exercise instructors. Classes can be added or subtracted based on participation or request by the Board. Based on demand, ProFIT will have part-time qualified personal trainers (fitness specialists) available.

Holidays and early closings as stipulated by the Board will be observed by ProFIT employees. Holiday closures included in the contract should include, but are not limited to, New Year's Day, Thanksgiving, and Christmas Day.

* Note the Fitness Manager is scheduled for 30 hours per week at the reception desk with 5 hours for classes and 5 hours for oversight and meetings.

II. **BASE CONTRACT SCOPE OF WORK**

A. Fitness Center Manager/Trainer

At the core of the services to be provided to Cameron Station residents, The Fitness Center Manager/Trainer will be responsible for implementing the overall program and activities for the benefit of residents, and will report to and be responsive to the Board and Property Management. ProFIT will employ a Fitness Center Manager who is qualified and certified as a Personal Trainer and a Group Exercise instructor, along with experience in fitness management and programming. (See Job Description attachment "D"). By employing a versatile manager, ProFIT will be able to offer a variety of programs and services in the most cost-efficient manor for the benefit of the residents. The Fitness Center Manager will also provide and act as the "Fitness Specialist", as well as teach a variety of classes. The Fitness Center Manager will be stationed at the reception desk thirty (30) hours per week and will teach five (5) forty-five-minute fitness classes per week.

B. Reception Area/Front Desk

ProFIT's front desk reception team is experienced in delivering exceptional customer service to residents and guests. Receptionists will be knowledgeable in all club activities and programs to provide members and guests with information daily. They are organized, neat and provide a polished appearance at the Front Desk. The front desk/reception will be staffed during all hours of operations.

- Normal Hours (pre COVID) The reception area will be covered during the hours from 4:45am -11:00pm Monday – Friday and 7:00am - 8:00pm (8:30pm during pool season) Saturdays and Sundays, under option 1.
- COVID Modified 10 hours per day: The front desk will be covered during the hours of 9:00am-7:00pm Monday, Wednesday, and Friday, 7:00am- 5:00pm Tuesday and Thursday, and 10:00am-8:00pm Saturday and Sunday (8:30pm during pool season).
- COVID Modified Option #2 12 hours per day: The front desk will be covered during the hours of 8:00am-8:00pm Monday, Wednesday, and Friday, 6:00am- 6:00pm Tuesday and Thursday, and 8:00am-8:00pm Saturday and Sunday (8:30pm during pool season) under option 2 with extended operating hours.

C. Pool Attendant (Phase III COVID only)

ProFIT's team will staff one member as the pool attendant during all operating hours. The pool attendant, like other staff, will be knowledgeable in all club activities and programs. They will also be knowledgeable in all policies and procedures that residents are required to follow, to keep residents and guests safe at all times. Policies such as safe social distancing between families while on the pool deck, proper facial coverings to protect against the spread of COVID-19, and proper sanitation procedures will all be enforced by the pool attendant during each shift.

D. Modified Pandemic Code of Conduct for Site Operations

ProFIT will insure and enforce all policies and usage rules according to "Virginia Phase III guidelines" along with the CCFC Committee and Cameron Station Board of Directors any additional rules and regulations in to help prevent the spread of COVID-19. Enhanced CDC sanitation methods, precautions, and the wearing of acceptable face masks will continue to be followed by all residents and will be enforced by ProFIT. A reservation system will continue to be utilized to limit the occupancy of the center until advised otherwise by the Association. ProFIT will modify rules, guidelines, and policies, as directed by Management.

E. Sanitation, Safety, and Service

ProFIT will ensure that the facility is maintained in a clean, neat, and safe environment, free from litter and including spot cleaning of spills. During the pandemic, ProFIT will ensure that all necessary and appropriate disinfecting and cleaning supplies, including gym wipes and hand sanitizer stations are available for use by staff and residents. The Association and/or on-site Property Management will provide a contractor to maintain cleaning of the locker rooms, but

ProFIT staff will clean as needed during normal operating hours. ProFIT on-site employees will complete hourly pick up, wipe down, and keep all areas of the Center organized.

F. Programming

ProFIT will be responsible for creating, planning, and implementing events, programs, and activities throughout the year. An annual plan will be created based on the feedback, interests, and participation of the residents. The Association will have final consent on all programming before it is marketed to the community and any and all activities outside the scope of the base of the contract shall be priced and provided to the Committee for evaluation.

As an additional service to residents, ProFIT will offer individual and group personal training and exercise classes for a fee. The fee will be subject to prior approval by property management and the Association. ProFIT will receive 100% of the revenue and be responsible for all costs associated with the payments to the trainer and service.

G. Personnel Requirements, Quality Standards Control, Employee Training

ProFIT will recruit and retain, qualify, insure, train, and manage the fitness, personal training, and reception staff for Cameron Station. ProFIT personal trainers are required to be certified in the field of personal training and qualified to provide sound, effective exercise direction and supervision. In addition, we recruit and prefer those with an undergraduate degree in exercise science. All personal trainers and group exercise instructors are required to maintain current CPR certificates during the length of the agreement. ProFIT also ensures that all required professional certifications and credentials are maintained and that all continuing education requirements are met to maintain the professional designations. These company requirements are written in all job descriptions, manuals, policies and audits.

All employees will complete ProFIT New Hire Training and Orientation. All employees will participate in customer service training. Job and skill-specific training will be held quarterly (or as needed). There will be two all-staff meetings per year, bi-monthly individual department meetings. All employees will maintain current certifications for CPR and AED. At least one person on staff always will be certified in First Aid.

All ProFIT employee candidates go through a rigorous two-interview process. At times, key personnel are required to take personality trait screen testing (*i.e.*, Gallop or Myers-Briggs Tests). In addition to excellent academic qualifications and appropriate practical experience, ProFIT specifically seeks individuals who are personable, outgoing, responsible, who have a professional appearance. ProFIT believes that their employees are their best resource and has created a company culture that fosters employee happiness, growth, and development. An area-wide reputation for career development and advancement opportunities attracts Washington, DC's best candidates annually for positions with ProFIT. The Executive Staff of ProFIT have themselves undergone numerous hours of employee hiring and training workshops. The result is that ProFIT gets the best candidates because we recruit and conduct interviews as well as anyone in the industry.

Fitness Center staff will report directly to a senior ProFIT Executive Management representative from the corporate office. In addition to the monthly performance evaluation process, performance is measured through several mechanisms that are closely monitored. For example, ProFIT has created a quality control inspection program entitled “The Elements of Excellence.” The purpose of The Elements of Excellence Program is to create widespread knowledge and awareness of facility standards to impact day-to-day operations and ensure implementation facility-wide.

See Attached “Elements of Excellence” Standards (Attachment B) and Job Descriptions (Attachment C).

H. Community Introduction and Activities

ProFIT will complete the following requirements upon being awarded the contract at Cameron Station.

1. Introduce (Reintroduce) the Fitness Manager/Staff to the Community through website and newsletter.
2. Introduce (Reintroduce) the Fitness Manager/Staff to the Association Board and Committees.
3. Review all past programs and activities and make recommendations for improvement and enhancement.

I. Provide a Dynamic Health/Wellness Program- ProFIT CARES+

ProFIT has invested and now offers a robust “virtual wellness and fitness” platform that offers programming to increase communication and engage residents who may be away from home or unable to use the facility. ProFIT Cares+ focuses on six pillars of health that create an environment where residents can still focus on their goals from remote locations while continuing to stay connected with the onsite fitness team, other residents of the community and a virtual network of all ProFIT locations. The pillars include incentive programs, behavior modification challenges, personal training/health coaching, group exercise, health fairs/wellness, and social connection. See attachment ProFIT CARES+ (Attachment D)

J. Club Rules and Regulations

ProFIT will review current procedures and policies for the use and operation of the Club and make recommendations for improvement. In addition, the onsite staff will make every effort to ensure compliance of club rules, by all residents and guests of the community. Particular attention will be paid, to ensuring that all safety protocols put into place to reduce the spread of COVID-19 are followed.

K. Communications and Reporting

ProFIT executive management and on-site manager will work closely with Community Committees and the Property Management to be fully integrated and informed of its activities. Board Meetings and Committee Meetings will be attended by the Fitness Center Manager, as requested by Cameron Station Management.

By the Friday before the second Thursday of each month, ProFIT will provide a written report submitted to the Association detailing the following month's programs and/or events. Included in this report will be the previous month's attendance, participation rates for classes, programs and class evaluations, and equipment repair status. The report will also include recommended changes and improvements, updated guest usage data and statistics on overall usage.

ProFIT will provide an annual summary, with an overview of the year, of its activities, programs, problems, and concerns submitted by the Fitness Center Manager, including recommendations and requests for changes, submitted for approval by the Association.

At least ninety (90) days prior to the end of each calendar year, and upon the Association's written request, Fitness Center Management will prepare a proposed income and expense budget for the following year based on the previous year's figures. This report will also include proposed program and guest fees.

ProFIT will maintain an inventory of equipment and supplies and provide this report to the Association.

III. FACILITY OPERATIONS

- A. ProFIT will continue to be solely responsible for staying familiar with the site and conducting work professionally and completely as specified by the terms of the contract
- B. ProFIT will give 48-hour notice to Management for scheduled service changes other than weather related conditions where 48 hours may not be practical.
- C. Any changes to onsite staffing will be communicated to the Association and the Property Management Team.
- D. ProFIT will ensure that the staff is adequate to meet the demands of the facility during peak and normal hours of operation and that all rules and regulations are enforced firmly.

IV. SECURITY, SAFETY, AND INCIDENT REPORTS

A. Security

ProFIT will ensure that the Center is accessed only by approved residents and guests and is always secure. Admittance to the facility will not be granted unless a resident or guest of a resident in the community. Access will only be granted through designated entry ways.

B. Safety (Current and COVID)

Per Virginia State Guidelines, certain safety measures will be taken to ensure the safety of all residents during the worldwide pandemic.

1. Restrictions have been placed and a reservation system are being utilized to control the occupancy of the center during a given timeframe.
2. All residents will be required to complete a waiver prior to activity at the center, to admit consent to participate in all activities.
3. One-way traffic patterns are implemented to prevent overcrowding in tighter areas, such as hallways and stairwells.
4. Enhanced cleaning protocols have been instilled to help reduce the spread of COVID-19
5. All residents and staff are required to wear proper face masks to keep mouths and noses covered while participating in all activities.

C. Incident Reports

ProFIT has accident and incident reporting systems along with staff procedures should a resident or guest be injured, or an emergency occur in the Center. All ProFIT staff are trained on emergency procedures. All incidents will be reported immediately when necessary (within 10 minutes of occurrence), to the Property Manager. If an accident/injury occurs, the form is completed by a staff member, observed by a second person, and signed by all in attendance. That form is then given to the Property Manager with a copy remaining in a locked filing cabinet within 24 hours.

V. EQUIPMENT AND QUARTERLY SERVICES

A. Maintenance

ProFIT will implement a Fitness Center equipment maintenance program, to include daily cleaning, lubrication, and safety checks, which are reported to Fitness Center Manager. In addition, to daily equipment checks, additional equipment cleaning and maintenance standards will be conducted monthly and recorded.

ProFIT will maintain a detailed inventory of exercise and fitness equipment, to include manufacture date, serial number, model number or description, and where possible, milage or hours of use.

B. Repairs

All repairs to broken and out of service equipment will be completed in a timely manner whether by ProFIT staff or an outside contractor designated by the Association and Property Management

C. Preventive Maintenance

ProFIT will manage the maintenance of all equipment through the maintenance provider (Currently Heartline) to ensure the optimum life of the equipment.

ProFIT will engage a contractor that has a consistent track record of excellent service and can provide all facets of exercise equipment purchasing, preventive maintenance, trade-in, relocation, and repair.

Quarterly maintenance visits will be conducted by the maintenance company, in accordance with, fitness industry standards.

Service tickets will be provided to Property Management at the end of each visit, which will be conducted during normal business hours.

ProFIT will follow recommended preventive maintenance tasks and inspections. (See attachment "F".)

D. Replacement

ProFIT will recommend acquisition, replacement, or repair of equipment as needed. ProFIT recommends and will create a five-year capital equipment plan for the benefit of the Association. The Association will be responsible for major component parts and repairs and new/replacement equipment as needed.

VI. GENERAL TERMS AND CONDITIONS

- A. ProFIT will ensure that all licenses and permits required for Fitness Center operations are current.
- B. All additional work other than that which is specified herein shall be the responsibility of the Association or shall be arranged with the contractor at the Association's cost.
- C. Any annual rate adjustments shall be noted in the proposal

VII. INSURANCE

A. Insurance and Indemnification

ProFIT agrees to fulfill the Insurance and Indemnification requirements in accordance with and as designated in the RFP. (Certificate of Insurance currently on file at Cameron Station.)

VIII. MANAGEMENT FEES

ProFIT will be responsible for the selection, training, payment, and supervision of all on-site personnel. All personnel shall be employees of ProFIT. The Center will be staffed with highly qualified personnel. Contract personnel such as aerobics instructors, personal trainers, self-defense instructors, yoga instructors, massage therapists, etc. will be employed by ProFIT, as needed.

ProFIT will be responsible for all costs associated with these personnel to include base compensation, taxes and workers' compensation insurance, training, and professional development. In addition, ProFIT will be responsible for medical insurance for any eligible employees.

The Fitness Specialists services will be included and provided by the Fitness Manager (10 Hours per week), as part of their responsibility.

Monthly Fee Compensation for its services and for the compensation of its employees will be payable on the first of each month, in advance.

COVID 19 Operations: The management fees below show multiple options as requested, however during the pandemic, ProFIT understands the need for flexibility in both staffing levels, hours, and length of time. ProFIT can adjust fees to accommodate weekly and monthly modification. Please note: ProFIT currently provides two staffing people per hour; 12 hours per day beginning December 2020, as approved by the Cameron Station Board of Directors. The RFP calls for three staff people per hour under COVID operations, and we have priced it accordingly.

[Pricing Options Follow]

PRICING OPTIONS

Option #1 – Normal (Post-COVID 19)

Hours per week: 117/118 hours per week

Staff per hour: One staff at the Reception desk

Hours of Operation: Monday -

Friday 4:45am-11pm, Saturday & Sunday 7am-8pm (8:30pm during pool season)

10 classes, 5 included in staffing, 5 given by outside instructors

Monthly Fee: \$14,430

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Option #2 – COVID Modified for the year - 1st Period

10 hours per day, January 1st thru May 28

Hours per week: 210 hours per week

Staff per hour: 3 staff per hour, (Reception, Fitness attendant, and housekeeper)

Hours of operation: The modified hours are Monday-Wednesday-Friday 9am-7pm, Tuesday and Thursday 7am-5pm, and Saturday and Sunday 10am -8pm. The total staffed hours per week are 210.

10 classes, 5 included in staffing, 5 given by outside instructors

Monthly Fee: \$18,660

Option # 2 – COVID 19 Modified for the year - 2nd Period

12 hours per day, May 29 thru December 31, 2021

Hours per week: 252 hours per week

Staff per hour: 3 staff per hour, (Reception, Fitness attendant, and housekeeper)

Hours of operation: The modified hours are Monday-Wednesday-Friday 8am-8pm, Tuesday and Thursday 6am-6pm, and Saturday and Sunday 9am -9pm. The total staffed hours per week are 252.

10 classes, 5 included in staffing, 5 given by outside instructors

Monthly Fee: \$22,940

.....

[Pricing Options Continued on Next Page]

Option # 3 COVID 19 Modified for first period of the year, then return to normal

12 hours per day, January 1st thru May 28, 2021

Hours per week: 252 hours per week

Staff per hour: 3 staff per hour, (Reception, Fitness attendant, and housekeeper)

Hours of operation: The modified hours are Monday-Wednesday-Friday 8am-8pm, Tuesday and Thursday 6am-6pm, and Saturday and Sunday 9am -9pm. The total staffed hours per week are 252.

10 classes, 5 included in staffing, 5 given by outside instructors

Monthly Fee: \$22,940

Option # 3 -Normal Operations – May 28 – December 31, 2021

Hours per week: 117/118 hours per week

Staff per hour: One staff at the Reception desk

Hours of Operation: Monday -Friday 4:45am-11pm, Saturday & Sunday 7am-8pm (8:30pm during pool season)

10 classes, 5 included in staffing, 5 given by outside instructors

Monthly Fee: \$14,430

Optional Year Compensation

After the initial one-year contract, ProFIT will receive a 2% cost of living increase in the management fee for each additional option year.

Operating costs and expenses

The Association will be responsible for all operating expenses except for payroll and related expenses described above and general liability, property, and casualty insurance. ProFIT will carry professional liability insurance in the amount of \$1 million per occurrence and workers' compensation insurance on its employees.

Insurance and Indemnification

ProFIT agrees to fulfill the Insurance and Indemnification requirements in accordance with and as designated in the RFP. (Certificate of Insurance currently on file at Cameron Station)

Attachment A

References

PROFESSIONAL REFERENCES

Fitness Association of the Patent and Trademark Office

Ms. Heather Schubert, President
501 Dulaney Street, Suite 14B45
Arlington, VA 22314
(571) 296-5143

Services provided – Daily management and oversight of the fitness facility.

Potomac Club Homeowners Association

Ms. Roksana Weaver, Property Manager
Potomac Club Owners Association, Inc.
2180 Potomac Club Parkway
Woodbridge, VA 22191
Main: (703) 730-2670 Main; Fax: (703) 730-2673
Rweaver@legumnorman.com

Services provided – Daily management and oversight of the residents' fitness facility and climbing wall.

Hines Properties, Inc.

Ms. Mei Moy-Lui, Sr. Property Manager
Constitution Center
400 7th St. SW, Suite 105
Washington, D.C. 20001
(202) 484-4000

Services provided – Daily management and oversight of the fitness facility.

Fitness Association of the U.S Department of Housing and Urban Development

Mr. Sivert Ritchie, Board President
451 7th St. SW; B-122
Washington, DC 20410
202-402-3266
Sivert.W.Ritchie@hud.gov

Services provided – Daily management and oversight of the fitness facility.

Attachment B

ELEMENTS OF EXCELLENCE

Implementation

- The facility will undergo one EOE walk-through per month with a ProFIT Executive Supervisor. Results to be given to client within the monthly “Client Report”.
- At least once each quarter, the Club will undergo “a secret shop” performed by a “neutral party”.
- All managers will complete no less than one weekly walk-through on their own with an EOE checklist and maintain monthly files for Executive Supervisor review.
- Scores will be kept on file and will be used as a tool for evaluation during the annual review.

Elements of Excellence Facility Standards

1. Appropriate greeting upon arrival. Staff standing, smiling, and looking at the guest.
2. Verbal tour of facility and amenities when appropriate.
3. Facility neat and well maintained with all equipment fully operational and clean.
4. Locker rooms in all areas will be clean, well-stocked and regularly maintained.
5. All pools and whirlpools well maintained and properly functioning with appropriate signage and maintenance records.
6. Knowledgeable staff available to provide assistance on all equipment available in facility.
7. Telephone answered within three rings with standard greeting, calls not placed on hold longer than 25 seconds and the staff is knowledgeable on transfer phone calls to other departments.
8. Appropriate disclaimers on sign-in sheets, licenses and usage figures maintained daily
9. Staff knowledgeable on available programs, personal training, and all other services available in the facility.
10. All “service” employees must be prepared and ready for their appointment 5 minutes prior to scheduled service time.
11. Reception desk neat and presentable at all times, with appropriate information clearly visible, including comment cards.
12. Facility must open and close at all scheduled times.
13. Staff fully knowledgeable on all emergencies and after hour notification procedures.
14. Staff knowledgeable on membership information and taking new member information.
15. Staff knowledgeable on all aspects of key facility operational information.
16. Newspapers and magazines kept current and neat.
17. Staff neat and clean in appearance with standard uniform and nametag.
18. Up-to-date signs and bulletin board professionally presented with schedules and upcoming events (no hand-written signs).

MANAGEMENT DEVELOPMENT TRAINING PROGRAM OUTLINE

Managing Systems

CLUB OPERATIONS

- Club Inspections
- Payroll Procedures
- Group Exercise
- Emergency Procedures
- Nutritional Programs
- Personal Training
- Usage/Utilization
- Enforcing Rules and Regulations
- Customer Service Regulations
- New Member Orientation
- Staff's level of fitness knowledge
- Preventive Maintenance
 - General Liability
 - Cleaning
 - Chemical Use
 - Wet Area Procedures
- Reporting Procedures

Attachment C

JOB DESCRIPTIONS AND PERSONNEL

Cameron Club Center Manager/Activities Director

Job Description

Reports to: Regional Director

Compensation: Salaried; Full-Time Position

Position Summary:

The Fitness Center Manager/Activities Director will be responsible for the overall financial health of the facility and the overall club operations. He/she will develop and direct strategic planning efforts to maximize sales or programming participation while monitoring and controlling expenses to meet planned operating profits. This position will create and execute strategic business plans, promotions, and productivity targets. He/she will also assist ProFIT Corporate Executive Staff with the development of the annual budget and marketing program. He/she will recruit, hire, and train employees/ independent contractors in accordance with established standards, procedures and staffing needs as set forth by the client and ProFIT Corporate. He/she will provide leadership and opportunities for overall individual growth and skill enhancement.

Educational Qualifications:

B.S. Degree in health, fitness, or business management field.

Personal Training and/or certifications associated with the industry.

Experience Required:

Minimum of 5 years management/ supervisory experience in health/fitness club setting. Previous experience in a customer service setting preferred. Sales and marketing experience needed.

Knowledge/Skills required:

Strategic planning, programming/membership marketing and sales skills, employee supervision and training, fitness/health promotion, financial management skills. Strong customer service and written /verbal skills required.

Specific Duties:

- Direct and oversee all Club operations to ensure achievement of program utilization and membership sales in the future, retention goals, business objectives and club profitability.
- Project a positive image to employees, clients, business associates and the community.

- Attend all management functions and meetings associated with client.
- Develop annual strategic plan highlighting targeted operational, marketing, programming, customer service and financial objectives.
- Maintain a developed system for integrating members into the Fitness Center.
- Always ensure proper maintenance and cleaning of the facility and equipment through a documented checklist system.
- Personally, understand and ensure that staff understands and can articulate client's mission statement, facility vision and values.
- Utilize effective recruiting techniques to attract and hire qualified candidates to meet staffing goals at authorized costs.
- Monitor and control payroll and operating expenses to successfully achieve club operating budget.
- Recommend and develop marketing strategies to include planning/coordinating promotions, club activities and effective advertising.
- Formulate and execute strategic plans to measure performance and determine areas of major growth potential.
- Develop and motivate staff, providing leadership and specific performance goals and expectations.
- Enforce safety and maintenance procedures and ensure that all equipment is in good, safe working condition.
- Provide accurate and timely sales and ProFIT forecasting to the Corporate Office.
- Review financial data, prepare reports, and perform administrative functions accurately and on time.
- Maintain cooperation and teamwork in the club, placing a high emphasis on client service and satisfaction.
- Identify, evaluate, and resolve problems in a timely manner, utilizing innovative ideas and sound judgment.
- Ensure high standards of cleanliness and organization.
- Accurately maintain supply and retail stock and inventory control procedures.
- Ensure compliance with all state licensing and health requirements.

- Evaluate employees and initiate counseling separation procedures as needed.
- Maintain up-to-date Standard Operating Procedures (SOP's) for all areas of operation, including but not exclusive to new employee hire orientation, financial administration, fitness and personal training systems, facility checklists and operations, opening and closing procedures, payroll, programs, member attendance and tracking, etc.
- Adhere to all purchasing systems established by ProFIT and client.
- Ensure accurate reporting and maintain historical documents.
- Take necessary steps to ensure and maintain an accurate inventory control system for supplies and merchandise.
- Implement client suggestion box system and ensures timely addressing, resolution and tracking of comments and complaints.
- Implement member satisfaction/interest survey using results to identify trends for improvement and establish new operational objectives.
- Develop and implement systematic membership programs that target new members, general memberships, and low utilization.
- Monitor staff performance in conducting quality membership service, including phone etiquette, front desk service and floor coverage.
- Fully understand and adhere to company policies for hiring, processing, and termination of employees.
- Maintain written job descriptions for all positions and ensure orientation to job descriptions by employees in accordance with company policy.
- Maintain CPR certifications for all positions.
- Conduct ongoing training/educational programs for department.
- Conduct team meetings on a regular schedule/basis.

RECEPTIONIST/FRONT DESK ATTENDANT

Job Description

Reports to: Center Manager/Activities Director

Compensation: Hourly rate; Part-time Position

Qualifications:

CPR Certification required

Equivalent of a High School education required

Job Specifics:

- Minimum 6 months reception experience required
- Cash Register experience preferred but not required
- Ability to multi-task
- Phone etiquette required
- Organizational skills
- Ability to troubleshoot and anticipate problems
- Ability to work both independently and as part of a team

Duties:

- Outwardly positive and enthusiastic towards the job and the club
- Must be a patient and courteous listener, able to show empathy
- “Team” spirit which promotes a productive environment
- Must be able to enforce club policies tactfully
- Effective and flexible under stressful situations
- Able to meet deadlines
- Appropriate uniform/dress including nametag
- Punctuality
- Handle all incoming calls courteously and efficiently
- Greet EVERYONE that comes in the front door (standing and smiling)
- Help promote club programs to members and guests
- Know members names
- Attend all training sessions and staff meetings

**POOL ATTENDANT (PHASE III COVID)
JOB DESCRIPTION**

Reports to: Center Manager/Activities Director

Compensation: Hourly rate; Part-time Position

Qualifications:

- CPR Certification required
- Equivalent of a High School education required

Job Specifics:

- Minimum 6 months reception experience required
- Ability to multi-task
- Ability to troubleshoot and anticipate problems
- Ability to work both independently and as part of a team

Duties:

- Outwardly positive and enthusiastic towards the job and the club
- Must be a patient and courteous listener, able to show empathy
- “Team” spirit which promotes a productive environment
- Must be able to enforce club policies tactfully
- Effective and flexible under stressful situations
- Appropriate uniform/dress including nametag
- Punctuality
- Greet EVERYONE that comes in the pool (standing and smiling)
- Help promote club programs to members and guests
- Know members names
- Attend all training sessions and staff meetings

Attachment E

(add resumes here)

EMPLOYMENT HISTORY

07/2012 - Present **General Manager** **Professional Fitness Management**

A self-motivated and organized professional with more than 10 years' experience in training development, motivation and team building/leadership, general and targeted program management.

- Manage department heads including front desk staff, group exercise personnel in conjunction with master trainers and fitness specialist.
- Creative solutions, program development, implementation of industry standards.
- Provide and oversee technical support, of facilities and equipment.

03/2011 - 08/2013 **Personal Trainer/Group X Instructor/** **Crunch Fitness**

Head trainer and lead group fitness instructor.

- Assist in wellness management and goal orientations.
- Provide a positive and healthy environment which fosters social skills and team dynamics.
- Creating and tracking statistics across multiple platforms.

10/2008 - 04/2010 **Operations Manager** **Gold Gym Int.**

- Staff management and director of facility operations
- Director of sales and merchandising
- Technical support and facility maintenance

EDUCATION HISTORY

05/2001 **University of Maryland-College Park** **Kinesiology and Exercise Science, Bachelor's Degree**

06/1994 **Northwestern High School** **High School, Diploma**

CERTIFICATIONS & HONORS

02/2018 **Red Cross CPR/AED**

07/2004 **NASM CPT**

05/2011 **ACE GFI**

Cody Nicholas
codyrnicholas@icloud.com
703-618-2120
WORK EXPERIENCE

PROFESSIONAL FITNESS MANAGEMENT

General Manager 2016-Present

Prepare or implement budgets and strategic, operational, purchasing, or maintenance plans.
Recommend or approve new program or service offerings to promote wellness and fitness, produce revenues, or minimize costs.
Teach fitness classes to improve strength, flexibility, cardiovascular conditioning, or general fitness of participants.
Track attendance, participation, or performance data related to wellness events.
Respond to customer, public, or media requests for information about wellness programs or services.
Manage or oversee fitness or recreation facilities, ensuring safe and clean facilities and equipment.
Operate, and instruct others in, proper operation of fitness equipment, such as weight machines, exercise bicycles, benches, hand weights, and fitness assessment devices.

AEROBODIES, ALEXANDRIA, VA

Fitness Trainer Jul 2011- November 2016

Observe participants and inform them of corrective measures necessary for skill improvement.
Instruct participants in maintaining exertion levels to maximize benefits from exercise routines.
Offer alternatives during classes to accommodate different levels of fitness.
Plan routines, choose appropriate music, and choose different movements for each set of muscles, depending on participants' capabilities and limitations.
Teach proper breathing techniques used during physical exertion.
Monitor participants' progress and adapt programs as needed.

AQUILA LTD, MIAMI, FL

Fitness Manager, Oct 2010 - Jun 2016

Develop or coordinate fitness and wellness programs or services.
Supervise fitness or wellness workers, such as fitness instructors, recreation workers, nutritionists, and health educators.
Conduct or facilitate training sessions or seminars for wellness and fitness staff.
Develop fitness or wellness classes, such as yoga, aerobics, weightlifting, and aquatics, ensuring a diversity of class offerings.
Maintain wellness- and fitness-related schedules, records, or reports.

EDUCATION

VIRGINIA COMMONWEALTH UNIVERSITY, RICHMOND, VA

BS, Dec 2009
Exercise Science Major

Jill Bakner

211 Red Jade Dr, Upper Marlboro, MD 20774; 717-360-1327;
Jill.Bakner@gmail.com

Experience

Program Director

Professional Fitness Management LLC, Washington, DC
May 2020- Current

- * Responsible for oversight of a federal government fitness contract
- * Create, develop, and implement annual programming both on site and virtually for members of the facility as well as for other clients in our company network
- * Contribute to the planning and implementation of multiple facility re-openings and the resuming of operations under modified restrictions during a worldwide pandemic
- * Provide leadership and expertise to expanding the company brand
- * Assist in oversight of multiple clubs and management

Senior Health Fitness Program Manager

Corporate Fitness Work, Washington, DC
December 2016 – April 2020

- * Responsible for the successful execution of service deliverables/ statement of work
- * Ensure that all contract requirements, deliverables, and budgets are met
- * Facilitate regularly scheduled meetings with client representatives to maintain a current understanding of each client's overall business objectives
- * Evaluate client reports, provide ongoing performance feedback, deliver annual performance reviews, and monitor goal progression for all Team Leaders.
- * Lead the creation, implementation and execution of annual program calendar/strategic plan as well as 5 year purchasing and budget projections
- * Engage with members on a one-on-one basis, providing support, ensuring safety, and enhancing their overall membership experience.

Health Fitness Program Manager

Corporate Fitness Works, Washington, DC

November 2006 – December 2016

- * Oversaw all administrative tasks performed on site including, but not limited to reporting, data collection, filing, and financial collecting
- * Oversaw all Operations of the facility to ensure the quality of the program and satisfaction of the client
- * Supervised all Team Leaders and Group Exercise Instructors associated with the Fitness Center and provide growth and development opportunities
- * Worked Closely with the Client to ensure excellent customer satisfaction
- * Provided client with monthly updates on membership statistics, incoming revenue, and facility issues and updates
- * Created annual plans and 5 year purchasing and budgeting proposals
- * Developed and implemented award winning programming
- * Assisted Wellness Team to lead various health fairs, administer biometric screenings, and present wellness topics to diverse populations
- * Assisted in the start-up, implementation of policy and procedures, and hired all on site staff of two new corporate fitness facilities within the company
- * Oversaw all day to day activities at the Fitness Center, by interacting with over 800 members
- * Expert at conflict resolution

Assistant Health Fitness Program Manager

L&T Health and Fitness, Washington, DC

January 2005 – November 2006

- * Supervised the Senior Fitness Specialist
- * Assisted with all administrative paperwork as well as membership procedures and filing
- * Completed weekly and month reports of data collections and submitted to the Manager as well as the Senior Account

Manager

Senior Health Fitness Specialist

L&T Health and Fitness, Washington, DC

December 2003 – January 2005

- * Assisted with all day to day operations of a Corporate Fitness Center (Government Facility)
- * Managed multiple programs and projects independently as well as in a team environment
- * Group Exercise Coordinator that oversaw class scheduling, payroll, budget

Education

Bachelor of Science: Kinesiology

The Pennsylvania State University, University Park, PA

May 2003

Certifications

ACSM Certified Exercise Physiologist

American Red Cross CPR/First Aid/AED

Leadership

Metro Washington Chapter of the Penn State Alumni Association, Vice President July 2018-July 2020

Metro Washington Chapter of the Penn State Alumni Association, Social Chair October 2015- July 2018

Penn State Alumni Association Member 2003- Present

Special Olympics Volunteer Coordinator for Prince Georges County, Maryland January 2018- April 2020

Special Olympics Coach for Prince Georges County, Maryland March 2015- Present

American College of Sports Medicine Member 2003- Present

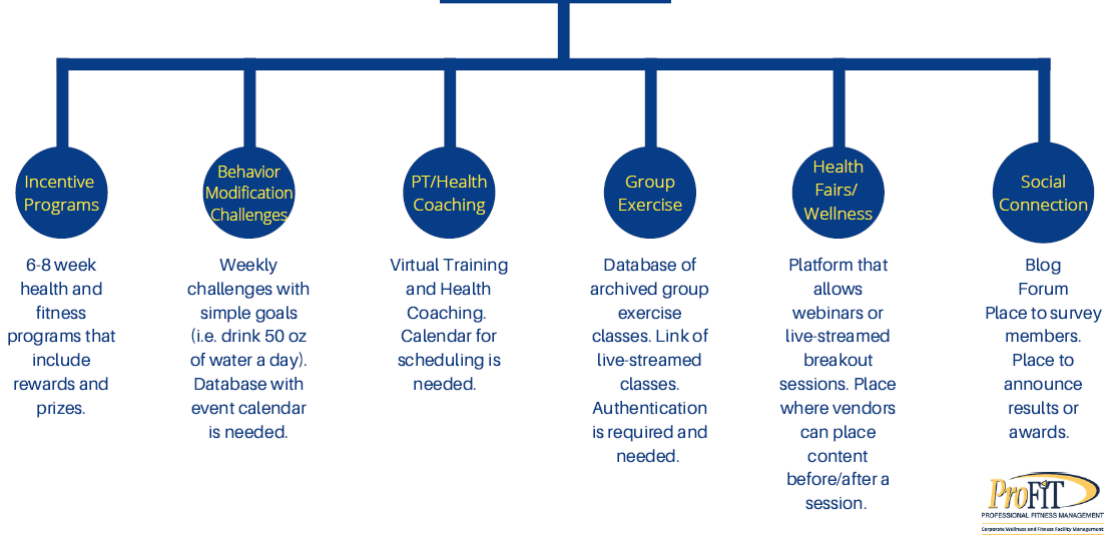
Attachment D

ProFIT CARES+

Professional Fitness Management

Virtual Health & Wellness Platform for *ProFIT CARES+*

BEHIND THE PAY WALL





ProFit CARES +

VIRTUAL HEALTH AND WELLNESS PLATFORM

LEVELS OF COMMUNITY

- Single Club – All information is only viewable by members of each particular location. Only the Program Manager/GM and Regional Director can view what's going on in that portal.
- All Club – All members and/or GMs can view all information via a "bulletin board" (including but not limited to challenge results, employee of the month, member of the month, etc.)

COMMUNICATION

- Members can communicate with each other within their club forum/blog
- Members can communicate with all participants within company-wide programs via program forum/blog
- GMs can communicate with each other via platform
- Administrator can send surveys to all members under the ProFit Cares + Platform

CALENDAR

- Club Calendar accessible by members for:
 - o Incentive program dates
 - o Simple challenges start dates and descriptions
 - o Group Ex class days, times
 - o Health Fair dates

INTRANET

- Place where managers/employees can find support document templates (i.e. incident report, new hire paperwork, vacation request timesheets)
- Place where employee newsletter can be distributed



Attachment E

EXERCISE EQUIPMENT MAINTENANCE CHECK LIST



PROFESSIONAL FITNESS MANAGEMENT

EXERCISE EQUIPMENT PREVENTIVE MAINTENANCE

STRENGTH EQUIPMENT

All preventive maintenance activities must be performed on a regular basis. Performing routine preventive maintenance actions can aid in providing safe, trouble-free operation of all strength equipment.

DAILY

- Upholstery: Wipe down soiled upholstery with recommended cleaning products such as Gym Wipes or a mild solution of 10% household liquid dish soap and 90% warm water.
- Frames: Wipe down with [GymWipes wipes](#) or a mild solution of car wash soap and water, dry thoroughly. For chrome tubes or areas of heavy use apply a coat of car wax to resist corrosion from sweat.

WEEKLY

- Inspect all bolts for looseness, tighten as required.
- Inspect all cables and belts for wear or damage.
- Inspect all handles and grips for wear or damage, particularly handle connecting points.
- Inspect all snap links for proper latching or wear.
- Inspect all labeling for readability; this includes placards, warning, and caution decals.
- Inspect all weight stacks for proper alignment and operation.
- Wipe all guide rods clean and lubricate with a lightweight motor oil.

YEARLY

- Inspect and replace if necessary, all belts and cables at least once a year.

CARDIOVASCULAR PRODUCTS

All treadmills need to be installed on a dedicated circuit with independent grounds. This is important for proper function and safety reasons. It will also extend the life of certain components.

All preventive maintenance activities must be performed on a regular basis. Performing routine preventive maintenance actions can aid in providing safe, trouble-free operation of all cardiovascular equipment.

AFTER EACH USE

- Wipe any liquid spills immediately. After each workout, use Gym Wipes to wipe any perspiration from grips or painted surfaces.
- Do not apply harsh solvents to displays or plastic surfaces, they may damage or discolor.

MONTHLY OR (EVERY 1000 MILES)

- Vacuum in and around machine. Remove covers to vacuum inside, carefully clean around motors and electronics. CAUTION: Be sure to unplug unit before removing covers, high voltages may still be present.
- Inspect power cords (if present) for damage in the housing or to the outlet prongs.
- On treadmills, we also recommend cleaning the belt and deck surface four times year with a cloth.

YEARLY OR (EVERY 5000 MILES)

- Inspect belts for wear and decks for grooves or bare wood exposed.
- Inspect cables and grips for wear and replace as needed.

A background image of a modern gym with large windows. In the foreground, a man with a beard and a woman are running on treadmills. The man is wearing a maroon t-shirt and black shorts, and the woman is wearing a black sports bra and leggings. They are both wearing earbuds. In the background, another woman is running on a treadmill. The gym has a clean, bright atmosphere with wooden floors and large windows letting in natural light.

PROPOSAL TO PROVIDE

/ MANAGEMENT

The Fitness Facility at the Cameron
Station Community Association in
Alexandria, Virginia

Presented to:
Cameron Station Community Association

November 20, 2020

WTS
INTERNATIONAL



CONTENT

INTRODUCTION

COMPANY OVERVIEW & POINT OF CONTACT BIO

TEAM BIOS

BENEFITS & ADVANTAGES

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REFERENCES

CLIENT AWARDS

SCOPE OF SERVICES



INTRODUCTION

We appreciate this opportunity to present our proposal to resume Management services for the fitness facility located at Cameron Station Community Association in Alexandria, Virginia.

During the transitional phase, a WTS assigned Operations Director will work closely with you and focus on providing a consistently high standard of guest experience through the hiring and training of exemplary staff, analysis and review of current programs, procedures, membership sales, menus, promotions, and will help prepare your facility in all other ways for transition to WTS management.

Throughout the management phase, the focus will be on staffing, implementation of a wide variety of services and programs, facility operations and administration, marketing and promotions and assessing and refining the support systems for optimal performance.

We look forward to answering any questions you may have as you review our proposal. Thank you for considering WTS International for this project and we look forward to collaborating with you.

COMPANY OVERVIEW

WTS International, Inc. is a 47-year-old company specializing in consulting and management services for spas, fitness /wellness and leisure facilities worldwide. Our team has worked with hundreds of hotels, resorts, clubs and commercial properties in over 30 countries providing advisory, design and operating solutions. We have extensive experience in the wellness, spa and fitness industries, including distinctive design, business analysis, treatment and program development, staff selection and training, and all aspects of operations.

Throughout this history of creating world-class spa and fitness facilities around the globe, WTS has been recognized for capturing authentic and marketable qualities from the local culture, and delivering distinctive guest, tenant, member and resident experiences. Our team members have extensive backgrounds in all phases of spa, fitness operations and guest service and we have been involved in some of the most prestigious spa and fitness facilities around the globe. With the breadth of our planning, design, and operational experience, the WTS team is uniquely qualified to deliver turn-key solutions.

Our vast experience includes both new and existing facilities and those serving hotel guests, local residents and tenant employees. We have represented hotel owners, developers, architects and property operators providing a wide range of spa, fitness and wellness advisory and management services for leisure facilities worldwide.

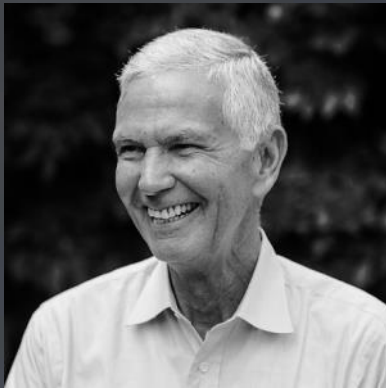
WTS POINT OF CONTACT



Henry Gudelsky
CORPORATE OPERATIONS DIRECTOR,
LIFESTYLE AND FITNESS DIVISIONS
Rockville, Maryland Office
hgudelsky@wtsinternational.com
301 622 7800 ext. 115

A graduate of the University of Maryland at College Park with a double degree, Henry comes to WTS with over 18 years of experience in the service and hospitality industry. After spending 6 years in the restaurant industry, Henry worked with Town Sports International for 9 years. During his tenure there, he served as a General Manager, Area Manager, Regional Sales Training Manager, and Manager of Training and Development. Henry was responsible for the design, implementation and oversight of all training for staff involved in sales, operations, and service and performance development. As a WTS Corporate Operations Director, Henry is responsible for overseeing multiple mid-Atlantic accounts while also helping WTS with implementing major staff training initiatives including the WTS Learning Management System and Virtual Classroom.

TEAM BIOS



Gary Henkin
CHIEF EXECUTIVE OFFICER

Mr. Henkin is President and Founder of WTS International, one of the world’s largest and fastest-growing leisure consulting and operating firms providing services to hotels, resorts, luxury residential properties, exclusive golf and country clubs, day spas and real estate developments throughout the United States and overseas. Mr. Henkin brings over four decades of experience in the planning, design and management of health clubs, spas and athletic facilities of all types. He has also coordinated and developed numerous feasibility and needs assessment studies for prospective spa and health club properties.

He received a Bachelor of Science Degree from the University of Maryland in 1966. Presently, Mr. Henkin resides in Maryland with his wife and is active in a number of Washington, D.C. charitable foundations.



Todd Walter
PRESIDENT

Todd oversees the company’s portfolio of managed facilities and other design, feasibility, and pre-opening work. Todd began his professional career in commercial banking, lending money to middle-market companies. Todd received his MBA from the University of Virginia Darden School of Business and transitioned into the management industry. Todd joined WTS International from spa and salon operator Mynd Spa & Salon, formerly The Red Door Salon & Spa, where he served as EVP & Chief Financial Officer, Chief Operating Officer, and finally, Chief Executive Officer, overseeing a national footprint of spas and salons. Todd spent 14 years as CEO of Red Door/Mynd, overseeing 25 facilities and 1,300 employees. During his tenure at Red Door, he also served on the Board of the International Spa Association, serving as Treasurer and an Executive Committee member for four of his six years.



Scott Krosnowski
CHIEF FINANCIAL OFFICER

For over fifteen years, Scott Krosnowski, has been extensively involved in the financial and IT operations for resort, residential and private club spas and fitness centers throughout the US and abroad. Mr. Krosnowski specializes in spa and fitness accounting, forecasting and financial reporting. His expertise ranges from constructing financial budgets for new facilities in their pre-opening stages to auditing and recommending growth strategies for existing properties.

In addition, he is responsible for site software selection, specifically client and staff systems that provide data and reports essential to efficient spa and health club management. Mr. Krosnowski works closely with our clients and staff, ranging from architects and developers to general managers and spa directors, to develop and implement the most appropriate and cost effective financial and information technology systems and procedures.

Mr. Krosnowski graduated from the American University in Washington D.C. with a Bachelor of Science in Business Administration with focus in Accounting and Finance.

TEAM BIOS



Chris Griebe
SENIOR VICE PRESIDENT,
FITNESS

Chris Griebe is a graduate of the Organizational Leadership MBA program at Grand Canyon University and earned a masters degree in Exercise Physiology and Biomechanics from University of California, Fullerton. Chris has been working in the public and private health and wellness fields for over 20 years. He began his career as a personal trainer with a passion for wellness and improving clients' lifestyles. Over the years he has been managing multi-site wellness centers, private clubs, hospital systems, and national fitness resorts with expertise in large-scale, multi-site organizational management, new business acquisition, team transition, and operational efficiency.



Mary Simpkins
DIRECTOR OF MARKETING

Mary Simpkins serves as the Corporate Marketing Director working with onsite managers to strategize, develop, train and implement programming and promotions that increase revenue and create awareness among target demographics. Mary works directly with WTS-identified advertising and marketing partners to ensure best practices and data-driven marketing is taken into account when developing the various onsite strategies. Mary first joined WTS in 2006. She has worked in various roles as a Pre-Opening Task Force Member, Transition Manager, Spa Director and Recruiting Specialist. In 2013, Mary returned to corporate headquarters bringing operational expertise to her role as Marketing Communications Manager before becoming WTS' Director of Marketing in 2018.



Pam Bucklinger
CONTENT MARKETING DIRECTOR

Pamela Bucklinger worked at the Smithsonian's National Zoo for the last 20 years in various positions and ended her tenure as the Assistant Director of Corporate Programs. Pam's responsibilities included creating fundraising programs to raise revenue for the Zoo, designing and implementing award-winning education programs, planning and executing large fundraising events, overseeing a large membership base, and creating corporate partnerships to strengthen the Zoo's mission. Pam has a Master's in Education and is a published writer. As the Content Marketing Director, Pam's primary responsibilities include developing high-impact marketing materials, both print and digital, as well as promotions and events, to help WTS clients build consumer participation and increase revenue.

TEAM BIOS



Mary Lynn Mellinger
DIRECTOR OF PLANNING & DESIGN

Mary Lynn serves as the lead Project Designer for key accounts within the WTS portfolio. In her career as an interior designer she has designed a broad spectrum of hospitality projects including hotels, private clubs and senior living environments. Since joining WTS in 2014 she has designed spas for such hotel brands as St. Regis, Four Seasons, Ritz Carlton and W, in the U.S. and abroad. She knows that designing with an operator’s eye makes all the difference in the successful result of a spa or leisure facility.

A graduate of Moore College of Art and Design, Mary Lynn is a licensed interior designer, having passed the profession’s benchmark NCIDQ exam for professional excellence and is skilled in AutoCAD and concept design. She is also LEED accredited, always working to incorporate sustainable building practices into her designs. Additionally, Mary Lynn’s background extends further into the health and wellness field as she is a certified yoga instructor involved in teaching people with special needs in the local community.



Susan Shanmugham
SENIOR PROJECT DESIGNER

Susan takes the lead on fitness design projects. Her background in interior design for healthcare facilities and a passion for fitness organically led her to the wellness arena. Joining the WTS design team in 2015, Susan quickly earned a reputation in the industry for being forward thinking and is always exploring the latest trends in fitness. She has led the design efforts for various private clubs, corporate facilities, multi-family residences and health clubs internationally. Susan received a B.S. in Interior Design from Virginia Tech. Upon graduation, she focused on promoting wellness in healthcare facilities through evidence based design and sustainability. A LEED accredited professional, she has extensive knowledge about sporting facilities, having contributed to gymnasiums, stadiums and field houses while working in the education sector.



Theresa Van Deusen
PROJECT DESIGNER

Theresa brings her knowledge and experience in hospitality interior design to the WTS design team. She has designed hotel renovations for Marriott and Renaissance brands including concept development, specifications and renderings for guestrooms, public spaces and amenities such as fitness centers. Theresa graduated from Chatham University with a B.S. in Interior Architecture and brings a wealth of wellness activities to the position of Project Designer. She is proficient in AutoCAD, Revit, Sketchup and other software related to design. Swimming and aquatics have been a lifelong pursuit, and a passion for hiking and outdoor adventuring in our national parks are among her latest wellness activities.



BENEFITS & ADVANTAGES

- WTS will partner with you to create a facility that will enrich the overall guest experience and offer forward thinking products and services.
- WTS is well experienced in all facets of operation, promotion and program development for spa, fitness and wellness facilities of all types. We have in place a significant infrastructure which allows for a more focused approach on each area of the wellness operation.
- WTS offers a diverse array of spa, fitness and lifestyle programs designed to stimulate interest and enhance participation levels.
- WTS, throughout over four decades in business, meets or exceeds our client's operational and financial goals and expectations. Our track record has been to maximize revenue and bottom line results while creating a luxury guest experience.



THRIVE ON 8
CHICAGO

WTS CLIENTS

Over 120 clients across CRE, Hotel, Corporate and Multi-Tenant Sectors.



References

Name	Company	Project/Location	Contact Info
Jason Mello <i>Board President</i>	Ashburn Pavilion	Ashburn Village <i>Ashburn, Virginia</i>	melloavboardmember@gmail.com
Tony Johnson <i>General Manager</i>	Kingstowne Residential Owners Corporation	Kingstowne Residential Community <i>Alexandria, Virginia</i>	703.922.9477
Sara Gilliam <i>Vice President, Operations</i>	Olympia Management Services	Southern Highlands Country Club <i>Las Vegas, Nevada</i>	702.361.6640



CLIENT AWARDS

We are extremely proud of the awards given to WTS-affiliated properties by the most prestigious industry organizations and publications.

SCOPE OF SERVICES

WTS INTERNATIONAL, LLC. (hereinafter, referred to as “WTS”) proposes to provide the following services for the fitness facility located at Cameron Station residential community in Alexandria, Virginia (the “Facility”) on behalf of **Cameron Station Community Station Community Association** (“Client”). This document is a proposal for WTS to provide the services described herein and not a formal contract. Therefore, the parties agree that this document does not bind either party to proceed. If the terms included herein are acceptable, WTS will prepare an Agreement for Client’s review and signature.

Daily Management

WTS will provide complete management and day-to-day operational services for the Facility under the authority of the Client's appointed representative. WTS' role in this area will include the following:

- WTS shall provide a full-time Fitness Manager/Trainer who will spend thirty (30) hours per week at the reception desk and provide five (5) forty-five (45) minute fitness classes per week to Club patrons without any additional fee to the Association or patrons. The type of class shall be determined by WTS in its reasonable discretion and with final consent of the Association.
- WTS shall provide one staff member assigned to the reception desk during all hours of operation.
- WTS shall provide one staff member assigned to specific COVID19 responsibilities during Period 1 (see above chart).
- WTS shall provide as an Option Price, the weekly incremental cost should it be necessary to continue with the COVID19 responsibilities for any time during Period 2 (see above chart).
- Enforce all usage rules and policies according to "Virginia Phase III guidelines" and Cameron Station until advised otherwise by the state or federal requirements related to the current State of Emergency or any modification or continuation thereof. WTS shall make changes to its operational procedures to the extent necessary to comply with any changes to state or federal requirements or any policies adopted by the Association's Board of Directors related to the operation of the Club.
- Ensure all appropriate disinfecting and cleaning supplies, gym wipes and hand sanitizer stations are available for use by staff and residents.
- WTS shall be responsible for implementing activities, events, programs, and classes based upon interest and participation for the benefit of the residents of the community, with the final consent of the Association. Any classes or events outside the scope of the base contract shall be priced and provided to the CCFC for evaluation.
- All personnel employed by WTS shall be thoroughly trained prior to being permitted to work in the community.



Daily Management

- WTS will do the following:
 - Introduce the Fitness Manager to the Community
 - Introduce the Fitness Manager to the Community through newsletter and website
 - Introduce the Fitness Manager to the Association Board and committees
 - Review all past programs and activities and make recommendations for improvement
 - Develop and provide a dynamic health/fitness, wellness, and personal care program for members. This shall be updated quarterly.
 - Review current procedures and policies for the use and operation of the Club and make recommendations for improvement.
 - Make reasonable effort to ensure compliance by all patrons of the Club Rules.
 - Attend monthly CCFC and CS Board of Directors meetings and make presentations as requested.
 - Provide detailed monthly report describing all aspects of operations including utilization and status of equipment.
 - Maintain inventory of all equipment and where possible, associated usage.
- WTS is solely responsible for becoming familiar with the site and conducting the work professionally and completely, as specified.
- WTS shall give 48-hour notice to Management for scheduled service changes other than weather relate conditions where 48 hours may not be practical.
- WTS must provide a list of maintenance tasks to be performed on each machine.
- WTS shall ensure timely repairs to all broken or out of service equipment.
- WTS shall ensure that Center is accessed only by approved residents and guests and is secure at all times.
- WTS shall ensure that all licenses and permits required for Fitness Center operation are current.
- WTS shall report as soon as practical any and all incidents/accidents and prepare written reports to Association as soon as practicable.



Daily Management

ADDITIONAL WTS TRAINING & STAFF SUPPORT

WTS Onboarding

WTS Director On-boarding is a series of trainings aimed at developing new directors to effectively run their fitness program and facility. WTS requires all new directors to attend a comprehensive two-day management and leadership training. This training is conducted by key executives from WTS and will provide inclusive training in several key leadership and management topics. Directors will have the opportunity to meet their support team in the following areas: finance, marketing, legal, HR, recruiting, payroll and more.

Regional Managers Meeting

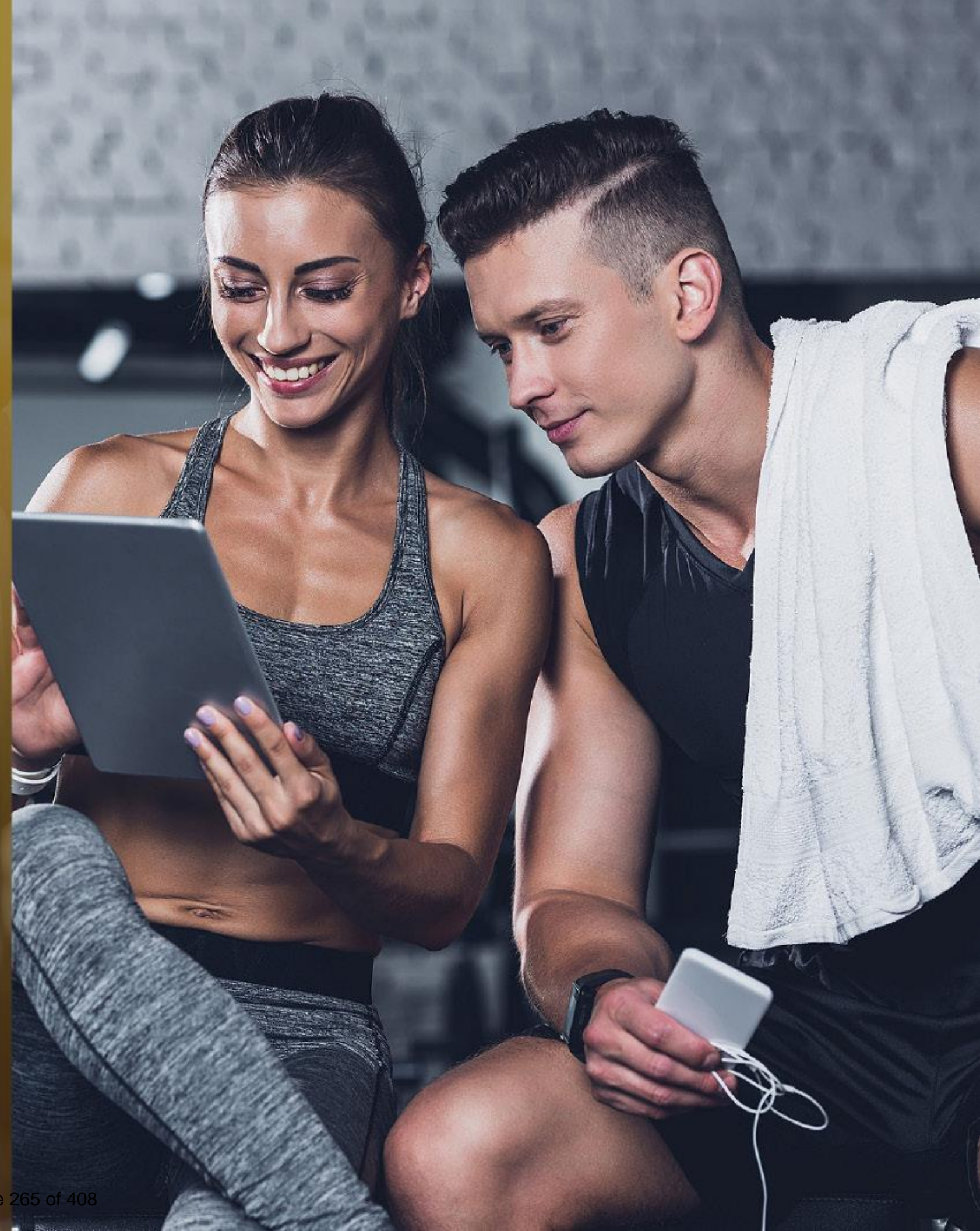
A full day of teambuilding and collaboration between WTS Lifestyle, Wellness and Fitness Directors from other WTS-affiliated properties along with corporate support team members. These meetings allow interaction between regions where we roll out new initiatives, discuss trends in the industry, and share best practices on topics such as programming, staff management, and building resident engagement & excitement.

Corporate Site Visits

A Corporate Operations Director (COD) will be assigned to each community and Fitness Director. The COD's role is to support the Director and team members with everything from resident communications, event planning & implementation, prospective buyer outreach, marketing and client relations to training and continuing education. The COD will be onsite approximately every 60 days to evaluate the Directors and WTS's performance, lend support to the team, conduct a site visit and walk-through, discuss financial performance and meet with the client. Additionally the COD will conduct weekly or bi-weekly 1:1 calls with the Fitness Director. CODs will lead monthly lifestyle & fitness calls with required attendance by the Fitness Director, focused on connecting all WTS-affiliated sites/operations and sharing programming ideas, event planning tools, vendors, etc. Our Corporate Operations Directors are direct extensions of our onsite team members and work very closely with our clients.

FACILITY OPERATIONS AND ADMINISTRATION

- Continuous identification of trends in the fitness / wellness industry.
- Recommend on an ongoing basis, capital equipment replacements, additions and operational improvements for Client approval.
- Maintain monthly inventory of equipment and supplies.
- Review and respond to all guest suggestions.
- Establish tracking procedures for treatments, services and facility utilization.
- Prepare reports to Client of any incidents, accidents, etc



MARKETING AND PROMOTION

WTS will work in tandem with our on-site Director to effectively market the property. This will include the following:

- Review, consult and support WTS Director in the creation of an effective marketing and sales plan and effective internal and external promotion and begin implementation.
- Support the WTS Director in developing quarterly signature programming for promotion to prospective facility guests.
- Support the WTS Director in creating advertising/promotional schedules.
- Review, consult and make recommendations on relevant collateral pieces.
- Review, consult and make recommendations on website, including online sales, navigation, overall look and feel, and other recommendations as necessary.
- Consultation with in-house or outside graphics firm on the writing or design of existing or new marketing pieces.
- Train and supervise WTS personnel in the promotion and participation of programs and events.
- Provide WTS Director access to the WTS Knowledge Network online library of promotional materials, graphics and other resources.
- Provide weekly #WellnessWednesday social media content on the WTS Knowledge Network for the WTS Director to use as complementary content.
- Train WTS Director on specialty programs like the WTS Social Media Champion to build following for the facility on social media outlets.
- Provide WTS-negotiated Deal Site (Groupon/TravelZoo) and advertiser benefits (including discounted rates) directly to the managed facility.
- Train WTS Director on how to best take advantage of deal sites and advertising opportunities, calendar or promotions, and merchant center access to review sales and demographics to ensure sustained profitability.
- Access to WTS Enhanced Marketing Services—customized marketing, promotional pieces, social media content, creative writing, and more—created to match the property’s brand standards—at significantly below-market rates.

ENHANCED MARKETING

WTS would be responsible for creating and executing the marketing plan to maximize memberships and income generating programs.

RETAIL MERCHANDISING AND DISPLAY (IF APPLICABLE)

- Develop a viable strategy to be used in the display, merchandising and promotion of retail goods.
- Train staff to promote and sell the retail goods offered at the Facility.
- Establish price points for the sale of merchandise.
- Create promotional items for sale such as gift certificates.
- Develop, with Client approval, an inventory system and oversee this system through the Director.

COMMUNICATIONS

WTS will submit customized monthly written reports to the Client summarizing operations, financials, services and programming, participation levels, problems and any other areas pertinent to the operation of the Facility. WTS corporate representatives will meet with and communicate consistently with the Director, staff and the Client. Written communication, consistent site visits and input to the Facility staff will be provided.



HOLIDAYS

WTS recognizes the following holidays that will result in the closure of the Facility:

- Easter
- Thanksgiving Day
- Christmas Day

INSURANCE

During the contract period, WTS shall secure and keep in full force and effect, adequate insurance coverage as defined below:

- Bodily injury insurance, with limits of not less than \$100,000 for each person and \$300,000 each accident.
- Workmen's compensation insurance as required by local and state regulations.
- Property damage liability coverage with a limit of not less than \$50,000 per occurrence.
- Coverage shall also include medical payments to third parties.
- All insurance coverage referenced above shall include the Community Association and management company as an additional named insured. All renewals, cancellations or other matters that might materially affect the WTS's insurance coverage shall be brought to the attention of the Association immediately.

Current Evidence of Insurance included following the Terms & Fees page.



Terms and Fees

OPTION ONE – Pre-COVID STAFFING: Monthly All In Fee: \$22,480 (\$269,761 ANNUAL)

- Hours of Operation
 - Monday – Friday: 4:45am to 11:00pm
 - Saturday / Sunday: 7:00am to 8:30pm
- FT Fitness Director
- Reception: 87.25 Hours per week non summer / 88.25 hours per week in summer
 - Director covers an additional 30 hours per week at the desk
- Fitness Attendant: 117.25 hours per week
- Group Exercise Classes: 5 per week
 - Director covers an additional 5 classes per week
- Payroll taxes, benefits and fees
- WTS Management Fee & GL Insurance

OPTION TWO – COVID STAFFING: Monthly All In Fee: \$22,242 (\$266,901 ANNUAL)

- Hours of Operation
 - Monday / Wednesday / Friday: 9:00am to 7:00pm
 - Tuesday / Thursday: 7:00am to 5:00pm
 - Saturday / Sunday: 10:00am to 8:00pm
 - 10 Hours per Day January 1st to May 28th
 - 12 Hours per Day May 29th – December 31st (add one hour on each end of the day to the above schedule)
- FT Fitness Director
- Manager on Duty: 30 hours per week until May 28th / 44 hours per week May 29th – December 31st
 - Director covers an additional 40 hours per week as MOD
- Receptionist: 70 hours per week until May 28th / 84 hours per week May 29th – December 31st
- Fitness Attendant: 70 hours per week / 84 hours per week May 29th – December 31st
- Group Exercise Classes: 5 per week
 - Director covers an additional 5 classes per week
- Payroll taxes, benefits and fees
- WTS Management Fee & GL Insurance

Optional Pool Attendants

- Per the RFP, the weekly incremental increase in season (June, July, August) for Pool Attendant coverage is: **\$1,234 per week**
 - This adds an additional 70 hours per week for Pool Attendants
 - Hours of Operation: Monday – Sunday: 10:00am – 8:00pm
 - Inclusive of payroll taxes, benefits, and fees





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMS Insurance Associates, Inc. 20 Wight Ave Suite 300 Hunt Valley MD 21030		CONTACT NAME: Britany Nelson PHONE (A/C, No, Ext): 443-632-3389 E-MAIL ADDRESS: bnelson@hmsia.com		FAX (A/C, No): 443-632-3493
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty Co. of America		25674
		INSURER B: The Burlington Insurance Company		23620
		INSURER C: Beazley Insurance Co., Inc.		37540
		INSURER D: Fireman's Fund Insurance Company		21873
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1484281905**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6303G773880TIL	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA6N23658A	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			HFF0010628	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB6N139625	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A C	Excess Liability \$20M x \$5M Liquor Liability Sexual Abuse/Molestation			USL002271192 6303G773880TIL W24A33200301	10/1/2020 10/1/2020 10/1/2020	10/1/2021 10/1/2021 10/1/2021	Ea/Agg 20,000,000 Ea/\$1,000,000 Agg/ 10,000,000 Each Claim/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage: Medical/Spa Professional Liability, coverage included for Sexual Abuse/Molestation
Limit: \$5,000,000 each claim/\$5,000,000 aggregate
Deductible: \$5,000
Blanket Additional Insured
Policy No.: W24A33200301
Effective: 10/01/20 - 10/01/21
Carrier: Beazley

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

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AGENCY HMS Insurance Associates, Inc.		NAMED INSURED WTS International, LLC 3200 Tower Oaks Blvd Suite 400 Rockville MD 20852
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Coverage: Excess Professional Liability
Limit: \$5,000,000
Policy No.: LHZ779621
Effective: 10/01/20 - 10/01/21
Carrier: Landmark American Insurance

Coverage: Consultants Professional Liability
Limit: \$1,000,000
Deductible: \$5,000
Blanket Additional Insured
Policy No.: W24A33200301
Effective: 10/01/20 - 10/01/21
Carrier: Beazley

General Liability: Additional Insured, on a Primary Non-Contributory basis, Ongoing Operations, Completed Ops, and a Waiver of Subrogation, when required by written contract or agreement with the named insured.

Excess Liability: Additional Insured, on a Primary Non-Contributory basis, Ongoing Ops, and Waiver of Subrogation, when required by written and executed contract with the named insured.

Auto Liability: No Additional Insured. Waiver of Subrogation, when required by written contract or agreement with the named insured.

Workers' Compensation: Waiver of Subrogation via form WC 00 03 13 00 01, when required by written contract executed prior to loss.

Also listed as Named Insureds on above policies, except for the WC:

WTS International, LLC.
WTS Intermediate Holdings, LLC
H&K Leisure, Inc.
CI (WTS) Holdings, LLC
CI (WTS) Investment Holdings, Inc.



THANK YOU.

Questions? Please contact

Jackie Henkin
SVP, Business Development
WTS International

jhenkin@wtsinternational.com
(301) 622-7800 extension 119

WTS
INTERNATIONAL

WTS

INTERNATIONAL

News

NOVEMBER 17, 2020

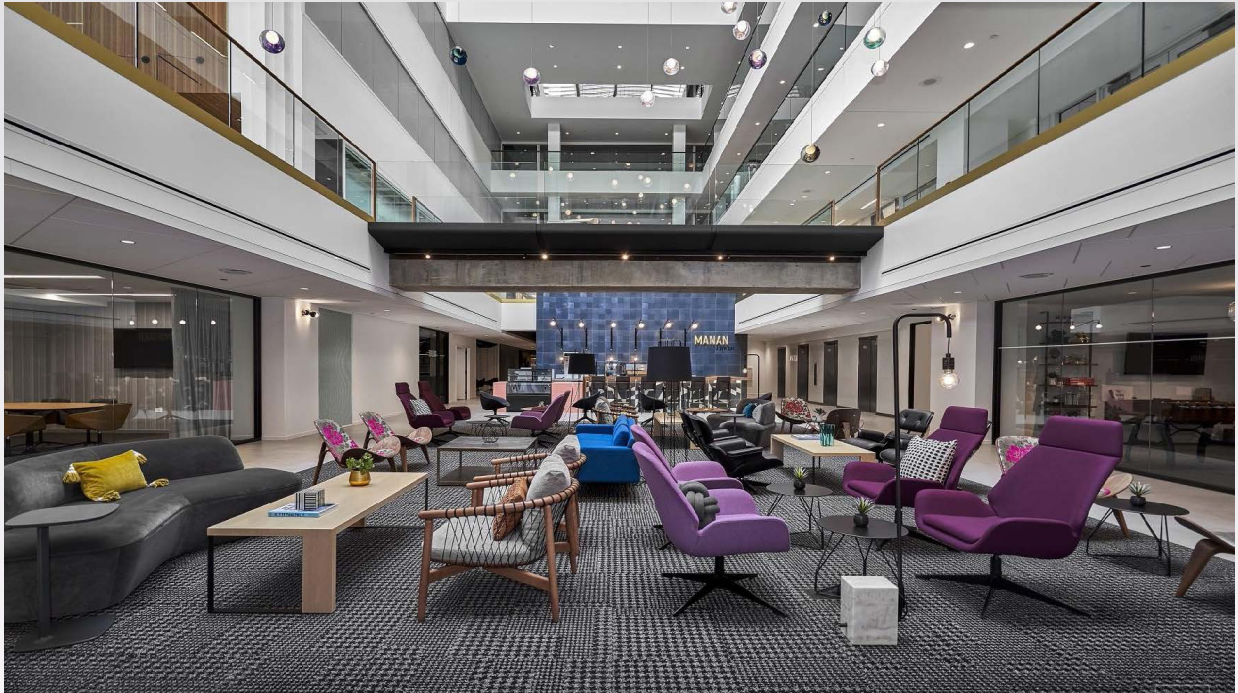
WTS INTERNATIONAL ACQUIRES LIFESTART

WTS International, a global leader in luxury amenity consulting and management for hotels, resorts, office towers and residential communities, today announced that it has acquired **LifeStart**, the nation's largest corporate fitness and amenity management services provider. WTS International is a portfolio company of private equity firm **CI Capital Partners**, which acquired WTS in partnership with the company's management team in 2019.

Headquartered in Chicago, LifeStart provides over 100 corporate fitness centers in the United States with amenity management, virtual programming and property technology (PropTech) integration. In addition, LifeStart draws on its design and development expertise, with more than 500 successful projects to date, transforming the workplace through wellness and driving best-in-class facility utilization rates. During COVID-19, LifeStart has been a critical partner for its customers, providing access to its virtual platform, **LifeStart @ Home**, to engage tenants and their employees. LifeStart has provided virtual group exercise, virtual personal training and access to on-demand health and well-being workshops to nearly 100,000 members.



THRIVE ON 8
CHICAGO, IL
MANAGED BY LIFESTART



THE SHUMAN, NAPERVILLE, IL (SUBURBAN CHICAGO), MANAGED BY LIFESTART

LifeStart's portfolio includes both multi-tenant facilities and owner-occupied buildings in urban and suburban markets, with customers such as Hines, Blackstone, Tishman Speyer, Samsung, Expedia and Citizens Bank.

Gary Henkin, Founder and CEO of WTS International, said, "As a company that has been helping individuals and organizations build better lifestyles for nearly half a century, collaboration is at the heart of what we do. The combination of WTS International and LifeStart will enable us to expand important relationships within the commercial office industry. We will be well-positioned to provide developers and other clientele with unparalleled capabilities and offerings, driven by a commitment to wellness and luxury service."

Michael Flanagan, LifeStart CEO, said, "WTS and LifeStart share a similar culture and a common goal—to improve the lifestyles of our clients' residents and guests. Joining forces with WTS offers an exciting path forward with a company that has a superb reputation in the wellness and luxury hospitality industries. Combining resources will enable us to go further faster, supporting clients with significantly greater service capabilities and program offerings."

LifeStart is also leading the way in technology offerings for commercial clients. “We view our suite of technology offerings as a key market differentiator, further empowering members and enabling us to deliver premium services at scale. We couldn’t be more excited about the opportunity to bring our technology assets to WTS’s portfolio of premier clients,” said Scott Campbell, LifeStart Chief Technology Officer.

“When we initially invested in WTS, our goal was to build a market-leading provider of wellness management services,” said Zubin Malkani, Managing Director at CI Capital. “We believe that the combination with LifeStart accomplishes just that. We will continue to look for add-on acquisitions that complement and enhance the combined companies’ exceptional suite of services.”

Michael Flanagan will become WTS’s Chief Growth Officer, while Scott Campbell will continue to develop technology initiatives as WTS’s Chief Technology Officer.

Want to know how WTS International can build better lifestyles for your tenants, residents, members or guests?

Contact us at info@wtsinternational.com.





SYNERGY FITNESS GROUP
FITNESS MANAGEMENT PROPOSAL

CAMERON STATION

Complete **Fitness Facility** and **Program Management**

Towel Service | Fitness Center Management | Personal Training | Group Exercise Programs | Center Design & Equipment

Equipment Maintenance & Repair | Workplace Wellness | Fitness Challenges & Bootcamps

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ABOUT OUR COMPANY

SYNERGY FITNESS GROUP

delivers customized fitness and wellness solutions to residential communities, corporations, law firms, and multi-tenant office buildings throughout the DMV region. Synergy was founded in 2007 by Michael Grossman, who holds a Bachelor of Science degree in sport management from Guilford College and a juris doctor from the University of North Carolina at Chapel Hill.

After years of practicing law and entrepreneurial pursuits in wireless communications, Michael began his fitness career in 2004 with a purchase of 10,000 square foot commercial health club near Baltimore, MD. He then started Synergy Fitness Group to focus on the growing need for corporate fitness and wellness services in the region.

Synergy's team now includes over 15 fitness professionals, including 4 holding master's degrees in public health or related fields. We fully manage more than 18 locations throughout the DMV metropolitan region, aiming to educate, motivate and integrate sound fitness and wellness principles across their client base.

WHAT WE DO

We offer customized solutions to all of your fitness needs



FITNESS CENTER MANAGEMENT

Let the experts at Synergy Fitness Group direct the operations of your fitness center



PERSONAL TRAINING

Synergy's personal trainers instruct, motivate and inspire your users to exercise safely and effectively, emphasizing positive habits, accountability and goal-setting.



GROUP EXERCISE PROGRAMS

Group exercise classes are immensely popular today. A large percentage of people will not exercise individually, preferring to enjoy the camaraderie, energy and personal interaction that only a group fitness class offers. Synergy offers both live and virtual classes.



TOWEL AND HOSPITALITY SERVICES

Our towel service delivers fresh, high quality towels, weekly to your center, and rest assured we make it our priority you never run out! This service can be included in management cost if desired



EQUIPMENT MAINTENANCE

We offer fitness equipment preventive maintenance and repair services, with a friendly, local equipment maintenance staff on call.



WORKPLACE WELLNESS PROGRAMMING

Synergy will create effective and comprehensive health and wellness campaigns or initiatives for your community

OUR TEAM



MICHAEL GROSSMAN, JD.
PRESIDENT

- ✓ J.D. degree from the University of North Carolina School of Law
- ✓ B.S. degree in Sport Management from Guilford College
- ✓ Owned 10,000 sq. ft World Gym from 2004- 2012
- ✓ Founded Synergy Fitness Group in 2006.



NIC GONZALES, BS, EP-C
DIRECTOR OF OPERATIONS

- ✓ Bachelor of Science, Exercise Science and Kinesiology, University of Tennessee
- ✓ Certified Exercise Physiologist - American College of Sports Medicine (ACSM)
- ✓ Over 10 years of fitness and wellness experience
- ✓ Synergy Director of Operations for 5 years



KATIE SKERO
SENIOR MANAGER

- ✓ Bachelor of Science, Health and Physical Activity, University of Pittsburgh
- ✓ Masters Degree in Health, Physical Activity, and Chronic Disease, University of Pittsburgh
- ✓ Certified Personal Trainer – American College of Sports Medicine
- ✓ Senior Manager for Synergy for 4 years

MANAGEMENT SERVICES

Consistent with the community's objectives, Synergy Fitness Group has devised a management plan that aims to engage, educate and challenge the members of the Cameron Station community



ENGAGE

Based on our years of experience providing fitness programming, our team has developed a simple and coherent plan to dramatically improve your engagement rates.



EDUCATE

Educate members based on sound fitness and wellness principles, and challenge and inspire with innovative programming.



CHALLENGE

We approach all management proposals from an operator's perspective; our aim is always to deliver a high level of professional and hospitable fitness service while maintaining efficiency and being responsible stewards of our client's resources.

MANAGEMENT SERVICES

The scope of management services we've included reflects the size of the community, number of members, and the size and layout of the fitness center. Synergy will provide comprehensive management services comprised of four major components: facility management and staffing, group exercise, personal training, and member experience and hospitality services.



FACILITY MANAGEMENT AND STAFFING

Synergy's facility management model will include staffing by a Synergy Site Manager and Fitness Associate to cover all hours of operation as efficiently as possible.



PERSONAL TRAINING ADMINISTRATION

Personal training is an integral component of the service offering. Synergy is currently offering virtual, outdoor, or indoor training.



GROUP EXERCISE ADMINISTRATION

Group exercise is an important component of any fitness program. A wide range of group exercises classes will be available to members virtually.



MEMBER EXPERIENCE AND HOSPITALITY SERVICES

Synergy's goal is to create the best user experience for every member via engaging and innovative programming and high level day-to-day operations geared around hospitality and customer service.



FACILITY MANAGEMENT AND STAFFING OPTION 1 AND 2

Our staffing proposal for options 1 and 2 of the RFP are designed to provide facility oversight during all hours of operation. We understand that staff hours may change based on usage trends and management requirements. Synergy will be onsite daily to ensure the fitness center is safe, clean, and in proper working order. In addition to this dedicated time spent in the gym each day, Synergy will go through the operations checklist each day while onsite.

The Synergy staff will be responsible for the safe and orderly operation of the facility and will ensure that only community members who have signed proper waivers and have been granted access are permitted to gain access to the fitness center. In addition, Synergy will ensure that persons using the fitness center follow all Covid-19 Reopening rules and regulations. All staff will wear gloves and a mask.

Responsibilities will include greeting and checking in guests, ensuring proper use of the equipment, heavy cleaning, inspection and maintenance of the fitness area and locker rooms, conducting inspections of all fitness equipment, monitoring personal training, fitness assessment, and group training schedules, and offering general assistance to guests before, during, and after their work-outs. Staff members will hold a personal training certification and have a good general knowledge of basic exercise, fitness, and nutrition principles. Synergy staff will be professionally dressed in Synergy uniforms and will be certified in CPR

STAFFING SUMMARY

Synergy staffs each site based on the size of the fitness center, the population of the community, and type and volume of fitness offerings being provided. Our model is to hire a full-time Site Manager to run the day to day operations of the fitness center. We rely on the Site Manager to take full accountability over all center operations in conjunction with Cameron Station's directives. This provides the community with a "face of the fitness center." Your members will have open lines of communication with our Site Manager and know who to see when they have a question or need fitness center information. All Synergy site managers hold degrees in Exercise Science or Kinesiology and will also hold top level Personal Training and Group Exercise certifications.

In addition to the Site Manager, we will hire Fitness Associates to work with the Site Manager to perform day to day tasks, check members in, maintain fitness center cleanliness and hygiene, and to help the Site Manager deliver fitness programming.

Synergy additionally engages part-time trainers and group exercise instructors to build reserve capacity for training and fitness classes. Prior to opening a facility, Synergy develops a strong pool of instructors and trainers to call when needed.

If needed, Synergy will work with the management team at Cameron Station to hire and manage staff for the pool or any other services related to the fitness center..

Synergy believes that continued growth and education is very important for their employees. Synergy employees are given a yearly stipend to go towards continuing education credits or new certifications. In addition, Synergy holds in-house trainings on a quarterly basis to learn about new trends and topics in fitness.



PERSONAL TRAINING ADMINISTRATION

Personal training is an integral component of the service offering. During the Covid-19 phase of fitness centers, personal training will look a little different. Synergy will still be there to offer dynamic and knowledge-based training sessions to your members. All trainers will have guidelines to follow to be sure they are keeping themselves and their clients safe. Masks and gloves will be worn by the trainer for any indoor sessions. This will allow them to provide proper instruction without risking the spread of any germs. Most sessions are currently being done virtually. Members will have access to all of our personal trainers for virtual sessions.

Synergy's team of personal trainers has helped hundreds of clients work out safely and effectively. All of Synergy's personal trainers have at least two years of experience and undergraduate degree in a training-related field or a nationally recognized certification, including but not limited to those offered by American Council on Exercise, National Academy of Sports Medicine, American College of Sports Medicine, and National Strength and Conditioning Association.

In an effort to keep personal training affordable and make it available to as large an audience as possible, Synergy offers personal training at rates lower than many commercial health clubs. Rates for personal training average about \$70 per hour. Additional packages such as buddy training packages and small group training packages will be offered to provide even more cost-effective options.





GROUP EXERCISE ADMINISTRATION

Group exercise is an important component of any fitness program. It encourages first-time exercisers to participate and promotes physical activity in a fun, exciting, and supportive environment. Our experience shows that a large number of fitness center guests come to the fitness center for a group exercise experience only. Synergy has a proven track record of building and maintaining great group exercise programming.

Synergy will utilize its extensive network of inspirational and dynamic instructors who have the proven ability to draw and retain participants. In addition, Synergy's electronic marketing will ensure that participants maintain attendance. All group fitness instructors hold teaching certifications and possess at least one year of teaching experience in a health club or corporate fitness setting.

Synergy will provide five in-person classes included in the contract. This number can be increased at any time and reworked into the contract. In addition to the live classes, Synergy has a virtual class offering schedule that includes 20+ classes every week. Members will have access to these live classes via links on our website and will have the ability to see the full library of classes that we have been offering since the start of this programming. Group fitness offerings may include TRX suspension training, barre, yoga, pilates, zumba, total body conditioning, fitness walking, tabata interval training, core, cardio kickboxing, and stretching.

MEMBER OUTREACH AND FITNESS CENTER PROMOTION

All members will be offered a complimentary fitness assessment and equipment orientation on an annual basis. The fitness assessment will consist of an interview with a personal trainer to review fitness goals, injury and health history, and exercise experience. The assessment will include a postural assessment, body fat measurement, circumference measuring, resting heart rate measurement, and body weight measurement. The equipment orientation will include a thirty-minute overview of safe and effective operation of the fitness equipment as well as basic stretching, warm- up, strength training exercises, and cardio regimen.

Synergy's unique marketing tools ensure that your fitness center receives consistent promotion and visibility. Class schedules and personal training offerings will be readily available on Synergy's website, www.synergyfitnessgroup.com. Community members will also have the ability to sign up for classes and personal training sessions in real time using our mindbody online platform. In addition, Synergy provides monthly newsletters to keep our audience informed of upcoming promotions and programming as well as to develop awareness of current topics of interest related to fitness and exercise.





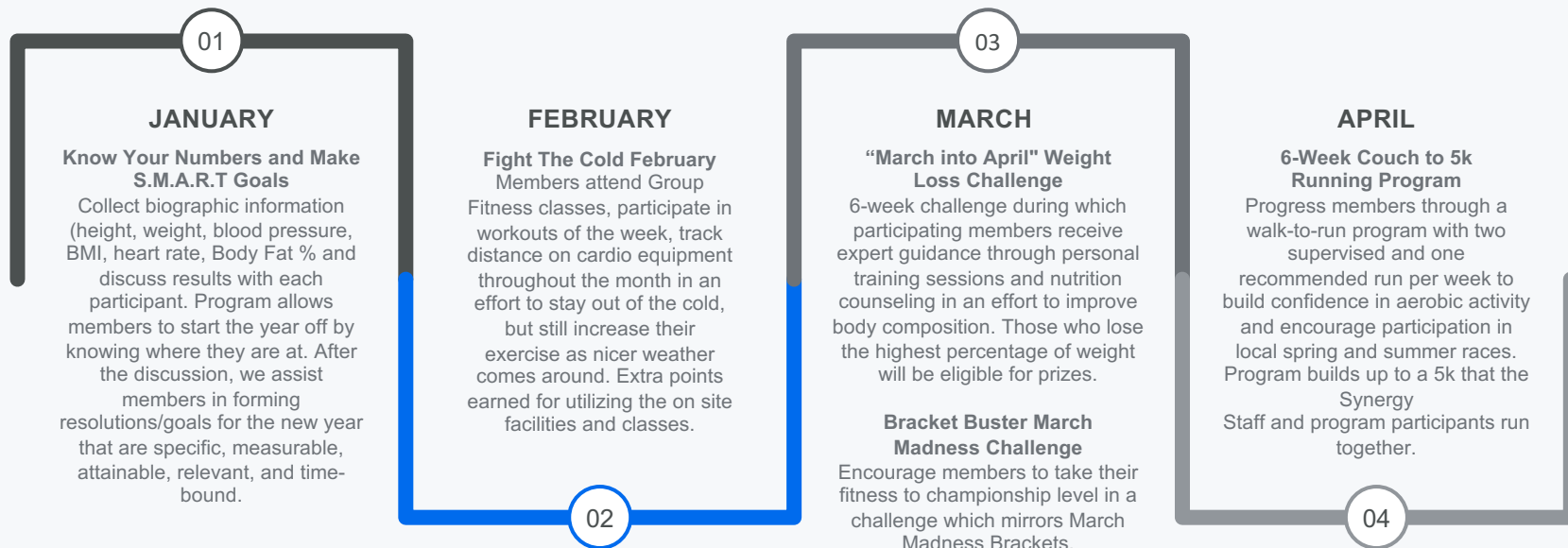
MEMBER OUTREACH

Open houses will be held in the fitness centers on a quarterly basis. The purpose of the open houses is to promote participation in the center, provide equipment orientation to new members, and to answer questions about programming, equipment and other fitness center events. Synergy will work with your team to ensure an exciting launch of our services, including (at no additional cost) a grand opening celebration event with personal trainers, fitness-themed items for raffle, healthy food and drinks, and other programming to promote the fitness center and Synergy taking over management responsibilities.

Synergy will also offer a customized selection of year-round programming including at least twelve events and campaigns, featuring walking and running groups, outdoor bootcamps, informational lunch and learn programs, weight loss and fitness challenges and other fitness and wellness campaigns designed to foster increased participation and promote healthy lifestyles. Following is a sample calendar featuring some of the most popular programs we've offered at other locations.

SAMPLE CALENDAR OF EVENTS & CAMPAIGNS

It is our goal to provide the clients we serve with a comprehensive program calendar filled with opportunities to positively impact members at Cameron Station. Our strategy offers a variety of programs and services to recruit and retain members. In addition to those core programming concepts, Synergy will provide opportunities to engage your entire community in physical activity behaviors and advance them through the stages of behavior change. We will achieve this through a combination of messaging to inspire, education to change, opportunities to take action, and engaging incentives to keep motivation at its highest. Below is a sample of some of our programs. All programming will be offered virtually or outdoor with proper social distancing for the time being.



OUR CLIENTS



AKRIDGE



CBRE



WILMERHALE 



FEES AND TURNKEY MANAGEMENT SERVICES

Fees for the full management services described in the RFP as “Option 1” shall be \$15,895 per month. This rate includes all services listed in RFP including coverage for the 18.25 hrs/day of gym operation, 5 group fitness classes, and preventative maintenance for all equipment. Fees for the full management services described in the RFP as “Option 2” shall be \$10,875 per month from Jan 1-May 28 and \$12,975 per month from May 28-Dec 31. This rate includes all services listed in the RFP including coverage for 10-12 hrs/day of gym operation, 5-10 group fitness classes, and preventative maintenance for all equipment. Also included, if Synergy is chosen, will be \$20,000 in equipment upgrade credit for the Cameron Station fitness center. Synergy will work with management to decide how best to utilize this to upgrade the member experience.

The term of the management agreement shall be from January 1, 2021 – Dec 31, 2021 with the understanding that as Covid guidelines change, the hours, pricing, and scope of contract may change as well. All changes will be agreed upon between Synergy and Cameron Station Management prior to going into effect. At that time we will adjust contract to meet needs of more programming and services offerings.

Synergy shall maintain a general liability insurance policy on the premises and provide proof of coverage at the inception of the agreement. Synergy has recently audited its insurance coverage with the assistance of Mason and Carter Insurance of Baltimore, Maryland. We believe we maintain adequate coverage to protect the company and our clients at their various locations.

REFERENCES

Sarah Clark

Penderbrook

Facilities Manager

s.clark@cardinalmanagementgroup.com

703-359-7084

Terri Slater (manager of Penderbrook when they brought us on)

Little Rocky Run

Manager

manager@littlerockyrunhoa.org

703-830-0411 ext 1007

Christa Jackson

JBG Smith

Portfolio Manager

cjackson@jbgsmith.com

202-792-1901

Emily Rowland

Edge Fund Advisors

Vice President of Property Services

erowland@edge-funds.com

202-682-9544



SYNERGY FITNESS GROUP
FITNESS MANAGEMENT PROPOSAL

**673 B COMMERCE DRIVE
UPPER MARLBORO, MD 20774**

NIC@SYNERGYFITNESSGROUP.COM
(615)-336-0699



Towel Service | Fitness Center Management | Personal Training | Group Exercise Programs | Center Design & Equipment

Equipment Maintenance & Repair | Virtual 29 Wellness | Fitness Challenges & Bootcamps



2020 CORONAVIRUS DISEASE (COVID-19) GUIDANCE

**Synergy Special Operating Procedures:
Re-Opening and Resuming Operations**

Updated June 20, 2020



673 B Commerce Drive | Upper Marlboro, MD 20774

Phone 410-703-9037

www.synergyfitnessgroup.com

Synergy is committed to the health and safety of our staff and our clients. Synergy has developed the following Special Operating Procedures utilizing guidance from federal, state, and local officials, the Centers for Disease Control, the World Health Organization, and the Occupational Health and Safety Administration. This interim guidance is based on what is currently known about coronavirus disease 2019 (COVID-19).

I. Operational Changes

Synergy proposes a phased approach to re-opening and resuming operations based upon up-to-date industry best practices, data, and readiness.

Phase One

As directed by state and local officials, this shall be defined as the Phase beginning once there proves a downward trajectory of COVID-like syndromic cases reported within a 14-day period; and a downward trajectory of documented cases within a 14-day period or downward trajectory of positive tests as a percent of total tests within a 14-day period. Phase One will begin in conjunction with building and fitness center openings coordinated with building management.

Leading experts agree that the coronavirus disease is spread primarily through close (within about 6 feet) person-to-person contact via respiratory droplets produced when an infected person coughs, sneezes, or talks. The CDC defines social distancing as a minimum of 6 feet away from others; strict physical distancing protocols will be enforced.

- Synergy recommends all Fitness Center users be instructed to not enter the facility if they are experiencing COVID-like symptoms, have experienced COVID-like symptoms in the last 14 days, or if exposure to coronavirus is suspected or known.
- Synergy recommends all Fitness Center users be required to wear an approved face covering while entering and walking through the facility. Users will be expected to provide personal face coverings; however, Synergy will work with site Property Management to ensure adequate personal protection is available.
- Synergy recommends all sites temporarily adjust occupancy limits allotting one person per 200 square feet while continuing to adhere to strict physical distancing protocols.
- Synergy recommends equipment be placed 6 feet apart unless adequate screening (plexiglass dividers) are used. We anticipate some equipment will need to be removed or placed out of service to adhere to proper distancing guidelines.
- Synergy recommends temporary grids and flow of traffic arrows be placed on floors for mindfulness and social cues.
- Synergy recommends all sites reduce operating hours and remain supervised at all times.
- Synergy recommends all shared exercise mats and porous equipment (i.e. yoga blocks) be removed from the Fitness Center. Fitness Center users should provide their own mat for use during workout.

SYNERGY SOP: RE-OPENING AND RESUMING OPERATIONS

- Synergy recommends common areas where individuals are likely to congregate and interact should remain closed.
- Synergy recommends closing any drinking fountains, sauna, steam room, or spa facilities.
- Synergy recommends temporarily limiting locker room and shower facilities to allow for social distancing (i.e. only two or three users at a time).
- Indoor Group Fitness Classes will remain cancelled. Synergy will continue to offer Virtual Group Fitness Classes. Sites with large format, high ventilation opportunities that can adhere to proper social distancing guidelines (i.e. outdoor spaces, basketball courts, plazas, etc.) may offer Outdoor Fitness Classes at the discretion of site Property Management. Participation may not exceed 9 individuals, excluding instructor.
- Synergy will provide the option for capacity control via an online reservation system. Timeslots will allow users a maximum of 60 minutes workout time and provide Site Managers and cleaning staff adequate time to sanitize Fitness Center before next reservation.
- Synergy will provide the option of temperature checks at the entrance to the Fitness Center.

Site Managers must participate in a minimum of one meeting or phone call per week with site Property Management to discuss current conditions and any applicable service changes.

Phase Two

As directed by state and local officials, this shall be defined as the Phase beginning once there is no evidence of a rebound and that proves a second downward trajectory of second downward trajectory of COVID-like syndromic cases reported within a 14-day period; and a second downward trajectory of documented cases within a 14-day period or second downward trajectory of positive tests as a percent of total tests within a 14-day period. Specific requirements of Phase Two operations shall be based on then-current recommendations of federal, state and local authorities and in conjunction with building management directives.

Synergy will continue to adhere to strict physical distancing and sanitation protocols as directed by local, state, and federal officials. Equipment spacing from Phase One shall be maintained. Restrictions on towel service, locker room usage, mat usage and capacity limitations shall be relaxed.

Indoor Group Fitness Classes will resume if or when Outdoor Classes are not an option and only if strict physical distancing protocols can be enforced. Temporary grids must be placed on studio floors to designate appropriate spacing.

Site Managers must participate in a minimum of one meeting or phone call per week with site Property Management to discuss current conditions and any applicable service changes.

Phase Three

As directed by state and local officials, this shall be defined as the Phase beginning once there is no evidence of a rebound and that proves a third downward trajectory of influenza-like illnesses reported within a 14-day period and third downward trajectory of COVID-like syndromic cases reported within a 14-day period; and a third downward trajectory of documented cases within a 14-day period or third downward trajectory of positive tests as a percent of total tests within a 14-day period.

Synergy recommends standard operations and sanitation protocols resume.

II. Sanitation Protocols

Strict sanitation protocols will be followed as described below. Recent CDC guidance indicates that standard commercial disinfectant wipes are likely effective at deactivating the coronavirus. Therefore, expanded cleaning of commonly-touched surfaces will be essential not only to preventing the spread of the coronavirus but also to visibly reassuring our clients that our facilities are safe for them. Effective immediately, all Synergy Site Managers are tasked with implementing the following guidance on expanded cleaning:

- All sites will be provided and must keep fully stocked gloves, face masks, and disinfecting wipes. All sites must ensure that hand soap is fully stocked in all restrooms and lockers rooms at all times. Check for compliance a minimum of three times per day.
- All sites must provide alcohol-based hand sanitizer at all entry points to the facility.
- Synergy will greatly increase efforts to clean all frequently-touched surfaces:
 - > All door handles, handrails, locker knobs and benches or seats in the facility must be wiped down a minimum of every 30 minutes.
 - > Fitness equipment must be wiped down at the grip point a minimum of every 30 minutes.
 - > Disinfecting wipes must be prominently displayed and fully stocked for clients to use for their own cleaning of equipment.
- Synergy recommends all sites reduce operating hours to allow adequate time for overnight professional sanitation.
- Synergy recommends additional signage to direct users to carefully wipe down all equipment after usage.

III. Staffing/Attendance Policies

Leading experts agree that the coronavirus disease is spread primarily through close (within about 6 feet) person-to-person contact via respiratory droplets produced when an infected person coughs, sneezes, or talks. Maintaining good social distance, appropriately utilizing personal protective equipment (PPE), and self-segregation (i.e. staying home when you are sick) are highly effective at preventing further spread of the virus.

Synergy employees experiencing COVID-like symptoms must begin home isolation and receive a COVID test. Should a test result be positive for COVID, the employee shall not return to work until cleared by a medical provider and until it is safe to return to work in accordance with CDC guidelines. To accommodate this rule, Synergy will not require a doctor's note from sick employees unless they have missed work for more than 5 consecutive days. Additionally, Synergy employees shall be immediately excused from work without penalty if they report COVID-like symptoms. Synergy employees shall check their temperatures before reporting to work each day and not come to work if a fever is present.

If a Site Manager or Synergy Director observes an employee or contractor displaying symptoms, the employee or contractor shall be dismissed for the day and assisted in rescheduling remaining appointments. The Site Manager and/or Director decision on dismissal shall be final, and employees or contractors who do not immediately depart your facility may face disciplinary action.

It is equally important that Synergy avoid non-essential business conducted via contractors who have reported potential or known exposure to coronavirus. Contractors (i.e. group fitness instructor, personal trainer) are required to immediately report potential or known exposure to Site Manager or Synergy Director and will

abstain from entering Synergy managed sites for a period of 14 days from the date of report. The Site Manager and/or Director decision on abstinence shall be final, and contractors who do not adhere to the 14 day abstinence policy may face disciplinary action. Contractors reporting COVID-like symptoms shall not return to work until cleared by a medical provider.

It is equally important that Synergy avoid servicing appointment-based clients who may be infected with the coronavirus. Our clients should not hesitate to cancel their appointment if they are feeling ill, and there will be no penalty if a client wishes to cancel due to illness. Relatedly, if a staff member onsite observes an appointment-based client displaying the symptoms described above, the appointment will be politely rescheduled by at least 14 days without penalty. Appointment-based clients reporting COVID-like symptoms shall not be scheduled until cleared by a medical provider.

IV. Communication

A memorandum will be provided to update staff and contractors on Synergy's efforts to address the coronavirus issue. Site Managers will be required to engage in regular communication with staff and contractors to reiterate temporary updates to our attendance policy, plan for expanded cleaning protocols, and answer questions.

Synergy will prepare printable messaging which may be available for posting in your facility. This message will outline the basic steps Synergy is implementing to address these issues. We will follow directives from site Property Management regarding posting of this message. If confronted with a client asking about our operating procedures during this time, we are prepared to use one or more of the following talking points:

- We are committed to preventing the spread of illness.
- We are cleaning the facility with disinfecting wipes regularly throughout the day.
- We have developed an extensive after-hours sanitation protocol.
- We have instructed staff to stay home if they are sick and we will send them home if they show or report symptoms.
- We have instructed staff and contractors engaging in non-essential business to abstain from entering the facility for a period of fourteen days if they report potential exposure.
- We will be turning away appointment-based clients who show symptoms.

V. Conclusion

All available guidance currently suggests that transmission of coronavirus can be greatly reduced with simple, common-sense preventative measures. Synergy has internalized this guidance and attempted to formulate an action plan that will keep our staff and our clients safe. Synergy will collaborate with you to implement and follow through on this plan. We will work together to remain fully updated on any emerging issues or illnesses.

Cameron Station Community Association
Request for Proposal – Fitness Center Management
October 2020

The Cameron Station Board of Directors is soliciting bids for the management of the fitness center located at 200 Cameron Station Boulevard, Alexandria, VA. A Bidder's conference will be held 10:00 AM on November 6, 2020 at Cameron Station with the submission of bids no later than a November 16th. It is requested that you contact Janeva Sharps at 703-567-4881 or jsharpes@gocampmgmt.com if you plan to attend the Bidder's Conference – attendance will be limited to 2 attendees from each company. Masks and social distancing will be mandated.

The proposals will be reviewed by the Cameron Club Facilities Committee at their November meeting which may include interviews via Zoom with the top 2-3 companies. It is anticipated that the Board of Directors will review the information at the November Board meeting with the start date of January 1, 2021. The contractor will be starting the contract with COVID -19 restriction in place and shall follow all COVID-19 precautions specified by the state of Virginia, the City of Alexandria, and any additional precautions identified by the Cameron Station Community Association Board of Directors. This agreement shall be in effect for the period of January 1, 2020 through December 31, 2021 two (2) One Year options.

COMMUNITY INFORMATION:

The Cameron Station Community Association is a large mixed-use community consisting of 1,769 homes located in Alexandria, Virginia. The Community has a large community center of two floors which consists of a reception area where owners are to check in with the fitness staff, an indoor basketball court, an exercise facility, a large outdoor pool with a wading pool, men's and women's locker rooms, full kitchen, multiple conference rooms and management staff office space.

GENERAL PROPOSAL REQUIREMENTS

- ☐ Your proposal shall be submitted by November 16, 2020 and include the following:
 - The name, address, phone numbers and e-mail address of your proposed single Point of Contact (POC). Your POC is required to be the one person at your company who will be responsible for ensuring satisfactory performance for all work performed under contract.
 - The qualifications and experience of your POC.
 - The qualifications and experience of your company.
 - The name, phone number and address of three (3) current Homeowner Association (HOA) references that have similar facilities.

- The Holiday Schedule: major Holidays the company acknowledge and will be closed
- ☐ Your proposal price must include all taxes, filing fees and permits in the bid based on the enclosed specifications and scope of work, without deviation, to permit fair evaluation of vendor costs submittal.
- ☐ Staffing Positions Provided for each hour of proposal:
 - Receptionist Desk and Check-in
 - Manager/ Fitness Attendant
 - Pool Attendant (as an option due to COVID Phase III requirements - during pool hours only – Memorial Day weekend through Labor Day Monday)

COVID -19 OPTION #1 & OPTION #2:

Please feel free to provide alternative staffing considerations, as appropriate, and 2 pricing options are requested to comply with Phase III guidelines as well as once the guidelines are lifted. See additional details below.

- ☐ **OPTION #1 – (Pre COVID)** The Club shall be staffed during opening and closing of the Club daily, which initially shall be from 4:45 AM - 11:00 PM Monday – Friday, 7:00 AM – 8:00 PM Saturday and Sunday, 7:00 AM – 8:30 PM summer months. One person at the reception desk at all times (three staff members alternate shifts - morning, afternoon, and evening).
- ☐ **OPTION #2 – (Phase III – COVID)** The Club shall be staffed during opening and closing of the Club daily, which initially shall be from 9:00 AM - 7:00 PM Monday , Wednesday and Friday, 7:00 AM – 5:00 PM Tuesday and Thursday, 10:00 AM – 8:00 PM Saturday and Sunday. As an additional option due to COVID, Phase III requirements, please provide alternative costs for ten (10) hours of staffing each day between the months of January 1, 2021 – May 28, 2021 and 12 hours of staffing each day during the months of May 2021 – December 2021 in addition to ten (10) fitness classes each week. The hours of staffing may be modified by the Association, in its reasonable discretion. Staffing will include three (3) staff members for each hour the Club is open, one Manager on Duty/Front Desk supervisor, one staff member as a floater to keep up with Club stock inventory and one additional staff member for check-in and other necessary duties as determined by the Manager.

HOURS OF OPERATION YEAR 1:

Hours of Operation				
	Start Period	End Period		Hours Per Day
Period 1	1 Jan 2021	28 May 2021		12.00
Period 2	28 May 2021	31 Dec 2021		18.25

In addition to the above hours, an extra 20 minutes per day are required for the period May 28, 2021 through June 30, 2021, to provide front desk staff during the hours the community pool is open.

BASE CONTRACT SCOPE OF WORK

- ☐ The Contractor shall provide a full-time Fitness Manager/Trainer who will spend thirty (30) hours per week at the reception desk and provide five (5) forty-five (45) minute fitness classes per week to Club patrons without any additional fee to the Association or patrons. The type of class shall be determined by the Contractor in its reasonable discretion and with final consent of the Association.
- ☐ The Contractor shall provide one staff member assigned to the reception desk during all hours of operation.
- ☐ The Contractor shall provide one staff member assigned to specific COVID19 responsibilities during Period 1 (see above chart).
- ☐ The Contractor shall provide as an Option Price, the weekly incremental cost should it be necessary to continue with the COVID19 responsibilities for any time during Period 2 (see above chart).
- ☐ Enforce all usage rules and policies according to “Virginia Phase III guidelines” and Cameron Station. (See VA guidelines link [here](#)) until advised otherwise by the state or federal requirements related to the current State of Emergency or any modification or continuation thereof. Contractor shall make changes to its operational procedures to the extent necessary to comply with any changes to state or federal requirements or any policies adopted by the Association’s Board of Directors related to the operation of the Club.
- ☐ Ensure all appropriate disinfecting and cleaning supplies, gym wipes and hand sanitizer stations are available for use by staff and residents.
- ☐ The contractor shall be responsible for implementing activities, events, programs, and classes based upon interest and participation for the benefit of the residents of the community, with the final consent of the Association. Any classes or events outside the scope of the base contract shall be priced and provided to the CCFC for evaluation.
- ☐ All personnel employed by contractor shall be thoroughly trained prior to being permitted to work in the community.
- ☐ The contractor will need to do the following:
 - Introduce the Fitness Manager to the Community
 - Introduce the Fitness Manager to the Community through newsletter and website
 - Introduce the Fitness Manager to the Association Board and committees
 - Review all past programs and activities and make recommendations for improvement
 - Develop and provide a dynamic health/fitness, wellness, and personal care program for members. This shall be updated quarterly.
 - Review current procedures and policies for the use and operation of the Club and make recommendations for improvement.
 - Make reasonable effort to ensure compliance by all patrons of the Club Rules.
 - Attend monthly CCFC and CS Board of Directors meetings and make presentations as requested.

- Provide detailed monthly report describing all aspects of operations including utilization and status of equipment.
 - Maintain inventory of all equipment and where possible, associated usage.
- ☐ The contractor is solely responsible for becoming familiar with the site and conducting the work professionally and completely, as specified.
 - ☐ Contractor shall give 48-hour notice to Management for scheduled service changes other than weather relate conditions where 48 hours may not be practical.
 - ☐ Contractor must provide a list of maintenance tasks to be performed on each machine.
 - ☐ Contractor shall ensure timely repairs to all broken or out of service equipment.
 - ☐ Contractor shall ensure that Center is accessed only by approved residents and guests and is secure at all times.
 - ☐ Contractor shall ensure that all licenses and permits required for Fitness Center operation are current.
 - ☐ Contractor shall report as soon as practical any and all incidents/accidents and prepare written reports to Association as soon as practicable.

General Quarterly Services:

- ☐ Contractor shall manage the maintenance of all equipment through the maintenance provider (currently Heartline)
- ☐ Contractor will provide quarterly maintenance inspections within fitness industry standards.
- ☐ Contractor will provide a service ticket at the end of each visit to the property manager.
- ☐ All labor to perform maintenance inspections will be included in the agreement.
- ☐ All maintenance inspections will be performed during normal business hours, Monday-Friday 9 a.m. – 5 p.m.

GENERAL TERMS AND CONDITIONS

- ☐ All additional work other than that which is specified herein shall be the responsibility of the Association or shall be arranged with the contractor at extra costs.
- ☐ Any annual rate adjustments shall be noted in the proposal.
- ☐ Prior to beginning work, Contractor shall submit an original Certificate of Insurance evidencing coverage for liability, property damage and workmen's compensation. **NO WORK SHALL BEGIN PRIOR TO RECEIPT OF THIS CERTIFICATE** (see Insurance).

INSURANCE

During the contract period, Contractor shall secure and keep in full force and effect, adequate insurance coverage as defined below:

- ☐ Bodily injury insurance, with limits of not less than \$100,000 for each person and \$300,000 each accident.
- ☐ Workmen's compensation insurance as required by local and state regulations.
- ☐ Property damage liability coverage with a limit of not less than \$50,000 per occurrence.
- ☐ Coverage shall also include medical payments to third parties.
- ☐ All insurance coverage referenced above shall include the Community Association and management company as an additional named insured. All renewals, cancellations or other matters that might materially affect the Contractor's insurance coverage shall be brought to the attention of the Association immediately.

Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021

TOPIC: Meeting Access via Telephonic and Video Conference Technology Resolution (formerly: Recording of Board Meetings and Access Via Telephone and Video Conference Technology -REVISED)

Motion:

"I move to APPROVE the Policy Resolution pertaining to Meeting Access via Telephone and Video Conference Technology as submitted". (or with the following amendments)

2nd:

Summary:

At the January 12th Special Meeting of the Board, there was substantial discussion regarding the proposed Resolution addressing the "Recording of Board Meetings and Access Via Telephone and Video Conference Technology". As a result of the discussion, it was suggested that the proposed Resolution be separated into two parts (1) "Meeting Access via Telephone and Video Conference Technology" and (2) "Recording of Board Meetings". This will allow the Board ample time to consider and review the details for the recording portion without delaying the ability to broadcast the regular monthly meetings.

Attached are the two drafts for your reference. You will notice the language for each portion remains consistent with the initial proposed resolution.

CAMP Recommendation

At this time, it is requested that the Board consider approving the "Meeting Access via Telephone and Video Conference Technology" and table the "Recording of Board Meetings" to allow further deliberation among the Board members. This can easily be accomplished through the Zoom platform currently being used for Board meetings as well as through a conference call line thereafter.

CAMERON STATION COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 21-_____

(Meeting Access via Telephone/Video Conference Technology)

WHEREAS, Article III, Section 3.4 of the Amended Bylaws grants the Board of Directors (“the Board”) with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association’s membership to approve; and

WHEREAS, Section 55.1-1816(A) of the Virginia Property Owners’ Association Act (“Act”) requires that all meetings of the Board and any subcommittee or other committee thereof, shall be open to all members of record; and

WHEREAS, Sections 55.1-1816(B) of the Act states that notice of the time, date, and place of each meeting of the Board or of any subcommittee or other committee of the Board shall be published where it is reasonably calculated to be available to a majority of the lot owners; and

WHEREAS, the Board wishes to create an inclusive and transparent environment and ensure that all members of the Association have the ability to easily access, participate in, and observe meetings of the Board and any subcommittee or other committee thereof; and

WHEREAS, the Board deems it in the best interest of the Association to establish and publish policies and procedures concerning the use of telephone or digital audio connections to allow members to access meetings of the Board (including any subcommittee or other committee thereof).

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following policies and procedures governing meetings of the Board:

- A. All meetings of the Board (including all committees and subcommittees) shall be accessible in real-time to all members of the Association via telephone or digital audio connection. Management (defined as a representative of the then current management agent) shall ensure that the Association makes available technology to the extent necessary to provide for telephone or digital audio connect for each such meeting. Management, in its reasonable discretion, is authorized to expend up to \$5,000.00 per year to procure such technology and equipment, without additional approval by the Board. Instructions for accessing such meetings via telephone or digital audio connection, with a dial-in number and access code or other connection information, shall be included in the meeting notice. Notwithstanding the foregoing, all such access to a meeting shall be discontinued at the time the Board (or a committee or subcommittee) enters Executive Session as permitted by Section 55.1-1816(c) of the Virginia Code.

The effective date of this Resolution shall be _____, 2021.

CAMERON STATION COMMUNITY
ASSOCIATION, INC.

By: _____
President

CAMERON STATION COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 21-_____

(Meeting Access via Telephone/Video Conference Technology)

Duly adopted at a meeting of the Board of Directors held _____, 2021.

Motion by: _____

Seconded by: _____

VOTE:	YES	NO	ABSTAIN	ABSENT
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_____ President	_____	_____	_____	_____
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_____ Vice President	_____	_____	_____	_____
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_____ Secretary	_____	_____	_____	_____
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_____ Treasurer	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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CERTIFICATE OF MAILING OR DELIVERY

I hereby attest that this Policy Resolution was mailed and/or hand-delivered to the addresses of record of the Unit Owners on this _____ day of _____, 2021.

Date

Managing Agent
CAMERON STATION COMMUNITY
ASSOCIATION, INC.

CAMERON STATION COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 21-_____

(Recording of Board Meetings)

WHEREAS, Article III, Section 3.4 of the Amended Bylaws grants the Board of Directors (“the Board”) with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association’s membership to approve; and

WHEREAS, Section 55.1-1816(A) of the Virginia Property Owners’ Association Act (“Act”) requires that all meetings of the Board shall be open to all members of record; and

WHEREAS, Sections 55.1-1807(3) and 55.1-1816(B) of the Act states that any member may record any portion of a meeting required to be open by audio or visual means; and

WHEREAS, the Board wishes to create an inclusive and transparent environment and ensure that all members of the Association have the ability to easily access, participate in, and observe meetings of the Board; and

WHEREAS, the Board deems it in the best interest of the Association to establish and publish policies and procedures concerning the audio recording of certain such meetings.

NOW THEREFORE, BE IT RESOLVED THAT the Board duly adopts the following policies and procedures governing meetings of the Board:

- A. The audio of all meetings of the Board, except those portions held in executive session, shall be recorded by the Community Manager or its designee. The following criteria shall govern the recording of such meetings:
1. The Community Manager, in its reasonable discretion, is authorized to expend up to \$2,000.00 per year to procure any equipment and technology necessary to record the audio of the meetings, without additional approval by the Board.
 2. At no time shall executive sessions of Board meetings be recorded.
 3. The notice of the time, date, and place of each meeting of the Board shall state that the meeting will be audio recorded. The officer or chair presiding over the meeting shall also announce to attendees at the beginning of each meeting that the meeting is being audio recorded.
 4. The Community Manager shall ensure that an electronic copy of the recordings is made available to all members of the Association by placing the recordings on the Association’s portal or website within five business days of the meeting that was

recorded. Recordings of such meetings shall be retained until the next regular meeting of the Board, at which time such recording shall be deleted.

5. The Board shall have the authority, on the vote of a majority of the members of the Board, to discontinue the recording of a Board meeting upon the request of any member of the Association present at such meeting, including members of the Board, upon good cause shown, which shall be determined in the sole discretion of the Board.
6. The recordings of meetings shall not constitute the official record of the meetings. Only the written minutes, as approved by the Board, shall constitute the legal documentation of meetings. However, the recording secretary of any meeting may use the audio recording of the meeting to assist in the preparation of the official record of the meeting.
7. All recordings of a Board meeting shall remain the property of the Association. The Community Manager shall be the custodian of the recordings. Such recordings shall not be reproduced, distributed or otherwise provided to any party without the prior written approval of the Board.
8. Nothing in this Resolution shall be interpreted to restrict, limit, or affect the right of members to record, by audio or visual means, any portion of a meeting required to be open.

The effective date of this Resolution shall be _____, 2021.

CAMERON STATION COMMUNITY
ASSOCIATION, INC.

By: _____
President

CAMERON STATION COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NO. 21-_____

(Recording of Board Meetings)

Duly adopted at a meeting of the Board of Directors held _____, 2021.

Motion by: _____

Seconded by: _____

VOTE:	YES	NO	ABSTAIN	ABSENT
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_____ President	_____	_____	_____	_____
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_____ Vice President	_____	_____	_____	_____
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_____ Secretary	_____	_____	_____	_____
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_____ Treasurer	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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CERTIFICATE OF MAILING OR DELIVERY

I hereby attest that this Policy Resolution was mailed and/or hand-delivered to the addresses of record of the Unit Owners on this _____ day of _____, 2021.

Date

Managing Agent
CAMERON STATION COMMUNITY
ASSOCIATION, INC.



**Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021**

TOPIC: Fleet Shuttle Bus Extension

Motion:

"I move to approve the suspension of Fleet Shuttle Bus Services through the end of February".

2nd:

Summary:

As you know, the Fleet Shuttle bus service has been suspended due to the pandemic. The board is requested to determine if you would like to continue the suspension or resume services. In an effort to obtain more information from the community, a survey was conducted and the results are attached for your reference and summarized below.

Overall, there were a total of 123 respondents (14% of the membership) between as of 1/20/21. The following questions were posed:

1. Did you use to ride the shuttle or plan to ride in the future? **91.1% Yes, 8.9% No**
2. Do you want the shuttle to resume? **71.5% Yes, 28.5% No**
3. If your reason was related to not returning to work at this moment, do you have a time frame for your return?
There were a variety of answers, which are attached for your reference.

CAMP Recommendation

Although there was more response to this survey as compared to the one issued in Oct (2%), it does not appear that there is overwhelming support to resume the shuttle bus service at this time. Since the circumstances remain as they have been over the last several months, it is suggested that the shuttle bus service continue to be suspended through the first quarter of 2021.

Timestamp	Did you use to ride the shuttle or plan to ride in the future?	Do you want the shuttle to resume right now?	If you said no to resuming the shuttle, what was your reasoning?	If your reason was related to not returning to work at this moment, do you have a time frame for your return to work? Or a time for when you would like to return?
10/2/2020 18:05:58	Yes	Yes		
10/2/2020 18:12:32	Yes	Yes		
10/2/2020 18:21:20	Yes	No	I only chose this because, I want to choose maybe. I currently do not 'need' the shuttle, but would welcome its return. If Metrobus starts charging, I would want the shuttle. If it could be reduced because of others need, that would make sense to me as well.	Most likely not until the beginning of the year. During the current situation, my work has schedule has gone with telework almost exclusively.
1/16/2021 13:08:02	Yes	Yes		
10/2/2020 18:36:47	Yes	No	I will be working from home until further notice	I have no idea, but my best guess is January 2021.
10/2/2020 19:13:35	Yes	Yes		
10/2/2020 19:15:35	Yes	Yes		
12/18/2020 19:13:26	Yes	Yes		
10/2/2020 22:12:24	Yes	Yes		
10/2/2020 23:33:55	Yes	Yes		
10/3/2020 5:37:14	Yes	No	My workplace remains in a work from home mode for the foreseeable future.	No known timeframe.
10/3/2020 12:22:52	Yes	Yes		
10/3/2020 15:40:43	Yes	Yes		
10/4/2020 8:39:23	Yes	Yes		
10/4/2020 11:21:04	Yes	No	We are still 100% teleworking at this time.	Right now looks like not until possibly 12/2020 or 1/2021.
10/4/2020 11:24:30	Yes	Yes		
10/4/2020 13:12:35	Yes	Yes		
10/4/2020 16:16:56	Yes	Yes		
10/4/2020 20:05:23	Yes	Yes		
10/5/2020 8:19:46	Yes	Yes		
10/5/2020 14:34:01	Yes	Yes		

Timestamp	Did you use to ride the shuttle or plan to ride in the future?	Do you want the shuttle to resume right now?	If you said no to resuming the shuttle, what was your reasoning?	If your reason was related to not returning to work at this moment, do you have a time frame for your return to work? Or a time for when you would like to return?
10/5/2020 21:13:12	Yes	Yes		
10/6/2020 8:40:10	Yes	Yes		
10/9/2020 10:41:45	Yes	Yes		
10/9/2020 18:10:52	No	No	I don't ride it. I feel like nobody is using metro because of COVID and traffic isn't bad right now.	
10/9/2020 18:21:42	Yes	Yes		
10/9/2020 19:05:40	Yes	Yes		
10/9/2020 19:19:16	Yes	Yes		
10/9/2020 19:54:36	Yes	Yes		
10/9/2020 22:59:34	Yes	Yes		
10/10/2020 10:21:23	Yes	Yes		
10/10/2020 12:45:15	Yes	No	Still teleworking	January 4 (Potentially later depends on telework)
10/10/2020 12:58:59	Yes	Yes		
10/10/2020 13:25:44	Yes	Yes		
10/10/2020 14:01:23	Yes	Yes		
10/10/2020 14:57:28	No	No	Not enough demand during the current pandemic	N:A
10/10/2020 16:04:00	Yes	Yes		
10/10/2020 21:39:17	Yes	Yes		
12/25/2020 12:16:25	Yes	Yes		
10/11/2020 8:38:05	Yes	Yes		
10/11/2020 18:53:45	Yes	Yes		
10/12/2020 20:06:17	Yes	Yes		
10/16/2020 18:50:52	Yes	Yes		
10/17/2020 9:45:45	Yes	Yes		
10/17/2020 10:59:42	Yes	Yes		
10/23/2020 18:07:25	Yes	No	Working from home	April 2021
10/24/2020 9:50:55	Yes	Yes		
10/24/2020 18:52:44	Yes	Yes		

Timestamp	Did you use to ride the shuttle or plan to ride in the future?	Do you want the shuttle to resume right now?	If you said no to resuming the shuttle, what was your reasoning?	If your reason was related to not returning to work at this moment, do you have a time frame for your return to work? Or a time for when you would like to return?
10/26/2020 16:00:30	Yes	Yes		
10/26/2020 16:03:04	Yes	Yes		
10/26/2020 16:06:56	Yes	Yes		
10/26/2020 16:15:20	Yes	No	I believe that such a small amount of users will be riding the shuttle due to Covid and work from home. I know it is such a big expense to operate and don't think it is worth it to start the shuttle back up for just a handful of residents	I won't be returning to work until Summer 2021.
10/26/2020 16:19:23	No	No	do not use it	no an d no
10/26/2020 17:24:20	Yes	Yes		
10/26/2020 17:55:41	Yes	No	Not returning to work right now	Spring 2021
10/26/2020 19:01:30	Yes	No	Covid	After covid
10/26/2020 20:29:21	Yes	No	Health/safety of community	Do not have timeframe
10/26/2020 22:09:15	Yes	No	Not ready to take public transit to go back to work	I personally think we're telework through the end of the year at the very least. If there's an administration change (meaning Biden wins), I expect the temperament for federal workers and contractors to be different. That is not a political statement as I'm a moderate, I've heard people on both sides say the same thing.
10/27/2020 0:05:30	No	No	No retuning to work until next year	Being of 2021
10/27/2020 0:07:28	Yes	Yes		

Timestamp	Did you use to ride the shuttle or plan to ride in the future?	Do you want the shuttle to resume right now?	If you said no to resuming the shuttle, what was your reasoning?	If your reason was related to not returning to work at this moment, do you have a time frame for your return to work? Or a time for when you would like to return?
10/27/2020 7:57:29	Yes	Yes		
10/27/2020 10:01:25	No	No	Not returning to work at the moment	Summer 2021
10/30/2020 18:37:10	Yes	Yes		
10/30/2020 18:46:26	Yes	Yes		
10/30/2020 22:31:17	Yes	Yes		
10/30/2020 23:55:34	Yes	Yes		
10/31/2020 7:33:33	Yes	Yes		
10/31/2020 11:11:18	Yes	Yes		
10/31/2020 12:49:16	Yes	Yes		
10/31/2020 18:08:20	Yes	Yes		
11/6/2020 18:07:56	Yes	Yes		
11/6/2020 18:11:38	No	Yes		
11/6/2020 20:33:01	Yes	No	Office will remain closed for foreseeable future	Upon development of a vaccine
11/6/2020 20:46:33	Yes	Yes		
11/6/2020 23:49:53	Yes	Yes		
11/7/2020 6:27:07	Yes	Yes		
11/12/2020 13:17:28	Yes	Yes		
11/13/2020 18:14:07	Yes	Yes		
11/13/2020 18:19:32	Yes	Yes		
11/14/2020 9:34:04	Yes	Yes		
11/14/2020 13:12:15	Yes	Yes		
11/20/2020 18:29:02	No	Yes		
11/20/2020 19:47:26	No	Yes		
11/21/2020 11:02:39	Yes	Yes		
1/8/2021 21:19:24	Yes	Yes		
11/22/2020 12:37:53	Yes	Yes		
11/25/2020 12:48:41	Yes	Yes		
11/25/2020 13:33:10	Yes	Yes		
11/25/2020 14:06:40	Yes	Yes		

Timestamp	Did you use to ride the shuttle or plan to ride in the future?	Do you want the shuttle to resume right now?	If you said no to resuming the shuttle, what was your reasoning?	If your reason was related to not returning to work at this moment, do you have a time frame for your return to work? Or a time for when you would like to return?
11/25/2020 16:58:39	Yes	No	My work changed to telework.	It is unlikely that I will return to working in the office as I did in the past.
11/25/2020 18:20:54	Yes	Yes		
11/26/2020 0:12:57	Yes	Yes		
11/27/2020 22:28:20	No	Yes		
11/29/2020 10:40:46	Yes	Yes		
11/30/2020 8:39:49	Yes	Yes		
11/30/2020 11:30:42	Yes	Yes		
12/5/2020 12:30:16	No	No	working from home until at least June 2021	Oct 2021
12/5/2020 16:07:32	Yes	No	1.) Office has not provided guidance when we are to returning to work. 2.) It has it been made clear how the shuttle will maintain distance between passengers- if it is limited # then will there by more shuttles running? 3.).if I resume to office in person it will not be every day in that case I would just drive so no need for shuttle.	No definite timeframe - Most likely fall of 2021
12/11/2020 18:10:51	Yes	No	My husband and I will not need it because we are working from home until at least June.	Return to work by June
12/12/2020 7:02:14	Yes	No	Covid, would use in a few months	
12/18/2020 18:03:33	Yes	Yes		
12/18/2020 18:07:57	Yes	No	We are still in the middle of the pandemic and many workplaces — including mine — remain closed.	Mid-February or early March sounds reasonable
12/18/2020 18:46:01	Yes	Yes		
12/18/2020 22:24:47	Yes	No	Teleworking indefinitely, so don't need it right now.	Hopefully spring, we'll see
12/18/2020 23:08:29	Yes	Yes		

Timestamp	Did you use to ride the shuttle or plan to ride in the future?	Do you want the shuttle to resume right now?	If you said no to resuming the shuttle, what was your reasoning?	If your reason was related to not returning to work at this moment, do you have a time frame for your return to work? Or a time for when you would like to return?
12/19/2020 9:42:11	Yes	No	Not going downtown because of COVID; still working from home.	Maybe Fall 2021, depends on COVID, Fed gov't pronouncements, vaccine safety and availability
12/19/2020 11:16:49	Yes	Yes		
12/20/2020 9:09:04	Yes	Yes		
12/21/2020 0:39:27	Yes	No	I am teleworking as many federal employees are, and do not require the shuttle at this time.	
12/23/2020 22:34:41	Yes	No	Remote work will continue until the pandemic is over	September 2021
12/24/2020 5:25:11	Yes	No	Wait for COVID guidelines to relax somewhat	Retired
12/24/2020 7:33:42	Yes	No	Not returning to work yet	April 2021 if vaccinated
12/24/2020 7:52:39	Yes	Yes		
12/28/2020 15:04:46	Yes	Yes		
12/31/2020 12:22:09	No	Yes		
12/31/2020 14:27:22	Yes	No	I, personally, don't need it until mid-January.	January 13th
1/1/2021 7:20:59	Yes	Yes		
1/9/2021 12:28:51	Yes	No	Teleworking until the summer.	Summer 2021
1/9/2021 15:52:02	Yes	Yes		
1/9/2021 16:39:05	Yes	No	Still on telework	June
1/13/2021 11:43:15	Yes	No	Currently working from home indefinitely	Summer of 2021
1/15/2021 19:10:55	Yes	No	Still working from home	No
1/15/2021 21:24:45	Yes	No	Teleworking until further notice	Not at this time...spring/early summer possibly

Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021

TOPIC: Bessley Brick Sidewalk Repair Proposal

Motion:

"I move to approve the tree removal proposal no. 30865 submitted by Lancaster Landscapes in the amount of \$4,320 to be taken from the Reserves budget line item."

2nd:

Summary:

The Common Area Committee met at their January committee meeting and reviewed the attached proposal submitted by Lancaster Landscapes for sidewalk repairs in the common areas of Bessley Park. The sidewalk is sinking and creates pooling water at the south end of Bessley Park. The sidewalk area needs to be regraded and brick pavers reinstalled to direct water to existing mulch bed, approximately a 60" section; 240 sf at \$18/sf. The walkway will be power washed after it is repaired. This would be for a cost of \$4,320.

The CAC is recommending the approval of this project as submitted.

CAMP Recommendation

CAMP concurs with the recommendation of the Committee due to minimize the liability and risk to the Association now that the areas have been reported and identified. Over the coming months ahead, we are working to identify additional areas that are also ponding or create a trip hazard and will solicit additional bids accordingly.

LANCASTER LANDSCAPES, INC.
5019-B Backlick Rd □ Annandale, VA 22003
Phone: 703-846-0944 □ Fax: 703-846-0952



PROPOSAL NO.
30865

January 6, 2021

CUSTOMER # 229
Jennifer Gilmore
Cameron Station Community
Association 200 Cameron Station
Blvd.
Alexandria, VA 22304

Thank you for giving Lancaster Landscapes an opportunity to bid on your current job at the Cameron Station. Lancaster Landscapes, Inc. offers to perform the following services:

BESSLEY POCKET PARK BRICK SIDEWALK REPAIR

At Side of Pocket Park Facing Brawner Place

Scope of Work:
Regrade brick paver sidewalk to direct water to existing mulch bed away from sidewalk and prevent ponding of water of sidewalk. Area approx. 60x4'

Remove all brick pavers
Regrade area and reinstall all brick pavers

Total of (240)sf. \$18 per sf \$ 4,320.00

TOTAL PROPOSAL: \$ 4300.00

Payment terms: All payments are due within 30 days of invoice date unless otherwise specified. A 1.5% per month late charge will be applied to payments not made within 30 days of their due date. In the event that this contract is placed in the hands of an attorney, whether or not suit is instituted, the client agrees to pay all reasonable attorneys fees involved in such collection efforts.

Lancaster Landscapes, Inc. offers a one year warranty on all newly installed plant materials and trees, excluding annuals and sod. The warranty period commences upon date of installation through and until one year from that date. Warranty is not valid if plants have (1) not been properly maintained (watered) (2) are damaged due to incidents not precipitated by contractor or its forces such as weather conditions, pedestrian traffic, animal damage, etc. (3) if invoice for services rendered has not been paid in full within the 30 day time allowance. Properties requiring re-installations will be inspected. Plant materials meeting warranty requirements will be listed and replaced, in mass, at the end of the warranty period, unless agreed to otherwise by contractor and client. This will ensure that all plants requiring replacements are installed under the best possible conditions and in compliance with current industry standards. Subsurface obstructions are not covered by proposal.

Disclaimer. Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Lancaster Landscapes are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. There can be no guarantee or certainty that all hazardous conditions will be detected.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or from above specifications involving extra costs will be executed only orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: Carlos Rios
This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL:
The above prices, specifications, and conditions are satisfactory and deviation hereby accepted. You are authorized to do the work as specified. upon written Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____

SIGNATURE: _____





**Cameron Station Community Association, Inc.
Board Decision Request
January 26, 2021**

TOPIC: Engineering Proposals

Motion:

"I move to approve Gardner Engineering as the engineering firm to oversee the paving projects".
2nd.

Summary:

Attached is a detailed package provided to the Common Area Committee which includes the reasoning behind using an Engineering firm, a summary of the engineering proposals received and copies of each proposal. Using an Engineering firm will help to ensure the scope of work is appropriate, any problematic areas on the asphalt are appropriately addressed, and the bids received are comparable and consistent for the scope of work needed. In addition, once a selection is made for the contractor, the Engineering firm would provide oversight and project management.

After review, the Common Area Committee is recommending the use of Gardner Engineering.

CAMP Recommendation

CAMP concurs with this recommendation. As this is a Reserve project, all engineering costs would come from the Reserve Fund.

MEMORANDUM

TO: Common Area Committee

FROM: Heather Graham, Executive Vice President
 Janeva Sharp, Assistant Manager

DATE: November 11, 2020 **(UPDATED)**

RE: Paving Project – Engineer Proposals

Based upon a discussion with Robert Burns and Joan Lampe, CAMP solicited bids for engineering services for the paving project. There are several reasons for this noted below:

- This is not a routine project for which management has specific skills to evaluate and oversee.
- Bids were not received in a comparable format in order to evaluate for accuracy.
- Specifications were developed and appear to be adequate but do not include specific detail that may be needed to ensure “apples to apples” comparison for proposals.
- The condition of the pavement may require additional work or repair in certain areas other than what is noted in the specifications – management is not a paving expert and can not identify these areas in advance; other than to point out pot hole areas that are continual issues.

Bids were solicited from 4 engineering firms, of which 3 have been received to date. A comparison of their services is noted below. The “phases” differ from each firm but we’ve tried to provide a summary based upon the services offered.

Project Phase	Becht *	Gardner	ETC	SRG
Review of Specifications and Proposals	\$2,000 Proposal Review Only <i>*requested additional info for consistency</i>	\$4,580 – Includes a visual inspection/evaluation and a written report of existing specs and recommended changes	\$2,000 – Spec Review Only \$9,500 – Includes a visual Inspection/evaluation	\$6,900 – Includes a visual inspection and a written report
Core Testing, in certain areas <i>if needed</i>	Did not provide a price <i>*Same as above</i>	\$2,000	\$2,000	\$24,750 – Geo tech survey and report
Development of Specifications, if requested/needed	Did not provide a price <i>*Same as above</i>	\$4,800	\$3,000 – \$5,000	\$9,500
Solicitation/Review of bids, if requested or needed	<i>*Same as above</i>	\$2,650	\$3,000 \$1,500 for virtual interview with contractors	\$3,200

Contract Administration	\$1,000	TBD	TBD	Hourly
Contract Oversight – Project Management	\$7,000 assumes completion over 30 days	TBD – would include daily ½ day visits while project is underway	TBD – generally includes 3 weekly visits	\$900 per site visit \$1,380 per progress meeting \$920 for review of invoice application and approval \$900 – other coordination/services \$10,000 on average for total costs depending upon contractor.
Hourly Rate		\$215 for Senior Engineer \$170 for Project Engineer	\$140 by Pavement Specialist and \$300 for Engineer oversight (6-8 hours)	\$195 - \$260 for Project Manager and Senior Engineer

* Additional detail was requested by Becht to allow for a better comparison among the firms for your reference. This will be provided/updated separately.

Given the project variables, some of the above costs may be modified. For example, if the specifications need to be expanded, CAMP would then send that detail to the contractors who already provided proposals for which there are 3. It may be helpful to have a meeting with the contractors given the size of this project and we would expect the Engineer to participate but we may be able to negotiate this further once a firm is selected.

It is recommended that the Engineer conduct a site visit in order to properly evaluate the specifications developed. Since the prices range depending upon the service selected, which is also dependent upon the evaluation, it is recommended that the CAC select a firm that you would like to do business with and from there negotiate the level of service needed once more information is determined.

CAMP has worked with all of the firms above and would recommend Gardner, mainly due to pricing, although all of the firms are very well qualified to perform the services and would do a good job. If the Committee is not yet comfortable with making a recommendation, you may want to consider narrowing down the search between 2 firms and then conduct interviews, which CAMP can coordinate as well.

Since the project is a Reserve project, all of the expenses attributed to the project would be taken from Reserves as well including the engineering costs. Please also keep in mind, it is recommended that the paving project be completed in 3 phases given the size of the project, the complexity and for cash flow purposes.

If you have any other questions, please feel free to let us know.

Thanks!

October 19, 2020

Cameron Station Community Association

200 Cameron Station Blvd.
Alexandria, VA 22304

Attention: Heather Graham, CMCA, PCAM
Executive Vice President

Reference: Proposal for Consulting Engineering Services
Cameron Station Community Association (HOA)
Asphalt Paving Project, Proposal review and Project Oversight
Becht Engineering BT Proposal Number: 20-1085

Dear Heather:

We are pleased to present this proposal for your review and consideration.

The proposal is for the engineering services required to review proposals specifications and provide construction oversight for the proposed paving rehabilitation project at the referenced Association in Alexandria, Virginia. It is our understanding that a contract/scope of work has been created by Association, which is presently soliciting bids for this for the asphalt milling, patching, paving and striping project.

1. ENGINEERING SERVICES

Phase I: Proposal Review

- We will review the proposed scopes of work and fee proposals to determine if they are comparable scopes of work, and also verify if the proposed scope of work meets the requirements required to meet the needs of the community. A summary report including our review of the proposals and recommendations will be provided.

Phase II: Contract Coordination

- Upon selection of the Contractor, we will coordinate and administrate the contract assembly process. Contract coordination services are offered as a convenience to the client and are intended to help facilitate in an administrative capacity. We strongly recommend the Board retain Counsel to

Heather Graham, CMCA, PCAM
Cameron Station Community

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October 19, 2020

thoroughly review the entire agreement and we will coordinate with Counsel to answer questions or clarify information received. Our scope of work for this phase may include the following:

- We will conduct a pre-award meeting to help negotiate final contract terms, discuss particular project requirements, and generally review the layout of the project, etc., so that a formal contract can be drafted by the Contractor for review by the Owner, Owner's Counsel, and Engineer.
- We will review and provide comment on the draft Agreement that represents the scope of work and any negotiated changes, terms/conditions, Addenda (if any) and/or your Counsel's Rider.

Phase III: Construction Observation

- We will perform construction observation and consultation services to determine that, in our opinion, the Contractor's work substantially complies with the contract documents, including local jurisdictional requirements for hot mix asphalt (HMA) installation. In this phase of work, our services will include the following items:
- One pre-construction meeting with the Contractor to review the contract documents, Contract submittals and project requirements so that the work will be properly coordinated and started. Also, during this meeting, we will discuss work schedule, duration and daily or site-specific procedures.
- Our staff will conduct daily half day site visits to observe the work being performed. These site visits will include a preconstruction meeting and a final walk. During these visits we will perform the following tasks:
 - A. Visual inspections of the the base preparation and patching operations being performed.
 - B. If possible, we will verify the asphalt load and mix upon delivery, take temperature readings of the HMA and road surface prior to application to verify requirements set by the District of Columbia. Additionally, we will verify the surface preparation prior to application including the tack coating materials and application are as specified.
- Issuance of a daily report of the work performed, meetings held, and other pertinent information concerning the contract documents and project requirements. Reports are generated on a daily basis according to weather

20-1085.000

Heather Graham, CMCA, PCAM
Cameron Station Community

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October 19, 2020

conditions, manpower, work being performed, questions or issues noted. These will be issued via e-mail at the end of each day to all appropriate parties. In a project of this nature, areas will be complete while others are in various states in the process. We offer punch items and work approvals as areas are complete in the daily reports.

- A final acceptance report will be issued upon satisfactory completion of the work by Becht, the Engineer and the Owner. The final report is actually the final walk after all is complete providing a final acceptance of the work. In a project of this nature, areas will be complete while others are in various states in the process.

2. FEES

- Our proposed fee for the above outlined services is as follows:

i.	Phase I:	\$2,000.00
ii.	Phase II:	\$1,000.00
iii.	Phase III:	\$7,000.00 (Hourly Estimate)*

**This fee estimate assumes a 30-day construction period.*

- These fees are payable as a \$2,000.00 retainer payment upon acceptance, with monthly invoicing thereafter based on our efforts during the respective billing period.
- The above fee is based on the outlined scope of work. If additional time is justified by an extended scope of work, additional charges will be discussed at that time.

3. ADDITIONAL SERVICES

- Civil and Environmental assessment services, or other engineering design services, if required, are not included.
- Services related to buildings, features or elements, or other common area elements, other than as described above, are not included.

4. ACCEPTANCE

- This proposal may be accepted by signing and returning a copy, along with the retainer payment.
- This proposal is valid for six months from date of issue.

Heather Graham, CMCA, PCAM
Cameron Station Community

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October 19, 2020

5. TERMS AND CONDITIONS

- The work will be performed under our Standard Terms and Conditions dated January 1, 2020, a copy of which is attached. Any services which are requested to be performed as additional services under this agreement and are not specifically detailed or listed within this agreement, will be subject to the original Terms and Conditions of this agreement.

Thank you for continuing to consider our firm for your engineering needs. We look forward to working with you on this interesting project.

Very truly yours,
BECHT ENGINEERING BT, INC.



James Stegemerten
Senior Project Manager
ICC Building Inspector



James W. Anderson, P.E.
Principal Engineer

Accepted by: _____

Date: _____

Please indicate Phases of Service accepted at this time:

- ☐ Proposal Review
- ☐ Contract Coordination
- ☐ Construction Observation

Please complete for billing purposes:

Billing Contact: _____

Billing Email: _____

Enclosures

Professional Services - Schedule of Fees - 2020

Engineering Design, Evaluation, Project Management and Construction Support Services:

<u>Tier</u>	<u>Title(s)</u>	<u>Rate</u>
1	Principal, Executive Consultant	\$ 240.00 per hour
2	Division Manager, Associate	\$ 220.00 per hour
3	Discipline Leader, Lead Engineer, Technical Specialist	\$ 200.00 per hour
4	Lead Project Manager	\$ 180.00 per hour
5	Senior Project Manager, Senior Engineer, Lead Designer	\$ 170.00 per hour
6	Project Manager, Project Engineer, Senior Designer	\$ 150.00 per hour
7	Assistant Project Manager, Project Designer, Sr. Construction Inspector	\$ 130.00 per hour
8	Designer, Senior CAD Operator, Construction Inspector	\$ 120.00 per hour
9	CAD Operator, Senior Project Assistant	\$ 95.00 per hour
10	Project Assistant	\$ 80.00 per hour

Forensic Engineering, Legal Support, Case Preparation, Research, Analysis, Consultation Services:

<u>Tier</u>	<u>Title(s)</u>	<u>Rate</u>
1	Principal, Executive Consultant	\$ 325.00 per hour
2	Division Manager, Associate	\$ 300.00 per hour
3	Discipline Leader, Lead Engineer, Technical Specialist	\$ 270.00 per hour
4	Lead Project Manager	\$ 245.00 per hour
5	Senior Project Manager, Senior Engineer, Lead Designer	\$ 230.00 per hour
6	Project Manager, Project Engineer, Senior Designer	\$ 200.00 per hour
7	Assistant Project Manager, Project Designer, Sr. Construction Inspector	\$ 175.00 per hour
8	Designer, Senior CAD Operator, Construction Inspector	\$ 160.00 per hour
9	CAD Operator, Senior Project Assistant	\$ 130.00 per hour
10	Project Assistant	\$ 110.00 per hour

Deposition, Arbitration, Mediation and Court Testimony:

(Due in advance; 4-hour minimum, \$750 per day on-call)

<u>Tier</u>	<u>Title(s)</u>	<u>Rate</u>
1	Principal, Executive Consultant	\$ 445.00 per hour
2	Division Manager, Associate	\$ 410.00 per hour
3	Discipline Leader, Lead Engineer, Technical Specialist	\$ 375.00 per hour
4	Lead Project Manager	\$ 350.00 per hour
5	Senior Project Manager, Senior Engineer, Lead Designer	\$ 315.00 per hour
6	Project Manager, Project Engineer, Senior Designer	\$ 280.00 per hour
7	Assistant Project Manager, Project Designer, Sr. Construction Inspector	\$ 240.00 per hour
8	Designer, Senior CAD Operator, Construction Inspector	\$ 220.00 per hour
9	CAD Operator, Senior Project Assistant	\$ 175.00 per hour
10	Project Assistant	\$ 150.00 per hour

Reimbursable Expenses:

Photocopies - B&W: 8.5"x11" - \$ 0.20 each, 11"x17" - \$ 0.25 each (not billed for incidental amounts)

Photocopies - Color: 8.5"x11" - \$ 2.50 each, 11"x17" - \$ 3.00 each

Electronic Files on CD: \$100.00 each

Bond Plots: \$ 2.50 per square foot

Bond Print Reproduction or Scanning: \$0.75 per square foot

Mileage: \$ 0.75 per mile

Thermographic Camera: \$ 150.00 per hour plus operator

Fiberoptic Camera: \$ 50.00 per hour plus operator

Drone: \$50 per hour plus operator

Electronic Submission of Permit Drawings: \$15.00 per drawing

Other reimbursable costs such as travel expenses, delivery services, photographs, and equipment rental will be billed at cost plus 10% for Administrative Expense. Computer costs are included in the rates. Rates for special purpose software will be quoted with the proposal. Rates for specialized equipment use will be quoted as required. Billing rates are subject to review and adjustment every 12 months on January 1 of each year.

Terms are net 30 days and 1.5% per month on overdue accounts plus the cost of collection, including court costs and legal fees.

BECHT ENGINEERING BT, INC.
STANDARD CONTRACT TERMS AND CONDITIONS

1. **DUTIES AND RESPONSIBILITIES.** Becht Engineering BT, Inc. (the "Engineer") agrees to provide those professional services set forth in the Scope of Services described in the letter proposal or other written agreement (the "Proposal") to the party named therein (the "Client"). Additional services may be performed if requested, subject to an agreed upon revision in the Scope of Services and authorized fee. These Standard Contract Terms and Conditions apply to any services that the Engineer provides to the Client, regardless of whether such services are set forth in writing.
2. **CONTRACT DOCUMENTS.** The Engineer and the Client have entered into a contract. The Documents include the Proposal and these Standard Contract Terms and Conditions which are incorporated into the Proposal. The Proposal and Standard Contract Terms and Conditions, taken together, form the contract between the parties (the "Contract").
3. **INFORMATION FURNISHED BY CLIENT.** Client shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Engineer pursuant to this Contract. Engineer may use such requirements, reports, data and information in performing or furnishing services under this Contract to the extent that the Engineer determines to be appropriate.
4. **ENVIRONMENTAL CONDITION OF SITE.**
 - 4.1 Client has disclosed to Engineer in writing the existence of all known and suspected hazardous materials or toxic substances located at or near the Project Site, including type, quantity, and location.
 - 4.2 Client represents to Engineer that to the best of its knowledge no hazardous materials or toxic substances, other than those disclosed in writing to Engineer, exist at the Site. In the event that Client becomes aware of or suspects the existence of hazardous materials or toxic substances at the Project Site prior to the completion of the Engineer's services, the Client will so notify the Engineer in writing immediately.
 - 4.3 It is acknowledged by both parties that the Engineer does not provide any services related to hazardous materials or toxic substances. If Engineer or any other party encounters any undisclosed hazardous materials or toxic substances at the Project Site, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed hazardous materials or toxic substances at the Project Site, then Engineer may, at its option and without liability for any damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials or toxic substances; and (2) warrants to the satisfaction of the Engineer that the Site is in full compliance with applicable Laws and Regulations.
5. **USE OF DOCUMENTS.**
 - 5.1 Engineer shall retain an ownership interest (including the copyright and the right of reuse at the discretion of the Engineer) in all documents and instruments of service in respect to this Project (the "Documents"), whether or not the Project is completed.

Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.

- 5.2 A party may rely upon any data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - 5.3 When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
 - 5.4 If Engineer, at Client's, request verifies or adapts any Documents for extensions of the Project or for any other project, then Client shall compensate Engineer at rates in an amount to be agreed upon by Client and Engineer.
 - 5.5 Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Engineer grants Client a license to use the Documents on the Project and extensions of the Project, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability to or responsibility by Engineer or Engineer's Consultants; (3) Client shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees and other costs of defense, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Client shall not create any rights in or in favor of third parties.
6. **STANDARD OF CARE.** Services performed by the Engineer under the Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by reasonable members of the Engineer's profession practicing under similar circumstances in the same or similar locality (the "Standard of Care"). Engineer makes no other warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services, including without limitation warranties of merchantability or fitness for a particular purpose. The Engineer shall perform, at its cost and expense and no charge or expense to the Client, corrective professional services necessary to remedy services that, as agreed to by the Engineer, do not comply with this Standard of Care. The Client shall give prompt written notice to the Engineer that it believes Engineer's services or a portion thereof, do not conform to the required Standard of Care so that the Engineer can evaluate the Client's claim. Upon the Engineer's agreement that the services fail to comply with this Standard of Care, the Engineer shall perform those corrective professional services required to remedy the non-conforming services. It is specifically understood and agreed that the Client's sole and exclusive remedy, whether in contract, tort or otherwise, for non-conforming services, shall be the performance of corrective professional services by the Engineer at no cost or charge to the Client.

7. OBSERVATION SERVICES.

- 7.1 If required under the scope of services, the Engineer will provide personnel to observe and report on the specific aspects of phases of construction in accordance with the agreed Scope of Services. If observational services are required, the Engineer's services do not include supervision or direction of the actual work of any contractor, contractor's employees, agents, or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of Engineer's field representatives nor the observation by the Engineer shall excuse the contractor for defects or omissions in contractor's work.
- 7.2 It is understood that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all personnel and property during the performance of the work, and these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by Engineer's personnel is not intended to include review of the adequacy of the contractor's safety measures, in, on or near the construction site. The Engineer shall not be responsible for any contractor's failure to observe or comply with the Occupational Safety and Health Act of 1970, and regulations or standards promulgated there under, or any State, County or municipal law or regulation of similar import or intent.
- 7.3 When required under the Scope of Services, the Engineer will observe construction for compliance with the engineering design. The Engineer shall not supervise, direct or have control over Contractor's Work, nor shall Engineer have authority or responsibility for the means, methods, techniques, or procedures of construction selected by the Contractor, nor for the failure of the Contractor to comply with Laws or Regulations applicable to Contractor's furnishing and performing the Work. Engineer assumes no responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Documents. Engineer shall not be responsible for the acts or omissions of any Contractor(s), subcontractor, or supplier, or any of the Contractor's agents or employees or any other persons (except Engineer's own employees) at the site or otherwise furnishing or performing any of the Contractor's Work; or for any decisions made on interpretations or clarification of the Documents given by Client without consultation and advice of Engineer.

- 8. SHOP DRAWINGS AND SAMPLES.** Engineer shall review or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

- 9. INSPECTIONS AND TESTS.** Engineer shall require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Documents. Engineer shall be entitled to rely on the results of such tests.

10. **CONTRACTOR'S APPLICATIONS FOR PAYMENT.** If required under the scope of services, Engineer shall, based on Engineer's observations as an experienced and qualified design professional, upon review of Contractor's Applications for Payment and accompanying supporting documentation:
- 10.1 Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Documents).
- 10.2 By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and contractor that might affect the amount that should be paid.
11. **TERMINATION, SUSPENSION.** The Contract may be terminated by either party upon seven (7) days written notice. In the event of termination, the Engineer shall be paid for services performed to the termination date plus reasonable termination expenses.
12. **FORCE MAJEURE.** Performance of any obligation under this contract may be suspended by the Engineer, without liability to the Client, if the failure of the performance arises from causes beyond the control and without fault or negligence of the Engineer. Examples of these causes are (a) acts of God or of the public enemy, (b) acts of the Government, (c) fire or explosion, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature of the contingency and the estimated extent and duration of the suspension. The Contract shall otherwise remain unaffected.

13. INVOICES, PAYMENTS.

- 13.1. Engineer will submit invoices to Client monthly or on an agreed milestone basis as set forth in the Proposal and a final invoice upon completion of services. Payment is due upon presentation of each invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a service charge of one and one-half (1 1/2) percent per month (18% per annum) or fraction thereof on past due payments under the Contract. If any invoice remains unpaid for a period in excess of sixty (60) days, the Engineer reserves the right to pursue all appropriate rights and remedies available to it at law or equity or by any other provisions hereof, and shall in addition have the right to any or all of the following specific remedies:
- (a) declare the Contract terminated;
 - (b) cease any or all services agreed upon under the Contract;
 - (c) retain all drawings, information, data or other documentation without recourse and demand the return of any documentation in possession of Client; and
 - (d) institute suit for the amounts owed plus additional costs as set forth below, including all costs of collection.
- 13.2. Payment to the Engineer by the Client is a material consideration of the Contract. In the event that any unquestioned or uncontested invoice or portions thereof submitted by the Engineer are not paid by the Client, the Client shall be in material breach of this Agreement. Therefore, the Engineer has a right to suspend services for non-payment, following written notification to the Client. The Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of the Engineer's suspension of services. The Client shall hold harmless, indemnify, and defend the Engineer for claims that arise due to any suspension.
- 13.3. The covenants and obligations of Engineer hereunder are separate and independent from one another. Client's obligations to pay invoices and other amounts payable hereunder, and to perform its obligations hereunder, shall be fully enforceable and shall not be impaired or excused, notwithstanding any breach by Engineer hereunder. No invoices or other amounts payable hereunder shall be subject to reduction, delay, offset, withholding or other defense.
- 13.4. Engineer shall maintain receipts and other documentation of reimbursable expenses for a period of two years. These will be available for audit by Client during normal business hours. Copies of receipts and similar documentation will not be attached to the invoice, but may be requested for an additional 5% service charge.
- 13.5. If, as a result of Engineer's relationship with the Client or the Contract, the Engineer is subpoenaed or otherwise called as a fact witness for any legal proceedings, the Client agrees to compensate the Engineer in accordance with the Engineer's current fee schedule.

14. **ASSIGNS.** Neither the Client nor the Engineer may delegate, assign, sublet, or transfer his duties or interest in the Contract without the written consent of the other party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.
15. **DISPUTES.** In the event that Client institutes suit against the Engineer because of any alleged failure to perform, or any alleged error, omission, or negligence, and if such suit is withdrawn or dismissed, or if judgment is rendered for the Engineer, Client agrees to reimburse the Engineer or pay any and all costs and all other expenses of defense, including without limitation, Engineer's attorney's fees and the fees of expert witnesses, immediately following withdrawal or dismissal of the case or immediately upon judgment being rendered on behalf of the Engineer.
16. **NOTICES.** All notices required or permitted to be given pursuant to this Contract shall be delivered in person or sent by registered mail, postage pre-paid to the parties at the addresses set forth in the Proposal. Either party may change the address to which the notice should be sent by sending a notice in accordance with this paragraph.
17. **PHOTOGRAPHY.** The Engineer shall have the right to include photographic or artistic representations of its design for the Project among engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. However, the Engineer's material shall not include Client's confidential or proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by Client to be confidential or proprietary.
18. **ENTIRE AGREEMENT.** This Contract represents the entire and integrated agreement between the parties and supercedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.
19. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement shall create any third-party beneficiary rights against either party.
20. **ACCRUAL OF CLAIMS.** To the fullest extent permitted by law, all causes of action arising under this Contract shall be deemed to have accrued, and all statutory periods of limitation shall commence no later than the date of Substantial Completion.
21. **WARRANTY OF AUTHORITY TO SIGN.** The persons executing this Contract warrant that they have the authority to sign as, or on behalf of the Client or the party for whose benefit the Engineer's services are rendered. If such persons do not have such authority, they agree that they are personally liable for all breaches of this Contract and that any action against them for breach of such warranty, Engineer's attorney's fee shall be included in any judgment rendered.
22. **SEVERABILITY.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

23. LIABILITY AND INDEMNIFICATION.

- 23.1. Client agrees and understands that the Engineer shall not be held responsible for any errors or omissions on the part of any contractor, including, but not be limited to, a contractor's failure to adhere to the plans and specifications, regardless of whether the Engineer is performing observational services. This provision shall be included in any contract between the Client and the contractor for any project referred to in the Contract.
- 23.2. Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees from and against any liabilities, damages and costs (including reasonable attorney fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of Services under this Agreement, solely by the sole negligent acts, errors or omissions of the Engineer or anyone for whom the Engineer is legally responsible, subject to all limitations of liability contained in this Agreement.
- 23.3. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Engineer, its officers, directors, employees and agents from and against any liabilities, damages and costs (including reasonable attorney fees and costs of defense) to the extent caused by the negligent acts, errors or omissions of the Client, the Client's contractors, consultants or anyone for whom Client is legally responsible.
- 23.4. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees and agents to the Client and anyone claiming by, through, or under Client for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Services under this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract of Engineer, Engineer's officers, directors, employees and agents, shall not exceed the total compensation received by Engineer under this Agreement.
- 23.5. Neither Client nor Engineer shall be liable to others or their respective affiliates for any action or claim for loss of product, loss of use or for indirect, consequential, special or punitive damages.

24. REFERENCES. Client agrees that Engineer has authority to utilize Client's name as a client in general descriptions of the project work or services performed as references to other clients.

25. CONTROLLING LAW. This Agreement shall be governed by the laws of the local jurisdiction, excluding its conflict of laws rules.



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MD, DC, DE, VA,
WV, CT, MA, RI, NH,
ME, NC, SC, & FL

BECHT ENGINEERING BT, INC.

Becht Engineering BT, Inc. provides mechanical, electrical, plumbing and fire protection (MEP&FP) engineering, structural engineering, roof consulting, building envelope engineering, forensic investigations, and construction management and project management services. Our engineering staff includes multi-disciplined engineering professionals licensed in nineteen states. We employ not only licensed engineering design professionals, but also Licensed Building Inspectors, Licensed Mechanical Inspectors, Licensed Plumbing Inspectors, Licensed Plan Examiners, LEED Accredited Professionals, Certified Energy Managers, Registered Roof Observers, and Registered Exterior Wall Observers.

CORE SERVICES

■ MEP&FP Engineering

- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Energy Analysis
- Building Evaluation

■ Structural Engineering

- Light Gage and Structural Steel
- Concrete
- Masonry
- Wood

■ Building Envelope

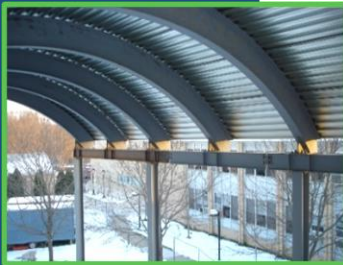
- FRT Plywood Inspections
- Steep Roofs
- Low Slope Roofs
- Facade
- Siding Replacement
- Drone Inspections
- Non-Invasive Observations through Thermal Imaging

■ Community Associations

- Transition Engineering
- Capital Reserve Studies
- Building Envelope
- Corrective Design
- Major Maintenance
- Project Administration

■ Forensic Engineering

- Structural Issues
- Building Issues
- Building Code Deficiencies
- Deficient Construction
- Insurance Claim Investigations
- Expert Testimonies
- Utility Issues
- Vehicular Accident Reconstruction



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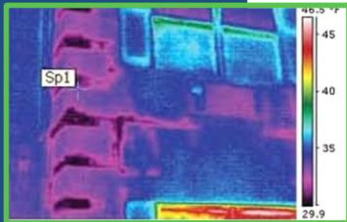
COMMUNITY ASSOCIATION SERVICES

For over 55 years, Becht Engineering BT, Inc. has provided building solutions for residential properties. We provide a broad spectrum of services for condominium, townhouse, and single-family residential complexes. Whether you live in a Townhouse, Condominium, or Homeowners Association, we can provide you with the expertise and resources to protect your community for years to come.



We provide:

- Independent inspections of facilities, units, and common elements by full qualified inspectors and engineers.
- Complete supporting documentation of all construction deficiencies and potential problems.
- Capital Reserve Studies performed by Certified Reserve Specialists.
- Solutions for resolving issues to meet local and national building standards and code requirements.
- Expert construction administration and management.
- Customized services to meet your needs and budget requirements.
- Everything a governing board needs to live up to its fiscal responsibilities.



Expert Services and Solutions for Community Associations:

- | | |
|---------------------------------|--|
| ■ Transition/deficiency studies | ■ Building envelope analysis |
| ■ Capital reserve studies | ■ Masonry façade investigations |
| ■ Construction projects | ■ Window and flashing failures |
| ■ Bid specifications | ■ Pavement and concrete inspections |
| ■ Bid administration | ■ Structural repair designs |
| ■ Pre-construction meetings | ■ Mechanical and electrical engineering |
| ■ Project management | ■ Paving and drainage corrections |
| ■ Final inspections | ■ Infrared thermal imaging |
| ■ Roof systems | ■ Video inspection of pipes |
| ■ Foundations | ■ Troubleshooting of problematic systems |
| ■ Stoops, decks, and balconies | ■ Cost estimating |
| ■ Retaining walls | ■ Needs assessments |
| ■ Concrete and pavement | ■ Construction code consulting |
| ■ Site grading and drainage | ■ Building Plan review |
| ■ Storm water systems | |





**GARDNER
ENGINEERING, INC.**

October 20, 2020

Ms. Susan Cassell
Community Association Management Professionals (CAMP)
4114 Legato Road, Suite 200
Fairfax, Virginia 22033

**SUBJECT: Proposal For Engineering Consulting Services
Asphalt Pavement Evaluation**
Cameron Station Community Association
Alexandria, Virginia
Gardner Engineering Proposal 4137

INTRODUCTION

Gardner Engineering, Inc. appreciates the opportunity to submit this proposal for asphalt pavement consulting services at Cameron Station located in Alexandria, Virginia. Included in this proposal is a brief discussion of project information, our proposed scope of services, proposed fee, and schedule.

Cameron Station Community Association (CSCA) consists of townhomes and garden-style buildings with mixed use retail and commercial offices. Asphalt pavement is present throughout the community. Concrete curb and gutters are present at the perimeter of the asphalt paved areas.

The asphalt areas included are 30 streets and alleyways off of the county maintained roads. The county roads not included are Brenman Park Dr, Cameron Station Blvd, Ferdinand Day Drive and Somerville Street. We are in receipt of the CSCA RFP for Asphalt Paving and Maintenance dated June 16, 2020 and the 3 contractor proposals from that RFP.

It is our understanding that the community intends to perform asphalt pavement remediation, with select replacement of concrete curb and gutter, in 2021.

PROPOSED SCOPE OF SERVICES

We propose to perform the following scope of work:

Phase I – RFP Review, Site Visit and Report

- We will review the CSCA RFP and associated specifications and associated site plans.

Specializing in Building Restoration

- Visit the site to perform a visual assessment of all of the asphalt pavement areas. The visual assessment of the pavement will involve determining the quantity of repairs, such as medium and high severity alligator cracking. We will also visually survey concrete components at the perimeter of the asphalt paved areas including curb and gutter.
- Provide a written report of our findings and recommendations regarding the existing specifications and any recommended changes to that document.

Optional Coring

- Obtain asphalt cores at representative locations (approximately 12) for the purpose of determining the condition of the asphalt surface course, the presence of a previously installed paving fabric, the thickness and overall condition of the asphalt pavement/subbase and to obtain samples of the underlying subgrade soil materials. Each soil sample will be visually classified to estimate the California Bearing Ratio (CBR). The CBR value is a relative soil strength value used to design the thickness of pavement necessary for the traffic conditions. Each sample area will be filled with asphalt cold-patch material.
- We will provide a brief written report with the results of the coring and provide necessary information regarding changes to the CSCA specifications, if warranted.

Phase II - Design/Construction Documents

- If Gardner Engineering is requested to develop new design/construction documents based on our review of the CSCA RFP, our survey and the coring, we will develop a written scope of work to outline the asphalt remediation. The scope of work document will describe the materials to be used and the procedures to be employed. The data from the coring will be used to determine the appropriate thickness of the patches and overlay.
- We will prepare design/construction documents suitable for bidding, including:
 - Technical Specifications
 - Plan and Detail Drawings, as necessary
 - Invitation to Bid
 - Instructions to Bidders
 - Bid Forms
 - Contract Agreement (AIA 107)
 - Safety Requirements
 - Administrative Provisions
 - Insurance Requirements
 - Warranty
 - Bonds

Phase III - Bidding

- If requested to obtain bids based on our Phase II design documents, we will consult with CSCA to develop a list of qualified Contractors for Owner approval, or re-bid to the original 3 Contractors.
- Distribute bidding documents to Contractors.
- Conduct a pre-bid meeting at the site with the Owner and at least three qualified contractors.
- Prepare and distribute any required bid addenda.
- Review and tabulate the bids.
- Provide a spreadsheet containing Contractor's base and unit prices.
- Consult with Owner regarding selection of a Contractor.

Phase IV - Contract Administration

Gardner Engineering will provide contract administration services generally consisting of the following:

- Prepare the Owner/Contractor Agreement for execution (AIA A104).
- Conduct a pre-construction meeting.
- Review of Contractor submittals and pay requisitions.
- Perform additional engineering, if necessary, to address changed or unforeseen conditions.
- Act as liaison between the Owner and Contractor.
- Provide clarification of technical or contract issues.

Phase IV - Construction Observation

- Perform periodic site visits during construction to observe the progress of the work, take photographs of the progress of the work, verify quantities of repair and determine if the work is being performed in general accordance with the project specifications.

FEES AND SCHEDULE

We propose to perform the services described above for the following fees:

ITEM	ESTIMATED FEES
Phase I – Evaluation, Review and Report	* Estimated \$4,580
<i>Optional Coring</i>	Lump Sum \$2,000
Phase II – Design/Construction Documents	Estimated \$4,800
Phase III – Bidding	Estimated \$2,650
Phase IV – Contract Administration	** TBD
Phase II - Construction Observation	** TBD

* Please note that the fees for Phases I, II and III will be billed on a Time and Materials basis in accordance with the attached Fee Schedule.

** We will perform these services on a unit rate basis in accordance with our attached Fee Schedule. An estimated fee for Phases IV and V can be provided at a later date, after the selected Contractor provides a construction schedule.

AUTHORIZATION

If this proposal is acceptable, please sign the attached Proposal Acceptance Sheet and return it to us. That will make this proposal and the attached Terms and Conditions the agreement between us.

We appreciate your consideration of Gardner Engineering for this work and look forward to assisting you on this project.

Sincerely,
GARDNER ENGINEERING, INC.

David A. Gertz, P.E.
Senior Consultant

Douglas A. Gardner, P.E.
President

Attachments: Proposal Acceptance Sheet/Terms and Conditions (2 pages)
Fee Schedule (1 page)





**GARDNER
ENGINEERING, INC.**

PROPOSAL ACCEPTANCE SHEET

Gardner Engineering, Inc. is pleased to provide the services listed in **Proposal 4137**. The purpose of this acceptance sheet is to obtain your authorization for the scope of work and confirm the terms and conditions under which our agreement will be based. The terms and conditions are stated on the reverse side of the sheet. If you wish to make changes to the terms and conditions or the scope of work stated in the proposal, please note these changes on the space provided.

SUBJECT : **Proposal to Perform Engineering Consulting Services**

PROJECT LOCATION: **Cameron Station – Asphalt Pavement
Alexandria, Virginia**

INVOICES TO BE SENT TO:

Firm _____

Contact Name: _____

Telephone No. _____ Fax No. _____

E-Mail _____ Cell No. _____

Mailing Address _____

City _____ State _____ Zip Code _____

WORK AUTHORIZED BY: _____
(Print Name & Title)

(Signature)

(Date)

CHANGES TO THE SCOPE OF SERVICES OR TERMS AND CONDITIONS (if any required):

Specializing in Building Restoration

TERMS & CONDITIONS

- 1. SERVICES TO BE PROVIDED.** Gardner Engineering is an independent consultant and agrees to provide to the Client, for its sole benefit and exclusive use, consulting services described in our proposal.
- 2. PAYMENT TERMS.** Client agrees to pay our invoice within 21 days of invoice date. If payment is not received within 21 days from the invoice date, Gardner Engineering reserves the right to suspend services until payment is received. A service charge will accrue on all overdue amounts at the rate of 1 percent per month (simple) plus attorney's fees and court costs. Client consents to jurisdiction in the courts of Howard County, Maryland for any dispute arising hereunder.
- 3. TERMINATION.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Further, either party may terminate this Agreement without cause upon 30 days written notice to the other party. In the event of any termination, Gardner Engineering will be paid for all services and expenses up to the time of termination, and any termination expenses.
- 4. STANDARD OF CARE.** Gardner Engineering agrees to perform the services described in this proposal using the degree of care and skill ordinarily exercised by reputable members of our profession practicing in the same or similar locality under similar conditions. Gardner Engineering makes no warranties, express or implied, under this Agreement or otherwise, in connection with our services.
- 5. INSURANCE.** Gardner Engineering maintains coverage in the following areas: (a) Worker's Compensation Insurance; (b) Professional Liability Insurance; (c) Comprehensive General Liability Insurance; and (d) Automobile Insurance.
- 6. SITE ACCESS.** The Client agrees to arrange for Right-of-Entry to the property for the purpose of performing studies, tests and evaluations in connection with the agreed services.
- 7. HAZARDS & OBSTRUCTIONS.** Gardner Engineering's field personnel typically initiate field testing and/or sampling within a reasonable distance of each designated location. Our field personnel will attempt to avoid hazards or utilities which are visible to them at the site. If we are advised or given data in writing that reveals the presence or potential presence of underground or aboveground obstructions, such as utilities, we will give instructions to our field personnel. Gardner Engineering is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Client agrees to indemnify us from any such claim, suits or losses, including reasonable attorney's fees, resulting therefrom.
- 8. SITE OBSERVATIONS.** During site visits or as a result of site observations of Contractor(s)' work in progress, Gardner Engineering will not supervise, direct or have control over Contractor(s)' work nor shall have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction employed by Contractor(s), for temporary construction installations or measures, for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Gardner Engineering can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with their contract, or with the construction documents.
- 9. UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or hazardous substances may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with the Client, but will act based on our sole judgment where risk to our personnel is involved.
- 10. SAMPLE DISPOSAL.** We will retain test specimens or samples for a period of 30 days. After that time, samples will be disposed of, unless prior arrangements have been made.
- 11. ENVIRONMENTAL INDEMNITY.** Our services do not include the identification of asbestos, lead paint, mold or any other hazardous or toxic substance, unless specifically stated in our proposed scope of work. If a third party brings suit or claim for damages against Gardner Engineering alleging personal injury or property damage from exposure to or release of toxic hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, the Client agrees to the maximum extent permitted by law to defend us and pay on our behalf any judgment against us, including interest thereon, unless such damages are caused by our sole negligence.
- 12. LIABILITY.** Gardner Engineering's liability, in contract and tort, shall be limited to the amount of compensation paid to Gardner Engineering for the project services. The Client agrees that Gardner Engineering's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of Gardner Engineering's employees or principals in their personal capacity. The provisions of this article shall supersede any indemnification provision in other documents made part of our agreement for services. In no event shall client delay payment, or withhold fees or expense reimbursements, on account of claims or disputes unless Gardner Engineering has been adjudicated liable with respect to the claim or dispute.
- 13. DOCUMENTS.** Gardner Engineering will provide up to 3 copies of deliverable documents. Additional copies can be provided and may be invoiced in accordance with our Fee Schedule. All documents including Drawings and Specifications prepared or furnished by Gardner Engineering pursuant to this Agreement are instruments of service in respect to the Project. Gardner Engineering shall retain ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project, or on other Projects. Any reuse without written verification or adaptation by Gardner Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Gardner Engineering. The Client shall indemnify and hold harmless Gardner Engineering from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Gardner Engineering to further compensation at rates to be agreed upon by the Client and Gardner Engineering.
- 14. SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.
- 15. SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Gardner Engineering shall survive the completion of the services and the termination of this Agreement.
- 16. INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.
- 17. GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Maryland.

2018 Terms and Conditions



FEE SCHEDULE

Personnel	Rate
PRINCIPAL, per hour	\$225.00
SENIOR CONSULTANT, per hour	\$215.00
PROJECT CONSULTANT, per hour	\$195.00
SENIOR PROJECT MANAGER, per hour	\$185.00
PROJECT MANAGER, per hour	\$170.00
PROJECT ENGINEER, per hour	\$160.00
SENIOR BUILDING SPECIALIST, per hour	\$150.00
ENGINEER, per hour	\$145.00
DRAFTER, per hour	\$85.00
ADMINISTRATIVE SUPPORT, per hour	\$75.00
TECHNICIAN, per hour	\$60.00

Field Personnel - *Services of field personnel or project site visits by engineering personnel will be invoiced from portal to portal. The hourly rate for field technical personnel will be increased to 1.5 times the indicated rate for work performed over eight hours per day or on Weekends or Holidays.*

Litigation - *Engineering services during Depositions and Expert Testimony will be billed at the standard unit rate times 1.5.*

Expenses

	Rate
MILEAGE, per mile.	\$0.65

Travel and Per Diem - *Travel expenses will be invoiced at our direct cost plus 20 percent.*

Other Expenses - *Other expenses such as subcontracts, equipment, materials, or other project related expenses will be invoiced at our direct cost plus 20%.*

*Rates subject to periodic adjustment.
Fee Schedule 2018*

October 16, 2020

Cameron Station Community Association
c/o Community Association Management Professionals
4114 Legato Road, Suite 200
Fairfax, Virginia 22033

ATTENTION: Ms. Heather Graham, Executive Vice President

SUBJECT: Proposal for Professional Pavement Engineering Services
Cameron Station Community, Phases I through V
200 Cameron Station Boulevard
Alexandria, Virginia 22304
Our Proposal PM0-7405

Dear Ms. Graham:

Engineering and Technical Consultants, Inc. (ETC) is very pleased to submit this proposal for providing professional pavement engineering services for the above referenced project. This proposal is provided in accordance with your email request dated October 14, 2020, and includes a brief discussion of background information, a listing of our proposed scope of services, and an outline of our fees for services.

BACKGROUND INFORMATION

Cameron Station Community Association, Inc. (CSCA), Phases I through V, is a mixed-use community consisting of three-story townhomes and low-rise garden-style buildings, as well as retail stores and commercial offices. Vehicular access is provided by asphalt-paved roadways and parking areas. Brick sidewalks and concrete curb and gutter assemblies delineate the paved areas and direct surface water towards storm water inlets. Amenities include a community center, swimming pools, fitness center, private parks, gazebos, and tot-lots. Construction of the community began in the late 1990's.

We understand that the Board is considering rehabilitation of the paved roadways and concrete curb and gutters at the Community and have obtained proposals from contractors to perform this work. Accordingly, we have provided this proposal to assist in this process.

Professional Relationships That Endure...Over 30 Years!

Water Intrusion ♦ Roofing ♦ Structural ♦ Architectural ♦ Pavement ♦ Warranty/Reserve Studies ♦ Mechanical

SCOPE OF SERVICES

We propose to provide the necessary personnel and equipment to perform the professional engineering and consultation services discussed below. We have provided a few options for our services for the Board's consideration and to help meet the needs of the community.

Phase I – Pre-Construction Services

- Option I – Specification Review - During this phase of our services, we will review the scope of work developed by CSCA and provide our comments and recommendations for revisions. The following services will be included with this task.
 1. We will review the Scope of Work provided by CSCA as well as any site plans, previous studies or any other pertinent information provided to us.
 2. We will include in our report comments and recommendation concerning the Scope of Work, along with any recommendations related to phasing of the project, materials, etc.
- Option II - Pre-Design Evaluation – The purpose of our pre-design service will be to help evaluate the existing conditions of the asphalt paved elements and associated curb and gutter assemblies to provide our recommendations for needed remedial work (repair or rehabilitation). The scope of our work will include the following.
 1. All site plans, previous studies and any other pertinent information provided to us will be reviewed.
 2. We will perform visual examinations of the project pavement and concrete curb and gutter assemblies. The purpose of our examination will be to determine existing conditions of components, as well as obtain dimensions for development of the repair/rehabilitation specifications.
 3. Selective sampling of the pavement will be performed to help better determine its composition. We will cut up to fourteen (14) cores through the pavement of the streets to be rehabilitated (repaved), exposing the underlying soils. The intent of our sampling is to establish existing conditions relative to the in-place construction profile and to examine the immediate subgrade material (soil).
 - a. Coring, refilling and "cold-patching" of all sampled locations (core holes) will be performed by a specialty subcontractor retained by us.
 4. Upon completion of our site work (as outlined above), we will issue a brief, written report which will include the following items:
 - a. A discussion of the pavement profile and underlying soil conditions;
 - b. Our recommendations regarding needed pavement remedial (repair/rehabilitation) work and replacement of concrete curb and

gutter assemblies, including a cost prioritization plan and cost estimates for the actual work;

- c. Our recommendations on how to proceed with needed remedial work; and
- d. Our recommendations for any needed follow-up engineering services such as extensive subgrade laboratory testing and analysis (soil borings, subgrade classifications, CBR testing, etc.).

Phase II: Design – If ETC is requested to develop a new project specification based on our Pre-Design Evaluation, we will prepare needed documents for submission to potential contractors (bidders). The documents will include comprehensive guideline specifications, needed details, and a letter of bidding instructions. The entire bid package will be submitted for your review and comment prior to submission to contractors.

Phase III: Bidding

- Option I – Bid Review – We will review the bids obtained by the CSCA from contractors, discuss the contractor’s project approach, and solicit proposal revisions, as needed, to allow for an “Apples-to-Apples” comparison of the bids.
- Option II – Bid Solicitation - Once the ETC bid package has been approved (Phase II), we will solicit bids on your behalf and obtain prices from at least four qualified contractors. As part of our services, we will hold one, on-site pre-bid meeting to help familiarize contractors with the required scope of work. After the bids are received, we will issue a brief report which summarizes the results and provides our recommendations for proceeding with the contract.
- We will facilitate interviews with the contractors to allow them to discuss their approach to the project and provide an opportunity for CSCA to obtain a better insight into the capabilities of each firm as an additional service, if desired.

Phase IV: Construction Administration - After a Contractor has been selected, we will perform needed construction administration and consultation services to help verify that the Contractor complies with the contract documents and uses the best possible workmanship techniques. In this phase of work, our services will include the following items.

1. We will help negotiate final contract terms, discuss particular project requirements, generally review the layout of the project, etc. so that a formal contract can be prepared and executed.
 - a. We will also provide recommendations for potential product and/or work scope alternates offered by the selected contractor.
 - b. We will then develop the contract for final execution by both parties.
2. We will attend a pre-construction meeting with the Contractor and other interested parties, such as you, to review the contract documents, Contractor submittals and project

requirements so that the work will be properly coordinated and started. After the meeting, we will issue written minutes.

3. Our staff will perform periodic observations (inspections) of the actual work performed and the materials utilized. The frequency of our site visits will be dependent upon the amount of activity and complexity of work being performed by the Contractor. Normally, inspections will be performed at least three times a week.
4. Periodic progress meetings (normally about every two to three weeks) will be held with the Contractor and other interested parties to review past work, resolve questions, review the Contractor's pay requests, and discuss future work. Written minutes will be issued after every progress meeting.
5. We will review all needed Contractor submittals, shop drawings, etc. and provide a written report of our comments and recommendations.
6. We will analyze all potential change orders (if any) and provide a written summary of our comments and recommendations. We will also prepare appropriate contract required documents for approved change orders.
7. We will review, edit (as necessary) and approve all Contractor invoices and provided lien releases.
8. We will verify that all punch list items are completed by the Contractor.
9. We will review all contract "close-out" documents provided by the Contractor to verify that all required documents are properly provided. These documents will include:
 - a. Contractor warranties;
 - b. Manufacturer warranties;
 - c. Maintenance and care documents; and,
 - d. Needed final lien releases.
10. A final acceptance report will be issued once all the work has been satisfactorily completed.

PERSONNEL

All on-site inspections will be performed by members of our staff who are fully experienced and trained in the inspection and evaluation of the various items previously outlined in this proposal. Mr. Christopher W. Carlson, P. E., SECB, will serve as our Project Manager and he will personally direct all of our activities.

All services will be performed under the overall supervision of a professional engineer from our staff who is registered in the Commonwealth of Virginia. In addition, he will review and sign all reports and other major documents/correspondence prepared by our office.

SCHEDULE

We are currently available to start work within approximately three (3) weeks after being notified that ETC has been selected and our pre-design (Phase I) report should be submitted within approximately three (3) to four (4) weeks after completing our field inspection. We plan to utilize up to two (2) personnel onsite for three (3) days to complete our field work. It should be noted that this schedule may need to be extended if adverse weather delays our progress.

The schedule for Phases II and III (design and bidding) will be dependent upon the results of our pre-design, the work to be performed and the time of year. Normally, each of these services (design and bidding) requires at least four weeks to complete.

The exact schedule for the construction portion (Phase IV) of work will depend upon the actual work to be performed, the systems to be utilized, the Contractor selected, the size of the crew(s) to be used by the Contractor and other variables that cannot be adequately established at this time. Upon reaching this stage of work, this matter will be reviewed in light of the existing conditions, the Contractor's schedule, etc. and we will provide cost estimates for our work.

COMPENSATION

Estimated fees for our various services are outlined below and we will not exceed these figures without your prior authorization. All services, including those provided at your request, that are beyond the scope of this proposal, will be charged in accordance with the rates shown on the Fee Schedule attached to this proposal.

Phase I – Pre-Construction

Option I – Specification Review -----\$ 2,000.00

Option II - Pre-Design Evaluation

a. ETC (Evaluation and Report) -----\$ 9,500.00

b. Contractor (Core Sampling)-----\$ 2,000.00

Total \$11,500.00

Phase II – Design \$ 3,000.00 – \$ 5,000.00*

Phase III - Bidding (Option I or Option II) -----\$ 3,000.00

Contractor interview by video conference (Option) \$ 1,500.00

Phase IV - Construction Administration-----to be estimated later**

* Obviously, design costs will be greatly dependent upon the findings from our investigation work. The costs shown represent a normal range that we would expect for projects such as this.

** Since the repair work has not yet been determined, we cannot currently commit to a cost for needed construction inspection services. Obviously, such a plan will be established during the course of the design and bidding services. Once the plan for replacement is established, we can provide appropriate cost estimates for our services.

AUTHORIZATION

To authorize us to provide the proposed services and to make this proposal, our statement of General Conditions and other enclosures the agreement between us, please execute the attached Proposal Acceptance Sheet and return a copy to us. Any exceptions to this proposal or special requirements not covered in this proposal should be listed on the Proposal Acceptance Sheet.

You may authorize us to provide the proposed services by issuing a purchase order. If you elect to do this, please cross out and initial wording that does not apply to a professional service contract and reference this proposal in your purchase order.

We appreciate your consideration of ETC. Please feel free to contact us if any questions arise or if you wish to modify and/or negotiate any part of this proposal.

Very truly yours,

ENGINEERING AND TECHNICAL
CONSULTANTS, INC.

Ronald Brookman
Pavement Consultant

Christopher W. Carlson

Christopher W. Carlson, P. E., SECB
Chief Structural Engineer

ATTACHMENTS: Fee Schedule
 General Conditions
 Proposal Acceptance Sheet

FEE SCHEDULE

<u>ITEM</u>		<u>UNIT FEE</u>
P-1	STAFF ENGINEER, ASSISTANT PROJECT MANAGER, BUILDING CONSULTANT, per hour -----	\$160.00
P-2	PROJECT MANAGER, PROJECT ENGINEER, OR PROJECT CONSULTANT, per hour -----	\$180.00
P-3	REGISTERED ENGINEER, REGISTERED CONSULTANT, RESERVE SPECIALIST, SENIOR PROJECT MANAGER, per hour -----	\$200.00
P-4	PRINCIPLE, SENIOR REGISTERED ENGINEER, REGISTERED ARCHITECT, per hour -----	\$240.00
P-5	SENIOR STRUCTURAL CONSULTANT, per hour -----	\$260.00
P-6	COMPANY PRESIDENT, OR CHIEF ENGINEER, per hour -----	\$300.00
P-7	PAVEMENT CONSULTANT, OR CERTIFIED EIFS INSPECTOR, per hour ----	\$140.00
P-8	SENIOR PROJECT INSPECTOR, OR REGISTERED ROOF OBSERVER, per hour -----	\$120.00
P-9	PROJECT INSPECTOR, per hour -----	\$100.00
P-10	STAFF INSPECTOR, INTERN ENGINEER or DRAFTSMAN, per hour -----	\$90.00
P-11	SECRETARIAL SERVICES, OR JUNIOR DRAFTSMAN, per hour -----	\$55.00
P-12	SPECIAL ASSIGNMENTS (such as advanced research, experimentation, litigation support, testimony, aerial or underwater inspections, etc.), per hour -----	\$400.00
R-1	TRANSPORTATION AND OUT-OF-TOWN SUBSISTENCE, expenses of our staff will be billed at our direct cost divided by 0.8	
R-2	MILEAGE, for personal or company vehicles, per mile -----	\$0.80
R-3	LONG DISTANCE TELEPHONE CALLS, TELEGRAMS, SPECIAL PERMITS, SHIPPING CHARGES, PRINTINGS, OUT OF OFFICE REPRODUCTION, SPECIALTY PHOTOGRAPHIC EXPENSES, or items not customarily provided will be billed at our direct cost divided by 0.8	
R-4	SUBCONTRACTORS, retained for sampling, staging, laboratory analysis, etc. will be billed at our direct cost divided by 0.8	
R-5	Copy, Print or Scan building plans (per square foot) -----	\$0.50
	Minimum Charge -----	\$10.00
E-1	Infra-Red Camera or Ground Penetrating Radar (GPR) Rental, half day -----	\$500.00
	Full Day -----	\$750.00

01/13/2020

GENERAL CONDITIONS

1. **INSURANCE** - We maintain Workers' Compensation and Employer's Liability Insurance in accordance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$300,000 - \$500,000 and property damage limits of \$100,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation. Cost of this coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, we will endeavor to obtain the requested insurance and charge separately for costs associated with the additional coverage or increased limits. Within the limits and conditions of such insurance, we agree to indemnify and save the Client harmless from and against any loss, damage, or liability arising from any negligent acts by the firm, its agents, staff and consultants employed by it. The Client agrees that we shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. We will only be responsible for issues that are the sole responsibility of our firm and we shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

2. **WARRANTY AND LIMITATION OF LIABILITY** - We warrant that we will perform services under this contract using that degree of skill and care ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED by our proposal for consulting services, our performance of the services, or by our furnishing oral or written reports. In addition, we will base our opinions and recommendations on our engineering judgement and are not responsible for latent defects that may appear in the future or for differing opinions of others.
 - a. Client agrees that our liability for any damage caused by any error, omission, or other professional negligence will be limited to a sum not to exceed \$20,000 or our fee, whichever is greater. If Client wishes our professional liability to exceed this sum, we agree to waive this limitation upon receiving Client's written request and written agreement to pay additional consideration in sufficient amount to cover our increased risk. The increased liability ceiling will be effective only when needed insurance has been verified and Client has paid the required additional consideration.
 - b. Client agrees to indemnify, defend, and hold us harmless from and against all past and future claims (including negligence claims), losses, damages, injuries, liabilities, and contract breaches asserted against us by any or all owners of buildings or units within buildings, and their tenants, families, guests, occupants, heirs, assigns, and all others, upon which building we perform services for Client.
 - c. Client agrees that other than for willful misconduct, the sole recourse for actions by our employees is against our firm.

3. **OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to, drawings, specifications, reports, field notes, CAD files, laboratory test data, calculations and estimates, prepared by us, pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatever. Client further agrees that under no circumstances shall any documents produced by us, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without our written permission. We will retain all pertinent records relating to the services performed for a period of five (5) years following development, during which period the records will be made available to the Client at all reasonable times for a mutually agreed upon fee.

4. **REPORTS** – Client agrees that all reports issued by us will specifically not be used to obtain bids, estimates or pricing of any kind from contractors, or other engineers, architects, etc. for needed recommended repairs, replacement, renovation, etc. Unless agreed otherwise, one (1) hard copy and one (1) electronic (pdf) copy of our reports, drawings, sketches, specifications, etc., will be sent to the Client. Additional copies and/or distribution can be arranged for a nominal charge.

5. **SERVICES FOR JUDICIAL/ADMINISTRATION PROCEEDINGS** – Reports, letters, design documents, etc. are not to be used in any judicial or administrative procedures, including pre-litigation meetings, mediations, dispute resolutions, etc. unless specifically noted for this use.

6. **FIDUCIARY DUTY** – Client agrees that we do not assume a fiduciary duty in our relationship with the Client for any project.

7. **THIRD PARTY BENEFICIARY** – Client agrees that the performance of our services is for the sole benefit of the Client and no contractor, tenant, resident, future owner or any other party shall be deemed a third-party beneficiary to our contract with the Client.
8. **CONTACT** - Unless Client provides us with written instructions to the contrary, the person designated in the authorization as being responsible for approval of our invoices will be the Client's official contact (representative) for our staff. To help avoid confusion, all direction, communication and information regarding our services shall be provided by and/or through this individual only. This designated representative (Client contact) shall be deemed to have the authority to bind the Client.
9. **CLIENT PROVIDED INFORMATION** – Client agrees to provide copies of all available building plans, past studies/reports, maintenance/repair records, etc. applicable to the services we provide and that we have the right to rely on this information in the performance of our services.
10. **TERMINATION** - This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, Client agrees that we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs in completing such analyses, records and reports.
 - a. If we do not receive written acceptance of this proposal within ninety (90) calendar days from the date of issuance, we reserve the right, at our sole discretion, to extend, cancel or modify any, or all, terms and/or conditions. Prior to our starting work, all needed changes/modifications will be reviewed with Client and are subject to Client's final acceptance.
11. **PAYMENT TERMS** - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month or the maximum allowed by law, whichever is the lesser rate. In the event Client requests termination of the work prior to completion, Client agrees to pay all charges to date and, at our discretion, a termination charge in an amount not to exceed thirty percent of all charges incurred through the date work is stopped plus any shutdown costs. Client agrees to pay all reasonable legal fees, court costs and collection charges (a minimum of \$200.00) associated with the collection of past due accounts.
12. **INVOICES** - Client agrees that all invoices submitted for our services are correct and conclusive, unless within ten (10) business days of receipt, the Client provides us a formal, written objection which outlines in detail all charges in dispute.
 - a. Client agrees that failure to make timely payment for our invoices constitutes a material breach of contract. In addition, Client agrees that failure to make timely payment of our invoices is justification for us to suspend performance of our services.
 - b. For field personnel, services performed will be invoiced as follows: Portal-to-portal, a minimum of four (4) hours (half day) and a minimum of eight (8) hours (full day), if time exceeds four (4) hours.
13. **OVERTIME** - All work performed at Client's request or approval over eight (8) hours per day, at night (5PM to 6AM), or on Saturdays, Sundays and/or Holidays will be charged at standard rate times 1.5.
14. **SCHEDULING** - We will provide personnel for this project at the request of your representatives. We require a 24 hour notice prior to providing on-call personnel to enable us to schedule the work efficiently.
15. **CHANGED CONDITIONS** - The outlined scope of services will be accomplished in a timely workmanlike and professional manner by our employees at the fees quoted. If, during the execution of the work, the scope of our work must be changed, such as due to requests by the Client or requirements of third parties, additional charges will be applicable and the Client agrees to pay such charges.

16. **HIDDEN CONDITIONS** – Investigations and designs for existing buildings require that certain assumptions be made regarding existing conditions. It is cost prohibitive to identify, define and/or detail all existing construction conditions. Therefore, modifications may be required to reports, designs, details, etc. based on hidden conditions that are exposed and/or revealed. These modifications may require additional fees and/or costs for which the Client alone will be responsible.
17. **ADDITIONAL SERVICES** - Any additional or continued services provided will be subject to the same terms and conditions as detailed in our proposal and these General Conditions.
18. **REMEDIAL COSTS** - The remedial fees provided as a result of our services represent our opinions of current anticipated costs. These represent only rough approximations to be used only for preliminary planning. Accurate cost figures can only be obtained by qualified contractors based on properly prepared plans and/or specifications.
19. **CONSTRUCTION ADMINISTRATION** - Client agrees that we will not be expected to make exhaustive or continuous on-site inspections, but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that we will not assume responsibility for the contracting means, methods, techniques, supervision, sequences or procedures of construction. It is understood that field services provided by us will not relieve the contractors of their responsibilities for performing the work in accordance with the plans and specifications, and we will not be responsible for the failure of any contractor to perform work in accordance with the requirements of the contract documents. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work to help verify substantial compliance with the plans, specifications and design concepts. If we are not retained to perform periodic observations or monitoring services during construction, the Client agrees to indemnify and save us harmless from and against all loss, damage, or liability as a result of problems or misinterpretations of our reports, recommendations, specifications or other documents.
20. **SAFETY** - Should our services include periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by us is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
21. **RIGHT-OF-ENTRY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to perform the planned services. We will take reasonable precautions to minimize damage caused by our equipment and personnel, but we have not included in our fee the cost of restoration or damage which may result from our operations and we will not be responsible for the cost of restoration or damage.
22. **SAMPLING OR TESTING LOCATION** - The unit fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field test locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise specifically stated.
23. **SAMPLE DISPOSAL AGREEMENT** - Unless otherwise requested, the test specimens or samples will be disposed of immediately upon completion of tests. Upon written request, we will agree to retain test specimens or samples for a mutually acceptable storage charge.
24. **DAMAGE TO EXISTING MAN-MADE OBJECTS** - It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects, relative to field tests. Our field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field-testing and/or sampling within a few feet of each designated location. If we are cautioned, advised or given data in writing that reveal the presence or potential presence of obstructions, such as utilities, we will give special instructions to our field personnel. As evidenced by your acceptance of this proposal, you agree to indemnify and save us harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual conditions or damages to structures (including utilities), owned by you or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.

25. **GOVERNING LAWS** - Unless noted otherwise by the Client in the Special Instructions section of this Agreement, the validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia. All parties consent to personal jurisdiction and venue in the courts of the Commonwealth of Virginia or in any federal court located in Virginia if any suit is brought under the terms of or relating to this Agreement.
26. **ASSIGNS** - Both parties agree not to delegate, assign, or transfer their duties or interests in this Agreement without the prior written consent from the other party. Both parties agree to designate one individual to manage this project and all communications, requests, etc. will be made solely through these designated individuals.
27. **NO WAIVER** – Failure of either party at any time to require performance by the other party of any provision hereof will in no way affect the full right to require such performance at any time thereafter, nor will the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.
28. **SEVERABILITY** – If any provision of these General Conditions is deemed to be invalid or unenforceable under applicable law, these General Conditions will be considered divisible as to such provision and such provision will thereafter be inoperative, provided however, the remaining provisions of these General Conditions will be valid and binding.
29. **MEDIATION** – Prior to taking any legal action, any and all conflicts regarding this Agreement shall first be submitted to non-binding mediation, under the rules of the American Arbitration Association in effect at the time of the claim, unless mutually agreed otherwise. Costs for mediation shall be equally split between the parties involved.
30. **MERIT OF CLAIM** – Prior to any direct or third party claims against us, the claimant shall first provide written certification, executed by at least two (2) independent engineers licensed and routinely providing similar services in applicable project jurisdictions, and who, after reviewing our contract(s) and issued documents, shall specify in detail each and every act or violation of care expected by an engineer under similar circumstances. Such certification shall be provided at least thirty (30) days prior to the presentation for any claim or counter claim.
31. **TIME TO BAR LEGAL ACTION** – The Client agrees that all claims against us for breach of agreement or for failure to perform in accordance with the “standard of care” shall not be initiated more than three (3) years from the date on which we completed the services involved, or a period of Client-requested inactivity exceeding sixty (60) days.
32. **RETAINERS** – Required retainers are established at the commencement of our services and must be paid before we begin performing the requested services. Should the scope of our services change, or in the event invoices are not paid in accordance with our General Condition, we reserve the right to modify the retainer at that time. All retainers are refundable, replenishing retainers. You agree that throughout the performance of our services you will maintain this replenishing retainer at the agreed upon level. At the conclusion of our services and upon credit of the retainer against the final invoice, any balance shall be returned. This retainer is not to be considered as a flat fee or any projection of what the anticipated fees might be for our services. Any estimate of fees and costs given by us will not limit actual fees or costs that you are required to pay and is not a promise or guarantee that actual fees and costs will not exceed the amount of the retainer or our estimate. Actual fees and costs may vary significantly from any initial estimates given. While we may or may not seek a separate retainer for additional matter(s) for which you engage our firm, you hereby authorize us to apply any retainer funds in a particular matter towards a balance due in any other matter you have with us.

PROPOSAL ACCEPTANCE SHEET

Description of Services: **Proposal for Professional Engineering and Consulting Services**

Project Name: _____

Project Location: _____

Proposal Number and Date: _____

FOR PAYMENT OF CHARGES – Charge invoice to the account of:

Firm _____

Address _____

Zip Code _____ Phone Number _____ Email: _____

Attention _____ Title _____

FOR APPROVAL OF CHARGES - If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below.

Firm _____

Address _____

Zip Code _____ Phone Number _____ Email: _____

Attention _____ Title _____

Payment Terms - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month or the maximum allowed by law, whichever is the lesser rate. In the event Client requests termination of the work prior to completion, Client agrees to pay all charges to date and, at our discretion, a termination charge in an amount not to exceed thirty percent of all charges incurred through the date work is stopped plus any shutdown costs. Client agrees to pay all reasonable legal fees, court costs and collection charges (a minimum of \$200.00) associated with the collection of past due accounts.

SPECIAL INSTRUCTIONS:

PROPOSAL ACCEPTANCE - The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions are:

Accepted this _____ day of _____, 20 _____

Print or type individual, firm or corporate body name

Signature of authorized representative

_____ Print or
type name of authorized representative and title

From: Hiruy Dafla <hdafla@srg-llc.net>
Sent: Wednesday, October 28, 2020 11:00 AM
To: Heather Graham
Cc: Janeva Sharps; Susan Cassell
Subject: RE: Cameron Station

Dear Heather and All,

I had a chance to review the RFP. The general process that is laid out in the RFP package is correct. However, it lacks depth. The person who prepared it has very good knowledge of what process is required, but it needs a lot more information to make it complete. There is a lot of technical information missing, such as asphalt, subgrade concrete specification. In addition, it leaves it to the contractors to quantify the depth of subgrade amendments that may be required and assumed quantity.

I would assume that the bids received from this RFP are probably very difficult to compare since the contractors are left to make a lot of their assumptions on important aspects of the project and come up with their own quantities. If you select a contractor with this, you would be strictly relying on the contractor for all aspects of the project. Even if we are retained to oversee the project, our hands will be tied since we would not have a lot to keep the contractor accountable.

I am happy to provide you with a proposal for items 1 and 2 you listed below, but I think the answer is probably covered above. My recommendation is that we provide a proposal from start to finish. We would do a pre-design survey, prepare the specification, which will include a bid from instructions to bidders as well as all necessary details and technical specifications for the work. Our pre-design survey will also include borings by a geotechnical engineer who will establish the existing conditions and types of amendments required.

Let me know if you are ok with the plan I have suggested.

The geotechnical engineer and I will likely visit the site this Friday. I am trying to confirm the time. When do you need the final proposal by?

Hiruy Dafla, P.E.
Associate



PLEASE NOTE OUR NEW ADDRESS:

18310 Montgomery Village Avenue
Suite 530
Gaithersburg, MD 20879

T 301 300 8700 (x139)
Direct Dial 301 284 8946
C 301 905 7758
F 240 499 0155

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From: Heather Graham <hgraham@gocampmgmt.com>
Sent: Wednesday, October 14, 2020 2:48 PM
To: Hiruy Dafla <hdafla@srg-llc.net>
Cc: Janeva Sharps <jsharps@gocampmgmt.com>; Susan Cassell <scassell@gocampmgmt.com>
Subject: Cameron Station

Hi Hiruy,

I hope you are doing well. We are in the process of obtaining engineering bids for a paving project at Cameron Station located in Alexandria, VA and I wanted to see if you would be interested. This is a large HOA with a large amount of private streets and I have attached a community map for your reference. The Board is interested in a repaving and the Committee has already solicited bids based on specifications they put together with some volunteer help.

We are looking for the following:

1. Review of specifications to ensure they are adequate and address the issues within the community
2. Review and evaluation of the proposals received to ensure they are "apples to apples" and meet the specifications as needed based on #1.
3. Project oversight once the project begins which is expected in the Spring of 2021.

If you can let me know if you are interested and if so, please provide costs associated with the three phases noted above, we would greatly appreciate it. If you need any other details, please let me know.

Thank you!

Heather

Heather Graham, CMCA, PCAM
Executive Vice President
Community Association Management Professionals

Virginia Office: 4114 Legato Road, Suite 200, Fairfax, VA 22033
Maryland Office: 209 West Street, Suite #302, Annapolis, Maryland 21401

Direct 571-363-4042 | Customer Service 855-477-CAMP (2267)
www.gocampmgmt.com

Like us on Facebook!

November 6, 2020

Community Association Management Professionals
4114 Legato Road,
Suite 200
Fairfax, VA 22033

Attention: Ms. Heather Graham, CMCA, PCAM, Executive Vice President

Subject: Proposal for Professional Engineering
and Consulting Services
Asphalt Pavement Pre-Design Survey and Design
Cameron Station Homeowners Association
Alexandria, VA

Dear Ms. Graham,

Structural Rehabilitation Group, LLC, (SRG) is very pleased to submit this proposal for providing professional engineering and consulting services for the above referenced project. This proposal is provided in accordance with your written request on October 14, 2020 and includes a brief discussion of background information, a listing of our proposed scope of services and a summary of our fees for services.

BACKGROUND INFORMATION

The Cameron Station Community is a large association with numerous bituminous pavement private roads and parking lots. We understand that the community is interested in retaining the services of a professional engineering firm to assist in performing a pavement rehabilitation program that includes restoration of the asphalt parking lots and repair of the concrete curb and gutter. Accordingly, SRG has prepared this proposal for your consideration.

18310 Montgomery Village Avenue
Suite 530
Gaithersburg, MD 20879

T 301.300.8700
F 240.499.0155

www.SRG-LLC.net

SCOPE OF SERVICES

Phase I: Pre Design Visual Asphalt Pavement Survey and Geotechnical Investigation – The purpose of this survey work is to get a better understanding of the existing construction as well as project anticipated types and quantities of repair that will be used to develop a rehabilitation specification. We propose to provide the necessary personnel and equipment to perform the professional engineering and consultation services as outlined below. The fees for various project elements are provided in the Compensation Section.

1. SRG's engineers and technicians retained by SRG will perform a visual survey of the physically and visually accessible asphalt pavement areas. The purpose of the visual survey is to get a better understanding of the existing conditions. As part of our survey we will quantify curb, gutter repair areas for use in the design package.
2. We will retain the services of a Geotechnical Engineering Consultant to perform the applicable pavement section coring and subsurface geotechnical testing to evaluate soils and sub grade quality and to estimate the existing pavement thickness as follows:
 - a. Drill a total of twenty (20) shallow borings to a depth of three (3) feet below top of pavement.
 - b. At each boring location, the in-place thickness of the bituminous pavement (i.e. binder course, surface course and overlay) and geogrid (if present) will be verified.
 - c. Auger through the aggregate base course and obtain aggregate base course sample and perform up to five (5) for laboratory and visual classification and moisture content tests. The aggregate thickness will also be measured.
 - d. Obtain subgrade samples using a hand auger to a depth of 3 feet below top of pavement. All samples shall be tested in the laboratory for moisture content, unconfined compressive strength (if the soil samples are cohesive) using a handheld calibrated penetrometer and visual classification.
 - e. Perform DCP testing on the subgrade soil.
 - f. All boring locations will be backfilled and patch upper six (6) inches with cold patch. Broom clean the area.
 - g. A summary report of findings will be provided (as an attachment to SRG's report). The report will include boring logs, laboratory test results, estimate subgrade modulus (k) and California Bearing Ration (CBR) for the existing subgrade soil based on the local experience.

3. All pertinent building plans, past repair contracts, previous repair work scopes, investigative reports, surveys and any other information related to the asphalt pavement, concrete curb and gutter, concrete sidewalk and asphalt related drainage problems provided to SRG will be reviewed.

The purpose of SRG's review is to have a better understanding of the existing construction relative to the asphalt pavement, curb and gutter, concrete sidewalk and asphalt drainage and is not intended to be exhaustive in nature. The purpose of SRG's review is not to identify deficiencies in the civil or structural designs or to establish code compliance of the documents you furnish to SRG.

4. SRG will issue a written summary report of our work, which will incorporate the following:
 - a. A listing of our significant findings from our visual survey
 - b. The report from our Geotechnical Consultant presenting their survey and laboratory findings;
 - c. Our opinion(s) regarding the options available to extend the serviceable life of the pavement as well as recommendations regarding budgeting for subbase repairs based on the testing data obtained.

Please Note:

- i. Our estimated fees presented below assume work will be performed during normal business hours and we will have unhindered access to the subject areas (paved parking and drive isles) while on site. Given that our survey will rely on visual and physical access, we will not be able to include conditions concealed beneath parked vehicles, dumpsters, etc.
- ii. At pavement areas that require repair / replacement, the depth of undercut required to amend the base material and sub-grade (soil) is difficult to predict. We have offered to retain the services of a geotechnical engineer to evaluate the pavement section as well as the sub-grade (soil) quality. Such information will be used by SRG during the design phase to help set allowance quantities for initial depth of undercut that will be required for areas of the pavement that need repairs. Without a geotechnical investigation, such allowance quantities would be less reliable. Please note that even with geotechnical investigation, the depth of undercut required could vary from location to location and will have to be verified during the construction phase for each location and adjusted on unit cost basis.

Phase II: Design – Once SRG has provided our summary recommendations and repair options available for your consideration and the Board has selected their preferences, SRG can prepare the scope of the remedial work which will include a technical work summary and bid form along with

a draft contract form (and any supplemental terms and conditions provided by the Owner or their Counsel) for submission by the Owner to potential Contractors (bidders). The documents will include technical specifications, drawings, sketches, needed details and a letter of bidding instructions. The entire bid package will be submitted for your review and comment prior to submission to Contractors.

Phase III: Bidding – Once the bid package has been approved, we will assist the Owner with soliciting bids from at least three (3) qualified Contractors. As part of our services, we will hold one (1) on-site pre-bid meeting to help familiarize the Contractors with the required scope of work. After the bids are received, we will issue a brief report that summarizes the results and provides our recommendations for consideration as you select a Contractor.

Phase IV: Contract Coordination – Once a Contractor has been selected, we will coordinate and administrate the contract assembly process. Please note that SRG is not a law firm and cannot provide legal counsel regarding contract language. SRG's contract coordination services are offered as a convenience to the client and are intended to help facilitate in an administrative capacity. We strongly recommend the Board retain Counsel to thoroughly review the entire agreement. SRG's services for this phase of work may include the following:

1. We will conduct a pre-award meeting to help negotiate final contract terms, discuss particular project requirements, generally review the layout of the project, etc., so that a formal contract can be drafted for review by the Owner, Owner's Counsel, and Contractor.
2. We will prepare a draft Agreement using an AIA Contract Agreement form and incorporate negotiated changes, terms/conditions, Addenda (if any) and/or your Counsel's Supplemental Terms and Conditions, as well as other pertinent items that are furnished to SRG.
3. We will prepare a draft of the Agreement for final review and approval by you (and your Counsel).
4. Upon written authorization from you, SRG will distribute three (3) copies of the approved Agreement for signature by the Owner and Contractor.

Phase V: Construction Observation and Contract Administration – After a Contractor has been selected, we will perform periodic construction observation and consultation services to determine that, in the opinion of the Engineer, the Contractor's work substantially complies with the contract documents. In this phase of work, our services will include the following items.

1. We will attend a pre-construction meeting with the Contractor and other interested parties, such as yourself, to review the contract documents, Contractor submittals and project requirements so that the work will be properly coordinated and started.
2. Our staff will periodically observe the actual repair work being utilized. The frequency of our visits will be dependent upon the amount of activity and

complexity of work being performed by the Contractor. Normally, our visits will be performed at least two (2) times a week.

3. Representative samples of the completed work shall be obtained and tested in a qualified laboratory retained by the Owner, in accordance with ASTM standards. The testing will help verify that proper placement techniques are being utilized, adequate amounts of materials are being used, and the completed work is of the proper quality in regard to the bonding of materials to each other and the substrate.
4. Periodic progress meetings (normally about every two (2) to six (6) weeks) will be held with the Contractor and other interested parties to review past work, resolve questions, review the Contractor's Pay Requests and discuss future work.
5. We will issue periodic progress reports of the work performed, meetings held, test results and other pertinent information concerning the contract documents and project requirements.
6. A final acceptance report will be issued once all the work has been satisfactorily completed and accepted by the Owner.

PERSONNEL

All on-site observations will be performed by members of our staff who are experienced and trained in the observation and evaluation of the various items previously outlined in this proposal. Hiruy T. Dafla, P.E. will serve as our Project Associate and he will direct all of our activities.

All of SRG's work will be under the overall supervision of a professional engineer from SRG's staff who is registered in the Commonwealth of Virginia. In addition, he will review and sign all reports and other required documents/correspondence prepared by SRG's office.

SCHEDULE

We will be glad to provide a proposed schedule after being notified that SRG has been selected. We will begin coordinating and scheduling the coring contractor immediately but anticipate it may take several days or so to establish a schedule for the fieldwork. We estimate our Pre-Design Survey (Phase I) report should be submitted within about five (5) to six (6) weeks after we complete our fieldwork. We currently anticipate that the fieldwork will take about two (2) to three (3) weeks to coordinate and complete but this may change due to weather conditions.

The schedule above is based on our current workload and available personnel for the engineering aspects of the work (excluding Contractors). If authorization to proceed with this work is received more than fifteen (15) days after the date of this proposal, SRG reserves the right to modify this schedule to reflect our workload at that time.

The schedule for Phases II and III (design and bidding) will be dependent upon the results of our investigation, the work to be performed and the time of year. Normally, each of these services (design and bidding) requires at least four (4) weeks to complete.

COMPENSATION

Estimated fees for our various services are outlined below and we will not exceed these labor estimates without your prior authorization. Project related expenses (i.e., printing, copying, mileage, etc.), will be invoiced in accordance with the attached fee schedule. In addition, all services we provide at your request, that are beyond the scope of this proposal, will also be charged in accordance with the rates shown on the Fee Schedule attached to this proposal.

Phase I: Pre-Design Visual Asphalt Pavement Survey and Geotechnical Investigation

- a. Visual Survey and Report (SRG).....\$ 6,900.00
- b. Geotechnical Survey and Report (Sub-Consultant).....\$ 24,750.00
- Estimated Fee\$ 31,650.00

Phase II: Design\$ 9,500.00*

Phase III: Bidding\$ 3,200.00

Phase IV: Contract Coordination\$ Hourly

Phase V: Construction Observation and Contract Administration**

- a. Site visit and Report\$900.00 /Visit
- b. Progress Meeting and Progress Meeting Summary\$1,380.00 /Meeting
- c. Review and Processing of Payment Application\$920/ Month / Application
- d. Coordination, Miscellaneous and Additional Services\$Hourly per Fee Schedule

* Please note that is cost does not include the cost to prepare site plans, erosion and sediment control plans, and any other documents that may be required for a land disturbance permit or other required documents not specifically outlined above. Please note that if such documents are required, SRG can assist the Board in retaining the services of a professional civil engineer to prepare the documents for additional fees.

** Construction Observation and Contract Administration Phase cost greatly depends on the contractor's schedule as well as the services requested. We recommend that you budget 6 to 6 visits a month. ***The average cost per month for Construction Observation and Contract Administration Services is \$10,000.***

AGREEMENT

The services provided under this Agreement include the following terms and conditions:

1. The Standard Terms and Conditions and Fee Schedule attached to this proposal are made part of this Agreement.
2. Structural Rehabilitation Group, LLC (SRG) reserves the right to adjust our hourly rates in January of each year to reflect adjustments in employees' compensation and operating expenses.
3. Lack of payment shall be considered a breach of this Agreement. SRG reserves the right to terminate work on the project for lack of payment.
4. Our services shall be billed during our normal monthly billing cycle. Invoices shall be based on percentage of project completion. Terms of payment are 30 days net unless specified otherwise.
5. Our proposal fees are based on performing our work on weekdays during normal business hours.
6. We have based our estimated fees on a limitation of liability not to exceed \$50,000.00 or the amount of our fee (whichever is less). If you desire a higher limitation of liability for our design phase services, please contact us to negotiate a revised (increased) fee.

AUTHORIZATION

To authorize us to provide the proposed services and to make this proposal, our statement of Standard Terms and Conditions and other enclosures the agreement between us, please execute the attached Proposal Acceptance Page and return a copy to us. Any exceptions to this proposal or special requirements not covered in this proposal should be listed on the Proposal Acceptance Page.

Ms. Heather Graham, Executive Vice President
Re: Cameron Station
Asphalt Pavement Pre-Design Survey
November 6, 2020
Page 8 of 8



We appreciate your consideration of SRG. Please feel free to contact us if any questions arise or if you wish to modify and/or discuss any questions you may have regarding this proposal.

Very truly yours,

STRUCTURAL REHABILITATION GROUP, LLC



Hiruy T. Dafla, P.E.
Associate

Attachments: Standard Terms and Conditions
Proposal Acceptance Page
Fee Schedule

Standard Terms and Conditions

1. Owner's Responsibilities

- A. Owner shall provide full information regarding the requirements and budget for the Project and Engineer and its consultants and their respective representatives and agents (hereafter "Engineer") shall be entitled to rely on the accuracy and completeness thereof. Owner, for its own benefit may, from time to time on its own or retain others to perform certain tests, inspections, and analyses or other information and materials for use by Engineer. Engineer may and is expected to rely on such tests, inspections, analyses, opinions, data, reports, materials and other information without the need for independent evaluation and/or verification. Moreover, Owner agrees to indemnify, defend and hold Engineer harmless from any and all losses, damages, and claims of any nature which may in any way arise out of or in connection with the use by Engineer of the tests, inspections, analyses, opinions, data, reports, materials and other information prepared by Owner or others and furnished to Engineer in connection with this Project.
- B. Engineer's Scope of Services does not provide for continuous supervision or exhaustive inspection of the work performed by the Contractor or subcontractors.
- C. If Owner or Contractor becomes aware of any discrepancies, errors, or omissions in the Contract Documents, or of any unanticipated job or site conditions, or of any fault or defect in the Project or nonconformance with the design documents, or of any proposed field revisions, prompt written notice thereof shall be given by Owner to Engineer.
- D. Owner has the responsibility for the cost of construction and any costs that vary from or exceed any estimates or budgets.

2. Contractor's Responsibilities

- A. Engineer shall be responsible only for the design shown in Engineer's Contract Documents. Owner shall specifically hold Engineer harmless from any and all claims or damages arising from or relating to the Contractor's failure to properly perform the work. Furthermore, Engineer shall not be responsible for or have control over the means, methods, procedures of construction, dimensions, quantities or instructions for installation or performance of equipment or systems designed by the Contractor or site safety precautions employed by the Contractor or subcontractors on the Project, which remain the sole and absolute responsibility of the Contractor.
- B. The Contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA regulations. Any observation or administration of Contractor's work by Engineer is not intended to include review of Contractor's safety measures in, on or adjacent to, or near the Project.

- 3. Standard of Care. Engineer will perform services under this Agreement, consistent with that level of care and skill ordinarily exercised by members of Engineer's and its consultants' profession, practicing under similar circumstances in the same or similar locality in the same period of time. No guarantees or warranties are included or intended in this Agreement or in any representation, opinion or otherwise of Engineer. This representation and warranty are in lieu of all other warranties and representations, either express or implied.

4. Use of Engineer's Documents

- A. Documents prepared by Engineer are Instruments of Service for use solely with respect to this Project. Engineer retains all common law, statutory and other reserved rights, including the copyright thereto. Owner will not use or permit the reuse of the Instruments of Service except, as a condition precedent, by mutual agreement in writing with Engineer.
- B. Provided Owner is not in default under this Agreement, Owner may retain copies solely for information and reference in connection with occupancy and maintenance of the Project. However, such documents are not intended or represented to be suitable for use by Owner or others on extensions of the Project, for completion or implementation of the Project by others, or any other project. Owner further agrees to waive all claims against Engineer resulting in any way from unauthorized changes or use of the Instruments of Service or completion of the Project without Engineer's involvement.
- C. In addition to the foregoing, Owner agrees not to publish any documents, reports, analyses, and the like, prepared by Engineer, without the express written approval of Engineer. In the event that Owner does publish any of Engineer's documents without the express written approval of Engineer, Owner agrees to indemnify, defend, and hold Engineer harmless from and against any and all claims arising out of the publication of the same. For purposes of this paragraph, the term "publish" means: to distribute copies, by any means, to the public.

- 5. Remedial Cost Projections. The estimated costs of remediation provided as a result of our services, if any, represent Engineer's opinions of current projected costs. Such estimated costs represent only rough approximations to be used only for preliminary planning. Accurate cost figures can only be obtained by qualified contractors based on properly prepared plans and/or specifications.

6. Construction Administration Services

- A. If Engineer is required to assist Owner in bidding or in determining whether cause exists to terminate a contractor, pursuant to the terms of this Agreement or the construction contract, then Owner agrees to indemnify, defend and hold Engineer harmless from any and all losses, damages and claims of any nature, which may in any way arise out of Engineer's

rendering of good faith advice to Owner on these topics.

- B. Engineer's visits to the construction site shall be for the sole purpose of becoming generally familiar with the progress and quality of the construction work within Engineer's scope and to determine in general if the work, when completed, will be in general conformance with the Contract Documents.

7. Termination, Suspension or Abandonment

- A. In the event Engineer does not receive payment when due, Engineer may terminate or suspend services without breach of contract upon giving Owner seven (7) days written notice. In the event services are terminated or suspended, Engineer has no obligation to deliver documents and any consequences (including delay) resulting from such termination or suspension are the sole responsibility of Owner. Engineer shall be compensated for all services performed up to the date of termination together with all reimbursable expenses then due. Owner has the obligation to return all documents if Owner is in default under this Agreement.
- B. Failure of Owner to make payments to Engineer in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for Engineer to either suspend or terminate services.
- C. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, or suspension for more than three (3) months, or prior to completion of all reports contemplated by this Agreement, the Client agrees that we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs in completing such analyses, records and reports.

8. Limitation of Liability. There are a variety of risks which potentially affect Engineer by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Engineer's liability to Owner. To the fullest extent permitted by law, the total liability of Engineer with regard to the Project arising solely from the negligent act, error or omission of Engineer shall be limited to \$50,000 or the Engineer's fee, whichever is less. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Engineer shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Engineer. Each party waives consequential damages for claims, disputes or other matters in question arising out of relating to this agreement. Nothing contained

in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other person.

Client agrees to indemnify, defend and hold SRG harmless against all past, present and future claims (including negligence claims), losses, damages, injuries, liabilities, and contract breaches asserted against SRG by any or all third parties, (excluding contractors hired by SRG) for performing services that SRG was retained to provide. Third parties include, but are not necessarily limited to, members of home owner associations; condominium associations, owners of buildings or units within buildings, their tenants, families, agents, guests, occupants, heirs, invitees, assigns, or all others unless excluded.

9. Insurance. Owner is obligated to carry adequate liability, property and fire insurance on the property where the Project is located for the duration of this Agreement and construction of the Project. Owner must present Engineer with a certificate of insurance upon the signing of this Agreement. Owner hereby releases Engineer from any liability for any loss or damage notwithstanding that such loss, damage or liability may arise out of the act or omission of Engineer, if such loss or damage is covered by insurance benefiting Owner or was required to be covered by insurance pursuant to this Agreement.

10. Mediation/Litigation.

- A. In addition to, and as a condition precedent to litigation, the parties shall endeavor to settle claims or disputes by non-binding mediation, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. Any mediation shall be conducted in Maryland.
- B. If mediation fails to resolve the claims or disputes, then all claims, disputes or other matters in question arising out of or related to this Agreement shall be determined by the Circuit Court of Montgomery County, Maryland or the United States District Court for the State of Maryland (Greenbelt).
- C. This Agreement shall be governed by the laws of the State of Maryland.
- D. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract, tort or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

11. Limitation on Years to Bring Claim. Any and all claims and/or causes of action between the parties arising out of or relating to this Agreement shall be brought by either party within two (2) years of substantial completion of the Project or termination of this Agreement whichever is sooner.

12. Assignment of Claims. Neither party shall assign nor transfer its interest or any claim arising under or related to

this Agreement, including interest in and claims for any moneys due or to become due, without the written consent of the other party. Any such assignment or transfer shall be deemed void and invalid, the assignee shall acquire no rights as a result of any such assignment and the non-assigning party shall not recognize any such assignment.

13. **Certificate of Merit.** Owner shall make no claim for professional negligence, either directly or in a third party claim, against Engineer unless Owner has first provided Engineer with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction where the project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the applicable standard of care; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.
14. **Access to Site.** Engineer shall have access to the Project site at all reasonable hours and shall be permitted to photograph the Project during the term of our services and upon completion for its records and future use. Engineer shall have the right to take photographs and make other reasonable promotional use of the Project, and Engineer shall be given appropriate credit on all construction signs or other promotional materials concerning the Project.
15. **Sampling or Testing Location.** The unit fees included in this Agreement do not include costs associated with surveying of the site, or the accurate horizontal and vertical location of tests. Field test locations described in SRG's report, or shown on SRG sketches, are based on specific information furnished by others, or estimates made in the field by Engineer's personnel. Such dimensions, depths, or elevations shall be considered as approximations, unless otherwise specifically stated.
16. **Sample Disposal.** Unless otherwise requested in writing, the test specimens or samples will be disposed of immediately upon completion of tests. Upon written request, Engineer shall retain said specimen and/or samples for a mutually agreed upon charge. Hazardous materials are excluded from this Agreement.
17. **Hazardous Materials.** Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
18. **Hidden Conditions.** The Instruments of Service are based on observable conditions. A condition is hidden if it is concealed by existing finishes or cannot be investigated by reasonable visual observation. In the event Engineer, in the performance of the services, uncovers a hidden condition, Engineer shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting said condition. Engineer shall have no responsibility for hidden conditions or any

subsequent damage to persons or property related to any hidden conditions.

19. **Damage to Existing Man-Made Objects.** It shall be the responsibility of the Owner to disclose to the Engineer the presence and accurate location of all hidden or obscured man-made objects. If cautioned as to the existence of said objects, Engineer shall provide special instructions to its field personnel. Where Owner fails to disclose said man-made objects, Owner agrees to indemnify, defend, and save Engineer harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual conditions or damages to structures owned by Owner or third parties relating to said objects.
20. **Betterment.** If due to Engineer's breach of the standard of care, any required item or component of the Project is omitted from Engineer's construction documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would not have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.
21. **Validity and Effect.** If Owner directs Engineer to perform services as set forth in this Agreement without signing the Agreement, such verbal direction constitutes acceptance by Owner of the terms of this Agreement, including the Terms and Conditions provided above.
22. **Effective Proposal Term.** If Owner does not accept the terms of this Agreement either through signature of this Agreement or verbal direction to perform services, within forty-five (45) days from the date hereof, Engineer may at its discretion modify any or all scope, terms and/or conditions of said proposal as it sees fit.
23. **Right of Entry.** Unless otherwise agreed, Owner will furnish right-of-entry on the property for SRG to perform the approved services. Owner will provide SRG with efficient and timely access to building areas as required on mutually convenient date(s).
24. **Damage Restoration.** SRG will take reasonable precautions to minimize damage caused by our equipment and personnel, but we have not included in our fee, nor shall we be responsible for the cost of restoration or damage which may result from our operations.
25. **Changed Conditions.** If, during the execution of the work, the scope of our work must be changed, such as changed field conditions, or requirements of third parties, etc., additional charges will be applicable and the Owner agrees to pay such charges.
26. **Ownership of Documents.** All documents, including, but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates, prepared by SRG, pursuant to this Agreement, shall be the sole property of SRG. The Owner agrees that under no circumstances shall any documents produced by SRG, pursuant to this

Agreement, be used at any location or for any project not expressly provided for in this Agreement, without our written permission. Owner shall not make unauthorized changes to any documents, and may not use the documents for any other commercial or similar purposes. Furthermore, any documents prepared by SRG relative to this specific project shall be null and void until SRG is compensated for the services included in this agreement and any additional services provided at your request. SRG will retain all pertinent records relating to the services performed for a period of ten (10) years following development, during which period the records will be made available to the Owner at all reasonable times for a mutually agreed upon fee.

termination of the work prior to completion, client agrees to pay all charges incurred through the date work is stopped plus any shutdown costs. Owner agrees to pay all reasonable legal fees, court costs and collection charges associated with the collection of past due accounts.

27. Reports. Unless agreed otherwise, two (2) copies of report(s) will be sent to the Owner. Additional copies and/or distribution can be arranged for a nominal charge.
28. Site Visits. The Owner agrees that SRG will not be expected to make exhaustive or continuous on-site inspections, but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that we will not assume responsibility for the contracting means, methods, techniques, sequences or procedures of construction, and it is understood that field services provided by SRG will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. If SRG is not retained to perform periodic observation services during construction, the Owner agrees to indemnify, defend and save SRG harmless from and against all loss, damage, or liability as a result of problems or misinterpretations of our reports, recommendations, specifications or other documents.
29. Overtime. All work performed at the Owner's request or approval over eight (8) hours per day, at night (5:00 p.m. – 6:00 a.m.), or on Saturdays, Sundays and/or Holidays will be charged at standard rate times 1.5.
30. Scheduling. SRG will provide personnel for this project at the request of your representatives. We require 48 hours notice prior to providing on-call personnel to enable us to schedule work efficiently.
31. Contact. Unless the Owner provides SRG with written instructions to the contrary, the person designated in the authorization as being responsible for approval of our invoices will be the Owner's official contact (representative) for our staff. To help avoid confusion, all direction, communication and information regarding our services shall be provided by and/or through this individual only.
32. Billing. For field personnel - Portal-to-portal, a minimum of four (4) hours; for office personnel-hourly; unless otherwise stipulated in the attached agreement.
33. Payment Terms. Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Owner agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month or the maximum allowed by law, whichever is the lesser rates. In the event client requests

November 2010

STRUCTURAL REHABILITATION GROUP, LLC (SRG)
PROPOSAL ACCEPTANCE PAGE (1 page)

Description of Services: Proposal for Professional Engineering and Consulting Services
Cameron Station Homeowners Association

Project Name: Asphalt Pavement Pre-Design Survey and Design

Project Location: Alexandria, VA

Proposal: 8 pages, dated 11/06/2020 Standard Terms and Conditions: 4 pages, dated 11/2020 2020 Fee Schedule: 1 page

Please check the Scope(s) of Services you are authorizing:

- ☐ Phase I (Pre-Design)
- ☐ Phase II (Design)
- ☐ Phase III (Bidding)
- ☐ Phase IV (Contract Coordination)
- ☐ Phase V (Construction Observation)

BILLING INFORMATION

Please complete this page and return one copy of this Proposal Acceptance Page to SRG to indicate acceptance of this proposal including all attachments and to initiate work on the above-referenced project.

FOR PAYMENT OF CHARGES – Charge invoice to the account of:

Firm: _____

Address: _____ Zip Code: _____

Phone Number: _____ Facsimile Number: _____ E-mail: _____

Attention: _____ Title: _____

FOR APPROVAL OF CHARGES – If the invoice is to be mailed for approval to someone other than the entity referenced above, please indicate where to mail the invoice in the space below.

Firm: _____

Address: _____ Zip Code: _____

Phone Number: _____ Facsimile Number: _____ E-mail: _____

Attention: _____ Title: _____

Payment Terms – Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal of 1.5% per month or the maximum allowed by law, whichever is the lesser rate. In the event Client requests termination of the work prior to completion, Client agrees to pay all charges incurred through the date work is stopped plus any shutdown costs. Client agrees to pay all reasonable legal fees, court costs and collection charges associated with the collection of past due accounts.

SPECIAL INSTRUCTIONS:

PROPOSAL ACCEPTANCE – The Client's signature below indicates he/she has read the Terms and Conditions of this Proposal, including the Terms on this page and the Standard Terms and Conditions and they are:

Accepted this _____ day of _____ 20____

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative and title

**2020 FEE SCHEDULE
STRUCTURAL REHABILITATION GROUP, LLC
01/27/2020**

ITEM

1.	PRINCIPAL ENGINEER, per hour	\$260.00
2.	ASSOCIATE, per hour	\$230.00
3.	SENIOR PROJECT MANAGER, per hour.....	\$210.00
4.	PROJECT MANAGER, per hour	\$195.00
5.	ASSISTANT PROJECT MANAGER, per hour	\$160.00
6.	PROJECT ENGINEER, per hour.....	\$150.00
7.	STAFF ENGINEER, per hour.....	\$130.00
8.	SENIOR PROJECT INSPECTOR, per hour.....	\$105.00
9.	PROJECT INSPECTOR, per hour	\$ 90.00
10.	CAD OPERATOR, DRAFTSMAN, per hour	\$ 70.00
11.	ASSISTANT PROJECT INSPECTOR/ENGINEERING TECHNICIAN, per hour	\$ 70.00
12.	EXECUTIVE ASSISTANT SERVICES, per hour	\$ 70.00
13.	SPECIAL ASSIGNMENTS (such as advanced research, experimentation, litigation support, expert witness testimony, etc.), per hour	\$ 2.5 x Unit Fees
14.	MILEAGE, per mile.....	\$ 0.71
15.	PHOTOGRAPHIC EXPENSES	
a.	Digital Photo Copies, per page	\$ 2.25
b.	Plotter Prints, per sheet	\$ 7.50
c.	Thumb Drive, each.....	\$ 15.00
16.	FACSIMILES, per page	\$ 1.75
17.	CRACK MONITORING GAGES, per gage	\$ 30.00
18.	DATA LOGGER	\$ 25.00 per month
19.	SPECIAL EQUIPMENT USAGE (INFRARED CAMERA, BOROSCOPE, BLOWER DOOR, CHAMBER TEST, ETC.).....	\$ 85.00 per day
20.	OVERTIME, weekends, holidays and evenings	\$ 1.5 x Unit Fees
21.	NORMAL REIMBURSABLE EXPENSES INCLUDING; LONG DISTANCE, TELEPHONE CALLS, PERMITS, REPRODUCTION, COURIER DELIVERY, OVERNIGHT DELIVERY, SHIPPING CHARGES will be billed at our direct cost	divided by 0.8
22.	SUBCONTRACTORS, retained for sampling, staging, laboratory analysis, etc. will be billed at our direct cost	divided by 0.8
23.	TRANSPORTATION AND OUT-OF-TOWN EXPENSES, expenses of our staff will be billed at our direct cost	divided by 0.8
24.	DOCUMENT BINDING, PRINTING, COPYING, COLOR REPRODUCTIONS, etc. will be billed at our direct cost	divided by 0.8

**Cameron Station Community Association, Inc.
Board Recommendation Request
January 26, 2021**

TOPIC: Fence Repairs

Motion:

"I move to approve TYL to complete the fence repair project in the amount of \$5,729 to be taken from Reserves."
2nd:

Summary:

As the Board may be aware, there are various sections of fencing throughout the community that are in need of attention. Given the varying degrees of repair, we solicited bids from 3 contractors with whom we have worked before and although we did not have formal specifications we invited each contractor to assess the fence condition in order to determine what was needed. Below is a comparison of costs and specific notes for each contractor:

Contractor	Price	Notes
TYL	\$5,729	They outlined the need to replace specific posts, lattice and pickets. They noted to reuse the fence panels.
Exterior Medics	\$6,390	They proposed resetting 4 existing posts and reusing the existing panels and lattice.
On Point	\$22,550	They proposed resetting 25 posts and 20 sections of lattice.

Overall, we think that TYL put together the best evaluation of the fence and was realistic in their expectations to reuse certain sections and to replace those that could not be saved.

Aside from replacing the entire fencing area, it was necessary to rely upon the expertise of each contractor in order to evaluate the appropriate repairs and needs.

The CAC reviewed all of the information and recommends TYL complete the project.

CAMP Recommendation

CAMP concurs with the Committee's recommendation – we have found that their price is the most competitive, their bid was the most comprehensive and addresses the primary points of concern. This would be a Reserve expenditure.



PROPOSAL

17428 CENTER DR., STE. E
RUTHER GLEN, VA 22546
TOLL FREE .877.895.1044
FAX540.427.7436
PROJECTS@TYLINC.COM

- CONSTRUCTION
- PROPERTY MANAGEMENT CONTRACTING
- INSURANCE RESTORATION
- EXPERT REMODELING
- CLASS "A" RESIDENTIAL
- FULLY INSURED
- SERVING VA • MD • DC

NOVEMBER 8, 2020

TO: CAMERON STATION

JOB: 200 Cameron Station
Alexandria, Va 22304

~ GENERAL CONDITIONS ~

SITE PREPARATION:

- INSTALL SAFETY AND PROTECTIVE MEASURES AROUND WORK SITE.

CLEAN-UP:

- REMOVE SAFETY AND PROTECTIVE MEASURES.
- CLEAN UP WORK SITE AND REMOVE ALL DEBRIS.

~ PROJECT ~

SCOPE:

Knapp St: Fence Repairs

Post Repair:

12 tall 6x6 post remove and replace. There are 8 total.

16' tall 6x6 post remove and replace. There are 4 total.

Fence panels will be taken down and set aside. Existing post will be dug up and hauled away.

New post will be installed with 80lbs of concrete poured around post.

After post are set existing dirt will be put back in and around hole.

Existing fence panels will be re-installed back to post.

Lattice Repair:

There are a total of 16 sections of lattice that needs to be removed and replaced.

Tyl will remove and haul away the old lattice.

TYI will supply and install new treated wood lattice.

Pickets:

There is a total of 12 pickets that need to be replaced.

TYL will remove old picket and haul away.

TYL will supply and install new treated wood picket.



EXCLUSIONS:

- ANY ADDITIONAL FINDINGS THAT WERE NOT VISIBLE DURING INITIAL SITE VISIT.

PAYMENT: CONTRACTOR PROPOSES TO PERFORM THE ABOVE WORK, (SUBJECT TO ANY ADDITIONS AND/OR DEDUCTIONS PURSUANT TO AUTHORIZED CHANGE ORDERS), **TOTAL OF \$5,729.00.**

PAYMENT DUE WHEN AMOUNT

1. SIGNING OF CONTRACT \$
 2. COMPLETION OF 50% \$
 3. COMPLETION OF PROJECT \$
-
- START: WITHIN 1 TO 2 WEEK AFTER APPROVAL
 - FINISHED: TBD
 - WARRANTY:
 - MATERIALS: MANUFACTURER'S WARRANTY
 - LABOR: 2 YEARS

ACCEPTANCE:

THIS CONTRACT IS APPROVED AND ACCEPTED. I (WE) UNDERSTAND THERE ARE NO ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES OF THIS AGREEMENT. THE WRITTEN TERMS, PROVISIONS, PLANS (IF ANY) AND SPECIFICATIONS IN THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. CHANGES IN THIS AGREEMENT SHALL BE DONE BY WRITTEN CHANGE ORDER ONLY AND WITH THE EXPRESS APPROVAL OF BOTH PARTIES. CHANGES MAY INCUR ADDITIONAL CHARGES.

APPROVED AND ACCEPTED (OWNER)

DATE

APPROVED AND ACCEPTED (OWNER)

APPROVED (CONTRACTOR)

DATE

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTE: THIS CONTRACT MAY BE WITHDRAWN OR RENEGOTIATED AFTER 30 DAYS FROM 11/8/2020 IF NOT APPROVED AND SIGNED BY BOTH PARTIES.

ADDITIONAL PROVISIONS- UNLESS OTHERWISE SPECIFIED HEREIN, THE FOLLOWING ADDITIONAL PROVISIONS ARE EXPRESSLY INCORPORATED INTO THIS CONTRACT:

1. CONTRACT, PLANS, SPECIFICATIONS, PERMITS & FEES.

THE WORK DESCRIBED IN THIS CONTRACT SHALL BE DONE ACCORDING TO THE PLANS AND THE PLAN SPECIFICATIONS (IF ANY) EXCEPT IN THE CASE OF CONFLICT WHEN THE PROVISIONS OF THIS CONTRACT SHALL HAVE CONTROL OVER BOTH THE PLANS AND THE PLAN SPECIFICATIONS. ALL REQUIRED BUILDING PERMITS WILL BE PAID FOR BY OWNER AND OBTAINED BY CONTRACTOR. ALL OTHER CHARGES, TAXES, ASSESSMENTS, FEES ETC., OF ANY KIND WHATSOEVER, REQUIRED BY ANY GOVERNMENT BODY, TELEPHONE OR UTILITY COMPANY OR THE LIKE SHALL BE PAID FOR BY OWNER.

2. PROPERTY LINES.

OWNER IS RESPONSIBLE TO LOCATE AND INFORM CONTRACTOR OF THE LOCATION OF ALL PROPERTY LINES. AT THE DISCRETION AND DIRECTION OF CONTRACTOR, OWNER MAY BE REQUIRED TO PROVIDE AT OWNER'S EXPENSE, A LICENSED SURVEYOR'S MAP OF THE PROPERTY SHOWING THE PROPERTY LINES.

3. SUBCONTRACTING.

CONTRACTOR HAS THE RIGHT TO SUBCONTRACT ANY PART OF, OR ALL OF, THE WORK HEREIN.

4. CHANGE ORDERS.

SHOULD OWNER, CONSTRUCTION LENDER, OR ANY GOVERNMENT BODY OR INSPECTOR REQUIRE ANY MODIFICATION TO THE WORK COVERED UNDER THIS CONTRACT, ANY COST INCURRED BY CONTRACTOR SHALL BE ADDED TO THE CONTRACT PRICE AS EXTRA WORK AND OWNER AGREES TO PAY CONTRACTOR HIS NORMAL SELLING PRICE FOR SUCH EXTRA WORK. ALL EXTRA WORK AS WELL AS ANY OTHER MODIFICATIONS TO THE ORIGINAL CONTRACT SHALL BE SPECIFIED AND APPROVED BY BOTH PARTIES IN A WRITTEN CHANGE ORDER. ALL CHANGE ORDERS SHALL BECOME A PART OF THIS CONTRACT AND SHALL BE INCORPORATED HEREIN.

5. OWNER'S RESPONSIBILITY: INSURANCE ETC.

OWNER IS RESPONSIBLE FOR THE FOLLOWING: (1) TO SEE ALL NECESSARY WATER, ELECTRICAL POWER, ACCESS TO PREMISES, AND TOILET FACILITIES ARE PROVIDED ON THE PREMISES. (2) TO PROVIDE A STORAGE AREA ON THE PREMISES FOR EQUIPMENT & MATERIALS. (3) TO RELOCATE AND PROTECT ANY ITEM THAT PREVENTS CONTRACTOR FROM HAVING FREE ACCESS TO THE WORK AREAS SUCH AS BUT NOT LIMITED TO TV OR RADIO ANTENNAS, VEHICLES, TOOLS, CLOTHING, FURNITURE, DRAPERIES, OR GARDEN EQUIPMENT. IF OWNER FAILS TO RELOCATE SUCH ITEMS, CONTRACTOR MAY RELOCATE THESE ITEMS AS NEEDED BUT IN NO WAY IS CONTRACTOR RESPONSIBLE FOR DAMAGE TO THESE ITEMS DURING THEIR RELOCATION AND DURING THE PERFORMANCE OF THE WORK. (4) TO OBTAIN PERMISSION FROM THE OWNER(S) OF ADJACENT PROPERTY(IES) THAT CONTRACTOR MUST USE TO GAIN ACCESS TO WORK AREAS. OWNER AGREES TO BE RESPONSIBLE AND TO HOLD CONTRACTOR HARMLESS AND ACCEPT ANY RISKS RESULTING FROM THE USE OF ADJACENT PROPERTY(IES) BY CONTRACTOR. (5) TO CORRECT ANY EXISTING DEFECTS WHICH ARE RECOGNIZED DURING THE COURSE OF THE WORK. CONTRACTOR SHALL HAVE NO LIABILITY FOR CORRECTING EXISTING DEFECTS SUCH AS, BUT NOT LIMITED TO, DRY ROT, STRUCTURAL DEFECTS, OR CODE VIOLATIONS. (6) TO MAINTAIN PROPERTY INSURANCE WITH FIRE, COURSE OF CONSTRUCTION, ALL PHYSICAL LOSS WITH VANDALISM AND MALICIOUS MISCHIEF CLAUSES ATTACHED, IN A SUM AT LEAST EQUAL TO THE CONTRACT PRICE, PRIOR TO AND DURING PERFORMANCE OF THIS CONTRACT. IF THE PROJECT IS DESTROYED OR DAMAGED BY ACCIDENT, DISASTER, CALAMITY, THEFT OR VANDALISM, WORK OR MATERIALS SUPPLIED BY CONTRACTOR IN RECONSTRUCTING OR RESTORING THE PROJECT SHALL BE PAID FOR BY OWNER AS EXTRA WORK.

6. DELAY.

CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE OCCASIONED BY DELAYS RESULTING FROM: WORK DONE BY OWNER'S SUBCONTRACTORS, EXTRA WORK, ACTS OF OWNER OR OWNER'S AGENT INCLUDING FAILURE OF OWNER TO MAKE TIMELY PROGRESS PAYMENTS OR PAYMENTS FOR EXTRA WORK, SHORTAGES OF MATERIAL AND/OR LABOR, BAD WEATHER, FIRE, STRIKE, WAR, GOVERNMENTAL REGULATIONS, OR ANY OTHER CONTINGENCIES UNFORESEEN BY CONTRACTOR OR BEYOND CONTRACTOR'S REASONABLE CONTROL.

7. SURPLUS MATERIALS & SALVAGE.

ANY SURPLUS MATERIALS LEFT OVER AFTER THIS CONTRACT HAS BEEN COMPLETED ARE THE PROPERTY OF CONTRACTOR. NO CREDIT IS DUE OWNER ON RETURNS FOR ANY SURPLUS MATERIALS AND ALL SALVAGE RESULTING FROM WORK UNDER THIS CONTRACT IS THE PROPERTY OF CONTRACTOR.

8. CLEANUP & ADVERTISING.

UPON COMPLETION, AND AFTER REMOVING ALL DEBRIS AND SURPLUS MATERIALS, WHEREVER POSSIBLE, CONTRACTOR WILL LEAVE PREMISES IN A NEAT, BROOM CLEAN CONDITION. OWNER HEREBY GRANTS TO CONTRACTOR THE RIGHT TO DISPLAY SIGNS AT THE JOB SITE FOR THE PERIOD OF TIME STARTING AT THE DATE OF SIGNING OF THIS CONTRACT AND CONTINUING UNINTERRUPTED UNTIL FOURTEEN (14) DAYS PAST THE DATE JOB IS COMPLETED AND PAYMENT IN FULL IS MADE. OWNER GRANTS CONTRACTOR THE RIGHT TO PUBLISH THE PROJECT STREET ADDRESS ON A "REFERENCES" LIST AND TO TAKE AND USE "BEFORE" AND "AFTER" PHOTOS WHICH MAY BE GIVEN TO PROSPECTIVE CUSTOMERS.

9. UNANTICIPATED CONDITIONS & CONCEALED DAMAGE.

EXPENSE INCURRED BECAUSE OF UNUSUAL OR UNANTICIPATED CONDITIONS SHALL BE PAID FOR BY OWNER AS EXTRA WORK (CONDITIONS SUCH AS, BUT NOT LIMITED TO, GROUND CONDITIONS THAT REQUIRE FILL, OR UNUSUALLY HARD SOIL, ROCKY SOIL, OR THE PRESENCE OF GROUND WATER). CONTRACTOR WILL INFORM OWNER OF ANY DRY ROT OR OTHER DETERIORATION OR UNANTICIPATED CONDITION WHICH IS CONCEALED AND IS DISCOVERED. CONTRACTOR IS NOT RESPONSIBLE TO REPAIR ANY SUCH DISCOVERED DETERIORATION OR CONDITION AND WORK DONE BY CONTRACTOR TO REMEDY SUCH WILL ONLY BE DONE AS EXTRA WORK IN A WRITTEN CHANGE ORDER.

10. HAZARDOUS SUBSTANCES.

OWNER UNDERSTANDS THAT CONTRACTOR IS NOT QUALIFIED AS A HAZARDOUS MATERIAL HANDLER OR INSPECTOR OR AS A HAZARDOUS MATERIAL ABATEMENT CONTRACTOR. SHOULD ANY HAZARDOUS SUBSTANCES AS DEFINED BY THE GOVERNMENT BE FOUND TO BE PRESENT ON THE PREMISES, IT IS THE OWNERS' RESPONSIBILITY TO ARRANGE AND PAY FOR ABATEMENT OF THESE SUBSTANCES.

11. RIGHT TO STOP WORK AND TO WITHHOLD PAYMENT ON LABOR & MATERIALS.

IF ANY PAYMENT IS NOT MADE TO CONTRACTOR AS PER THIS CONTRACT, CONTRACTOR SHALL HAVE THE RIGHT TO STOP WORK AND KEEP THE JOB IDLE UNTIL ALL PAST DUE PROGRESS PAYMENTS ARE RECEIVED. CONTRACTOR IS FURTHER EXCUSED BY OWNER FROM PAYING ANY MATERIAL, EQUIPMENT AND/OR LABOR SUPPLIERS OR ANY SUBCONTRACTORS (HEREINAFTER COLLECTIVELY CALLED "SUPPLIERS"), DURING THE PERIOD THAT OWNER IS IN ARREARS IN MAKING PAYMENTS TO CONTRACTOR FOR BILLS RECEIVED DURING THAT SAME PERIOD. IF THESE SAME "SUPPLIERS" MAKE DEMAND UPON OWNER FOR PAYMENT, OWNER MAY MAKE SUCH PAYMENT ON BEHALF OF CONTRACTOR AND CONTRACTOR SHALL REIMBURSE OWNER FOR THIS AMOUNT AT SUCH TIME THAT OWNER BECOMES CURRENT WITH CONTRACTOR FOR ALL PAST DUE PAYMENTS. OWNER IS RESPONSIBLE TO VERIFY THE TRUE AMOUNTS OWED BY CONTRACTOR TO THESE SAME "SUPPLIERS", PRIOR TO MAKING PAYMENT ON BEHALF OF CONTRACTOR. OWNER SHALL NOT BE ENTITLED, UNDER ANY CIRCUMSTANCES, TO COLLECT AS REIMBURSEMENT FROM CONTRACTOR ANY AMOUNT GREATER THAN THAT EXACT AMOUNT ACTUALLY AND TRULY OWED BY CONTRACTOR TO THESE SAME "SUPPLIERS", FOR WORK DONE OR MATERIALS SUPPLIED ON OWNER'S JOB.

12. COLLECTION & LEGAL FEES

OWNER AGREES TO PAY ALL COLLECTION FEES AND CHARGES THAT RESULT SHOULD OWNER DEFAULT IN PAYMENT OF THIS CONTRACT. OVERDUE ACCOUNTS ARE SUBJECT TO INTEREST CHARGED AT 18% PER ANNUM OR AT THE HIGHEST RATE ALLOWED BY LAW. IN THE EVENT LITIGATION OR ARBITRATION ARISES OUT OF THIS CONTRACT, PREVAILING PARTY(IES) ARE ENTITLED TO ALL LEGAL, ARBITRATION, AND ATTORNEY FEES.

13. ARBITRATION OF DISPUTES.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS PROPOSAL/CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE APPLICABLE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WHICH ARE IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS FILED. A JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION AWARD SHALL BE SUBJECT TO CORRECTION AND/OR VACATION FOR THE REASONS STATED IN THE LAW. THE ARBITRATOR SHALL AWARD REASONABLE ATTORNEY'S FEES AND EXPENSES TO THE PREVAILING PARTY. AFTER BEING GIVEN DUE NOTICE, SHOULD ANY PARTY FAIL TO APPEAR AT OR PARTICIPATE IN THE ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL MAKE AN AWARD BASED UPON THE EVIDENCE PRESENTED BY THE PARTY(IES) WHO DO (DOES) APPEAR AND PARTICIPATE. NOTWITHSTANDING CONTRACTOR'S RIGHT TO ARBITRATE, CONTRACTOR DOES NOT WAIVE ANY OF ITS LIEN RIGHTS. VENUE FOR ARBITRATION HEARINGS SHALL BE THE PROJECT COUNTY UNLESS OTHERWISE AGREED TO BY THE PARTIES.

I AGREE TO ARBITRATION: _____

(INITIALS OF OWNER) (INITIALS OF OWNER)

THE VIRGINIA CONTRACTOR TRANSACTION RECOVERY ACT

PROVIDES RELIEF TO ELIGIBLE CONSUMERS WHO HAVE INCURRED LOSSES THROUGH THE IMPROPER OR DISHONEST CONDUCT OF A LICENSED RESIDENTIAL CONTRACTOR. YOU MAY CONTACT THE BOARD FOR CONTRACTORS FOR ASSISTANCE AND TO FILE A CLAIM WITH THE VIRGINIA TRANSACTION RECOVERY FUND BY CALLING (804) 367-8504 OR WRITE TO THE FOLLOWING ADDRESS:

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

VA CONTRACTOR TRANSACTION RECOVERY FUND

9960 MAYLAND DRIVE; SUITE 400

RICHMOND, VA 23233-1485

E-MAIL: RECOVERYFUND@DPOR.VIRGINIA.GOV



Fence Reconstruction Proposal

Customer(s) Name	Date Submitted
CAMP – Cameron Station	November 13, 2020
Customer(s) Job Location Street Address	Customer(s) Billing Street Address (If different from job)
200 Cameron Station Blvd	
City, State	Customer(s) Billing City, State, and Zip Code
Alexandria VA, 22304	
Contact Number	E-mail address
Mark Bondurant (703) 567-4881 ext. 205	MBondurant@gocampmngmt.com

7540 Accotink Park Road, Springfield VA 22150 VA Class A License # 2705 121264

Tel: (703) 942-6553 Fax: (703) 942-6554 Email: EMSupport@exteriormedics.com

www.exteriormedics.com

Fence Reconstruction Specifications

All work will be performed in accordance with State and Local Building Codes, abiding by the specifications and guidelines of the manufacturer.

Pre-Construction Walk-Thru:

- ✦ Complete overview of project with foreman assigned to job.
- ✦ Job foreman will oversee crew throughout the completion.
- ✦ Job foreman will direct homeowners as needed, establish and monitor safety measures during the job.

Job Site Preparation:

- ✦ Evaluate premises for optimal protection.
- ✦ Outline perimeter for safety reasons with yellow caution tape.
- ✦ Secure all ladders to the roof with rubber bungee cords.
- ✦ Designate debris removal location and ensure all crew members are aware of this location.

Reconstruction Details:

- ✦ Reconstruction to include approximately 50' of the existing compromised fence identified during the inspection and highlighted on page 3 of this proposal.
- ✦ Remove designated areas of existing posts, fence boards and horizontal supporting boards to prepare for reinstalment.
- ✦ Existing post footers will be reset in concrete in the same location to ensure stability.
- ✦ Reinstall existing fence boards to existing fence posts accordingly.

Specifications Continued ↗

Finishing:

- ✦ Seal intersection points, as necessary.

Clean-up & Debris Control:

- ✦ Run magnet over premises to pick up loose nails.
- ✦ Continually clean premises throughout the day; haul away all job-related debris.

Final Inspection:

- ✦ Job foreman will inspect the entire job after completion to ensure all work is performed according to the specifications.

Workmanship Warranty:

- ✦ 10 Year

Repair Total:

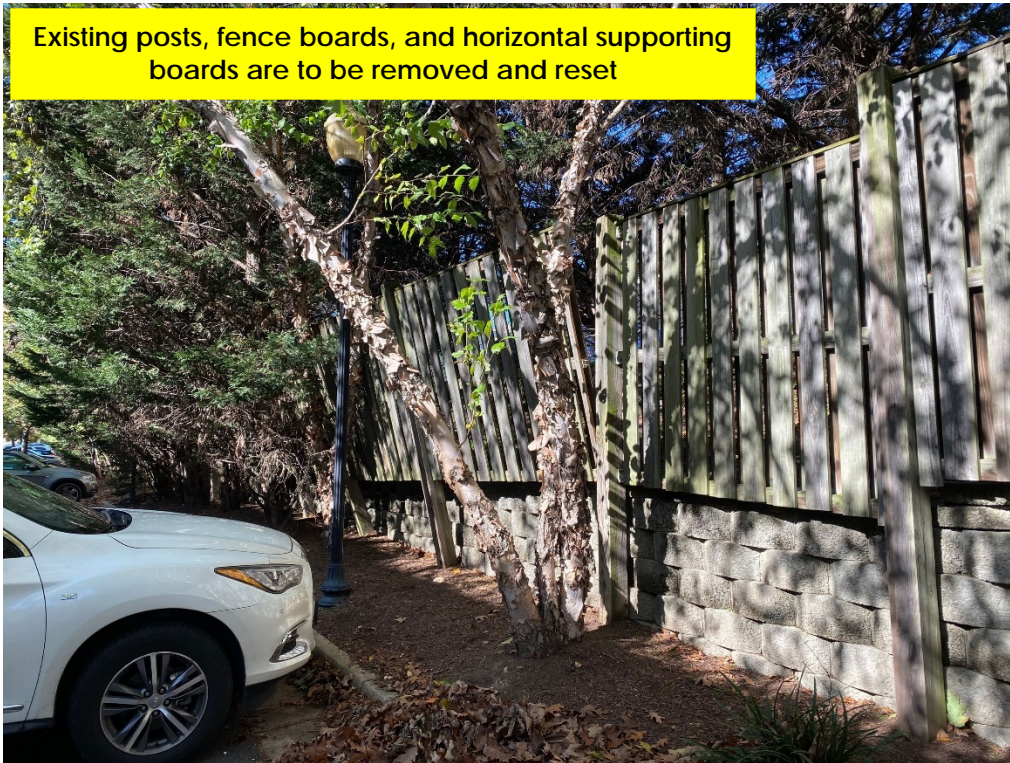
- ✦ \$6,390.00

Note: All areas of concern will be addressed. 100% satisfaction guaranteed!



Inspection Images

Existing posts, fence boards, and horizontal supporting boards are to be removed and reset



≈ 50 linear feet of compromised fence was identified.
At this time, we do not believe replacement is necessary.

Example of Before & After Fence Reconstruction!



Project Summary

FENCE RECONSTRUCTION TOTAL COST	\$6,390.00
REQUESTED DEPOSIT	\$.00
BALANCE DUE ON COMPLETION	\$6,390.00

The Buyer(s) agrees to the specifications and pricing as listed above. The Buyer(s) hereby acknowledge receipt of Detailed Specifications for each Trade, Notice of Cancellation, and a copy of the pamphlet, "Protect Your Family from Lead in Your Home," informing Buyer(s) of the potential risk of lead hazard exposure from renovation. Buyer(s) received all information on the date of this Agreement, before the work began.

It is agreed and understood by and between the parties that this Agreement and any specification sheets and amendments, constitute the entire understanding between parties, and there are no verbal understandings changing or modifying any terms of this Agreement.

Please initial each page to ACCEPT this proposal as a contract to perform THE WORK AS SPECIFIED. If unserviceable deck material is found, the following charges apply: 1/2" CDX replacement \$104.00 per sheet, 1/2" FRT replacement \$122.00 per sheet, 1x6 & 1x8 Plank Decking replacement per linear foot \$9.50, 1x10 & 1x12 Plank Decking replacement per linear foot \$10.50, 1x6 & 1x8 Fascia Board replacement \$11.50 per linear foot, 1x10 & 1x12 Fascia Board replacement \$12.50 per linear foot, carpentry and structural work uncovered during the repair and not listed above will be priced and agreed upon prior to moving forward with the project. Hourly carpentry is priced at \$75.00 per man, per hour, not including the price for materials. Homeowner will be advised of all additional costs before proceeding with the work.

Buyer(s) hereby acknowledge that they have read this Agreement and have received a completed, signed and dated copy of this Agreement.

Buyer Signature: _____

Date: _____

Approved by Exterior Medics, Inc. _____

Date: _____



Exterior Medics

7540 Accotink Park Road,
Tel: (703) 942-6553

Springfield VA 22150
Fax: (703)942-6554

Class A License #2705 121264 www.exteriormedics.com



OnPoint Construction
Services, LLC
PO Box 293
Clifton VA 20124

Estimate

Date	Estimate No.
11/16/2020	20070201

Client

Cameron Station Fence Repair
Community Association Management Propessi
onals 4114 Legato Road, Suite 200
Fairfax, VA 22033

Item	Description	Qty	Rate	Total
Fencing	<p>Scope of work overview: OnPoint has priced to furnish all material, labor, and supervision required to complete the following scope of work:</p> <p>Fence Post Resetting Lattice Replacement Fence Panel Replacement</p> <p>-Remove complete panel in either side of post to be reset. -Panels to be saved and reused. -Remove existing 6"x6" post. -Post to be saved and reused. -All concrete to be removed from the existing hole and post. -Existing post hole to be dug deeper by 6". -Set existing 6"x6" post in new post hole and pour new concrete to grade. -Replace existing panels to reset using new brackets. -Minor wood replacement only. -No cost has been included for replacing the existing post or panels. -Total of 25 post have been priced</p> <p>-UNIT PRICE FOR POST REPLACEMENT \$650 per post. Minimal of 2 post must be done per work order.</p>	1	16,250.00	16,250.00

Total

Phone #	E-mail
703-554-0801	David@OnPoint-cs.com



OnPoint Construction
Services, LLC
PO Box 293
Clifton VA 20124

Estimate

Date	Estimate No.
11/16/2020	20070201

Client

Cameron Station Fence Repair
Community Association Management Propessi
onals 4114 Legato Road, Suite 200
Fairfax, VA 22033

Item	Description	Qty	Rate	Total
Fencing	<p>-Replace existing lattice. -Lattice to match existing in style -Remove existing debris from site. -Total of 20 Lattice replacement has been priced.</p> <p>-UNIT PRICE FOR LATTICE REPLACEMENT \$315 per lattice. Minimal of 2 lattice must be done per work order.</p> <p>Payment Terms: 30% payment prior to project start for material order. Progress Payments are Net 30</p>	1	6,300.00	6,300.00

Total

Phone #	E-mail
703-554-0801	David@OnPoint-cs.com



OnPoint Construction
Services, LLC
PO Box 293
Clifton VA 20124

Estimate

Date	Estimate No.
11/16/2020	20070201

Client

Cameron Station Fence Repair
Community Association Management Propessi
onals 4114 Legato Road, Suite 200
Fairfax, VA 22033

Item	Description	Qty	Rate	Total
	<p>QUALIFICATIONS:</p> <ul style="list-style-type: none">-All work will be performed in a workman like manner and in accordance with all Federal, State and local regulations.-All other work shall be done during normal work hours.-Schedule to be provided and mutually agreed on.-Excludes: Structural Demo, layout for others, grouting, core drilling, shoring, protection of other's finished product, X-rays, GPR and any non-destructive testing-No work will commence until written acceptance-Proposal is void if not accepted in writing within thirty (30) working days-Any additional scope other than identified in the scope of work provided.-(1) one-year warranty on workmanship			
Total				\$22,550.00

Phone #	E-mail
703-554-0801	David@OnPoint-cs.com

Virginia Class A Contractor #2705174958 " 1"

**Cameron Station Community Association, Inc.
Board Recommendation Request
January 26, 2021**

TOPIC: Exterior Kitchen Door

Motion:

"I move to approve Exterior Medics to replace the kitchen door at a cost of \$9,890 which is a Reserve expense."
2nd:

Summary:

Upon transition, CAMP was made aware of an issue with the exterior kitchen door leading to the pool area. Several companies were contacted, and three contractors provided a proposal for consideration which is attached for your reference. Below is a comparison matrix of the three proposals received and specific notes for review.

Contractor	Price	Notes
Williamson Home Repair	\$11,271.50	Proposal includes a fiberglass door. Contractor also provided a cost for repair of \$2,475.
Southern Specialty	\$10,850	Proposal includes an aluminum door. Price does not include damage for wall/floor trim work.
Exterior Medics	\$9,890	Proposal includes a steel door. Contractor does not anticipate any damage or additional work needed for trim.

The current door is a wood door and is not conducive to being an exterior door. Based on inspection with the vendors, it does not appear that repair is a viable option. The wood veneer is not a suitable material for outside and it is starting to peel away exposing the press board underneath.

The CCFC Committee reviewed this information at their December 10th meeting and is recommending Exterior Medics.

CAMP Recommendation

CAMP concurs with the recommendation of the Committee. Not only is their proposal cost the most competitive, but we have also worked with Exterior Medics repeatedly and they consistently have done a good job. The cost of this project would be taken from Reserves.

Williamson Home Repairs, Inc.

8115 Chars Landing
Springfield, VA 22153

Phone # (703) 455-2686 williamsonhomerepairs@gmail.com
Fax # (703) 455-7150

Estimate #

2020-516R

Date

10/7/2020

Name / Address

Mark Bondurant

Customer Phone

Customer E-mail

mbondurant@gocampmgm...

Description		Total
Replace back door unit to pool house Door description: EA REEB FINISH/ S/L UNIT 2080 S8000-LE CLEAR RIGHT 3080 S8000-LE CLEAR RIGHT HAND 2080 S8000-LE CLEAR RIGHT -4-9/16 ON-GUARD PRIMED JAMB BOXED SIDELITE BOTH SIDES, OUTSWING LEFT HAND 3 EA OF SILL PATB 3-0 OS 5 5/8 ML 2 EA OF U/S ADA SIDELITE SEAT 6' WALNUT SELF CLOSING BRUSHED NICKEL HINGE BRONZE COMP WEATHER STRIP ON-GUARD PRIMED BRICKMOLD DOUBLE BORE 2 3/8 - 2 1/8 W/7/8" WHT VINYL SDL BAR 3W6H 2 SIDES 2 EA OF W/7/8' WHT VINYL SDL BAR 2W6H 2 SIDES REDUCE HT (1-CUT) FC/SS TF BOT & 2 S/L TO		
Terms	Full payment upon completion	Total

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

This proposal may be withdrawn by us if not accepted within 90 days.

Customer Signature

Date of Acceptance:

Williamson Home Repairs, Inc.

8115 Chars Landing
Springfield, VA 22153

Phone # (703) 455-2686 williamsonhomerepairs@gmail.com
Fax # (703) 455-7150

Estimate #

2020-516R

Date

10/7/2020

Name / Address

Mark Bondurant

Customer Phone

Customer E-mail

mbondurant@gocampmgm...

Description		Total
! MASONRY OPENING: 96 1/4" CASING HEIGHT: 96" DOOR HEIGHT: 92 3/4" DOOR CUTS TOP: 0" BOTTOM: 2 1/2"		
Paint grade		
** ALL DIMENSIONS AFTER CUTS AND TOP OF		
LABOR		2,650.00
MATERIALS		8,621.50
Approximate cost to repair existing door with paint grade look		2,475.00
Terms	Full payment upon completion	Total

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

This proposal may be withdrawn by us if not accepted within 90 days.

Customer Signature

Date of Acceptance:

2020-2021 License and Insurance Information

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) **03/19/2020**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: **Prince-Wood Insurance, LLC**
13663 Office Place, STE 101
Woodbridge, VA 22192

INSURED: **Williamson Home Repairs, Inc.**
8115 Chars Landing Court
Springfield, VA 22153

CONTACT NAME: **Debra A. Sales**
PHONE: **(703)897-5757**
FAX: **(703)890-5581**
E-MAIL: **dsales@princewoodinsurance.com**
ADDRESS: **doales@princewoodinsurance.com**

INSURER A: **Builders Mutual Insurance Company**

CERTIFICATE NUMBER: **00011431-493785** REVISION NUMBER: **12**

COVERAGE: **COMMERCIAL GENERAL LIABILITY** POLICY NUMBER: **CPA0002702** POLICY EFF. DATE: **04/16/2020** POLICY EXPIRATION DATE: **04/16/2021**

TYPE OF INSURANCE: **COMMERCIAL GENERAL LIABILITY**

CLAIMS MADE: ☒ CLAIMS MADE AND OCCUR: ☒ OCCUR: ☐

GENERAL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ RETENTION ☐ LOC. ☐

OTHER: ☐

ANY AUTO: ☐ OWNED ☐ AUTOS ONLY ☐ HIRE/LEASED ☐ AUTOS ONLY ☐

UMBRELLA LIMIT: ☐ EXCESS LIMIT: ☐

DEDUCTIBLE: ☐ RETENTION: ☐

WORKERS COMPENSATION AND EMPLOYERS LIABILITY: ☐ ANY PROPERTY FOR PARTNERSHIP/EXECUTIVE OFFICER/OWNER EXCLUDED: ☐ (Mandatory in NJ)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: **FOR INFORMATION PURPOSES ONLY**

CANCELLATION: **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE: **Debra A. Sales** (DAB)

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD. Printed by DAB on March 19, 2020 at 03:58PM

2020 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE 2020
COUNTY OF FAIRFAX, DEPARTMENT OF TAX ADMINISTRATION (DTA)
PHONE: 703-222-8234 TTY: 711 WEBSITE: www.fairfaxcounty.gov/taxes

WILLIAMSON HOME REPAIRS
8115 CHARS LANDING CT
SPRINGFIELD VA 22153-1848

Notice: This is your 2020 Business, Professional and Occupational License (BPOL). The bottom-half is perforated to allow you to tear off and post this license in your establishment. Please note, if your check is not honored by the bank, this license shall be invalid.

2020 LICENSE INFORMATION

ACCOUNT #: **000-04-1827** LICENSE PERIOD: **01/01/2020 - 03/01/2021**

ORDINANCE CODE: **47224-00** LICENSE BASIS: **\$2,262,324**

NAICS: **238320** LICENSE RATE: **\$1.11 per \$100**

LOCATION: **8115 CHARS LANDING CT** FED. I.D. OR E.I.N.: **54-1360431**
SPRINGFIELD VA 22153-1848

CLASSIFICATION: **CONTRACTOR & CONTRACTING** LICENSE NUMBER: **2010150**

DATE PAYMENT RECEIVED: **02/05/2020** INSTALLMENT(S):

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us an e-mail through our website, www.fairfaxcounty.gov/taxes.

As with all taxes, our goal is to administer the BPOL tax fairly and in accordance with State and County Codes. Our staff strives to provide professional assistance and quality customer service. Please let us know if we are not meeting your needs. Your satisfaction is important to us and your comments are always welcome.

Juan B. Rengel, Director
Personal Property and Business License Division
Department of Tax Administration

CC: Jay Doshi, Director
Department of Tax Administration

FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION
2020 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE
(BPOL) FOR ORDINANCE 47224-00 : CONTRACTOR & CONTRACTING

THIS LICENSE HAS BEEN ISSUED BY THE FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION (DTA) AND IS GRANTED TO:

010150

THIS LICENSE IS VALID THRU 03/01/2021

WILLIAMSON HOME REPAIRS
WILLIAMSON HOME REPAIRS
8115 CHARS LANDING CT
SPRINGFIELD VA 22153-1848

Dept. Tax Administration, Suite 223
12000 Government Center Parkway
Fairfax, Va. 22035, Phone: 703-222-8234
Website: www.fairfaxcounty.gov/taxes

COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON **03-31-2021**

NUMBER **2705150083**

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
***CLASSIFICATIONS* CBC RBC**

WILLIAMSON HOME REPAIRS INC
8115 CHARS LANDING CT
SPRINGFIELD, VA 22153

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR

Mary Brinkman, Acting Director

DPOR-LIC (02/2017)



SOUTHERN SPECIALTY CORPORATION

5334 DISTRIBUTOR DRIVE
RICHMOND, VA. 23225
(804) 232-5164 FAX (804) 232-1048
E-MAIL: sales@southernspecialtycorporation.com
WEBSITE: www.southernspecialtycorporation.com

5200 WILSON BLVD.
ARLINGTON, VA. 22205
(703) 522-6226
FAX (703) 841-9364

DATE QUOTE#
11/09/2020 18328

BILL TO:
CAMERON STATION COMMUNITY ASSOC
200 CAMERON STATION BLVD.
ALEXANDRIA, VA., 22304
ATTN: MARK BONDURANT.

SALESMAN HARV SMITH
JOBSITE:

PHONE NO.: 571-237-4480

TERMS DEPOSIT OF 30% REQUIRED

FAX NO.: E-MAIL

DESCRIPTION

Total

E-MAIL: mbondurant@gocampmgmt.com

POOL PATIO:

FURNISH AND INSTALL ONE 7-10 X 8-0 ALUMINUM ENTRANCE COMPLETE WITH TWO
EQUAL SIDELITES, ONE 3'0 X 7-10 WIDE-STILE ALUMINUM DOOR, FACTORY BONE
WHITE PAINTED FINISH, 2" X 4-1/2" ALUMINUM FRAMING, ONE TUBULAR PULL
HANDLE, ONE STREAMLINE OVERHEAD CLOSER, ONE THRESHOLD, CLEAR
INSULATED GLASS WITH 5/8" WHITE MUNTINS INSIDE GLASS TO RESEMBLE
EXISTING DESIGN,, ONE T-BRUSH SWEEP, FOUR 4-1/2" X 4" HINGES, ONE PANIC EXIT
DEVICE

ALL FOR 10,850.00

NOTE: WALL & FLOOR REPAIR & TRIM WORK NOT INCLUDED

WORK NOT INCLUDED:

CARPENTRY, MASONRY, PLASTERING, SHEETROCK, TILE, CEILING, PAINTING, STAINING, ALARM CONTACTS AND
ELECTRICAL SUPPLY OR WIRING.

REMITTANCE
ADDRESS

SOUTHERN SPECIALTY CORPORATION
5334 DISTRIBUTOR DRIVE
RICHMOND, VA. 23225

ACCEPTANCE OF PROPOSAL

SIGNATURE _____

NAME & TITLE _____

print or type

The above prices, specifications and conditions are satisfactory and
are hereby accepted. You are authorized to do the work as
specified. Payment will be made as outlined above.



Steel Entry Door Replacement Proposal

Customer(s) Name	Date Submitted
CAMP – Cameron Station	November 13, 2020
Customer(s) Job Location Street Address	Customer(s) Billing Street Address (If different from job)
200 Cameron Station Blvd	
Customer(s) Job Location City, State, and Zip Code	Customer(s) Billing City, State, and Zip Code
Alexandria VA, 22304	
Contact Telephone Number	E-mail address
Mark Bondurant (703) 567-4881 ext. 205	MBondurant@gocampmgmt.com

7540 Accotink Park Road, Springfield, VA 22150 VA Class A License # 2705 121264

Tel: (703) 942-6553

Fax: (703) 942-6554

Direct: EMSupport@exteriormedics.com

www.exteriormedics.com

Area of Concern



Steel Entry Door Replacement Specifications

All work will be performed in accordance with State and Local Building Codes, OSHA regulations and abiding by the specifications and guidelines of ProVia.

Pre-Construction Walk-Thru

- ✚ Complete overview of project with foreman assigned to job.
- ✚ Job foreman will oversee crew throughout the project.
- ✚ Exterior Medics' Superintendent will make periodic visits to jobsite to ensure all OSHA standards, local building codes and manufacturer's requirements are being met.

Job Site Preparation and Safety

- ✚ Evaluate premises for optimal landscaping protection.
- ✚ Place tarps over landscaping and work-areas during tear-off portion of project to ensure maximum protection of property.
- ✚ Place drop clothes over the flooring for interior work zones to ensure maximum protection of property.

Removal and Substrate Preparation

- ✚ Remove existing casing from interior of the selected door openings.
- ✚ Remove existing trim from exterior of the selected door openings.
- ✚ Remove selected entry doors openings.
- ✚ Clean and prep existing framing for installation of new door.

Specifications Continued ↗

Material Installation

- ✚ Install new premium replacement entry door system into the existing pocket so that it sits firmly in the existing framed opening.
- ✚ Install screws, loosely, into installation holes.
- ✚ Shim unit and verify door is square, level and plumb in opening and tighten screws.

Clean-up & Debris Control

- ✚ Sweep premises throughout project to pick up loose fasteners and debris.
- ✚ Clean premises; haul away all job-related debris.

Finishing

- ✚ Caulk and seal all exterior trim locations and transitions using OSI Quad caulk (latex sealant).
- ✚ Caulk and seal all interior trim locations using Siroflex sealant.

Final Inspection

- ✚ Exterior Medics' inspector will inspect the entire job after completion to ensure all work is performed according to contract.

Lifetime Workmanship Warranty provided by:



Steel Entry Door Replacement Specifications Continued...

YOUR PROFESSIONAL-CLASS PRODUCT

Legacy 20-Gauge Smooth Steel Entry Door with Clear Glass



QUOTE INFORMATION

DETAILS

Legacy Single Entry Door in FrameSaver Frame

Non Residential Warranty
Light Duty Non-Residential Door
36" Nominal Width
94" Custom Unit Height
24" Sidelite Width
Unit Size: 89 13/16" x 94"
Frame Depth: 6 9/16"
4-9/16" Inner Frame Depth
Mullion Width Adjustment: 2"
2" Standard Brickmold
Left Hand Outswing - Outside Looking In
Entry Door

460 Style 20-Gauge Smooth Steel Door
Comfortech DC
Colonial Contoured Internal Grid - 2V x 5H
Snow Mist White Grids
Tudor Brown Inside and Outside
Sidelites on Both Sides
460 Style 20-Gauge Smooth Steel Sidelite
Comfortech DC
Colonial Contoured Internal Grid - 1V x 5H
Snow Mist White Grids
Tudor Brown Inside and Outside

Hardware

Satin Nickel Accent Lockset
Satin Nickel Thumbturn Deadbolt
Aluminum QDC311 Stanley Closer (Includes Reinforcement)

Frame

Textured Snow Mist White Aluminum Brickmold Cladding - Loose on Unit
Tudor Brown Inside Frame
FrameSaver Inside Mull Cover - Tudor Brown
3 Tubes of Snow Mist White
Mill Finish ADA Compliant Threshold
7 9/16" Threshold Depth
Stainless Steel Ball Bearing Hinges
4 Hinges
Security Plate

INFORMATION AND WARNINGS

Outswing doors include stainless steel hinges.
On outswing doors with brickmold and cladding, ProVia recommends that caulking be applied where the brickmold meets the full wood frame.

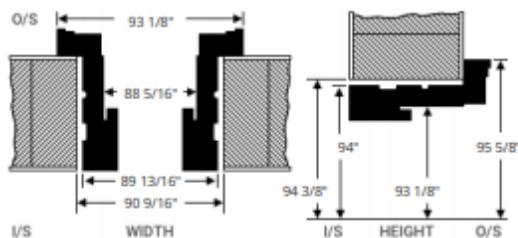


OUTSIDE VIEW

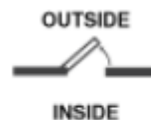


INSIDE VIEW

SIZING



HANDING



ENERGY

ENERGY PERFORMANCE RATINGS

U-Factor (U.S./I-P) Solar Heat Gain Coefficient

0.40

0.26

ADDITIONAL PERFORMANCE RATINGS

Visible Transmittance

0.27

-

Project Summary

STEEL ENTRY DOOR REPLACEMENT PROJECT TOTAL	\$9,890.00
½ REQUESTED DOWN PAYMENT	\$0.00
BALANCE DUE ON COMPLETION	\$9,890.00

The Buyer(s) agrees to the specifications and pricing as listed above. The Buyer(s) hereby acknowledge receipt of Detailed Specifications for each Trade, Notice of Cancellation, and a copy of the pamphlet, "Protect Your Family from Lead in Your Home," informing Buyer(s) of the potential risk of lead hazard exposure from renovation. Buyer(s) received all information on the date of this Agreement, before the work began.

It is agreed and understood by and between the parties that this Agreement and any specification sheets and amendments, constitute the entire understanding between parties, and there are no verbal understandings changing or modifying any terms of this Agreement.

Please initial each page to ACCEPT this proposal as a contract to perform THE WORK AS SPECIFIED. If unserviceable deck material is found, the following charges apply: ½" CDX replacement \$104.00 per sheet, ½" FRT replacement \$122.00 per sheet, 1x6 & 1x8 Plank Decking replacement per linear foot \$9.50, 1x10 & 1x12 Plank Decking replacement per linear foot \$10.50, 1x6 & 1x8 Fascia Board replacement \$11.50 per linear foot, 1x10 & 1x12 Fascia Board replacement \$12.50 per linear foot, carpentry and structural work uncovered during the repair and not listed above will be priced and agreed upon prior to moving forward with the project. Hourly carpentry is priced at \$75.00 per man, per hour, not including the price for materials. Homeowner will be advised of all additional costs before proceeding with the work.

Buyer(s) hereby acknowledge that they have read this Agreement and have received a completed, signed and dated copy of this Agreement.

Buyer Signature: _____

Date: _____

Buyer Signature: _____

Date: _____

Approved by Exterior Medics, Inc. _____

Date: _____



Exterior Medics

7540 Accotink Park Road
Tel: (703)942-6553

Springfield, VA 22150
Fax: (703)942-6554

ACTION ITEM LIST - JAN 2021				
Item	Description	Status	Responsible	Due
Fleet Transportation Extension	<p>Revisit extension that is to expire to extend each month.</p> <p>08/26/20 Board APPROVED at August meeting - extension through 10/12/20 - J. Lampe to forward Addendum to Fleet.</p> <p>09/09/20 - confirmation of signed Addendum by both parties. Will need to revisit this issue at the Sept meeting for October services. 10/06/20 Board approved continued suspension of services through 11/9/20. Will be on Oct agenda for further review. 11/02/20 Board voted at Oct meeting to suspend service through end of Dec. 11/24/20 Dec Board agenda item. 12/16/20 Board approved suspension through January. Running survey in weekly eblast for further evaluation. Following up with Fleet regarding possibility of having 1 bus in the a.m. & p.m.</p>	Pending	Jennifer Gilmore	1/31/2021
Newsletter Delivery Alternatives	<p>Pursue electronic options for delivery of the newsletter.</p> <p>11/02/20 to be discussed at upcoming Committee meeting.</p> <p>Plan for rolling out electronic version only - beginning emailing for those that need a hard copy to plan accordingly for Jan 1 implementation.</p> <p>11/23/2020- CAMP will contact GAM to create postcards to send out in mid December to residents, letting them that the newsletter will be electronic permanently, unless they still want a hardcopy. 12/16/20 Spoke to Tricia prior to last Committee Meeting. Instead of postcard, Committee is pursuing door hangers to be delivered in Jan/Feb advising of electronic newsletter effective Mar/April issue. 12/23/20- With the delivery of resident items directly to homes, additional information was included letting residents know of the Newsletter update. This will be published directly in the Jan-Feb issue, as well as in the weekly emails and the Compass Email Notice.</p>	Pending	Communications Committee	4/30/2021

New Owner Information	Provide to Communications Committee new conveyance details on the 2nd Tuesday of each month. 11/24/20 Ongoing.	Pending	Communications Committee	1/31/2021
Social Media - Facebook/Twitter	Work with Committee to identify and address ideas to improve Social Media and Website. 10/30/20 Sent email to New Media Horizons and copied Tricia to coordinate information exchange. Also, working on various changes to current website that is within Management's authority to change. 11/23/2020- CAMP has evaluated the responsibilities of an "in-house" social media position, which we do not currently have and would require 20 hours per week as a part-time content creator for Cameron Station's social media. Committee pursuing discussions with New Media Horizons.	Pending	Communications Committee	2/28/2021
Update Website	11/24/20 Com Comm identified changes to website. Management will address minor revisions (ie. typos, content changes) and will forward remaining changes to L. Keyser. 12/17/20- Website updated per Com Comm's list by Juana and remaining updates sent to Heather for L Keyser to address 12/23/20- L Keyser updated the remaining edits on list	Pending	Communications Committee	2/28/2021
Paving Proposals	Proposals to be received by 7/31 for paving project. Need to be reviewed by mgmt, Committee and Board. 10/09/20 spoke to Robert and Joan regarding engaging an engineering firm to review specs, proposals and project oversight. 10/14/20 Reached out to SRG, ETC and Becht Engineering for costs. 11/24/20 Dec Committee Agenda item. CAMP presented proposals to the committee at their December meeting, they have decided go with CAMP's recommendation Gardner. On the board agenda for their January meeting.	Pending	Common Area Committee	4/30/2021

Fountain Repair	Investigate fountain repairs needed. Reached out to multiple vendors regarding repairs. Received proposals from Cascades and Harmony Ponds. Waiting on third and final proposal from Virginia Water Gardens. General consensus is complete replacement.	Pending	Common Area Committee	1/31/2021
Street Sweeping Proposals	Obtain street sweeping proposals - coordinate with Committee as to timing. Spring 2021 project.	Pending	Common Area Committee	5/31/2021
Fence Evaluation	Inspect fenced areas and identify repairs needed. Working on securing appropriate vendors for bids. 11/24/20 Proposals have been received and will be presented at Committee Dec meeting. Committee followed CAMP recommendation of TYL, not only because their price was the most competitive but also because they put together a very comprehensive bid that addresses the primary points of concern. This would be a Reserve expenditure. On Jan Board Agenda	Pending	Common Area Committee	2/28/2021
Exterior Cleaning - Clubhouse	Solicit bids for power washing of the clubhouse. 11/02/20 Will solicit bids in the Spring of 2021. This to be wrapped into proposal for brick wall along Duke Street power washing. Anticipate bids to committee by Feb/March	Pending	Common Area Committee	5/31/2021
Gazebo	Granted the bid to Bernuy Painitng for \$2,500. Repair and painting will start late March early April.	Pending	Common Area Committee	1/31/2021

Tree Removal - Woodland Hall area	Removal of dead pines behind fence area at Woodland Hall. Provided signed proposal to LL on 10/30/20 in the amount of \$1,400 to be taken from Trees and Shrubs. Also requested proposal for replacement trees. 11/02 - proposal of \$1,400 was only for trimming. Confirmed with S. Richter (Woodland Hall manager) that they would like them removed. Working with Lancaster for new costs and replacement proposal. 11/24/20 Board agenda item for Dec meeting. 12/16/20 Proposal reviewed by CAC and will be on Jan agenda for Board consideration. Waiting for electronic bid from CAC will present to the board for approval for January meeting.	Pending	Common Area Committee	2/28/2021
1 Tree Pruning Day	jennifer.gilmore 1/21/2021 9:22:30 AM CT "1/21/2021: January Tree Day was 1/13/2021. Trimming and work locations taken from the landscaping log. Will upload list of items completed once rcvd from Lancaster." 11/24/20 Rec'd email from Lancaster re: additional trees requiring pruning. After confirmation with R. Burns, management approved additional day for \$1,400. Pending scheduled date.	Pending	Common Area Committee	1/31/2021
Street Signs	Replace faded No Parking signs jennifer.gilmore 1/21/2021 9:18:11 AM CT "1/21/2021 shipping delay. Anticipate having signs in hand and installed by 1/30/2021." mark.bondurant 12/23/2020 8:28:06 AM CT "Ordering 10 Replacement NO Parking signs. Will change upon arrival."	Pending	Common Area Committee	2/28/2021
Power Wash	Power wash clubhouse exterior and brick wall at Duke Street. jennifer.gilmore 1/21/2021 9:30:34 AM CT "1/21/2021 power washing brick wall along Duke to occur in the Spring. CAC also wanted to add clubhouse to power washing list. Will seek proposals for work to be placed on Feb CAC Agenda"	Pending	Common Area Committee	2/28/2021

Sunken in Sidewalk	Tiger side of 150 Cameron Station Blvd.	Pending	Common Area Committee	2/28/2021
Rotten trim ext kitchen door & openings	Replace rotten trim around kitchen door. Door needs to be replaced. Received bid from Williamson Home Repair and Southern Specialty. Meeting with Exterior Medics on 10/23 for third and final bid. 11/24/20 Proposals have been received - all noting replacement of door. Will forward to CCFC for Dec meeting. janeva.sharps 12/3/2020 1:18:37 PM CT "CAMP has put together a proposal packet for the committee to review at their December meeting."	Pending	CCFC	1/31/2021
Evaluate HVAC systems - compared to notes in Reserve Study	3 bids rcvd and currently being reviewed by mgmt. Confirming scope and specs as well as UV options for systems anticipate on Feb CCFC agenda. Several Clubhouse HVAC units have been identified as 0 life in RS2019. Need independent eval to confirm remaining life. Oct 2020 - HG reached out to Trademasters to inquire if any issues had been reported re: HVAC units. Plan to solicit bids for preventative maintenance as contract has been auto renew and is due to expire 5/21. Also requested inspection report from last visit on 09/23/20. 11/24/20 Rec'd info from Trademasters that two systems were 19 yrs old and at end of useful life. Requested proposals for replacement and will solicit additional bids for CCFC review. Jan/Feb timeline.	Pending	CCFC	2/28/2021

Update Resident Computer Registration System	The current system is at capacity for issuing passes. Alternative options need to be investigated to include use of current system (upgrade) and new systems. Oct 2020 - bids were solicited from 5 companies. Following up on responses - anticipate December Committee Meeting. 11/24/20 Proposals under review - Juana has been able to purge system (minimally) to allow for new entries; delaying this project until early Spring.	Pending	CCFC	4/30/2021
Fix tile and drywall issues - Men's Locker Room	Caused by water damage under far left sink and near handicap shower. 08/25/20 Stall has been blocked off for use and due to COVID. 2 contractors have inspected but they are not able to address. May combine with the proposal for remodeling the entire locker rooms. Meeting with Ultra on 10/23 to discuss options. 11/24/20 Based on feedback from CCFC, this will be handled separately from locker room reno. Solicited bids from 3 contractors for repairs. Expect to have this on the Jan agenda for Committee.	Pending	CCFC	2/28/2021
Replace Sprinkler Cage BBall court	One sprinkler head cage is missing. Contacted 2 companies for estimate. Waiting to hear back from Tyco. Mark obtained price for lift at \$465 to do the bird cage install. Will work on this over the next 2 - 3 week0s, weather permitting. mark.bondurant 12/29/2020 12:21:42 PM CT "Rented scissor lift but was unable to get it into the gym. Exploring other alternatives to reach ceiling." janeva.sharps 12/3/2020 1:01:00 PM CT "CAMP has received the sprinkler cage and will order the lift from United Rentals for the total amount of \$469. Mark will replace sprinkler cage once lift is delivered. Cage will be installed mid February."	Pending	CCFC	2/28/2021

Clubhouse Roof Leaks	HVAC leaks throughout office and gym. Approved repair \$1250 Approved. Unable to secure commitment from original vendor. Received bids form NV Roofing and Chris Cicotello on 10/20. Getting third and final bid from Joe Spagnola on 10/21. Leak temporarily resolved - pending roof repair/replacement issue.	Pending	CCFC	2/28/2021
Fitness Center RFP/ Proposals	Janeva sent CCFC RFP and Exhibit One for review and will set up a bidders conference with contractors based on committees edits to the RFP we will set deadline for proposal submissions from the vendors. 11/24/20 bidders conference was held and proposals are in the process of being submitted. Expect to have this for the December Committee meeting. janeva.sharps 1/14/2021 11:17:59 AM CT "CCFC came to a recommendation to the board during their December meeting to stay with the incumbent "ProFit". The Board will review at their January meeting."	Pending	CCFC	1/31/2021
Solicit Bids for Fitness Equip Prev Maint	A contract is not in place for the preventive maintenance of the fitness equipment. Soliciting bids and will present at the January Committee meeting.	Pending	CCFC	1/31/2021
Locker Room Renovation	11/24/20 based upon feedback from Committee, CAMP is soliciting bids for architectural design services for locker room renovation. janeva.sharps 1/21/2021 10:47:41 AM CT. "The CCFC wants to keep the renovation separate from the drainage and would like to handle the drainage issue first." janeva.sharps 1/21/2021 10:45:56 AM CT "Sent RFP's to architects on December 14, 2020. Mark and Janeva met with three Architect firms the first week in January. Expecting to have bids by the end of February because the men's drainage issue will need to be completed first."	Pending	CCFC	4/30/2021

Clubhouse Foyer	The foyer area is cold constantly. mark.bondurant 12/22/2020 2:26:45 PM CT "Front door to the fitness area at times is left open creating a cold draft. In addition, that same door is constantly being open and shut for foot traffic. This area will be a challenge to keep warm because of it's proximity to the front door."	Pending	CCFC	2/28/2021
Fitness Center Exit Door	The ceiling near the Fitness Center exit door needs to be re-spackled.	Pending	CCFC	1/31/2021
Roof Repair and Drywall	The ceiling near the entry door needs to be repaired. In order for this to happen, the "membrane" on the roof needs to be replaced first,	Pending	CCFC	2/28/2021
Parking Enforcement	<p>Parking enforcement for Cameron Station enforcement parking policy. 11/02 - obtained bids for parking enforcement. Questions need to be addressed about areas and limitations. At direction of Board Pres, inquired about survey of property lines with Condos - determined Assoc has maps on file - need to locate Phase Plats. Work in progress. 11/24/20 Upon verification of valid pricing, confirmed scope of work/number of hours per week - all vendors declined as it does not meet their minimum. Solicited 3 additional bids - all declined for same reasons. Working on individual person for parking enforcement.</p> <p>reached out to Henry's Towing because they will do this type of enforcement at no charge, but the ARC was not interested and did not think it would be wise to have a tow company patrol the community. CAMP going to run an ad and see if we can find an individual to do it as CMC would not release Todd from do not compete.</p>	Pending	Architectural Committee	1/31/2021

COMPLETED ACTION ITEMS - JAN 2021				
Item	Status	Entered On	Responsible	Due
Hallway Lights	Completed	1/20/2021	CCFC	1/15/2021
Bench	Completed	1/13/2021	CCFC	1/13/2021
Light	Completed	1/12/2021	CCFC	1/12/2021
Christmas Tree	Completed	1/12/2021	Common Area Committee	1/12/2021
Lock Replacement	Completed	1/11/2021	CCFC	1/11/2021
Soap Dispenser	Completed	1/11/2021	CCFC	1/11/2021
Walkway	Completed	1/7/2021	Common Area Committee	1/7/2021
Street Sign	Completed	1/5/2021	Common Area Committee	1/4/2021
Street Sign	Completed	1/5/2021	Common Area Committee	1/4/2021
Storm Drains	Completed	1/4/2021	Common Area Committee	12/31/2020
Electrical Box	Completed	12/29/2020	Common Area Committee	12/29/2020
Railing	Completed	12/28/2020	Common Area Committee	12/28/2020
Front Door	Completed	12/28/2020	CCFC	12/24/2020
Street Lights	Completed	12/23/2020	Common Area Committee	12/23/2020
Trash	Completed	12/18/2020	Common Area Committee	12/17/2020
Light	Completed	12/18/2020	CCFC	12/17/2020
Kitchen Blower	Completed	12/17/2020	CCFC	12/31/2020
Flagpole Spotlight	Completed	12/16/2020	CCFC	12/31/2020
SETEC Alarm Issue	Completed	12/16/2020	CCFC	12/21/2020
Electrical Outlet	Completed	12/15/2020	CCFC	12/15/2020
Hand Sanitizers	Completed	12/15/2020	CCFC	12/15/2020
Street Lights (5)	Completed	12/15/2020	Common Area Committee	12/29/2020
Storage	Completed	12/11/2020	CCFC	12/11/2020
Christmas Tree	Completed	12/11/2020	Common Area Committee	12/11/2020
Trash	Completed	12/11/2020	Common Area Committee	12/11/2020
Bench Braces	Completed	12/11/2020	Common Area Committee	12/10/2020
Christmas Tree in Fitness Lobby	Completed	12/10/2020	CCFC	12/11/2020
Gazebo Christmas Tree	Completed	12/10/2020	Common Area Committee	12/11/2020
Cracked curb	Completed	12/10/2020	Common Area Committee	1/7/2021
Light Repairs (4)	Completed	12/9/2020	Common Area Committee	12/31/2020
Overhead Light	Completed	12/8/2020	CCFC	12/8/2020
Drains	Completed	12/8/2020	Common Area Committee	12/7/2020
Fitness Center Front desk Phone	Completed	12/8/2020	CCFC	12/25/2020
Front Door Alarm	Completed	12/8/2020	CCFC	12/31/2020
Trash	Completed	12/2/2020	Common Area Committee	12/9/2020
Gazebo	Completed	12/2/2020	Common Area Committee	12/2/2020
Humidity Reader	Completed	12/1/2020	Mark Bondurant	11/30/2020
Street Lights	Completed	11/30/2020	Common Area Committee	12/18/2020
2021 ID Stickers	Completed	11/23/2020	Communications Committee	1/31/2021
Management Inventory 10x13 Envelopes	Completed	11/20/2020	Communications Committee	12/4/2020
Life Guard door lock	Completed	11/17/2020	Mark Bondurant	11/26/2020
Pool Storage Container	Completed	11/17/2020	Mark Bondurant	12/23/2020
Tree Removal - 3 days	Completed	11/2/2020	Common Area Committee	12/31/2020
Pool Winterization	Completed	10/15/2020	CCFC	11/30/2020

Landscape Enhancement	Completed	10/14/2020	Common Area Committee	11/30/2020
Drainage - Medlock Lane	Completed	10/13/2020	Common Area Committee	11/30/2020
Solicit Bids for Pool	Completed	10/8/2020	CCFC	12/30/2020
Light Pole	Completed	9/21/2020	Common Area Committee	12/31/2020
ADA Ramp Proposal - Curb Cut	Completed	8/26/2020	Common Area Committee	12/7/2020
Benches and Trash Cans	Completed	8/21/2020	Common Area Committee	12/31/2020
Pot Hole Repairs	Completed	8/19/2020	Common Area Committee	12/31/2020
Pool Filter Tanks	Completed	8/19/2020	CCFC	1/31/2021
New Water Fountain - Fitness	Completed	8/19/2020	CCFC	1/19/2021
Trash Proposals	Completed	7/30/2020	Common Area Committee	12/31/2020
Basketball Court Replacement	Completed	7/30/2020	CCFC	1/31/2021
Annual Meeting Notices	Completed	7/30/2020	Heather Graham	11/10/2020