

FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION
GENERAL RESOLUTION NO. GR 10/07/20

POOL CONTRACT

WHEREAS, Article 3, Section 55-79.73(B) of the Virginia Condominium Act allows the Board of Directors to exercise power assigned to the "unit owners' association" by the Act, to the extent permitted by the By-Laws of the Unit Owners Association;

WHEREAS, Article III, Section 2 of the By-Laws assigns the Board of Directors with "all of the powers and duties necessary for the administration of the affairs of the Condominium," and further states that the Board may do all such acts and things as are not by the Act or by the By-Laws directed to be exercised and done by the Unit Owners Association;

WHEREAS, Fairlington Villages, A Condominium Association is responsible for the common areas including the pools;

THEREFORE BE IT RESOLVED, the Board approves the proposal from:

_____ for pool management for the 2022 pool season at a total cost of
\$_____

To Be Charged to Account #6438- Pool Contract

ATTEST:

Secretary

President

Date _____

Date _____

Moved by _____

Second by _____

VOTE _____

Approved () Disapproved ()

NEW BUSINESS J

Resolution PAGE 2

FAIRLINGTON VILLAGES, A CONDOMINIUM ASSOCIATION
GENERAL RESOLUTION NO. GR 10/06/21

Roll Call:

Alvord, Melanie _____	Auston, Jessica _____	Brown, Philip _____
Placek, Terry _____	Reem, Harold _____	Stollof, Edward _____
Straub, Lawrence _____	Torres, Joseph _____	Wasowski, Anne _____



Fairlington Villages,
A Condominium Association

MEMORANDUM

TO: Board of Directors
FROM: Mark Johnson, Operations Manager
DATE: September 24, 2021
RE: New Business J– Pool Contract

The Association’s contract for pool management with Premier Aquatics expires on December 31, 2021. It was decided to prepare and RFP and send it out to six pool vendors known to provide condominium pool management in this area and affiliates of CAI. Of the 6 RFPs sent, four contractors responded with bids. The following are the bid totals for the 2021 pool season as well as some notes on each bidder:

Company	2022 season bid total	Notes
Premier Aquatics	\$171,220.00	<ul style="list-style-type: none">*Members of CAI* Founded in 1998*Used a lifeguard average pay rate of \$14.50* Additional guard price: \$25/hour*Minimum wage increase built into contract*30 minutes before opening built into contract*Guarantees Area Manager Veliko*110 pools under management*Quality Service Department-no down time*Staff Recruiters in abroad recruiting and training*Members of pool coalition industry lobby*Direct access to owner at any time
Winkler Pools	\$162,900.00	<ul style="list-style-type: none">*Members of CAI*Founded in 1954*Used a lifeguard average pay rate of \$15.00*additional guard price: \$25/hour*Minimum wage increase built into contract*30 minutes before opening built into contract* Members pool coalition industry lobby*150 pools under management*quick response to bid questions

High Sierra Pools	\$157,560.00	<ul style="list-style-type: none"> *Members of CAI *Founded 1992 *Used a lifeguard average pay rate of \$12-.\$14 depending on labor market *additional guard price-\$25/hour *Minimum wage increase built into contract *30 minutes before opening built into contract *750 pools under management * Members pool coalition industry lobby
Sunset Pools	\$148,872.00	<ul style="list-style-type: none"> *not current CAI members *Founded 1999 *Used a lifeguard average pay rate of (No response) *Additional guard price: \$35/hour *Minimum wage increase built into contract TBD *30 minutes before opening built into contract *TBD pools under management

To be charged to: #6438 Pool Contract

Proximity (serving Northern Virginia Area) and Membership in CAI were the determining factors that brought the pool of candidates to six. Of the six, four responded to our RFP. The Association has prior experience with Winkler Pools and Premier is the incumbent. Greg and I both have direct experience with the Sunset and High Sierra. High Sierra is by far the largest (national footprint) competitor; but that doesn't appear to have given any advantage over the effects of the pandemic on labor. Among the four, Sunset Pools would be considered to rank last in terms of customer satisfaction and quality of service. Its primary customer base is rental properties and hotels.

Generally, the industry draws from the same pool of labor. The companies differentiate themselves with their Management philosophy, responsiveness to clients, and the training and supervision provided to the guards that they employ. In terms of their responsiveness and follow up during this RFP process, Premier and High Sierra were both equally placed at the high end of the spectrum while Winkler was in the middle and Sunset at the lower end. High Sierra's business model is based on growth, prioritizing sales over service. It almost entirely dependent upon the J-1 Visa Program to supply international students for labor. Premier and Winkler both place emphasis on the relationship with the client and repeat business over immediate growth in the business portfolio. Sunset deemphasizes the business relationship inasmuch as the demands of its client base (apartment/hotel) are very low.

Management gives Premier high marks for its level of responsiveness to the Association's needs, especially during the past three-year period. The Association could expect a similar level of service from Winkler pools. The introduction of either High Sierra or Sunset to operate the pools would likely consume a great deal of attention from Operations next summer and based upon experience, would in all probability require that same level of attention each year.

For these reasons, Management recommends that the Board either remain with Premier or accept the proposal from Winkler.

**AGREEMENT
BETWEEN**
Fairlington Villages, A Condominium
AND
Pool Contractor

, hereinafter referred to as the “Contractor” and Fairlington Villages, A Condominium, hereinafter referred to as the “Association,” do hereby enter into an Agreement for the following services, according to the following terms, conditions, specifications, and purposes:

I. CONTRACTOR QUALIFICATIONS

- A. The Contractor affirms that it is in the business of providing Pool Management and Maintenance services as an independent contractor, that it has the necessary equipment, staff, and resources to perform such services; further, that it is familiar with and does and will conduct its services in full compliance with all Federal, State, and local regulations, and is authorized to do business in the Commonwealth of Virginia.
- B. The Contractor affirms that it carries workmen’s compensation coverage for its employees. Property damage insurance in the amount of \$100,000.00 for each occurrence and public liability in the amount of \$5,000,000.00 for each person, and in the amount of \$5,000,000.00 for each occurrence. The policy number for such insurance is underwritten by _____ (insurer) through _____ (broker). The Contractor agrees to notify the Association immediately in the event of any occurrence of accident harming either life, limb, or property caused by its actions. The above-mentioned insurance is to remain in force throughout the duration of this Agreement and the Association will be listed as an “additional named insured” on the policy. (ATTACH COI.)

II. CONTRACTOR RESPONSIBILITIES

A. Labor and Material

The Contractor agrees to furnish all labor, machinery, equipment, etc., which are necessary to perform the Pool Management and Maintenance services in accordance with the specifications in Exhibit One of this Agreement which are incorporated by reference herein. All machines and materials shall be of such type and quality as to do the job without damage to any and all property. Any damages to Association property will be corrected by the Contractor to its original condition at the Contractor’s expense. All personnel are to be properly trained, licensed, certified (if necessary), and conduct work in a professional manner. The Contractor shall have a competent supervisor in charge of its personnel at all times.

B. Additional Responsibilities

The Contractor agrees to adhere to the specifications as outlined in Exhibit One in performing work required, using his best expertise and initiative to enhance the appearance of the community. He shall, at his cost and expense, maintain during the term of this Agreement, amounts of insurance agreed to by both contracting parties and as set forth above in Section One. A certificate or copy of the insurance contract and proof of workman's compensation coverage shall be delivered by the Contractor to the Association prior to startup of work.

If for any reason the Contractor becomes aware that its insurance coverage has lapsed or will be or has been canceled, he shall immediately notify the Association. Notwithstanding any provision herein to the contrary, lapse or cancellation of insurance shall be grounds for immediate cancellation of this Agreement.

The Contractor shall provide the Association, upon request, whether oral or written, all information requested concerning insurance coverage within 72 hours of the request and additional certificates of insurance, if requested during the term of this Agreement.

C. 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.

D. Services

The services required are set forth in Exhibit One to this Agreement. Such services are to be performed in a professional manner.

III. 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 Exhibit One.

IV. DURATION OF AGREEMENT

This Agreement, to the benefit of both parties, shall be in effect from January 1, 2022, through December 31, 2022. This Agreement may be terminated with or without cause by the Association or the Contractor upon thirty (30) days written notice. There will be no termination fee charged by either party if the Agreement is terminated pursuant to the provisions of this agreement.

V. CONTRACT ADMINISTRATION

Notwithstanding termination provisions contained above in Section IV of the Agreement, if in the Association’s opinion the Contractor’s performance is unsatisfactory either in terms of materials or labor, the Association reserves the right to withhold all or partial payment after notification to the Contractor of the deficiencies and allowing the Contractor ten (10) days to correct any deficiencies. In the event of withholding of payment, an administration charge of ten percent (10%) pro rata withholding will be deducted from the payment withheld should the Contractor not correct deficiencies within the ten (10) day period. The administration charge is not reimbursable to the Contractor, even after correction of the same.

Inspections of pre-season and post-season repairs will be made by the Contractor’s senior representative, a representative of Management, and any other party deemed necessary.

VI. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Association, its members, guests and invitees from and against all claims, liabilities, damages, losses and expenses (including reasonable attorney’s fees) of every kind and character resulting from or relating to or arising out of (a) the inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by the Contractor herein, or (b) claims, causes of action or actions of third parties that result from or relate to or arise out of the operation by or conduct of, or obligations incurred by, or on behalf of, the Contractor.

VII. NOTICE PROVISION

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

For the Association: Fairlington Villages
Attn: Gregory D. Roby, GM
3001 S. Abingdon Street
Arlington, VA 22202

For the Contractor: _____

VIII. ENTIRE AGREEMENT

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

IX. INTERPRETATION

The Laws of the Commonwealth of Virginia shall govern the interpretation and all matters relating to this Agreement.

Attest with our signatures this date:

FOR: Contractor Name: _____

_____	_____	_____
Authorized Signature	Title	Date

FOR : Fairlington Villages, A Condominium:

_____	_____	_____
Authorized Signature	Title	Date

OVERVIEW

Fairlington Villages is a 95 acre site with 1703 units that were converted in 1975 and a Management Office on site. The six pools and five wading pools were built at conversion and have been renovated over the years. The season includes one pool open prior to Memorial Day and one pool open after Labor Day. A full schedule of hours is attached with the bid package. Pool Supervisors will communicate with the Operations Manager at the site. The intent is to get a one year contract for pool services according to the following work specifications. If you have any exceptions to the terms of the contract, please submit them in writing with the bid. The contract will be executed on the standard agreement form which is enclosed.

WORK SPECIFICATIONS

The following specifications are applicable to the operation of the six (6) Fairlington Villages swimming pool facilities:

1. Location of Pools.

- Pool #1 - 3055 S. Woodrow Street - Arlington County (main pool and wading pool)
- Pool #2 - 3025 S. Buchanan Street - Arlington County (main pool and wading pool)
- Pool #3 - 4709-B S. 29th Street - Arlington County (main pool and wading pool)
- Pool #4 - 2848-B S. Buchanan Street - Arlington County (main pool and wading pool)
- Pool #5 - 2985-B S. Columbus Street - Arlington County (main pool only)
- Pool #6 - 2920 S. Dinwiddie Street - City of Alexandria (main pool and wading pool)

2. Pool Season.

The swimming pool hourly schedule of operations is EXHIBIT TWO

3. Staffing.

a. Contractor agrees to hire a Supervisor for handling the management and oversight of the six (6) Fairlington Villages pools, (5 have an additional wading pool), including supervising and training our pool managers and lifeguards who are responsible for the daily maintenance of the pools. The Supervisor must be onsite daily and must check in with the Association Office each day upon arrival and departure. The Supervisor will have at least two (2) years of supervisory experience in the pool industry, with specific experience managing multiple pools and lifeguards. It is also understood that a Supervisor will visit the property during the course of each day of operation, and perform at least one written inspection to insure the pools are operating in accordance with this Contract. The supervisor (or representative) will attend six (6) evening pool committee meetings at the site.

All pools shall be staffed by one lifeguard, and all guards, regardless of titles, shall have Advanced Lifesaving Certificates, adult and child CPR Certificates, showing course completion. These certificates shall be posted at the pool inside the lifeguard/pool pump room.

b. Each pool shall have a Pool Manager designate (lifeguard) who shall have a valid Pool Operators License in accordance with local and state requirements.

EXHIBIT ONE

c. Lifeguards are required to report to work *half an hour prior to opening*, to complete all cleaning and pre-operating procedures. This early arrival is mandatory and necessary to make sure the pool is properly prepared prior to the arrival of pool users.

d. All lifeguards are to be at least seventeen (17) years of age. All guards shall provide courteous, reasonable and mature enforcement of all the Association's rules as written, and have a good working knowledge of the English language and be able to communicate effectively both verbally and in writing.

e. All lifeguards, including the Supervisor, must be in identifiable uniforms (swim wear) and must have appropriate identification and verification of credentials available at all times in order to present upon request to the Management agent or the Manager's designee.

f. Compensation of lifeguards is the responsibility of the Contractor.

g. Lifeguards will not be permitted to use cell phones at any time while on duty.

4. **Chemicals, Supplies and Materials.**

a. All chemicals required in purifying the pools shall be supplied by the Contractor in order to maintain the quality standards prescribed by local and state health departments. An itemized list of chemicals purchased for each pool should be provided monthly.

b. A list of lifeguards and their materials handling qualifications shall be submitted to the Operations Manager or designee prior to May 10th.

c. The Association shall order and make payment for all supplies, such as cleanser, disinfectant, paper products and other expendable items needed for the operation of the pools. The Contractor shall make needs known in advance.

d. All other supplies or materials such as first aid kit equipment, etc., will be ordered by the Association as requested by the Contractor and deemed appropriate and necessary by the Association Operations Manager.

5. **General Operations.**

a. General policing of the pool areas for litter and other debris shall be performed continuously. Unoccupied pool furniture shall be arranged in orderly and attractive manner. Broken furniture shall be reported promptly to the Management Office, Fairlington Villages, and removed from the pool deck to prohibit use until repairs can be performed.

b. There shall be a daily general cleaning and vacuuming of the main and wading pools to ensure a sanitary condition.

c. A copy of all Health Department inspection reports is to be furnished to the Management Agent immediately after inspection occurs (Arlington and Alexandria).

EXHIBIT ONE

d. Repairs to equipment shall be made by the Contractor upon the written pre-approval of the Association Operations Manager for payment of itemized invoices; said payment being due within 30 days of completion of work.

e. Permit only individuals with currently valid Fairlington Villages Identification Card or legitimate guests authorized to use pool.

f. On a form supplied by the Association, maintain a written record of residents and guests who enter/visit the pool and their Fairlington Villages unit number (or address). Forward record to Association Management Office at **the end of each month** of Pool operation.

6. Daily Operation of Pools. At a minimum, the following services shall be performed daily to the main and wading pools.

a. Filter and re-circulation systems.

(1) Pool water shall be tested and maintained at the standard reading for chlorine residual, alkalinity and turbidity in accordance with Health Department Standards and readings shall be posted on the boards provided (Arlington and Alexandria).

(2) Filters shall be backwashed at intervals required to meet County or City regulations.

(3) Maintain a written record of the date and time each of the following items are completed as well as amount or results of each item as appropriate. Record to be forwarded to the Association Management Office ***at end of each week*** of pool operation.

- (a) Amount of each chemical added.
- (b) Cleansing bottom and sides of pool.
- (c) Results of all chlorine, alkalinity and acidity tests.
- (d) Results of turbidity or water clearness tests.
- (e) Results of any other tests made in conjunction with the pool water.

b. Pool Hygiene.

(1) Vacuum and brush floors and side walls of the pools (main and wading pool).

(2) Wash down the deck and pool furniture as needed to remove residual suntan lotion.

(3) Clean bathhouses, filter room and pool enclosures daily. **All bathhouses will be cleaned daily**, with a viracide/bleach cleaning agent or equivalent, prior to opening the pool. The Contractor will monitor and refill soap, paper towel and toilet paper dispensers on an as needed basis. The Contractor will change all burnt out light bulbs, within the bathhouse. All refuse receptacles and liners will be emptied daily (both on the deck and in the bathhouse.)

EXHIBIT ONE

c. Pool Furniture.

(1) Daily all umbrellas are to be taken down

(2) Keep pool furniture orderly fashion in an agreed upon arrangement; report damaged furniture to Association Management Office.

(3) Any umbrellas, pool furniture and equipment damaged as a result of the lifeguard's failure to properly secure or which is misused by lifeguards will be replaced at the Contractor's expense.

d. Pool Phones. The contractor shall coordinate with the Operations Manager the installation of a telephone, with a block on local long-distance and long distance calls.

7. Prior to Opening For Season. The Contractor shall take measures necessary to have all pools in an operational condition prior to the beginning of the pool season, including satisfactory compliance with all County and City (Arlington and Alexandria) requirements. Accordingly, the Contractor shall:

a. Obtain at Association's expense all required permits, not less than five (5) days prior to opening, in accordance with County/City operating guidelines.

b. Immediately report any repair or equipment required for opening.

c. Fill, backwash and start filter systems.

d. Start chlorinators and other chemical feeders.

e. Install any accessories and check all pool lights and replace as needed.

f. Inspect bathhouses and report any malfunctions.

g. Drain and acid clean the pools.

h. Examine and install skimmers, skimmer baskets and cover plates.

i. Fill pool, start re-circulating pumps, filtering and chlorinating systems.

j. Order and store all necessary chemicals.

k. Set up pool furniture and report any repairs that may be needed.

l. Perform general custodial services to assure that pool will be ready for operation on opening day. *Note – one pool opens early.*

m. Inventory all non-stationary equipment and provide inventory list to the Association Management Office.

n. Report by pool number the completion of items a-l above to Operations Manager or designee prior to the start of the pool season.

8. End of Season Closings. The Contractor shall close all pools and winterize the equipment, plumbing and buildings upon termination of each swimming season and meet with maintenance staff to verify proper closure. This shall be completed within 15 days of pool closure and when done, reported in writing to the Management Agent indicating any needed repairs or equipment. The Contractor shall provide the following:

a. Adjustment of water level in the pools.

b. Backwash and draining of water from filters.

c. Flushing, inspection and storing of chemical feeders on site.

d. Draining of potable water lines that require draining and are so constructed as to permit gravity draining.

e. Removing of freeze plugs from filtration system and lubrication.

EXHIBIT ONE

f. Storing all non-stationary equipment with inventory of same to Association Operations Manager or designee. Separate all broken and/or damaged pool furniture (requiring restrapping etc.) for pickup. ***Remaining furniture is to be properly cleaned, with Feron Clean or a Butyl based cleaning agent or equivalent, prior to stacking and storing in bathrooms.***

g. Installation of winterizing algaecide.

h. Reporting to the Maintenance Supervisor on the readiness of electric motors for proper lubrication.

i. Installation of pool covers.

j. Pull recirculating pumps and perform PM for next season at Association's expense.

k. Inspect the Winterization of each pool with Fairlington Maintenance Staff Plumber.

9. General Requirements.

a. The Contractor shall be responsible for enforcing the rules and regulations issued by the Fairlington Villages Unit Owners Association. The Contractor shall ensure that all lifeguards understand pool operations and these rules and regulations. Any major violation of such rules and regulations by a pool patron or guest shall be promptly reported in written form to the Association Operations Manager.

b. Emergency Closing of Pools - The Supervisor shall contact the Association Operations Manager or Association representative to obtain approval for the early closing of the pools. Lifeguards shall ask pool users to leave the pool area during a lightning/thunderstorm. The lifeguards are allowed to leave the pool area during the weather closure period. Pools closed due to lightning/thunderstorms or inclement weather shall re-open within one hour after the passing of the lightning activity or inclement weather. Specifically, the pools are to be closed with the consent of the Management or on-call Association representative, and closed only if the weather forecast calls for extended inclement weather.

c. The Contractor shall conduct inspections during the contract period to assure that pool equipment and facilities are properly preserved and maintained during the non-swimming period in which the pool is closed. Preventive maintenance and repairs of a minor nature, based on these inspections shall be performed by the Contractor after obtaining written consent of the Association Operations Manager, specifying cost and time to complete. In any event, a written report shall be submitted by March 31st of each year outlining any known repairs or equipment required for opening of pools.

10. Penalties – A charge of \$20 per hour per pool will be deducted from the Contractor's invoice for any failure to open the pool(s) on time. A charge of \$50 per occurrence/per pool will be deducted from the Contractor's invoice in the event any pool is closed for any County Health or Safety Code violation

11. **Payments-** Payments will be made in 6 equal installments by the following dates:

April 1st , May 1st , June 1st , July 1st , August 1st ,September 1st

12. **Late Payments-** There may be a late penalty of five percent (5%) imposed and assessed to OWNER on payments received more than thirty (30) days after the scheduled contract payment date, plus interest at the rate of two percent (2%) per month may be charged on all unpaid balances which are owing beginning thirty (30) days after the date which said payment is due hereunder.

EXHIBIT TWO

POOL	Dates	Hours	Days	Hrs/ Day	Hours
Pool 1	May 28-June 17 Weekdays	2 pm-8 pm	14	6	84
	May 28-June 17 Weekends	11 am -8 pm	7	9	63
	June 18 - Sept.5 Daily	11 am-8 pm	80	9	720
					867
Pool 2	May 28-June 17 Weekdays	2 pm-8 pm	14	6	84
	May 28-June 17 Weekends	11 am -8 pm	7	9	63
	June 18 - Sept.18 Daily	11 am-8 pm	94	9	846
					993
Pool 3	May 28-June 17 Weekdays	2 pm-8 pm	14	6	84
	May 28-June 17 Weekends	11 am -8 pm	7	9	63
	June 18 -Sept. 5 Daily	11 am-8 pm	80	9	720
					867
Pool 4	May 28-June 17 Weekdays	2 pm-8 pm	14	6	84
	May 28-June 17 Weekends	11 am-8 pm	7	9	63
	June 18 - Sept.5 Daily	11 am-8 pm	80	9	720
					867
Pool 5	May 28-June 17 Weekdays	2 pm-8 pm	14	6	84
	May 28-June 17 Weekends	11 am-8 pm	7	9	63
	June 18-Sept.11 Daily	11 am-8pm	85	9	765
					912
Pool 6	May 28-June 17 Weekdays	2 pm-8 pm	14	6	84
	May 28-June 17 Weekends	11 am-8 pm	7	9	63
	June 18-Sept.5 Daily	11 am-8pm	80	9	720
					867

5373

Memorial Day , July 4th and Labor Day
are considered weekend hours