

**PROFESSIONAL SERVICES AGREEMENT**  
**[Hart Park Pool Operations and Aquatics Programming Services]**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) is made at Orange, California, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and PREMIER AQUATIC SERVICES LLC, a California limited liability company (“Contractor”), who agree as follows:

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Emily Bustamante, Assistant Community Services Director (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

**2. Compensation and Fees.**

**a.** Contractor's total compensation for all services performed under this Agreement, shall not exceed TWO HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS and 00/100 (\$227,424.00) without the prior written authorization of City.

**b.** In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City’s Project Manager. In anticipation of such contingencies, the sum of TWENTY-TWO THOUSAND SEVEN HUNDRED FORTY-TWO DOLLARS and 40/100 (\$22,742.40) has been added to the total compensation of this Agreement. City’s Project Manager may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as City’s Project Manager and the Contractor may agree upon in

advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of an Amendment to Agreement approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the City's Project Manager. Any and all additional work and services performed under this Agreement shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by City's Project Manager prior to the commencement of such services.

c. The total amount of compensation under this Agreement, including contingencies, shall not exceed TWO HUNDRED FIFTY THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS and 40/100 (\$250,166.40).

d. The compensation for services performed under this Agreement shall be paid as specified in Exhibit "B" which is attached hereto and incorporated herein by reference.

e. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

## **2.1 Term and Extension(s).**

a. The Initial Term of this Agreement is one (1) year (the "Initial Term"), commencing April 1, 2026, and terminating on March 31, 2027 (the "Expiration Date"); provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the "First Extension Term") commencing April 1, 2027, and terminating on March 31, 2028, in an amount not to exceed TWO HUNDRED SIXTY THOUSAND TWO HUNDRED NINETY-EIGHT DOLLARS and 72/100 (\$260,298.72), inclusive of contingency, without the prior written authorization of City.
- Second Extension (the "Second Extension Term") commencing April 1, 2028, and terminating on March 31, 2029, in an amount not to exceed TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED FORTY-TWO DOLLARS and 62/100 (\$270,842.62), inclusive of contingency, without the prior written authorization of City.
- Third Extension (the "Third Extension Term") commencing July 1, 2029, and terminating on March 31, 2030, in an amount not to exceed TWO HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED FOUTEEN DOLLARS and 86/100 (\$281,814.86), inclusive of contingency, without the prior written authorization of City.

b. The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City's intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City's notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an

amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension.

While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of the then-current term, it is possible that the City Council's approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term.

Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement.

Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

### **3. Payment.**

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes

of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

**5. Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

**6. Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

**7. Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

**8. Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

**9. Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

**10. Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. **Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**16. Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

**17. Indemnity.**

**a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

**b.** To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

**c.** Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

**d.** The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

**18. Insurance.**

**a.** Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

**b.** Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of Two Million Dollars (\$2,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

**c.** Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000) or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

**d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

**e.** Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

**f.** Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

**g.** The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

**h.** Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

**i.** Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

**j.** Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

**k.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

**l.** Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**m.** Contractor shall maintain during the life of this Agreement insurance covering Sexual Abuse and Molestation arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate for sexual abuse and molestation insurance that shall protect the Contractor and the City from any and all claims of any nature for damages related to sexual abuse and molestation arising from performing any portion of the Services by Contractor. A separate additional insured endorsement shall be provided to include the City and its officers, officials, employees, agents, and volunteers as additional insured in the policy.

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with

this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**20. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

**21. Compliance with all Laws/Immigration Laws.**

**a.** Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

**b.** If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor’s employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR)). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

**c.** Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

**d.** Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

**e.** Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

**f.** Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

**g.** If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

**h.** Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

**22. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

**24. Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Premier Aquatic Services LLC  
6 Journey, Suite 200  
Aliso Viejo, CA 92656

Attn.: Daniel Berzansky

Telephone: (949) 433-0555  
E-Mail: dan@swimoc.com

“CITY”

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591

Attn.: Emily Bustamante

Telephone: (714) 744-7287  
E-Mail: ebustamante@cityoforange.org

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

**[Remainder of page intentionally left blank; signatures on next page]**

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**“CONTRACTOR”**

**“CITY”**

PREMIER AQUATIC SERVICES LLC,  
a California limited liability company

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel R. Slater, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Nathalie Adourian, City Attorney

**\*NOTE:**  
-- City requires the following signature(s) on behalf of the Contractor:  
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR  
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**“CONTRACTOR”**

**“CITY”**

PREMIER AQUATIC SERVICE, LLC.

CITY OF ORANGE, a municipal corporation

\*By:   
Printed Name: Daniel Berzansky  
Title: CEO

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

**Daniel R. Slater, Mayor**

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nathalie Adourian, City Attorney

- \*NOTE:**
- City requires the following signature(s) on behalf of the Contractor:
    - (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
  - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

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## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

The scope of services for Hart Park Pool Operations and Aquatics Programming shall include "Contractor's Proposal" for RFP No. 25-26.10, included as Pages A-2 through A-28 of this Exhibit. The scope of services shall also include any requirements included in the City's referenced "RFP No. 25-16.10" (Hart Park Pool Operations and Aquatics Programming) and associated addenda. In the event of a discrepancy between these contract documents, Exhibit A shall govern. Proposal clarifications listed on this page A-1 shall supersede latter portions of this Exhibit.

#### Scope of Work Clarifications:

1. City, not the Contractor, shall provide necessary Janitorial Services under separate contract during the initial term of the Agreement, especially as it pertains to the Hart Park Pool interior restrooms. City shall provide reasonable notice to Contractor regarding planned regular janitorial maintenance.
2. Contractor will not be expected to provide any Capital Improvements at Hart Park Pool under this agreement. Capital Improvements, if any, shall be undertaken by the City or its agents and the City will provide Contractor reasonable notice of improvement schedules that may impact aquatic programming.
3. Contractor will be responsible for performing regular pool maintenance services as described in Exhibit A. City shall be responsible for performing any non-routine maintenance services or major repairs to Pool equipment.
4. Contractor shall not be responsible for the cost of utilities (i.e., water, electricity) reasonably necessary for the operation of the Hart Park Pool aquatics program. City may, but shall not be required to, provide limited internet services at the Hart Park Pool facility.
5. Contractor shall obtain City approval (in advance) prior to implementing any aquatics programming changes or modifications to fees charged to participants for aquatics programs (i.e. lessons, classes, open swim).
6. Contractor shall submit to the City's Project Manager seasonal program schedules for City review and approval not less than twelve (12) weeks in advance of advertisement.



Cover Letter – RFP 25-26.10  
December 18, 2025

City of Orange  
Community Services Department  
230 E. Chapman Avenue  
Orange, CA 92866

RE: Hart Park Pool Operations and Aquatics Programming – RFP No. 25-26.10

Dear Selection Committee,

Premier Aquatic Service LLC is pleased to submit this proposal in response to the City of Orange's Request for Proposals for Hart Park Pool Operations and Aquatics Programming. We are a professional aquatics management firm with extensive experience operating municipal aquatic facilities throughout Southern California.

All correspondence regarding this proposal should be directed to:

Ryan Larson, COO  
Premier Aquatic Service LLC  
Phone: (949) 226-3560  
Email: ryan@swimoc.com

The individual authorized to bind the firm contractually is:

Dan Berzansky, Owner  
Premier Aquatic Service LLC  
Phone: (949) 433-0555  
Email: dan@swimoc.com

Sincerely,

Dan Berzansky  
Owner  
Premier Aquatic Service LLC



### **Firm Information**

Premier Aquatic Service LLC

Company Overview

Legal Name of Firm: Premier Aquatic Service LLC

DBA: Premier Aquatics

Type of Organization: Limited Liability Company (LLC)

State of Formation: California

Year Established: 2011

Corporate Office:

6 Journey, Suite 200

Aliso Viejo, CA 92656

Website: [www.swimoc.com](http://www.swimoc.com)

### **Company Mission**

Passionately Dedicated to Creating a Safer Experience, In and Around the Water.

Leadership & Key Personnel

Owner / Authorized Signer:

Dan Berzansky, MBA – Owner & President

Chief Operating Officer / Project Manager:

Ryan Larson, MBA – Chief Operating Officer

Ryan Larson will serve as the primary Project Manager and point of contact for the City of Orange, overseeing contract fulfillment, staffing, safety, and program delivery at Hart Park Pool.

### **Management Support Team**

Premier Aquatics maintains a robust management and administrative support structure that directly supports all municipal contracts, including:

- Amber Beesley- Director of People and Culture
- Jessica Dopudja- Director of Talent Acquisition
- Michael Scott- Director of Quality Assurance
- Bert Bergen- Division Manager
- David Jaramillo- Director of Regional Operations
- Madeline Andrews- Director of Marketing

This experienced leadership team provides direct support in staffing, training, safety oversight, marketing, compliance, and operational excellence.



### **Staffing Capacity**

Premier Aquatics employs approximately 260 year-round staff members and over 750 seasonal employees. The company currently provides aquatics staffing and management services to more than 40 public and private clients across California, Arizona, and Utah, representing over 100 aquatic facilities.

### **Licensing, Certifications & Compliance**

Premier Aquatics maintains all required business licenses and complies with all local, county, state, and federal regulations governing aquatic facilities. In coordination with the Pool Pros, a second division of service within the Safer Swimmer ecosystem. Key certifications and compliance measures include:

- StarGuard Elite Lifeguard Certification
- CPR/AED and First Aid Certifications
- Lifeguard Management Certification
- Certified Pool Operator (CPO), as requested
- Live Scan background screening
- Sexual Harassment Training
- Workplace Violence Prevention Training
- Licensed C-53 contractor

### **Insurance Coverage**

Premier Aquatics carries comprehensive insurance coverage that meets or exceeds municipal requirements:

- General Liability: \$3,000,000 / \$5,000,000 aggregate
- Workers' Compensation: \$1,000,000
- Employment Practices Liability Insurance (EPLI): \$1,000,000

Certificates of insurance listing the City of Orange as additionally insured will be provided upon award.

### **Legal & Contract History**

Since its founding in 2011, Premier Aquatics has maintained a clean and unblemished record. The company has never been subject to litigation, bankruptcy, or failure to perform under a contract. Premier Aquatics has never lost a contract due to service-related issues.



### **Program Approach**

City of Orange – Hart Park Pool

Premier Aquatic Service LLC (Premier Aquatics) is pleased to present the following Program Approach for the City of Orange's Hart Park Pool. This approach is tailored

specifically to the operational goals, historic nature, and community needs of Hart Park Pool and is informed by Premier's 14+ years of successfully managing municipal aquatic facilities throughout Southern California.

### **Year-Round Operations Overview**

Premier Aquatics proposes to operate Hart Park Pool on a year-round basis, providing consistent access to aquatic programming and services for the community throughout the calendar year. This approach aligns with community demand, staffing availability, and program participation trends, allowing the City of Orange to maximize the value of the facility while delivering high-quality, safe, and engaging aquatic programs.

Year-round operations enable Premier Aquatics to offer expanded programming opportunities, maintain consistent staffing and training standards, and provide reliable access to swim lessons, fitness programming, recreational swim, and special events for residents of all ages. By operating continuously throughout the year, Premier Aquatics will enhance program continuity, customer satisfaction, and overall utilization of Hart Park Pool.



**Proposed Schedule**  
**City of Orange 2026-27 Pool Schedule**

<b>May</b>	
Monday- Thursday: Evening Swim Programs	4:00pm- 7:00pm
Saturday: Saturday Swim Programs	9:00am- 12:00pm

<b>June- August</b>	
Monday- Thursday: Morning Swim Programs	9:00am- 12:00pm
Monday/Wednesday: Senior Water Aerobics	10:00am- 11:00am
Monday- Thursday: Evening Swim Programs & Swim Team	4:00pm- 7:00pm
Saturday: Saturday Swim Lessons	9:00am- 12:00pm
Monday- Thursday: Rec Swim	12:30pm- 3:45pm
Friday- Sunday: Rec Swim	11:00am- 4:00pm

<b>September- April</b>	
Monday- Thursday: Evening Swim Programs & Swim Team	4:00pm- 7:00pm
Monday/Wednesday: Senior Water Aerobics	10:00am- 11:00am
Saturday: Saturday Swim Programs	9:00am- 12:00pm

**Program Philosophy**

Premier Aquatics’ program philosophy is centered on four core principles:

- Safety of all guests and program participants
- Exceptional customer service
- High-quality, well-attended aquatic programs
- Safe, professional, and welcoming facility operations

Our goal is to create a vibrant community hub at Hart Park Pool—one that residents look forward to visiting, families trust, and participants recommend to others.



### **Core Program Offerings**

Premier Aquatics will develop, manage, and deliver a comprehensive suite of aquatic programs designed to serve all ages and abilities within the Orange community. Initial programming will include:

- Recreational Swim – Open swim opportunities for individuals and families.
- Learn-to-Swim Programs – Group lessons, parent and me, and private lessons for youth and adults, emphasizing water safety and skill progression.
- Youth Summer Swim Team – A community-focused swim team program designed to build skills, confidence, and sportsmanship.
- Water Aerobics & Fitness – Low-impact aquatic fitness classes targeted toward adults and seniors.
- Facility Use Rentals – Pool rentals for private parties, group reservations, additional programs and special events.

### **Program Development & Growth**

Programs will be evaluated regularly based on participation, customer feedback, and operational performance, with adjustments made as needed to ensure success and sustainability.

### **Customer Service Focus**

Customer service is a cornerstone of Premier Aquatics' operations. All staff—from lifeguards to program instructors and managers—are trained to deliver professional, friendly, and responsive service. Our team is empowered to address questions, resolve concerns promptly, and ensure every guest has a positive experience at Hart Park Pool.

### **Staffing & Professional Standards**

Premier Aquatics will provide certified, well-trained staff for all programs and operating hours. All lifeguards will maintain current StarGuard Elite certifications and participate in regular in-service training. Program instructors will be trained in Premier's in-house curriculum to ensure consistency, safety, and quality across all offerings. In addition, all instructors will have a minimum CPR/AED and First Aid certification. Deck leads will be on deck during all programming hours to provide customer service and program support.

### **Partnership with the City of Orange**

Premier Aquatics views this relationship as a true partnership with the City of Orange. We are committed to open communication, transparency, and collaboration with City staff.

Regular check-ins, reporting, and proactive problem-solving will ensure alignment with City goals and a successful operating season.



### **Firm Experience**

Premier Aquatics has extensive experience operating municipal aquatic facilities similar in scope to Hart Park Pool. Representative clients include:

City of Laguna Niguel: October 2023- Current.

Jonathon Harmon, [jharmon@cityoflagunanigule.org](mailto:jharmon@cityoflagunanigule.org)

949-425-5108

Provide lifeguard coverage for facility and aquatic programming.

Liberty Military Housing: 2020- Current.

Amanda Begin, [ABegin@livelmh.com](mailto:ABegin@livelmh.com)

760-400-8193

Provide seasonal staffing to 26 facilities to the Marine Corp housing in Yuma Arizona, Camp Pendleton, Twentynine Palms, Coleville, and Miramar. Employ two full-time employees and roughly 140 employees. (roughly 40,000 hours)

Howard Johnson Hotel: 2023- Current.

Matt Stanley, [matt.stanley@nothwesthotel.org](mailto:matt.stanley@nothwesthotel.org)

714-618-6020

Provide year-round service to one pool and one water park. Three full-time and 40 part-time staff. (Roughly 16,000 hours)

\*\*In all, Premier Aquatics provides staffing and services to over 40 contracts which accounts for over 100 total pools. Pools range from small commercial HOA pools, to larger water parks, lazy rivers, and city competition pools. We have never failed to fulfill a contract and have never lost a contract to a service complaint. \*\*

2024 Total Staffing Hours

Salary Hours- 16,632

Hourly Staffing- 173,931

Overtime Hours- 1,835

Total hours- 193,333

### **Conclusion**

Premier Aquatics brings a proven track record, deep operational expertise, and a commitment to safety, customer service, and program excellence. We are well-positioned to successfully operate Hart Park Pool and to serve as a trusted partner to the City of Orange.

# Memo

To: Potential Bidder

From: Leslie Hardy, Community and Library Services Director

Date: November 20, 2025

**Subject: Protection of Historic Structures**

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The City of Orange wants you to be aware of its historic District, primarily in Old Towne that includes many structures and contributing elements. Hart Park and Plaza Park, which are in this District, contain historically significant structures and elements that must be protected.

As a valued partner using the facilities, or a contractor for the City of Orange responsible for the maintenance or improvements of these historically significant park sites, it is incumbent upon your members or employees to protect the structures and elements from being damaged as a result of their activities.

Plaza Park is particularly historic, having originally been constructed in the late 1800s during the City's infancy. The Plaza fountain, in its current state, was built in the 1930s and is a cherished and significant attraction for residents, businesses, and visitors alike. The Hart Park pool building and band shell are historic structures on the National Registry as contributing significantly to Old Towne Orange Historic District. In fact, all of the north section of Hart Park, including the creek bottom/parking lot and walls are a contributor to the District.

As stewards of our historical resources, please pay special attention to how you conduct your activities or work while in these parks. It is up to you to help preserve these important City treasures, so they are here for generations to come. It is important to understand that your role as a permitted user or City of Orange contractor requires you to use good judgment while conducting your activities or executing your duties and responsibilities and not put the historic structures or elements at risk of damage. They cannot be replaced and damage to them requires repairs, altering their original construction. Negligence on the part of any permitted user or contract employee causing damage to these historic structures or elements will not be tolerated and may result in revocation of permits or the contract employee being disqualified to perform work in City parks and may also result in the termination of your contract with the City of Orange.

Thank you for being good stewards of our precious historical resources.

I acknowledge that I have read, understand and will comply with the above guidelines (return one signed copy to the City).

Daniel Berzansky  
Print Name & Title

Premier Aquatic Services LLC  
Company Name

  
Signature

12/17/25  
Date

**PROPOSER’S ACKNOWLEDGEMENT OF COMPLIANCE  
WITH INSURANCE REQUIREMENTS FOR  
AGREEMENT FOR PROFESSIONAL SERVICES**

Proposer agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in Section 18, Insurance (Requirements) of the attached sample Agreement for Professional Services and hereby accepts all conditions and requirements as contained therein.

Proposer:           Daniel Berzansky          

Name (Please Print or Type)

By:            CEO          

Proposer’s Signature & Title

Date:           12/17/25

**PROPOSER'S ACKNOWLEDGEMENT OF COMPLIANCE  
WITH PROVISIONS FOR  
AGREEMENT FOR PROFESSIONAL SERVICES**

Proposer agrees, acknowledges, understands and is fully aware of the sample contract form as specified in Appendix A, attached sample Agreement for Professional Services. Proposer acknowledges conditions and requirements as contained therein. Contractor/Proposer must note any exceptions to the City's standard form professional services agreement as a part of their proposal submission for consideration by the City as part of the proposal, and warrants that the City may utilize proposed exceptions as a grounds for rejection of a proposal.

Proposer: Daniel Berensky  
Name (Please Print or Type)

By:  CEO  
Proposer's Signature & Title

Date: 12/17/25

**\*\*\*CONTRACTOR MUST ATTACH PROPOSED EXCEPTIONS TO THE CITY'S  
STANDARD/SAMPLE PROFESSIONAL AGREEMENT FORM – IF ANY- TO PROPOSAL FOR  
CONSIDERATION(AFTER THIS PAGE)\*\*\***

**Noncollusion Affidavit**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF ORANGE – DEPARTMENT OF PUBLIC WORKS

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Note:** The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution

**DEBARMENT AND SUSPENSION CERTIFICATION TITLE 2, CODE OF FEDERAL REGULATIONS,  
PARTS 180 & 1200**

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. Exceptions will not necessarily result in denial of award but will be considered in determining proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action. Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Daniel Berzansky

Print or Type Name of Proposer

[Signature] CEO

Signature of Proposer

12/17/25

Date

This executed form must be submitted with proposal.

**CERTIFICATION OF PROPOSAL  
TO THE CITY OF ORANGE**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, material status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City
- H) The proposal response includes all of the commentary, figures and data required e Request for Proposal, dated 12/17/25. The proposal shall be valid for 180 days from the due date of this RFP.

Name of Proposing Firm (Contractor Entity Name): Premier Aquatic Services LLC

By: [Signature]  
(Authorized Signature)

Type Name (of Authorized Signer): Daniel Beranuy Date: 12/17/25

**\*\*\*Contractor's offered fees/costs shall be in effect, except in the case of a conflict with Exhibit B of the Agreement, in which case Exhibit B shall supersede/govern.**

## COST PROPOSAL – MANAGEMENT FEE MODEL

City of Orange – Hart Park Pool Operations  
RFP No. 25-26.10

This Cost Proposal is submitted using a Management Fee model. Under this approach, Premier Aquatic Service LLC (PAS) will receive a fixed annual management fee, and PAS will be responsible for covering all staffing, programming, training, and administrative costs necessary to operate the Hart Park Pool and associated aquatic programs. All services will comply with the CMAHC guidelines.

This structure provides the City of Orange with cost certainty, budget predictability, and reduced operational risk, while allowing PAS to manage staffing efficiencies and program execution internally.

### **CP-1: Staffing Cost Proposal (Included in Management Fee)**

All staffing costs required to operate Hart Park Pool during the May 2026 through April 2027 operating season are included within the proposed annual management fee. Staffing covered under this fee includes, but is not limited to:

- Lifeguards
- Head Lifeguards / Deck Supervisors
- Swim Instructors
- Program Supervisors
- Front Desk / Customer Service Staff

PAS assumes full responsibility for wages, payroll taxes, workers' compensation, training, and staffing-related expenses. No additional staffing costs will be billed to the City outside of the agreed-upon management fee. For any additional staffing services requested by the city, outside of the agreed upon scheduled listed in this proposal, Premier will bill at an hourly rate of \$35.00/hour.

**\*\*CP-1 Total Staffing Cost to the City: \$0 (Included in Management Fee)\*\***

### **CP-2: Operating and Administrative Costs (Included in Management Fee)**

Operating and administrative costs required to support safe and effective aquatic operations are included within the proposed annual management fee, with the exception of capital items to be left at the facility. These costs include, but are not limited to:

- Staff training and certifications (StarGuard Elite, CPR/AED, in-service training)
- Uniforms, rescue equipment, and program supplies
- Background checks and compliance requirements

- Scheduling, payroll, human resources, and administrative support

PAS will be responsible for managing these costs internally to ensure program quality, safety compliance, and customer service excellence.

**\*\*CP-2 Total Operating Cost to the City: \$0 (Included in Management Fee)\*\***

**CP-3: Total Annual Cost Summary**

The table below summarizes the total annual cost to the City of Orange under the Management Fee model proposed by Premier Aquatic Service LLC.

CP-1 Staffing Costs	\$0 (Included in Management Fee)
CP-2 Operating & Administrative Costs	\$0 (Included in Management Fee)
Annual Management Fee	\$186,000.00
Pool Maintenance	\$30,000.00
Total Annual Cost to the City (CP-3)	\$216,000.00

\*\*Regarding Appendix C in the RFP as it relates to pool service, we agree to all required service and service intervals and intend on increasing year round service to twice weekly, however all chemical costs associated with operating the pool will be billed back to the city using a look back period of one month. Details regarding pool maintenance will be found in Appendix A.

**Revenue Share**

Premier Aquatics is proposing a revenue share program with three different triggers which are listed below. See table below for an outline of revenue triggers.

Program Revenue Share	
Revenue	Revenue Share
\$ 125,000.00	15.0%
\$ 150,000.00	
\$ 175,000.00	
\$ 200,000.00	
\$ 225,000.00	20%
\$ 250,000.00	
\$ 275,000.00	
\$ 301,000.00+	
	22.5%

### **Management Fee Scope and Assumptions**

The proposed annual management fee of \$186,000 includes full responsibility for operating Hart Park Pool and delivering aquatic programming in accordance with the City's RFP requirements. PAS assumes the financial risk associated with staffing levels, wage fluctuations, and program execution.

This proposal is based on a year round operations from May through April and assumes the City will continue to provide utilities, chemicals, and after hours cleaning.

### **Certification and Signature**

I certify under penalty of perjury that the information contained in this Cost Proposal is true and correct and that I am authorized to bind the firm contractually.

Premier Aquatic Service LLC

Authorized Signer: Dan Berzansky

Title: Owner

Signature: 

Date: 12/17/25

## Appendix A

### Program Descriptions

#### **Perpetual Group Swim Lessons**

Fees: \$15 per lesson billed monthly based on how many times the class meets in a month  
Frequency: 1 x per week, participants can choose multiple days  
Participants: 3 students in Level 1, 4 students in Level 2- 6

Premier Aquatic Service's Perpetual Group Swim Lessons are designed to build water safety, confidence, and foundational swim skills in a supportive group environment. Swimmers are placed into progressive levels and advance as skills are mastered, allowing for continuous development throughout the season.

This program focuses on water safety, breath control, floating, and stroke development including freestyle and backstroke, with introduction to additional strokes as swimmers progress. Small group sizes allow instructors to provide individual feedback while maintaining a positive, social learning environment.

#### **Perpetual Private Swim Lessons**

Fees: \$28 per lesson billed monthly based on how many times the class meets in a month  
Frequency: 1 x per week, participants can choose multiple days  
Participants: 1 student

Perpetual Private Swim Lessons provide one-on-one instruction tailored to each swimmer's individual needs, learning style, and goals. These lessons allow instructors to focus on specific skills and accelerate progress at a pace comfortable for the swimmer.

Private lessons are ideal for swimmers who benefit from personalized instruction, have specific goals, or require additional support to build confidence and proficiency in the water.

#### **Fast Track Group Swim Lessons**

Fees: \$1110 per session  
Frequency: Class meets Monday – Thursday for 2 weeks (8 Lessons)  
Participants: 3 students in Level 1, 4 students in Level 2- 6

Fast Track Group Swim Lessons are accelerated programs conducted over a concentrated two-week period. Classes meet multiple times per week with the same instructor and schedule, providing consistency and rapid skill development.

This format is ideal for swimmers looking to make quick progress, prepare for summer swim activities, or reinforce skills in a short timeframe.

### **Parent & Me Swim Lessons**

Fees: \$15 per lesson billed monthly based on how many times the class meets in a month

Frequency: 1 x per week, participants can choose multiple days

Participants: 8 students/parents

Parent & Me Swim Lessons introduce infants and toddlers to the water in a safe, positive, and playful environment alongside a parent or guardian. The program emphasizes water comfort, trust, and early water safety through songs, games, and guided activities.

These lessons help children develop early familiarity with the water while teaching parents techniques to support their child's comfort and safety.

### **Water Aerobics**

Fees: \$5 drop in fee

Frequency: Class meets 2- 3 days a week

Participants: 20 students

Water Aerobics is a low-impact aquatic fitness program designed to improve cardiovascular endurance, strength, flexibility, and overall wellness. Classes are instructor-led and suitable for all fitness levels.

Participants benefit from the resistance and buoyancy of the water, which reduces joint impact while providing an effective full-body workout.

### **Swim Team**

Fees: \$150 per month

Frequency: 4 practices a week, Monday- Thursday

Participants: group size varies

The Swim Team program offers structured training for swimmers ready to participate in a competitive or advanced swim environment. Practices focus on stroke technique, endurance, starts, turns, and overall swim conditioning.

In addition to physical training, the program emphasizes teamwork, discipline, and sportsmanship, creating a positive and motivating team culture.

### **Program Discounts**

Perpetual style lessons allow for unlimited make-ups in the same style of lesson. Make-ups expire after 90 days.

Perpetual style lessons allow for a 10% sibling discount.

## Appendix B

Page left blank Intentionally. Pool Pros detailed proposal attached on next page.



# CITY OF ORANGE - HART POOL SERVICE AND MAINTENANCE

Commercial Service Quote

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Prepared for

**City of Orange**

300 East Chapman Avenue  
Orange, California 92866

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**The Pool Pros**

6 Journey  
Aliso Viejo, CA 92656

Alex Campos  
alex@thepoolprosusa.com



Dear :

# QUOTE SUMMARY

On behalf of the entire **Pool Pros** team, I would like to submit the following proposal for your consideration. The following proposal includes all necessary weekly, monthly, quarterly, and annual service expectations. We understand the importance of well-maintained facilities and look forward to the opportunity to service your residents and to ensure that the pools at City of Orange are maintained to the highest possible standards.

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## What Makes Us Different

At The Pool Pros, we understand the importance of maintaining a clean, safe, and inviting aquatic space for your residents and guests. Our goal is to provide top-tier service with professionalism, reliability, and transparency.

Simply put, our commitment to you is fourfold.

C- Chemistry- We will maintain proper chemistry which will extend the life of your facility and equipment.

C- Cleanliness- We will maintain a clean and orderly pool and pump room.

C- Care- We will work to service and maintain your equipment as to avoid unnecessary repairs and replacement costs.

C- Communication- You will always know what is happening with your facility, be it regarding standard service, or the need for repairs. Communication is key.

## Getting Started

Within one month of the start of service, The Pool Pros will provide the client with a comprehensive equipment audit to assist in capital planning and potential repair/replacement budgets. This audit should be used to prepare stakeholders for any impending needs for major and minor service. This service will also include a calibration of any existing or new chemical controller systems, to ensure pool chemistry is kept at a proper level.

# Chemical Controllers



The Pool Pros requires properly functioning Chemical Controllers to ensure that pool chemistry is continuously operating at acceptable levels. For contracts not currently utilizing controllers, Pool Pros will recommend a number of options but will require that clients install one of the approved systems to begin service. Pool Pros will calibrate and maintain client controllers as part of regular service. Please note that daily records of pool chemistry is required in the State of California. The proper controllers satisfy that requirement.

Please also keep in mind that utilizing chemical controllers is guaranteed to extend the life of your equipment, your plaster, and your aquatics facility.

## Scope of Services

**The below outlines the general duties The Pool Pros will be responsible for the community pool(s).**

### **Routine Maintenance:**

1. Chemical testing and balancing for all bodies of water to Health department Standards.
2. Health Department-compliant record-keeping for water chemistry and maintenance.
3. Cleaning and skimming pool surfaces to remove debris.
4. Vacuuming pool floors and brushing walls to prevent algae.
5. Maintaining and cleaning pump room equipment and chemical storage areas.
6. Backwashing filters as needed for optimal filtration.
7. Coordinating chemical deliveries and maintaining an organized inventory.
8. Monitoring water levels and temperatures (80-83°F).
9. Inspecting and reporting any vandalism or facility damage immediately.

### **Reporting and Communication:**

1. Detailed service logs delivered each service visit, including water chemistry data and performed tasks.
2. Immediate communication of any urgent issues or recommended repairs.

### **Additional Services:**

1. Chlorine and Acid- Billed monthly for the preceding month.
2. Repairs and emergency response billed separately at \$250/hour. Weekend calls will be billed at \$350 per hour.

3. Fecal Contamination Event- Billed based on gallonage.
4. Equipment replacement and chemical costs (beyond standard chlorine and acid) billed with prior written approval.
5. On-site training available for property management staff to enhance collaboration and understanding of facility needs.



## Preventative Maintenance

Preventative maintenance is the key to a fully functioning aquatic facility. Please refer to the chart below for a full breakdown of the "Pool Pros Preventative Maintenance Commitment", and what to expect from an annual service and fee perspective.

Below is a comprehensive plan that the Pool Pros will follow to properly maintain for your bodies of water, complete with estimated hour and potential costs associated with each maintenance item.

General Preventative Maintenance Schedule and Associated Service Time		
Service Fees		
	Commercial	Cost
<b>On Start Up</b>		
Configure and Calibrate Automation System	10 Hours	Included
<b>Weekly/Per Visit</b>		
Inspect pumps. No unusual noises, baskets and impeller are free of any debris.	15 Min	Included
Inspect pool equipment for leaks - pipes, valves and fittings.	15 Min	Included
Inspect pool lighting fixtures - lights are securely fastened and functioning.	15 Min	Included
Inspect electrical panel - ensuring all circuit breakers are working correctly.	15 Min	Included
Inspect pool automation - pool equipment set to correct run times.	15 Min	Included
Backwash pool filtration system.	30 Min	Included
Clean skimmer and pump baskets	15 Min	Included
<b>Monthly</b>		
Check stability of handrails and condition of handrail covers.		Included
Inspect o ring seals on pump lids, check valves, valve actuators etc.		Included
Check facility gates to ensure self closing		Included
<b>Quarterly</b>		
Chemical feeders - replace tubing.	1 Hour	Included
Chemical feeders - inspect gears.	30 Min	Included
<b>Bi-Annual</b>		
Inspect and clean filter cartridges, o ring seals, drain plugs, tank lube.	2 Hours	Included
Inspect sand filter, Heaters, Pumps, Plumbing, Electrical, and Safety Compliance Checklist.	1-6 Hours*	Included
<b>Annual</b>		
Heater inspection / service	1 Hour	Included
Replace automation battery backup		Included
Inspect bonding to pool equipment - ensuring all electrical components are grounded.	15 Min	Included
Sand filter and Heater break down TBD by manufacture. DE Filters are included.		
		*Per heater/Filter

## Service Schedule

Off-Season (~~May 1 - April 30~~) **(September 1 - April 30)**

On-Season (May 1 - August 31)



# What our clients are saying about us



"Since Pool Pros took over our four pools in 2023, it is the first time in nearly a decade that we feel we don't have to worry about our facilities. We know what they are doing, when they are doing it, and if repairs are needed, the speed at which they get them done is impressive. The communication they provide before and after is exceptional. We are so glad we found Pool Pros."

JENNIFER ROBBINS

Liberty Military Housing

## SERVICE QUOTE

**Issued**  
December 18, 2025  
**Expires**  
February 1, 2026

### Prepared for

Below is a detailed breakdown of your service quote. Please note that all pricing is subject to change based market fluctuations on chemicals and potential minimum wage increases. Please don't hesitate to reach out if you have any questions.

Products & Services	Billing Frequency	Quantity	Unit price	Price
2 Day Offseason 3 Day On-Season Maintenance	Monthly	1	\$2,150.00 / month	\$2,150.00 / month



Products & Services	Billing Frequency	Quantity	Unit price	Price
<p>Service September through April- 2 Days per week, May through August- 3 Days Per week for the Maintenance of the pools.</p>				
<p>Annual Preventative Maintenance Program Equipment Program (filters, controllers, heaters, and Stenner chemical feed lines; includes inspections, cleaning, calibration, and minor adjustments; excludes major repairs and replacement parts)</p>	Monthly	1	\$350.00 / month	\$350.00 / month
Monthly subtotal				\$2,500.00

# TERMS AND CONDITIONS

- 1. Approval Process:** All non-routine repairs or additional expenses will require written approval from property management. Urgent repairs under \$500 may proceed with verbal approval followed by written confirmation.
- 2. Termination Clause:** Either party may terminate this agreement with a 30-day written notice. Outstanding invoices and approved work in progress must be settled before termination.
- 3. Reporting Standards:** Service logs and reports will be shared electronically, ensuring transparency and accountability.
- 4. Liability:** The Pool Pros is not responsible for equipment failures resulting from deferred maintenance or client decisions to postpone recommended repairs.



5. **Performance Standards:** The Pool Pros will maintain water chemistry within recommended guidelines, ensure all tasks are completed as scheduled, and respond promptly to client inquiries or emergencies.
6. **Compliance:** All work will comply with local health department codes and regulations to ensure safety and operational excellence.

# PROPOSAL ACCEPTANCE

By agreeing to these terms, you can confirm your readiness to begin professional pool maintenance services with The Pool Pros effective immediately. Your account will be charged starting by the end of the week, with recurring monthly billing cycles thereafter. In addition, you acknowledge that pricing is subject to annual increases.

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**EXHIBIT "B"**  
**FEE SCHEDULE & AGREEMENT COST TABLE**

**Annual Fees (Totals) to Contractor 'Table 1'**

*Initial Term      Optional First Extension      Optional Second Extension      Optional Third Extension*

<b>Service Description</b>	<b>Year 1 (Annual Fee)</b>	<b>Year 2 (Annual Fee)</b>	<b>Year 3 (Annual Fee)</b>	<b>Year 4 (Annual Fee)</b>
1 Pool Chemicals*	\$ 11,424.00	\$ 11,995.20	\$ 12,594.96	\$ 13,224.71
2 Pool Maintenance Service**	\$ 30,000.00	\$ 31,200.00	\$ 32,448.00	\$ 33,745.92
3 Management Fee**	\$ 186,000.00	\$ 193,440.00	\$ 201,177.60	\$ 209,224.70
4 Agreement Subtotal (Scope)	<b>\$ 227,424.00</b>	<b>\$ 236,635.20</b>	<b>\$ 246,220.56</b>	<b>\$ 256,195.33</b>
5 Contingency***	\$ 22,742.40	\$ 23,663.52	\$ 24,622.06	\$ 25,619.53
6 <b><u>Not-to-Exceed Annual Amount</u></b>	<b>\$ 250,166.40</b>	<b>\$ 260,298.72</b>	<b>\$ 270,842.62</b>	<b>\$ 281,814.86</b>

\* Not-to-Exceed Cost: Contractor will provide Pool Chemicals (A) and (B) below, at the rates listed below on an as needed basis up to the applicable not-to-exceed annual fee. Contractor shall notify the City at least 30-days in advance of any projected need for additional chemical purchases that will exceed the annual available remaining fee.

\*\*Fixed Fee: Contractor's negotiated total cost for service. In no event will contractor invoice above the line item maximum for this service type. Contractor will invoice the City (monthly) for fixed fee services at 1/12 the annual amount.

\*\*\* City Contingency : This line item is fixed per year in accordance with the Agreement, and expenditures within this itemization may only be approved by the City in advance, in writing.

**Chemical Fee Table (Unit Rates) to Contractor 'Table 2'**

<b>Chemical Type</b>	<b>UOM</b>	<b>Fee/Rate (max)</b>	<b>Annual Not-to-Exceed</b>
(A) Bulk Chlorine	Gallon	<b>\$2.68 ****</b>	See line #1 by Year
(B) Bulk Muriatic Acid	Gallon	<b>\$2.84 ****</b>	See line #1 by Year

\*\*\*\* Contractor may, in conjunction with an approved annual amendment, request in writing an increase to the maximum unit "Fee/Rate" provided that the increase does not exceed a maximum annual percentage of 4.0%. Contractor shall provide necessary back-up/sub-contract substantiation for requested chemical rate cost increases.

**Revenue Fees (to City) 'Table 3'**

<b>Gross Revenue Amount</b>	<b>City's Revenue Share Percentage</b>
\$0.00 to \$124,999.99	0.00%
\$125,000.00 to \$224,999.99	15.00%
\$225,000.00 to \$300,999.99	20.00%
\$301,000.00+	22.50%

Revenue: Contractor shall pay City for revenue share (portions of gross revenue) based upon specific revenue targets listed above. Revenue tracking resets annually in conjunction with potential annual amendments. Contractor shall provide revenue tracking reports not less frequently than quarterly. Revenue share payments shall be made to the City within 30-days after the end of an applicable quarter. The City may elect to receive potential revenue as a credit to be deducted from a regular invoice to the City for Service.

**General Fee Notes**

1 In the event of a discrepancy between Exhibit A / Contractor's Proposal, and this Exhibit B, the information in Exhibit B shall govern.

2 Contractor shall itemize all monthly invoices/fees to the City in accordance with Table 1 of this Exhibit.

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