



**CITY OF DEL MAR, CALIFORNIA
REQUEST FOR PROPOSALS
No. 2026-03**

WATER QUALITY TESTING SERVICES

I. INTRODUCTION

A. General Information

The City of Del Mar (City) is seeking proposals from qualified professional firms (Contractors) to provide professional water quality testing services for the City. The City intends to enter into a three-year agreement with the selected Contractor, with the option of extending the agreement for an additional two-year period.

B. About the City

Incorporated in 1959, the City of Del Mar is a Charter Law City with a Council-Manager form of government. The Del Mar City Council consists of five members, one of whom is chosen on a rotating basis for a one-year term as mayor. Del Mar is located just 20 minutes north of downtown San Diego on the southern California coast. Approximately 3,900 residents call this 2.2 square mile city their home. The famed horse racing and annual County Fair that take place at the State-owned Del Mar Fairgrounds and over two miles of white sandy beaches make Del Mar an inviting tourist destination. Residents and visitors enjoy excellent weather and a variety of outdoor activities at the City's parks and Downtown Village.

C. Inquiries

Questions regarding this RFP must be received by 5:30 p.m. PST on **Monday, April 13, 2026** via email to Polly Robertson, Management Analyst, at probertson@delmar.ca.us and must reference "RFP 2026-03 Water Quality Testing Services" in the title or subject line. Proposing firms are responsible for confirming receipt of their questions and inquiries.

D. Submittal Requirements

Proposals are due by 5:30 p.m. PST on **Tuesday, May 5, 2026** and should be submitted via ShareFile hyperlink: <https://tinylink.net/yO2Ta>. The submittal must reference "RFP 2026-03 Water Quality Testing Services" in the document title. The City is not responsible for proposal submissions that are delayed or fail to be uploaded. Proposing firms are responsible for confirming receipt of their submission.

II. ANTICIPATED TIMELINE

Anticipated timeline for RFP process is outlined below and is subject to change without notice:

Action	Tentative Timeline/Deadline
Notice of RFP	March 23, 2026
Questions Due	April 13, 2026
Responses to Questions Posted	April 20, 2026
Deadline to Submit Proposals	May 5, 2026
City Staff Review of Proposals	May 7, 2026
Selected Firm Notified	May 13, 2026
Council Consideration of Agreement for Services	June 2, 2026
Project/Agreement Start Date	July 1, 2026

III. SCOPE OF SERVICES REQUIRED

The City requires the services of a Contractor certified under the Environmental Laboratory Accreditation Program (ELAP) from the California State Water Resources Control Board – Division of Drinking Water (SWRCB-DDW), (http://www.waterboards.ca.gov/drinking_water/programs/ and https://www.waterboards.ca.gov/drinking_water/certlic/labs/ELAP.html) to sample, analyze and report the quality of the drinking water provided by the City of Del Mar. The scope of services includes the following:

1. The Bacteriological Site Sampling Plan (Attachment C) provides the locations and sample schedule for the Contractor to physically take samples, provide containers, flush and sterilize sampling location, test water quality through analysis, and provide reports as described.
2. Contractor shall submit test results using Electronic Data Transfer (EDT), and use Write-On Utility or LIMS Program, to output text type file in EDT format, or as directed or approved by SWRCB-DDW. Contractor shall reference PWS ID: 3710004-001, name of sender, company name, address, telephone number. EDT water quality analytical results shall be sent to DDW via e-mail to edt@waterboards.ca.gov. More information is available at: https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/EDTFAQ.html
3. Courtesy call: Prior to leaving the office, the Laboratory or Lab Technician shall call the Public Works Department at (858) 755-3294 to notify that they are enroute to perform the water sample grabs at the specified locations. Public Works staff may provide assistance, if necessary.
4. Copies of test reports shall be provided to the Public Works Department, via email, within five (5) calendar days from date of known test results. Hard copies of the test results, and invoices, must also be sent to the Public Works Department, 2240 Jimmy Durante Blvd., Del Mar, CA 92014.
5. If any positive results are detected in the samples, the Contractor must contact the Public Works Department immediately. To contact the Public Works Department after-hours (4:30 PM to 7:00 AM), the Contractor will follow the Department's call procedure that will be provided upon award of the contract.
6. In case of Coliform positive Bac-T test, the Contractor must resample within 24 hours in accordance with 22 CCR 64424 (b), using the locations listed in Repeat Sampling Schedule (Attachment C). Resampling is also required when the Department requests it, including during main break repairs or other recovery activities that require bacteriological clearance before water lines can be returned to service. The Public Works Department will determine the type of tests needed, based on the urgency and severity of the situation, and in consultation with its Primacy Agency, the SWRCB-DDW District 14 – San Diego. The rush sample cost shall include the following: Contractor collecting and picking up repeat samples at locations per the Water Repeat Sampling Schedule, performing Cl2 and Colilert-18 hour test (unless otherwise directed), and immediately communicating results with the Public Works Department by calling (858) 755-3294 and emailing both the Public Works Department at PublicWorks@delmar.ca.us and the DDW.
7. The Contractor may charge the City a Wait Fee per incident, between locations, for each occurrence of group tests (bacteriological or physical) when the laboratory is unable to access or perform sampling for reasons beyond its contractual obligations, or when delays are caused by the City. Effective communication between the Contractor and the City is essential. The Wait Fee may only be applied when the delay or City's response or wait time following the Contractor's call-in to the Public Works Department exceeds 15 minutes per incident or test location (bacteriological or physical).

8. The Contractor may charge a one-time Recall Fee for re-mobilization at the next scheduled recall time and day when the Contractor is unable to access or perform sampling and testing at the final sample location before leaving the City, for reasons beyond the Contractor's contractual obligations or due to delays caused by the City. Effective communication between the Contractor and the City is essential. The Recall Fee may only be applied when the delay or the City's response or wait time after the Contractor contacts the Public Works Department exceeds 15 minutes while the Contractor is present at the final remaining location.
9. All test results, chain of custody records, and invoices shall be sent via U.S. Mail to the City of Del Mar - Public Works Department, 2240 Jimmy Durante Blvd., Del Mar, CA 92014 and via email to PublicWorks@delmar.ca.us.

IV. PROPOSAL FORMAT AND REQUIREMENTS

To be considered, proposals submitted in response to this RFP need to include the following content:

1. Proposal

The proposal shall confirm understanding of the Scope of Work, demonstrate ability to meet to the City's needs for the project as outlined in this RFP, and shall include:

- o Number of years the firm has been in business.
- o Experience in providing services to municipalities or other public sector clients.
- o Selected Contractor shall be certified under the Environmental Laboratory Accreditation Program (ELAP) from the California State Water Resources Control Board – Division of Drinking Water (SWRCB-DDW):
http://www.waterboards.ca.gov/drinking_water/programs/
https://www.waterboards.ca.gov/drinking_water/certlic/labs/ELAP.html
- o Provide name of contact person for the project, phone number and email address.
- o Provide name, title, and contact information for the authorized contract signer.
- o Respondents may submit other relevant information they deem appropriate.

2. Conflict of Interest

Contractor is required to issue a brief statement disclosing potentially conflicting interests, including any litigation involving the Contractor or Contractor's personnel which is adverse to the City; and the listing of services currently being provided or provided within the last four years to any person, corporation, partnership, or other entity that made application to the City for a discretionary land use entitlement or City project.

3. Client References

List a minimum of three (3) references from municipalities or other public sector clients.

4. Cost and Fee Structure

The cost proposal should be submitted on the attached Fee Schedule included as Attachment B. **The Contractor shall also provide a separate rate sheet for additional water quality testing services offered by the Contractor.** Additional water quality testing services are not guaranteed and will be used on an as-needed basis. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

5. Acceptance of or Requested Changes to the City's Standard Agreement

Proposing firm must expressly state their acceptance of the terms of the City's standard agreement or include requested changes and an explanation for each change. Requested changes after the close of the RFP solicitation period will not be considered. The City will not agree to make any modifications to the indemnity and insurance requirements sections. Generally, the City will only consider changes that would be legally required for the City's agreement to comply with federal, state, or local laws and regulations.

6. Acceptance of RFP Addendums

Proposing firm must expressly acknowledge review and acceptance of all addendums to the RFP if any are issued before the close of the RFP solicitation period.

V. EVALUATION CRITERIA

Selection of the successful proposal shall be generally based on the information provided in the proposals and any subsequent interviews, which may be held solely at the option and discretion of the City. At a minimum, proposals will be evaluated based on the following criteria: experience and qualifications; ability to understand and fulfill scope of work; costs; proposal responsiveness and completeness; and other relevant evaluation criteria established by the City.

VI. TERMS AND CONDITIONS

A. Reserved Rights by the City

The rights reserved by the Cities include, but are not limited to, the following:

- Select and recommend for award the firm(s) that best meets the needs of the City.
- Require further documentation or information prior to entering into an agreement.
- Conduct interviews or require oral presentations of any or all Consultants.
- Reject any or all submittals or waive technicality and formalities in submittals, as well as accept submittals in whole or in part, if deemed in the best interest of the City.
- Amend or revoke this RFP. Any modifications, clarification, or additions will be posted on the City's website as an addendum.
- Terminate the RFP process or, in the event a contract has been awarded, the contract, for any firm that is found to have made a material misstatement or misrepresentation or that provided materially inaccurate information to the City.
- Under the City's best value evaluation method, the Consultant with the lowest rates may not necessarily be awarded this contract.

B. Business License

Prior to the start of the Agreement, the selected firm shall obtain a City of Del Mar Business License.

C. Equal Opportunity

The City of Del Mar requires all proposers to comply with equal opportunity policies. Del Mar's programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, sexual orientation, marital status, disability, medical condition, genetic disability, military or veteran status, or political affiliation.

D. Public Information

All materials received relative to this RFP will become public information and be available for public inspection. Any information deemed confidential or proprietary should be clearly identified by the Consultant as such. Companies submitting proposals which contain information deemed to be proprietary, may submit that information separately under closed cover so designated and clearly identified. Pricing information may not be so submitted and is non-privileged.

VII. ATTACHMENTS

- Attachment A – Standard Professional Services Agreement
- Attachment B – Fee Schedule
- Attachment C – Bacteriological Site Sampling Plan 2026

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DEL MAR AND [NAME OF CONSULTANT]
FOR WATER QUALITY TESTING SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this 1st day of July, 2026, by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and [Name of Consultant] (“Consultant”) (collectively “Parties”).

WHEREAS, the City desires to employ a consultant to provide Water Quality Testing Services (“Consulting Services”). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, the City has initially determined that Consultant is qualified by experience and ability to perform the services desired by City, and Consultant is willing to perform such services; and

WHEREAS, Consultant will conduct all the work as described and detailed in this Agreement to be provided to the City.

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

1. CONSULTING SERVICES.

1.1 Scope of Services. The Consultant shall perform the Consulting Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein. Such services shall be provided at the direction of the City.

1.2. Designated Point of Contact. City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services. Prior to the start of services, each Party shall identify for the other a designated point of contact for administration and oversight of the services to be provided under this Agreement, with notification of any change to the point of contact within thirty (30) days.

1.3. City Modification of Scope of Services. City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant’s compensation and/or contract time shall be made, subject to the City’s approval. All such changes shall be authorized in writing, executed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

2. DURATION OF AGREEMENT.

2.1 Term, Time for Performance. This Agreement shall be effective for a period of three (3) years beginning on July 1, 2026, and terminating on July 1, 2029. The agreement may be extended for an additional two (2) year period, upon written approval of both parties. Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

2.2 Delay. Any delay occasioned by causes beyond the control of Consultant may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Consulting Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

2.3 City's Right to Terminate for Default. Should Consultant be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Consultant fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4 City's Right to Terminate without Cause. Without limiting its rights in the event of Consultant's default, City may terminate this Agreement, without cause, by giving written notice to Consultant. Such termination shall be effective upon receipt of the written notice. Consultant shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

3. PERFORMANCE AFTER TERMINATION. Upon termination of this Agreement as provided herein, Consultant shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by Consultant to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by Consultant shall be delivered to the City Manager, upon his request, as property of City.

4. COMPENSATION.

4.1 Total Amount. Compensation to Consultant shall be provided in accordance with the rates described in the Scope of Services contained in **Exhibit "A"** and incorporated herein. Consultant shall bill the City for work provided and shall present a written request for such payment monthly. City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Consultant in advance. Consultant acknowledges that it is not guaranteed any particular amount of work.

4.2 Additional Services. City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be required, Compensation therefore shall be paid to the Consultant in accordance with Scope of Services contained in Exhibit "A." City and Consultant shall agree to the costs prior to commencement of such work.

5. INDEPENDENT CONTRACTOR. Consultant is, for all purposes arising out of this Agreement, an independent contractor. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits,

Consultant being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

6. STATEMENT OF EXPERIENCE. Consultant agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Consultant using the degree of care and skill ordinarily exercised by reputable Consultants practicing in the same field of service in the State of California. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City. Additionally, Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

7. AUDIT OF RECORDS.

7.1 At any time during normal business hours and as often as may be deemed necessary, the Consultant shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. Consultant shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2 The Consultant shall include the City's right to audit under this section in any and all of their subcontracts, and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY. All Consulting services performed by Consultant, including, but not limited to, all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to Consultant, at the time that it was disclosed to Consultant by the City, (b) subsequently becomes publicly known through no act or omission of Consultant or (c) otherwise becomes known to Consultant other than through disclosure by the City. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the City. The sole purpose of this section is to prevent disclosure of City's confidential and proprietary information by Consultant or subcontractors.

9. CONFLICTS OF INTEREST.

9.1 Consultant shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Consultant has a financial interest as defined in Government Code § 87103. Consultant represents that it has no knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

9.2 Consultant shall comply with all of the reporting requirements of the Political Reform Act. The Consultant shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Consultant is subject to a conflict of interest code, if applicable. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

9.3 If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

10. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant under this Agreement shall be considered the property of City. Consultant shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

11. INSURANCE

11.1 Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" and are admitted to do business in the State of California, unless otherwise approved in writing by the City's Risk Manager.

11.2 Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement.

11.3 Types and Amounts Required. Consultant shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

11.3.1 Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2 Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing

coverage at least as broad for bodily injury and property damage for a combined single limit of **\$300,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3 Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

11.3.4 Consulting Liability. Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

11.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the Consultant and must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5 Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1 The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

11.5.2 The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

11.6 Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. DEFENSE AND INDEMNIFICATION.

12.1 Consultant agrees to indemnify, defend (with attorneys approved by City), and hold harmless the City, and its officers, officials, agents and employees (the "Indemnified Parties") from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Consultant, its employees, agents, and subcontractors performance of services

under this Agreement. Consultant's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the City or its elected officials, officers, agents, and employees. Consultant's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

12.2 This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, at its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Consultant provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable.

12.3 Consultant agrees that its duty to defend arises upon an allegation of liability based upon the performance of services under this Agreement by Consultant, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Consultant is liable and that an adjudication of Consultant's liability is not a condition precedent to Consultant's duty to defend.

13. SUBCONTRACTORS.

13.1 The Consultant's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

13.2 All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 11 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

13.3 In any dispute between the Consultant and its subconsultants, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

14. NON-DISCRIMINATION. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship. Consultant agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

15. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

If to City:	If to Consultant
City of Del Mar	_____
City Clerk	_____
1050 Camino del Mar	_____
Del Mar, CA 92014	_____
cityclerk@delmar.ca.us	email

16 ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated or sub-contracted, without the express written consent of the City.

17. RESPONSIBILITY FOR EQUIPMENT. City shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Consultant or any of Consultant's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Consultant by City. The acceptance or use of any such equipment by Consultant, Consultant's employees, or subcontractors shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

18. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

19. COMPLIANCE WITH LAWS. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Consultant shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Consultant to comply with any applicable Laws.

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any subconsultants ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected contractors and consultants to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which

may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

20. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Agreement.

21. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

22. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

23. NO WAIVER. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

24. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

25. DRAFTING AMBIGUITIES. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

27. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

28. EXHIBITS INCORPORATED. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

29. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF DEL MAR,
a municipal corporation

[INSERT CONSULTANT]

By: _____
Ashley Jones, City Manager

By: _____
Name, Title

ATTEST:

Sarah Krietor, Administrative Services
Manager/City Clerk

APPROVED AS TO FORM:

Christina Cameron, City Attorney

ATTACHMENT B- FEE SCHEDULE

Task	Method	# of Samples per Year	Year 1 Unit Prices	Year 1 Subtotal	Year 2 Unit Prices	Year 2 Subtotal	Year 3 Unit Prices	Year 3 Subtotal
A) Potable Water Routine Tests								
Coliform Total (2-5) Colilert (24 hour test)								
Chlorine Residual	SM 4500-CI G	72	\$	\$	\$	\$	\$	\$
Coliform, E.Coli	SM 9223	72	\$	\$	\$	\$	\$	\$
Total Coliform	SM 9223	72	\$	\$	\$	\$	\$	\$
Heterotrophic Plate count (48 hour test)	SM 9215 B	72	\$	\$	\$	\$	\$	\$
General Physical TEST * (First biweekly of each month) <i>*Physical samples are taken at 1050 Camino del Mar, Crest Reservoir, 1700 Coast Blvd, at time of 1st sample of each month</i>								
Color, visual	SM 2120 B	36	\$	\$	\$	\$	\$	\$
Odor	SM 2150 B	36	\$	\$	\$	\$	\$	\$
Turbidity	EPA 180.1	36	\$	\$	\$	\$	\$	\$
SUBTOTAL (A) Year 1:				\$	Year 2:	\$	Year 3:	\$
B) Expected repeat (rush) samples without HPC:								
Coliform Total (2-5) Colilert (18 hour test)								
Chlorine Residual	SM 4500 G	1	\$	\$	\$	\$	\$	\$
Coliform, E.Coli	SM 9223	1	\$	\$	\$	\$	\$	\$
Total Coliform	SM 9223	1	\$	\$	\$	\$	\$	\$
Heterotrophic Plate count (48 hour test) by request only	SM 9215 B	1	\$	\$	\$	\$	\$	\$
SUBTOTAL (B) Year 1:				\$	Year 2:		Year 3:	
TOTAL (A+B) Year 1				\$	Year 2:		Year 3:	

Special Fees (Per Occurrence)

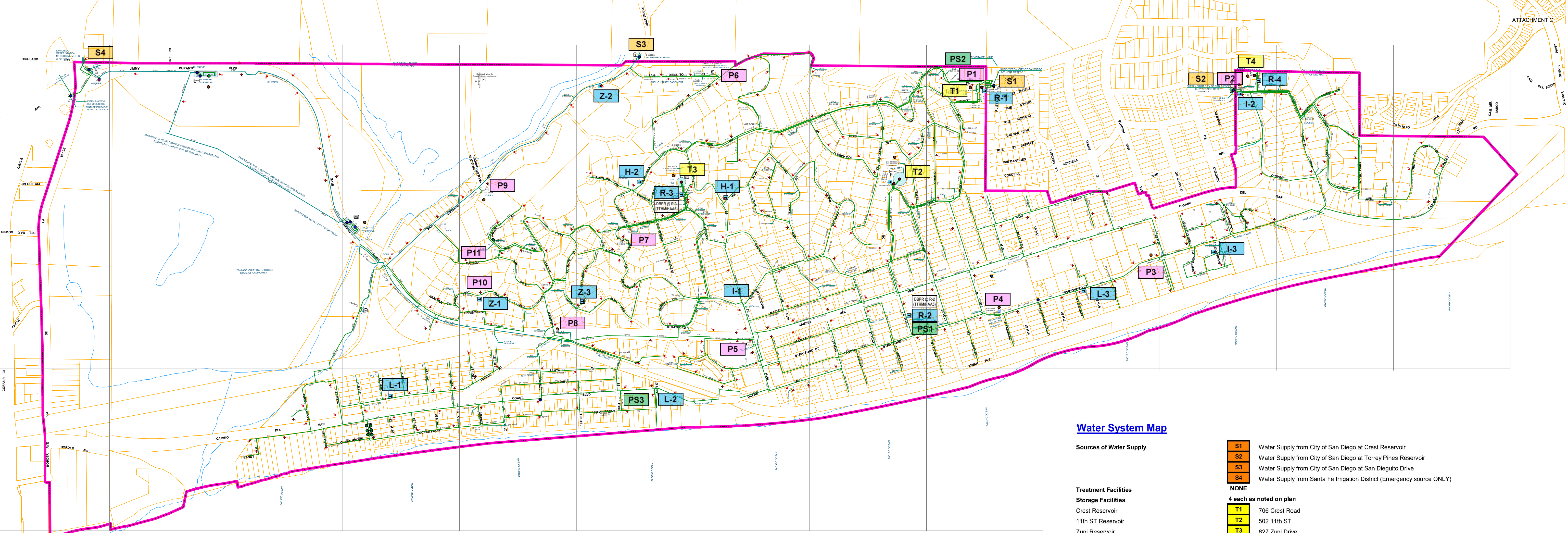
Wait Fee:

One-Time Recall Fee:

2027 Lead and Copper Testing*

Task	# of Samples	Unit Prices	Subtotal
Lead	20	\$	\$
Copper	20	\$	\$
TOTAL			\$

*Lead and copper testing shall be analyzed in accordance with the Lead and Copper Rule (LCR).



Water System Map

Sources of Water Supply

- S1** Water Supply from City of San Diego at Crest Reservoir
- S2** Water Supply from City of San Diego at Torrey Pines Reservoir
- S3** Water Supply from City of San Diego at San Dieguito Drive
- S4** Water Supply from Santa Fe Irrigation District (Emergency source ONLY)

Treatment Facilities

Storage Facilities

- Crest Reservoir
- 11th ST Reservoir
- Zuni Reservoir
- Torrey Pines Reservoir

Dead Ends

Pressure Zones

Booster Stations

- Pressure Reducing Station
- Pressure Reducing Station
- Pressure Reducing Station
- Pressure Reducing Station
- Pressure Relief Valve
- Combination Pressure Relief and Reducing Station
- Pressure Reducing Station
- Pressure Reducing Station
- Pressure Reducing Station
- Pressure Reducing Station
- Pressure Reducing Station
- Pressure Reducing Station

Sampling Stations

- R-1** Crest Reservoir 706 Crest Road
- I-1** Del Mar Plaza, Backflow Valve @ backflow on Luneta Drive at 15th ST
- L-1** 221 26th ST 221 26th ST
- R-2** City Hall (1050 Camino del Mar) 1050 Camino del Mar
- H-1** 15th & Via Alta @ 565 15th ST
- Z-1** 2134 David Way 2134 David Way
- I-2** Ocean View and Pine Needles @120 Ocean View Ave.
- R-3** Zuni Reservoir 627 Zuni Drive
- L-2** Lifeguard Station, backflow valve @1700 Coast Blvd.
- R-4** Torrey Pines Reservoir 487 Pine Needles Drive
- H-2** Serpentine and Primavera @544 Avenida Primavera
- Z-2** San Dieguito Drive at Racetrack View @ 1604 San Dieguito Drive
- I-3** 133 Spinnaker Court 133 Spinnaker Court
- L-3** 155 Sherrie Ln @ 155 Sherrie Lane
- Z-3** Bellaire and Seaview Avenue @ 320 Bellaire Street
- PS1** 11th Street at Camino del Mar (spigot at Annex City Hall)
- PS2** Near Crest Reservoir (Spigot at 715 Crest Rd.)
- PS3** 18th and Coast Blvd. (Spigot at 1742 Coast Blvd.)

Physical Test Sampling Station

(sample taken on every 1st Monday of each month)

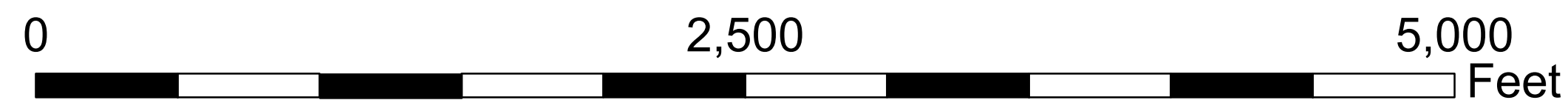
Stage 2 Disinfection Byproduct (TTHM and HAAS) Rule Compliance Monitoring Plan (Quarterly DPBR CMP)

- 11th ST Reservoir via Sample Station at City Hall at 1050 Camino del Mar
- Zuni Reservoir via Sample Station at 627 Zuni Drive

ZONE & RESERVOIR INFORMATION						
No.	ZONE	NAME	CAPACITY (GALS)	FLOOR ELEVATION FEET (M.S.L.)	HIGH WATER ELEVATION FEET M.S.L.	ENGINEERING No.
1	INTERMEDIATE	CREST	750,000	356.0	386.0	E-67-009-29,30,31
2	LOW	11TH ST	2,000,000	231.5	250.0	E-92-004-2,3,4; E-78-008-1,2
3	ZUNI	ZUNI	1,000,000	275.0	292.0	E-90-003-6; E-70-002-1,2,3; E-71-003-1,2
4	INTERMEDIATE	TORREY PINES	250,000	354.0	384.8	E-67-009-32,33,34,35
-	STRATFORD	PRESSURE REDUCER				
-	HIGH	FED BY CITY OF SAN DIEGO				

City of Del Mar

Bacteriological Site Sampling Plan 2026



Source:
City of Del Mar

**WATER QUALITY SAMPLING
STATION SCHEDULE 2026**

2026					2026				
DATE		CYCLE	ID	LOCATION	DATE		CYCLE	ID	LOCATION
1/5/2026	Monday	5	I-3	133 SPINNAKER COURT	7/6/2026	Monday	2	R-2	CITY HALL
			L-3	155 SHERRIE LN				H-1	15TH & VIA ALTA
			Z-3	BELLAIRE AND SEAVIEW				Z-1	2134 DAVID WAY
1/20/2026	Tuesday	1	R-1	CREST RESERVOIR	7/20/2026	Monday	3	I-2	OCEANVIEW & PINE NEEDLES
	Tuesday after Martin L. King, Jr. Day		I-1	DEL MAR PLAZA, BACKFLOW VALVE				R-3	ZUNI RESERVOIR
			L-1	221 26TH STREET				L-2	LIFEGUARD STATION
2/2/2026	Monday	2	R-2	CITY HALL	8/3/2026	Monday	4	R-4	TORREY PINES RESERVOIR
			H-1	15TH & VIA ALTA				H-2	SERPENTINE AND PRIMAVERA
			Z-1	2134 DAVID WAY				Z-2	SAN DIEGUITO DR. AT RACETRACK VIEW
2/17/2026	Tuesday	3	I-2	OCEANVIEW & PINE NEEDLES	8/17/2026	Monday	5	I-3	133 SPINNAKER COURT
	Tuesday after Presidents' Day		R-3	ZUNI RESERVOIR				L-3	155 SHERRIE LN
			L-2	LIFEGUARD STATION				Z-3	BELLAIRE AND SEAVIEW
3/2/2026	Monday	4	R-4	TORREY PINES RESERVOIR	9/8/2026	Tuesday	1	R-1	CREST RESERVOIR
			H-2	SERPENTINE AND PRIMAVERA		Tuesday after Labor Day		I-1	DEL MAR PLAZA, BACKFLOW VALVE
			Z-2	SAN DIEGUITO DR. AT RACETRACK VIEW				L-1	221 26TH STREET
3/16/2026	Monday	5	I-3	133 SPINNAKER COURT	9/21/2026	Monday	2	R-2	CITY HALL
			L-3	155 SHERRIE LN				H-1	15TH & VIA ALTA
			Z-3	BELLAIRE AND SEAVIEW				Z-1	2134 DAVID WAY
4/6/2026	Monday	1	R-1	CREST RESERVOIR	10/5/2026	Monday	3	I-2	OCEANVIEW & PINE NEEDLES
			I-1	DEL MAR PLAZA, BACKFLOW VALVE				R-3	ZUNI RESERVOIR
			L-1	221 26TH STREET				L-2	LIFEGUARD STATION
4/20/2026	Monday	2	R-2	CITY HALL	10/19/2026	Monday	4	R-4	TORREY PINES RESERVOIR
			H-1	15TH & VIA ALTA				H-2	SERPENTINE AND PRIMAVERA
			Z-1	2134 DAVID WAY				Z-2	SAN DIEGUITO DR. AT RACETRACK VIEW
5/4/2026	Monday	3	I-2	OCEANVIEW & PINE NEEDLES	11/2/2026	Monday	5	I-3	133 SPINNAKER COURT
			R-3	ZUNI RESERVOIR				L-3	155 SHERRIE LN
			L-2	LIFEGUARD STATION				Z-3	BELLAIRE AND SEAVIEW
5/18/2026	Monday	4	R-4	TORREY PINES RESERVOIR	11/16/2026	Monday	1	R-1	CREST RESERVOIR
			H-2	SERPENTINE AND PRIMAVERA				I-1	DEL MAR PLAZA, BACKFLOW VALVE
			Z-2	SAN DIEGUITO DR. AT RACETRACK VIEW				L-1	221 26TH STREET
6/1/2026	Monday	5	I-3	133 SPINNAKER COURT	12/7/2026	Monday	2	R-2	CITY HALL
			L-3	155 SHERRIE LN				H-1	15TH & VIA ALTA
			Z-3	BELLAIRE AND SEAVIEW				Z-1	2134 DAVID WAY
6/15/2026	Monday	1	R-1	CREST RESERVOIR	12/21/2026	Monday	3	I-2	OCEANVIEW & PINE NEEDLES
			I-1	DEL MAR PLAZA, BACKFLOW VALVE				R-3	ZUNI RESERVOIR
			L-1	221 26TH STREET				L-2	LIFEGUARD STATION

- 1) The LAB will take routine samples on Mondays of each month as indicated above (except on holidays) then on following day Tuesday.
- 2) Physical samples are taken at 11th & Camino del Mar, Crest Reservoir, and L-2 (near Lifeguard Station) at the time of first sample round of each month.
- 3) Any re-samples are done per bid schedule Resampling Addresses

File Location: <T:\PubWork\MUFFS\900-PUBLIC WORKS\907-WATER SYSTEM\907-1 Water Services, General\WATER QUALITY TESTING CONTRACT\Bid Schedule>

**WATER QUALITY SAMPLING
STATION SCHEDULE 2026**

Sample Station Rotation Plan

CYCLE	ID	LOCATION	ADDRESS	Description of sample point
1	R-1	CREST RESERVOIR	706 Crest Rd.	Cu Spigot
	I-1	DEL MAR PLAZA, BACKFLOW VALVE	@ backflow on Luneta Dr. at 15th St.	Test valve
	L-1	221 26TH STREET	221 26th Street	Cu spigot
2	R-2	CITY HALL	1050 Camino Del Mar	Cu spigot
	H-1	15TH & VIA ALTA	@ 565 15th Street	Cu spigot
	Z-1	2134 DAVID WAY	2134 David Way	Cu spigot
3	I-2	OCEANVIEW & PINE NEEDLES	@ 120 Ocean View Ave.	Cu spigot
	R-3	ZUNI RESERVOIR	627 Zuni Drive	Cu spigot
	L-2	LIFEGUARD STATION	@ 1700 Coast	Cu spigot
4	R-4	TORREY PINES RESERVOIR	487 Pine Needles Drive	Cu spigot
	H-2	SERPENTINE AND PRIMAVERA	@ 544 Avenida Primavera	Cu spigot
	Z-2	SAN DIEGUITO DR. AT RACETRACK VIEW	@1604 San Dieguito Drive	Cu spigot
5	I-3	133 SPINNAKER COURT	133 Spinnaker Court	Cu spigot
	L-3	155 SHERRIE LN	@155 SHERRIE LANE	Cu spigot
	Z-3	BELLAIRE AND SEAVIEW	@320 Bellaire Street	Cu spigot

+ Lab Technician to grab Physical samples, on every 1st Monday of the month (except holidays), as indicated in the sample schedule.

Samples are taken at:

- PS1 11th Street at Camino Del Mar
- PS2 Crest Reservoir
- L-2 Lifeguard Station

- Sample Station at City Hall on 11th Street at 1050 Camino del Mar
- Sample Station at 706 Crest Road
- Sample Station on walkway to Beach Safety Center at 1700 Coast Blvd.

File Location: <T:\PubWork\MUFFS\900-PUBLIC WORKS\907-WATER SYSTEM\907-1 Water Services, General\WATER QUALITY TESTING CONTRACT\Bid Schedule>

ADDRESSES FOR SAMPLING AND RESAMPLING

NUMBER	ID	LOCATION	ADDRESS
1	R-1	CREST RESERVOIR	706 Crest Rd.
1U			City of San Diego Supply Connection
1D			715 Crest Rd.
2	I-1	DEL MAR PLAZA, BACKFLOW VALVE	Backflow on Luneta Drive at 15th Street
2U			462 15th Street
2D			1610 Luneta Dr.
3	L-1	221 26TH STREET	221 26th Street
3U			221 25th Street
3D			223 28th Street
4	R-2	CITY HALL	1050 Camino Del Mar
4U			521 Tewa Street (11th Street reservoir is located between Sample Station of #4 and 4U)
4D			1105 Stratford Ct.
5	H-1	15TH & VIA ALTA	505 15th Street
5U			1367 Via Alta
5D			507 15th Street
6	Z-1	2134 DAVID WAY	2134 David Way
6U			2048 Seaview Avenue
6D			2155 David Way
7	I-2	OCEANVIEW & PINE NEEDLES	120 Ocean View Ave.
7U			City of San Diego Supply Connection
7D			123 Nob Ave (corner of Ocean View)
8	R-3	ZUNI RESERVOIR	Sampling station at 627 Zuni Drive
8U			446 15th Street (Zuni Reservoir is located between Sample Station #8 and 8U)
8D			478 Zuni Drive
9	L-2	LIFEGUARD STATION	1700 Coast Blvd. (at lifeguard station)
9U			Backflow at Seagrove Park (South end by the irrigation timer)
9D			1742 Coast Blvd.
10	R-4	TORREY PINES RESERVOIR	487 Pine Needles Drive
10U			City of San Diego Supply Connection
10D			437 Pine Needles Drive
11	H-2	SERPENTINE AND PRIMAVERA	544 Avenida Primavera
11U			650 Avenida Primavera (corner of 15th)
11D			450 Serpentine Drive (corner with Forest Way)
12	Z-2	SAN DIEGUITO DR. AT RACETRACK VIEW	1604 San Dieguito Drive
12U			1505 San Dieguito Drive (this is only 1 up)
12D			2195 San Dieguito Drive
13	I-3	133 SPINNAKER COURT	133/135 Spinnaker Court
13U			130 Spinnaker Court
13D			125 Spinnaker Court
14	L-3	155 SHERRIE LN	155 6th Street
14U			157 8th Street
14D			526 Stratford Court
15	Z-3	BELLAIRE AND SEAVIEW	320 Bellaire Street
			376 Bellaire Street (Call [REDACTED] first at [REDACTED] (cell) or [REDACTED])
15U			[REDACTED]
15D			1912 Seaview Avenue (corner of Balboa & Culebra)

U= Upstream; D= Downstream; SS=Sample Station

File Location: <T:\PubWork\MUFFS\900-PUBLIC WORKS\907-WATER SYSTEM\907-1 Water Services, General\WATER QUALITY TESTING CONTRACT\Bid Schedule>