



**Dublin San Ramon
Services District**

Water, wastewater, recycled water

7051 Dublin Blvd.
Dublin, CA 94568
(925) 828-0515
www.dsrsd.com

***REQUEST FOR PROPOSALS
Consulting Services
for Overhead Rates and Miscellaneous Fees Study***

April 1, 2026

**Prepared by:
Finance Department
Thinh Lucero, Financial Analyst**

Proposals due by 4:00 p.m. on April 27, 2026

**DUBLIN SAN RAMON SERVICES DISTRICT
PROPOSAL FOR
CONSULTING SERVICES FOR OVERHEAD RATES AND MISC. FEES STUDY**

INTRODUCTION

Dublin San Ramon Services District (DSRSD) is requesting proposals from qualified consulting firms to assist with the preparation of overhead rates and miscellaneous fees study. The selected Consultant will be responsible for first, developing a comprehensive Cost Allocation Plan that accurately accounts for the full cost of providing various services within the District, second, conducting a comprehensive fee study for miscellaneous services. The outcomes of this study are (1) a defensible, transparent and easy to understand Cost Allocation Plan, with overhead rates and (2) the District’s miscellaneous fee schedules. The overhead rates will be utilized to establish billing rates for District programs, projects, grants, and miscellaneous services, so that full costs are allocated consistently and can be recovered where permissible.

RFP timeline

- RFP Issued 4/1/2026
- Deadline to submit questions by 12 PM (Noon) 4/15/2026
- RFP closes 4/27/2026
- Proposal review and ranking 4/28/2026
- Interviews and award of contract week of 5/4/2026
- Contract term begins Upon signing

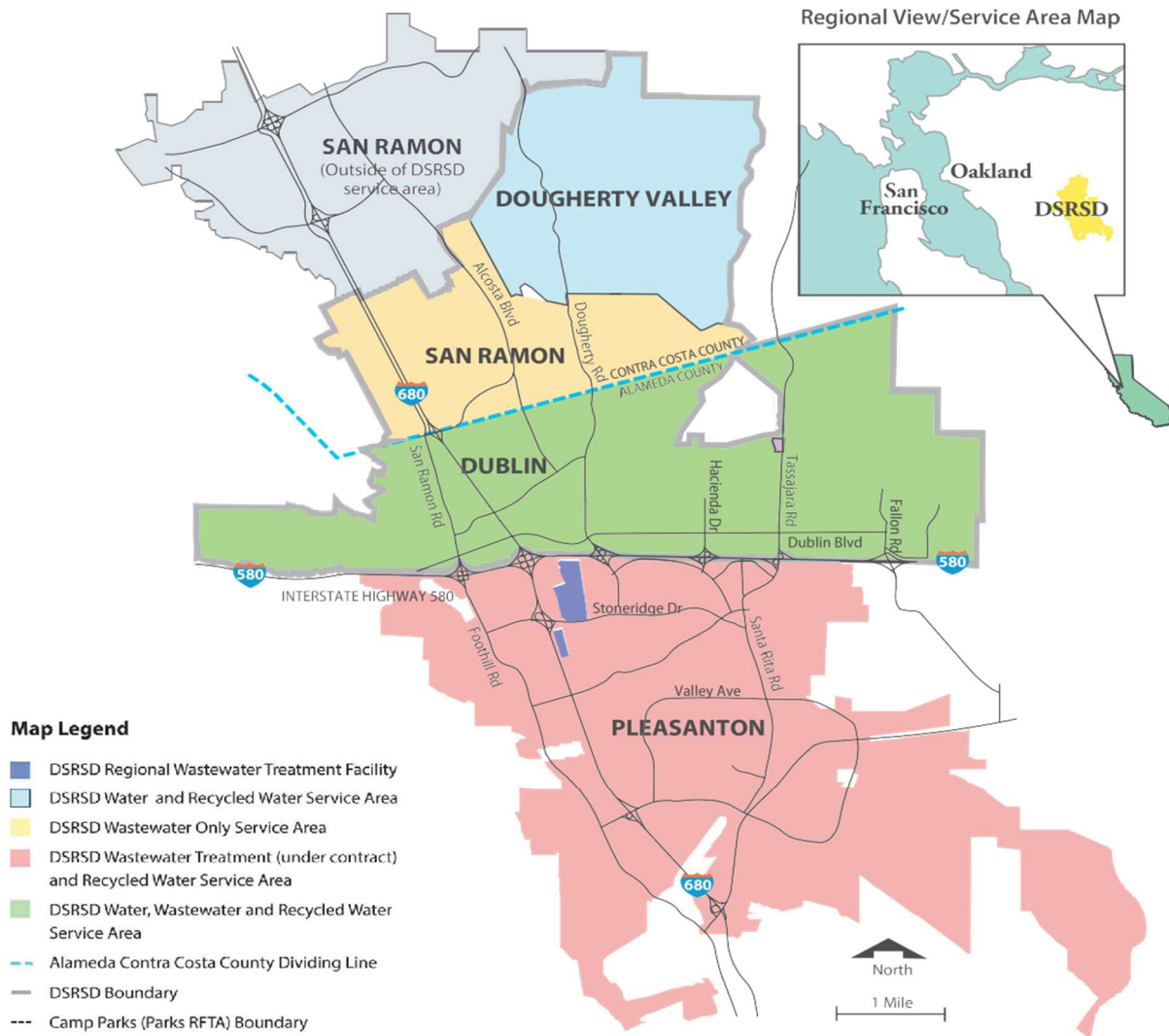
The District will accept proposals submitted by email to Think (T) Lucero, Financial Analyst at tlucero@dsrsd.com.

Proposers should direct all questions regarding the Request for Proposal in writing by email to Think Lucero, Financial Analyst, at tlucero@dsrsd.com by 4:00 PM Wednesday April 15,2026 to allow sufficient time for the District to issue and distribute an addendum if deemed necessary. Addendums will be sent by email and publish District website so that all parties who received the Request for Proposals will also receive the addendum.

BACKGROUND

The District provides water and wastewater service to approximately 192,000 people within the Tri-Valley, which is part of the East Bay region of the San Francisco Bay Area. A map of the District’s service area is shown below. The City of Dublin, located approximately 35 miles east of San Francisco and 35 miles north of San Jose, comprises the largest part of the service area. The service area also includes two portions of the City of San Ramon: the original “Village”, which is located to the north of Dublin, and the newer Dougherty Valley, located northeast of Dublin. By contract, the District provides wastewater treatment services for the City of Pleasanton, located south of Dublin.

DUBLIN SAN RAMON SERVICES DISTRICT PROPOSAL FOR CONSULTING SERVICES FOR OVERHEAD RATES AND MISC. FEES STUDY



DSRSD employs 142 full-time equivalents (FTEs) and is organized into five departments: the Office of the General Manager, Operations, Engineering, Finance, and Administrative Services. For Fiscal Year (FY) 2026, the District’s budget includes \$91.3 million in operating expenses and \$45.6 million in capital investments. The District’s annual financial reports and adopted operating budgets are publicly available at <https://www.drsrd.com/About-Us/Financial-Information/Financial-Documents>

The District maintains various administrative, customer service, engineering, industrial waste, and laboratory analysis fees and charges that are paid by customers receiving the benefit. These fees and charges are typically reviewed and updated biennially to ensure that they reflect the costs of providing the service and that ratepayers are not subsidizing services that they do not receive. Miscellaneous fees were last updated in April 2024, with the adopted fees becoming effective July 1, 2024. They were subsequently adjusted by the appropriate Consumer Price Index on January 1, 2025, and January 1, 2026. Current Miscellaneous fees are

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publicly available at <https://www.dsrds.com/About-Us/Financial-Information/Rates-Fees/Miscellaneous-Fees>

GENERAL TERMS AND CONDITIONS

1. Notice is hereby given that the Dublin San Ramon Services District, Alameda County, California, will receive proposals for **CONSULTING SERVICES FOR OVERHEAD RATES AND MISCELLANEOUS FEES STUDY**.
2. Each proposal shall be submitted prior to 4:00 PM Wednesday April 27, 2026. Please send proposals to Thinh (T) Lucero, Financial Analyst at tlucero@dsrds.com. It is the Proposer's responsibility to ensure that proposals are received prior to the 4:00 PM proposal closing time. **LATE PROPOSALS WILL NOT BE ACCEPTED!**
3. Each proposal shall be in accordance with the conditions and specifications of this Request for Proposal including all related attachments thereto.
4. All blanks in specifications must be filled in or the proposal will be considered unresponsive.
5. All prices must be typed or written in ink. Mistakes may be crossed out and corrections inserted adjacent, but the correction must be initialed in ink by the person signing the proposal. Corrections must be noted, re-submitted, and received prior to 4:00 PM Wednesday April 27, 2026.
6. Any claim of error by a Proposer must be made before the time of opening of the proposal submission; otherwise, it shall be deemed waived.
7. Any deviation from the attached specifications or substitution of services or materials must be clearly indicated. Complete detailed specifications must accompany any substitutions so specified.
8. The District reserves the right to reject any and all proposals on any basis deemed in the best interest of the District. Any changes, omissions, or variations in specifications or conditions of proposals may be considered cause of rejection.
9. No Proposer may withdraw his or her proposal for a period of sixty (60) days after the date set for the opening thereof.
10. The proposer, by submitting their proposal, agrees to save, defend, keep, bear harmless, and fully indemnify the said District and any of its officers, officials, agents, employees, or volunteers from all damages, claims for damages, costs, or expenses, whether in law

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or in equity, that may at any time arise or be set up for an infringement of the patent rights, copyrights, or trade-marks of any person or persons in consequence of the use by said District, or by any of its officers, officials, agents, employees, or volunteers or articles to be supplied under this proposal.

11. An Agreement will be awarded to the proposer whose proposal represents the Best Value to the Dublin San Ramon Services District. Pursuant to District Purchasing Code Chapter 7.40, the determination of which proposal represents the Best Value shall be based upon, but not limited to, the following considerations:
 - a. Cost;
 - b. The ability, capacity, and skill of the contractor to perform the contract or provide the services or equipment required;
 - c. The ability of the contractor to provide the services or equipment promptly or within the time specified without delay or interference;
 - d. The character, integrity, reputation, judgment experience, and efficiency of the contractor;
 - e. The quality of the contractor's performance on previous contracts with the District.

12. Any questions regarding this proposal may be directed to Think Lucero, Financial Analyst at tlucero@dsrsd.com and a response will be given in a timely manner. All questions must be submitted by email no later than 12 PM (Noon) on Wednesday April 15, 2026 in order for all questions to be received and responses given.

13. Proposer's attention is directed to the Sample Agreement (Attachment I) for all terms and conditions of the work along with insurance requirements. It is highly recommended that proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent proposer fails to comply strictly with the insurance requirements, that proposer may be disqualified from award of the Contract.

REQUIRED PROPOSAL CONTENT

The proposal shall be submitted in the following format with all the requested information and documentation. Failure to provide all the required information and documentation will cause the proposal to be non-responsive.

1. EXPERIENCE AND QUALIFICATIONS

Describe the experience of the firm, and of the individuals who will work on the project including names and titles. For each team member include their qualifications, experience, and length of time with the firm.

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2. WORK PLAN

Describe the firm's approach to fulfilling the Scope of Services (Attachment II) to be performed and the overall method for management of overall project costs, schedule, quality assurance/quality control, and a time schedule for the completion of the project.

3. MANPOWER ALLOCATION AND COST PROPOSAL

Provide an estimate of the required personnel hours by task and job title/classification, based on the scope of work. Include a summary of the total anticipated consulting hours, the hourly rate schedule for each classification, and a total not-to-exceed cost. The not-to-exceed amount should incorporate all ancillary expenses, including travel, necessary to complete the scope of work.

4. REFERENCES

Provide at a minimum of three references for projects of similar size and scope, including name, address, and contact person, email and phone number.
(Attachment III - References Form)

5. LEGAL ISSUES AND DISCLOSURES

Provide details of any past or pending litigation, or claims filed against your firm, principals of the firm, or each of your key staff, related to services to be performed for public agencies, or in actions that may affect its performance under contract with the District.

Provide information of whether your firm, or any principal of the firm has been, or currently is, the subject of any investigation by the County, State, and/or Federal agencies within the past five years. If so, identify the agency, contact person, and the nature of the said investigation.

6. SIGNED ACKNOWLEDGEMENT FORM

By signing the Acknowledgement form, the proposer affirms reviewing the District's Professional Services Agreement. (Attachment IV)

ATTACHMENT I SAMPLE AGREEMENT

MASTER AGREEMENT for CONSULTING SERVICES WITH Name of Consulting Firm

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California (“District”) and [company name goes here](#) (“Consultant”), [company street address, city, state, zip, phone number go here](#);

WHEREAS, District requires professional ([type of service](#)) consulting services; and

WHEREAS, Consultant’s principals are duly licensed [type of professional](#) in the State of California and Consultant represents that it is experienced in performing, and uniquely qualified to perform, the professional [type of service](#) consulting services; and

WHEREAS, District desires to engage Consultant for such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES.** Consultant shall perform assignments in accordance with the terms and conditions of this Agreement and written Task Orders issued from time to time by District to Consultant and accepted by Consultant. Each such Task Order shall include, but not be limited to: (i) a description of the services to be performed by Consultant, and the key personnel to be assigned by Consultant to the performance of the specific Task (who shall not be replaced without the prior written approval of the District, which shall not be unreasonably withheld); (ii) the time of performance for providing such services; (iii) maximum compensation payable for providing such services, provided that such compensation shall be payable pursuant to Paragraph 2 hereof unless otherwise expressly provided in the Task Order; (iv) District’s source of funding; and (v) such other provisions as the parties deem appropriate or necessary to accomplish the purpose of the Task Order. To the extent not expressly modified by Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each Task Order.

Consultant is expressly authorized to continue, complete, and shall be compensated by District for all work authorized, approved and performed, prior to the effective date of this Agreement, under any prior agreement(s) or any Task Orders issued by the District pursuant thereto.

2. **COMPENSATION.** District shall compensate Consultant for all services performed by Consultant pursuant to Paragraph 1 in an amount equal to Consultant’s hourly rates of charge for Consultant’s personnel times the number of hours, or portions thereof, of services correspondingly performed by said personnel. Said rates of charge are set forth in Exhibit “A” hereof, attached hereto, and by reference incorporated herein. Said rates may be adjusted, from time to time, upon written approval of the District.

District shall reimburse Consultant for other expenses directly incurred in performing

services hereunder, if any, described in Exhibit "A."

Compensation and reimbursement of expenses shall be payable by District within thirty (30) days upon receipt of billing by Consultant. Billing by Consultant to District shall not be more often than monthly for services corresponding to each Task Order. The billing shall include an itemized statement briefly describing the services rendered and costs incurred and the authorized amount remaining.

3. RECORDS. Consultant shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by Consultant hereunder. Said records shall be available to District for review and copying during regular business hours at Consultant's place of business, or as otherwise agreed upon by the parties.

4. NON-ASSIGNABILITY. Consultant shall not subcontract, assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this agreement or any Task Order issued hereunder in any manner, without the express prior written consent of District, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant, upon District's written consent, from employing such independent consultants, associates, and subcontractors as may be necessary to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

5. STATUS. In the performance of services hereunder, Consultant shall be, and is, an independent contractor, and shall not be deemed to be an employee or agent of District. All services provided pursuant to this Agreement shall be authorized by Task Order issued by the District's General Manager or his or her designated representative and signed by the Consultant.

6. PERIOD OF SERVICE. Unless extended by Task Order, this Master Agreement shall expire on _____, 20_____.

7. PERFORMANCE STANDARDS. In performing services hereunder, Consultant shall adhere to the standards generally prevailing for the performance of expert technical and consulting services similar to those to be performed by Consultant hereunder, shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care. All drawings and specifications requiring certification by a Professional Engineer shall bear the stamp and signature of a registered engineer in the State of California.

Any costs incurred by the District (including but not limited to additional design costs, construction costs, and construction management costs, to the extent that any such costs are recoverable under California law) and used to correct deficiencies caused by Consultant's negligent errors and omissions or willful misconduct shall be borne solely by the Consultant.

The District is relying upon the Consultant's qualifications concerning the services furnished hereunder and, therefore, the fact that the District has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

8. TERMINATION. Either party may terminate this Agreement without cause by giving the other party written notice thereof not less than sixty (60) days in advance of the effective date of termination, which date shall be included in said notice.

In the event of such termination, District shall compensate Consultant for services rendered to the date of termination, as the case may be, calculated in accordance with the provisions of Paragraph 2. In ascertaining services actually rendered to the date of termination, consideration shall be given both to work completed and work in process of completion. Nothing herein contained shall be deemed a limitation upon the exercise of the right of District to terminate this Agreement for cause, or otherwise to exercise such legal or equitable rights, and to seek such remedies as may accrue to District, or to authorize Consultant to terminate this Agreement for cause.

9. TITLE TO, POSSESSION OF, AND RELIANCE UPON DOCUMENTS. All documents, work products, plans, specifications, negatives, drawings, computer disks, electronic tapes, renderings, data reports, files, estimates and other such papers, information and materials (collectively, "materials"), or copies thereof (except proprietary computer software purchased or developed by Consultant) obtained or prepared by Consultant pursuant to the terms of this Agreement, shall become the property of District. District and Consultant shall, from time to time pursuant to Task Orders, specify which materials Consultant shall deliver to District ("Deliverables"). Deliverables are intended to, and may, be relied upon by District, or others designated by District, where appropriate, for those purposes for which District requested their preparation, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to the California Environmental Quality Act ("CEQA") or the National Environmental Policy Act ("NEPA") or similar statutes. Consultant will not be responsible for use of Deliverables, or portions thereof, for any purpose other than those specified in the preceding sentence.

Materials not delivered to District ("Non-Deliverables") shall be retained by Consultant, but Consultant shall provide District access to such Non-Deliverables at all reasonable times upon District's request. District may make and retain copies of all Non-Deliverables, at District's expense, for information and reference. Unless otherwise specified in writing by Consultant, use thereof for any purpose other than the purpose for which the Non-Deliverables were prepared, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to CEQA or NEPA or similar statutes, shall be at the user's sole risk.

10. COMPLIANCE WITH LAWS. In performance of this Agreement, Consultant shall exercise due professional care in compliance with all applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure all permits, certificates, and licenses necessary to allow Consultant to perform the Services specified herein. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to

Consultant under a Task Order.

Consultant shall comply at all times with California Occupational Safety and Health Act ("OSHA") regulations regarding necessary safety equipment or procedures and shall take all necessary precautions for safe operation of its work, and the protection of its personnel and the public from injury and damage from such work.

11. NON-DISCLOSURE OF PROPRIETARY INFORMATION. Consultant shall consider and treat all drawings, reports, studies, design calculations, specifications, and other documents and information provided to Consultant by District in furtherance of this Agreement to be the District's proprietary information, unless said information is available from public sources other than District. Consultant shall not publish or disclose District's proprietary information for any purpose other than in the performance of services hereunder without the prior written authorization of District or in response to legal process. Nothing herein contained shall be deemed to abrogate compliance with the California Public Records Act (Government Code Section 6250, et seq.); provided that District shall determine and advise Consultant which documents, if any, are required to be disclosed under said Act.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement, and any Task Orders issued hereunder, 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 by the Consultant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*

D. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

B. **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

C. **Umbrella or Excess Policy:** The Consultant may use Umbrella or Excess Policies to provide liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

D. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

E. **Waiver of Subrogation:** Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

F. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

G. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

H. Claims Made Policies: If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

iii. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

I. Verification of Coverage: Consultant shall furnish the District with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

J. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

K. Special Risks or Circumstances: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. INDEMNIFICATION. Consultant shall hold harmless, indemnify and defend District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents (collectively, "Indemnitees") from and against all claims for liability, losses, damages, expenses, costs (including, without limitation, costs and fees of litigation) of every nature, kind and description, which may be brought against or suffered or sustained by Indemnitees, to the extent caused in whole or in part by the negligence, intentional tortuous acts or omissions, or willful misconduct of Consultant, its officers, employees or agents, in the performance of any services or work pursuant to this Agreement or any Task Order issued hereunder, excepting therefrom such liability, losses, or damage which was solely caused by the willful misconduct of Indemnitees. Consultant's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to

require Consultant to indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.

A. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination, which includes a finding that there was no negligence on the part of Consultant, its officers, employees or agents, District shall refund to Consultant all defense costs, judgments and/or amounts paid by Consultant on behalf of Indemnitees.

B. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination which includes a finding as to the respective negligence of Consultant, its officers, employees or agents and any Indemnitees(s), then District shall be responsible to pay that portion of the judgment attributed to Indemnities(s), and shall refund to Consultant a pro rata share of any defense costs expended on behalf of Indemnitees.

C. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is finally resolved by any other means than those stated in Paragraphs 13(a) and 13(b), or in the event Consultant fails to provide a defense to Indemnitees, Consultant and District shall meet and confer in an attempt to reach a mutual agreement regarding the apportionment of costs (including attorneys' fees), judgments and/or amounts paid by Consultant and/or Indemnitees. In the event Consultant and District are unable to reach agreement regarding such an apportionment, said dispute shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date a demand for arbitration is submitted. The arbitration panel shall award the prevailing party its costs (including attorneys' fees) incurred in the arbitration.

D. Notwithstanding anything in this Section 13 to the contrary, Consultant shall not be liable for consequential or special damages pursuant to this Agreement or any Task Order hereunder, unless a final judicial determination is made, which includes a finding that the liability, losses, or damage were solely caused by the willful misconduct of Consultant, its officers, employees, or agents.

14. COVENANT AGAINST CONTINGENCY FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fees, gifts or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability or at District's discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fees, gifts or contingent fee.

15. ECONOMIC DISCLOSURE. Upon District's determination that the services provided through this Agreement involve making, or participation in making, decisions which may foreseeably have a material effect on a financial interest, Consultant and/or any

of its employees identified by District shall prepare and file an Economic Disclosure Statement(s) consistent with District's local conflict of interest code and the Political Reform Act.

16. PARAGRAPH HEADINGS. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of any such paragraph and shall not be construed to change the meaning thereof.

17. WAIVER. A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18. SURVIVABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

19. INTEGRATION AND MODIFICATION. This Agreement, together with the Compensation Schedule setting forth Consultant's rates and charges and compensable expenses, attached hereto as Exhibit "A," is adopted by District and Consultant as a complete and exclusive statement of the terms of this Agreement between District and Consultant, except to the extent revised and/or implemented through issuance of Task Orders hereunder. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant, whether written or oral; *provided, however, that Consultant is expressly authorized to continue, complete, and be fully compensated by District for all work authorized, approved and begun, prior to the effective date of this Agreement, according to the terms of said agreement and/or any Task Orders issued by the District pursuant thereto.*

20. AMENDMENTS. This Agreement may be amended or supplemented by the parties by written agreement approved and executed in the same manner as this Agreement.

21. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the respective successors, executors, administrators, assigns, and legal representatives to the parties.

22. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

23. DISPUTE RESOLUTION. The parties agree to first submit any dispute arising out of or in connection with this Agreement to a mutually acceptable professional mediator and to negotiate in good faith toward an agreement with respect to the dispute. Either party within 30 days of providing written notice may initiate mediation. Either party within 60 days of having participated in the first mediation session may provide notice of termination

of mediation and thereafter proceed with whatever remedies it may choose in law or in equity.

24. NOTICES. All notices to be given hereunder shall be written, and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To District: General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

To Consultant: President or Officer to sign agreement
President/title of signing officer
Company name
Company street address
Company city, state, zip

25. ELECTRONIC SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written.

DUBLIN SAN RAMON SERVICES DISTRICT, a public agency

By _____
Jan R. Lee, General Manager

Attest:

Nicole Genzale, District Secretary

Consultant
(COMPANY, INC.)

President or Officer to sign agreement
President/title of signing officer

Exhibit A
to Master Agreement for Consulting Services
Consultant Billing Rates

**** Use this form IF NEEDED to determine if consultant needs to file an Economic Disclosure as discussed in paragraph 15 of the agreement. Do not attach this blank form to the agreement - this is NOT AN EXHIBIT to the agreement.**

**DUBLIN SAN RAMON SERVICES DISTRICT
DETERMINATION OF CONFLICT OF INTEREST REPORTING**

Consultant Name (include name of specific person doing work).

Task Order Title/Number.

Brief Description of work to be done, or final product, and how it will be used.

Is the Consultant performing work of a type and/or nature that could or would otherwise be done by a designated employee in your Department identified in the DSRSD Conflict of Interest Code? If YES, please identify the title for the designated employee: [Title of designated employee]

Completed by Department Head:

_____ **[Type here the name of Department Head]**

_____ **Date**

Disclosure Determination:

None Category 1 Category 2 Category 3 Category 4

Name and address of each individual subject to reporting requirements:

Comments:

Signature: _____ Date: _____

General Manager

This guidance is derived from Fair Political Practices Commission publication entitled, *Can I Vote? An Overview of a Public Officials' Obligations Under the Political Reform Act's Conflict-of-Interest Rules* and is available on the FPPC's website at www.fppc.ca.gov/library/CanIVote7-05.pdf.

**DUBLIN SAN RAMON SERVICES DISTRICT
PROPOSAL FOR
CONSULTING SERVICES FOR OVERHEAD RATES AND MISC. FEES STUDY**

ATTACHMENT II SCOPE OF WORK

OBJECTIVES

1. Document methodology, defined cost categories and pools, allocation bases aligned with best practices, uniform guidance 2 CFR Part 200 and regulatory compliance.
2. Build an updatable cost allocation plan that calculates overhead rates by position, and/or division as needed.
3. Produce guidance to integrate the overhead rates into the District's ERP system to charge operating departments, capital projects and other agencies appropriately for the full cost of services.
4. Propose a revised District miscellaneous fee schedule, including administrative, customer service, engineering, industrial waste, and laboratory analysis fees; ensuring full cost recovery and regulatory compliance.

SCOPE OF WORK

Consultant shall provide all necessary labor, equipment, vehicles, tools, support materials, and travel to provide the following services:

A. Cost Allocation Plan

1. Independently review the District's existing cost allocation plan, the Excel cost model and supporting documentation, to assess accuracy, completeness, and methodology. Identify improvements that enhance clarity, usability, and defensibility
2. Work with staff to refine project scope, goals, and expectations.
3. Update or create a new, updatable Excel cost allocation model, that is flexible and can support the following:
 - Adding/removing direct and indirect costs
 - Annual updates as organization/costs change
 - Future/hypothetical scenarios and ad-hoc analyses
 - Streamlined data collection for ongoing updates
4. Incorporate approved refinements, recalculate all cost components (nonproductive time, fringe benefits, divisional overhead, general administrative overhead, vehicles)
5. Recommend an overhead methodology that can be implemented in Tyler Munis (DSRSD's Enterprise Resource Planning system) modules, without requiring custom development, unless explicitly approved by the District.
6. If ERP system is unable to distinguish fringe from salary in the total compensation charges for given job classifications, for overhead calculations, the Consultant shall:
 - a. Provide alternative calculation methods
 - b. Recommend practical system workarounds (e.g., pre-calculated labor multipliers)
 - c. Ensure the final methodology remains compliant with cost recovery standards and audit requirements

**DUBLIN SAN RAMON SERVICES DISTRICT
PROPOSAL FOR
CONSULTING SERVICES FOR OVERHEAD RATES AND MISC. FEES STUDY**

7. Prepare a concise technical report summarizing findings, recommendations, and updated overhead rates
8. Deliverables shall include:
 - a. PowerPoint presentation for project kick-off meeting
 - b. Meeting minutes for all meetings
 - c. Recommended overhead rates
 - d. Draft and final report of cost allocation plan and overhead rates
 - e. PowerPoint presentation for Board to receive cost allocation plan and overhead rates

B. Comprehensive Miscellaneous Fee Study

Evaluate all District miscellaneous service fees to ensure reasonable cost-to-fee relationships, compliance, and completeness.

1. Work with staff to refine project scope, goals, and expectations.
2. Conduct interviews and/or review current fee schedules, processes, and operations.
3. Identify total cost of services following all legal/statutory fee requirements.
4. Compare costs to current fees and analyze cost-recovery levels and fee methodologies.
5. Benchmark against neighboring and similar jurisdictions
6. Recommend new fees and revenue opportunities (including services currently without fees), and obsolete or redundant fees.
7. Recommend updated fee levels, subsidy policies and inflation adjustments
8. Prepare a concise technical report summarizing findings, recommendations, and updated miscellaneous fees
9. Deliverables shall include:
 - a. A comprehensive fee report including: Existing vs proposed fees, Cost recovery percentages, Revenue impacts, Benchmarking results
 - b. An editable Excel fee model allowing additions, revisions, and future updates

C. Applicable to both components

1. Conduct project kickoff meeting; evaluating assumptions, inputs, and model structure
2. Participate in staff meetings, presentations, and refinement of deliverables.
3. Provide fully editable electronic files for all models and reports.
4. Support staff with understanding, maintaining, and updating the models.
5. Be available for Board of Directors presentations and meetings.
6. Maintain compliance with all applicable laws, confidentiality rules, and professional standards.

D. Staff Training

The Consultant shall provide comprehensive training and educational support to ensure District staff can independently maintain, update, and apply the overhead rates, cost allocation model, and miscellaneous fee model after project completion.

**DUBLIN SAN RAMON SERVICES DISTRICT
PROPOSAL FOR
CONSULTING SERVICES FOR OVERHEAD RATES AND MISC. FEES STUDY**

PROJECT TIMELINE

1. Draft report must be completed no later than September 29, 2026
2. Final Report and PowerPoint for Board of Directors presentations must be completed and delivered to District no later than October 13, 2026
3. All tasks must be complete by December 1, 2026

**DUBLIN SAN RAMON SERVICES DISTRICT
PROPOSAL FOR
CONSULTING SERVICES FOR OVERHEAD RATES AND MISC. FEES STUDY**

ATTACHMENT III REFERENCES

Proposer shall provide a minimum of three (3) verifiable references	
REFERENCE #1	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
REFERENCE #2	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
REFERENCE #3	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	

**DUBLIN SAN RAMON SERVICES DISTRICT
PROPOSAL FOR
CONSULTING SERVICES FOR OVERHEAD RATES AND MISC. FEES STUDY**

ATTACHMENT IV ACKNOWLEDGEMENT FORM

The undersigned proposer declares that he/she has carefully examined the Sample Agreement and agrees to furnish CONSULTANT SERVICE FOR OVERHEAD RATES AND MISCELLANEOUS FEES STUDY to the Dublin San Ramon Services District. The undersigned further declares that this proposal is made according to the provisions and under the terms of the "Notice to Proposers" which document is made a part of this proposal.

Date _____

COMPANY NAME	
STREET ADDRESS	
CITY, STATE ZIP CODE	
MAILING ADDRESS (IF DIFFERENT)	
CITY, STATE ZIP CODE	
PHONE	
PRIMARY CONTACT NAME & TITLE	
PHONE #	
EMAIL	
AUTHORIZED SIGNER & TITLE (EXECUTION OF CONTRACT)	
PHONE #	
EMAIL	

Authorized Signature of Proposer:

***** Proposals must be received by email by 4:00 p.m., April 27, 2026*****