Dublin San Ramon Services District
Water, wastewater, recycled water

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

REQUEST FOR PROPOSALS

Financial Advisory Services

Thursday, July 16, 2026

Prepared by:
Finance Department
Jayden Sangha, Finance Director

***Proposals due by 4:00 p.m. on Friday, August 14, 2026**

Objective

Dublin San Ramon Services District (District) is seeking proposals from firms wishing to serve as the District's Financial Advisor. The District is seeking a firm to have an on-going engagement with the District to provide a range of financial consultation services in relation to its debt portfolio management, credit rating assessment, debt issuance or refinancing activities.

The selected Financial Advisor shall comply with all applicable federal, state, and municipal conflict-of-interest laws, including MSRB Rule G-42, the Political Reform Act, and Government Code section 1090, and shall act at all times in the best interests of the District. Consistent with District policy, the Financial Advisor shall be prohibited from serving in any underwriting or broker-dealer capacity for the District during the term of this engagement or within six months of its conclusion, and shall not engage in any activity that results in a direct or indirect financial gain beyond the compensation authorized under the agreement. The firm must disclose any actual, potential, or perceived conflicts of interest at the time of proposal submittal and throughout the duration of the contract. The Financial Advisor shall certify that no financial, organizational, or personal relationships exist that would impair its independence or objectivity, and must promptly notify the District of any conflict that arises during the engagement.

RFP timeline

• RFP issued	Thursday July 16, 2026
• Deadline to submit questions by 12 PM (Noon)	Friday July 31, 2026
• RFP closes	Friday August 14, 2026
• Proposal review and ranking	Week of August 18, 2026
• Interviews and award of contract	Week of August 24, 2026
• Contract term begins	Upon signing

Background

Dublin San Ramon Services District was founded in 1953 and provides water and recycled water to the City of Dublin and Dougherty Valley; wastewater collection and treatment services to the City of Dublin and southern San Ramon; and by contract sewage treatment for the City of Pleasanton. Sewerage services consist of wastewater collection, treatment, and disposal to San Francisco Bay. The District owns, operates, and maintains the Regional Wastewater Treatment Facility located in Pleasanton, California and the wastewater collection system located in Dublin and parts of San Ramon.

The District has a five-member Board of Directors and a General Manager. The members of the Board are elected at-large and serve staggered four-year terms. The District serves a population of approximately 171,000 customers, including: domestic/residential, commercial, industrial, and institutional customers. Fiscal year (FY) for the District begins on July 1st and ends on June 30th.

For FY 2026, the District's budget includes $91.3 million in operating expenses and $45.6 million in capital investments. Additional details on the District and its finances are available at https://www.dsrsd.com/About-Us/Financial-Information

The District participates in two joint powers authorities (JPA): the Livermore - Amador Valley Water Management Agency (LAVWMA) and the Dublin San Ramon Services District - East Bay Municipal Utility District Recycled Water Authority (DERWA).

As of fiscal year end 2025, the District outstanding debts are

Primary Agency	Type	Amount Outstanding	Related Rate/Fee	Ownership
Dublin San Ramon Services District	2017 Water Revenue Refunding Bonds 4%-6% fixed	$30,370,000	Water Rates	100%
LAVWMA	2021 LAVWMA Sewer Refunding Bonds 4% due 8/1/2031	$40,585,000	Wastewater Rates and Capacity Reserves Fees	39%
DERWA	2006 State Water Resource Loan 2.5%, due 7/25/2025	$632,787	Water Rates	49%

Recognizing the critical importance of financial planning and controls, the District has developed comprehensive financial policies based on industry's best practices. The policies guide long-term planning and ensure that financial decisions are analyzed and applied in a consistent manner. The Board of Directors reviews and approves all financial policies.

District finance and other policies are available online at https://www.dsrsd.com/About-Us/About-the-District/District-Policies#PolicyFinance. Finance policies, which are listed in section 400, include**:**

- Apportioning Planning Costs
- Budget Accountability
- Capital Assets
- Capital Financing and Debt Management
- Consolidated Water Enterprise Fund
- Discontinuation of Residential Water Service for Nonpayment
- Financial Reserves
- Investment

- Project Cost Allocation
- Rate Policies and Guidelines
- Surplus Personal Property
- Utility Billing Leak Adjustments

Scope of Services

The Financial Advisor will report to the Finance Director and will work closely with District staff throughout the process. District staff will rely on the guidance of the selected Financial Advisor as the subject matter expert for various financial areas related to debt evaluation, district's credit rating assessment, debt issuance and/or refunding. The firm selected as Financial Advisor will be required to have the capabilities to perform the following duties:

1. Debt Management Services

Propose strategies for managing the District's current and future debt, including analyzing the District's outstanding debt and debt structure, and designing alternative structures that may provide greater flexibility and financial benefit to the District.

2. Debt Issuance–Related Services

Advise and support the District in evaluating refinancing instruments and in coordinating the financing team, including bond counsel, underwriters, and ratings analysts. Responsibilities include negotiating related contracts, defining team tasks and schedules, structuring the financing, preparing the offering statement, and ensuring the overall performance and deliverables of the financing team.

3. Financial Planning

Review the District's long-range financial plans and recommend improvements. Ensure financial capacity and coverage for anticipated debt issuances and obligations, including preparing financial assumptions to be used in the next Cost of Service (Rate) Study and Capacity Reserve Fee Study.

4. Other Financing Support

When necessary, assist the District with the issuance of bonds. Support staff in developing and managing project plans to complete financings in a timely and effective manner, including assisting with the selection of underwriters, development of financing terms and documents, and providing analysis and recommendations.

5. Other Services

Assist and advise in the development of presentations to rating agencies, underwriters, and the District Board of Directors. Perform other financial analyses or studies, coordinate with debt holders and financial institutions, and carry out additional assignments as directed by the District.

Proposal Requirements

Interested firms shall submit a proposal which exhibits and substantiates extensive knowledge of and experience providing the above scope of services to Special District clients.

Section One: Transmittal Letter

- All proposals shall be accompanied by a transmittal letter addressed to Mr. Jayden Sangha, Finance Director, and signed by an officer responsible for committing the firm's resources:
  - Provide the name of the proposing firm with the name, address, telephone and facsimile numbers, and email addresses of the proposed lead and backup Financial Advisors.
  - Provide an Executive Summary of your proposal.
  - Provide a certification stating that:
    - All information submitted in your proposal is true and correct.
    - Acknowledge that you have read and understand the subject Request for Proposal (RFP).
    - The person signing the proposal has the full authority to do so on behalf of the firm.

Section Two: Financial Advisor Experience

- Provide a brief description of the firm, including its history, size, geographic focus, structure of firm ownership (e.g., publicly held corporation, partnership, etc.) and any parents, affiliates, or subsidiaries of the firm. Discuss any recent changes in ownership, management, or staffing, or such changes that are expected to be executed within the next year, if any.
- Indicate whether your firm is registered with the Securities and Exchange Commission and/or the Department of Corporations as an Investment Advisor (NASO Series 65), and provide your firm's IARD/CRD number.
- Describe the types of financial advisor services your firm has provided to California Special District clients in the last three years, not limiting your discussion to debt issuance-related work.
- As an exhibit to the proposal, provide resumes of the proposed lead and back-up financial advisor and their respective office locations, including their direct involvement providing services to Special District clients in the last three years. Experience of the proposed lead and/or back-up financial advisor with another firm other than the proposing firm will be considered.
- Describe your firm's other available resources that would be available to assist the lead and backup financial advisors in performing the above scope of work.

- Describe your firm's approach to this assignment based on the scope of services listed above.

Section Three: Legal Proceedings

Respond to the following questions regarding legal proceedings in connection with any offering of municipal securities:

- Are there pending any legal actions alleging violations of law in connection with an offering of municipal securities against the firm, any partner of the firm, or any employee of the firm? Describe each such pending action.
- Have there been any settlements or judgments involving such actions within the last five years? Describe each such settlement or judgment, including the nature of the action and the amount of recovery.
- Are there pending any legal or disciplinary matters involving such actions against the firm, any partner of the firm, or any employee of the firm by any state or federal regulatory agency? Describe each such action.
- In addition, include any information about any criminal indictments or convictions against the firm or its employees where the charges involved an offering of municipal securities, and any material pending legal action, settlement, or judgment involving a claim of fraud, whether civil or criminal.

Section Four: Fee Proposal

- Propose the fees to be charged by your firm for each type of financial advisor service your firm is including in your proposal.
- Identify which fees are on a not-to-exceed basis.
- Identify which fees are at a flat rate.
- Identify which fees are on a negotiated basis per assignment, and if applicable, the range of a fee within which negotiations would take place.
- Describe any condition attached to a proposed fee, or any fee that would be payable on a contingent basis.
- State which costs are included in the proposed fees and which costs are reasonable reimbursable expenses.
- Identify hourly rates for the lead financial advisor, back-up financial advisor, and other employees who would be involved in providing services.
- Identify any other fees.

Section Five: References

Use Attachment II - References Form to provide at least three references from California Special District issuers for which the lead financial advisor being proposed by your firm has provided financial advisor services in the last three years.

Proposal Submittal Procedures

Submission options:

Interested firms can submit their proposal to Sara Tom, Management Analyst I.

By email: tom@dsrsd.com
By Mail or in person between the hours of 8:00 a.m. and 4:00 p.m.
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, California 94568-3018

Due Date

All proposals are due by 4:00 p.m. on Friday, August 14, 2026. Late delivery of proposals for any reason may result in disqualification from consideration.

Evaluation

The firm's submittal will be evaluated in accordance with the criteria outlined in the section entitled Proposal Requirements. Submittals will be evaluated for specificity, completeness, qualifications of personnel, demonstrated knowledge, and experience providing the breadth and depth of services contemplated to be required by the District as described in the section entitled Scope of Services. Based on evaluation of the proposals, the most qualified firm(s) may be invited to interview with the District.

The District reserves the right to cancel this solicitation without liability to the firms responding to this request for proposals. The District also reserves the right to reject any and all proposals received and to waive irregularities.

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.

Questions

Inquiries regarding this Request for Proposals (RFP) shall be made in writing to Sara Tom, Management Analyst I, via email only at tom@dsrsd.com.

If modifications or clarifications to this RFP are necessary, a written addendum will be posted to the website, and proposers will be notified via email.

Attachment I

DSRSD 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 appropriates 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 Dat*e 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. <u>COVENANT AGAINST CONTINGENCY FEES</u>. 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. <u>ECONOMIC DISCLOSURE</u>. 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

Attachment II

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	