

Application for Services

DUBLIN SAN RAMON SERVICES DISTRICT ENGINEERING DEPARTMENT

7051 Dublin Blvd. ♦ Dublin, CA 94568 ♦ Phone (925) 551-7230 ♦ FAX (925) 829-1180 ♦ www.dsrdsd.com

Project Type: Private Property Improvements
 Work to be dedicated to the District

Services Requested: Sanitary Sewer
 Potable Water
 Recycled Water¹

Applicant

Name:	Title:
Company:	
Address:	
City/State/Zip	
Phone:	FAX:

Property Owner

Name:	
Company:	
Address:	
City/State/Zip:	
Phone:	FAX:

Engineer

Name:	
Company:	
Address:	
City/State/Zip:	
Phone:	FAX:

Project Information

Residential Commercial Industrial Institutional

Project Title: _____

Project Description: _____

Estimated Start Date of
Schedule: Construction: _____ Occupancy: _____

1) **Residential** Dublin San Ramon
Tract(s) _____ No. of Units: Single-Family _____
Block(s) _____ Multi-Family _____
Lot(s) _____ Condominium _____
2nd Dwelling Unit _____
Total _____

2) **Commercial/Industrial/Institutional** Dublin San Ramon
Address: _____

Parcel(s): _____
Number of Buildings: _____ Total Area (Sq. Ft.): _____

Acknowledgement of Service Request

- By signing this application, the applicant certifies that the applicant is an authorized representative of the property owner for the project under which this application is made.
- The applicant has read, understands, and shall conform to the attached DSRSD General Terms and Conditions for Application for Services.
- All DSRSD fees and rates are subject to change. The applicant shall be responsible for obtaining up-to-date fees and rates.
- Preliminary plans showing existing and proposed potable water, and/or recycled water, and/or wastewater sewer facilities for the project shall be furnished with this application.
- Submittal and acceptance of application does not guarantee issuance of permits. Only upon payment of all required fees, approval of plans, and submittal of proper insurance documentation and required securities shall permits be issued.
- All work shall comply with the Standard Procedures, Specifications, and Drawings of Dublin San Ramon Services District.

Applicant Signature

Date

Received by DSRSD ENGINEERING DEPARTMENT

Date

¹Applicants for recycled water service must complete the Recycled Water Service – Application/Supplemental Information form (Attached).

RECYCLED WATER SERVICE – APPLICATION/SUPPLEMENTAL INFORMATION

Date: _____ Facility Name: _____
 Location or Brief Description: _____
 Number of recycled water meters on-site: _____
 Recycled Water Meter(s) Locations (cross streets, etc.): _____
 Will potable water also be used on-site? _____ If so, please provide information about the use(s).

Owner: _____
 Contact Name: _____ On-Site Supervisor: _____
 Address: _____ Address: _____
 City: _____ City: _____
 State/Zip: _____ State/Zip: _____
 Phone: _____ Phone: _____
 E-mail address: _____ E-mail address: _____

Landscape Company: _____ Contact Name: _____
 Address: _____
 Phone: _____ E-mail address: _____
 Expected date to commence recycled water service (Month/Year): _____

Estimated Water Requirements

	<u>Area (Acres)</u>	<u>Average Demand (AF/YR)</u>	<u>Peak Demand (GPM)</u>
<u>Landscape Irrigation Type</u>			
Home Owners Association:	_____	_____	_____
Park/Open Space:	_____	_____	_____
Street/Median:	_____	_____	_____
School:	_____	_____	_____
Commercial:	_____	_____	_____

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, and accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or disconnection of recycled water service.”

By signing the application below, I agree to conform to DSRSD requirements for recycled water use at the proposed site.

 Signature of Owner/Representative

 Date

GENERAL TERMS AND CONDITIONS FOR APPLICATION OF SERVICES

1. Applicable Code, Standards, and Guidelines. The applicant and its authorized agents and representatives shall comply with the general terms and conditions set forth in Title 3, *Application for Services*, of the District Code. The applicant shall conform to the District's *Standard Procedures, Specifications and Drawings for the Design and Installation of Potable Water, Recycled Water, and Wastewater Facilities*, as amended from time to time by the District Engineer. If the applicant requests recycled water service, the applicant shall also conform to the District's *Recycled Water Use Guidelines and Requirements*, as amended from time to time by the District Engineer.

2. Fees and Charges. The applicant shall pay fees and charges in accordance with Title 3, Chapter 7, *Fees and Charges*, of the District Code, including capacity reserve fees, project planning and review fees, inspection fees, meter assembly fees, and other miscellaneous fees, to cover Dublin San Ramon Services District (District) cost associated with the applicant's project. The aforementioned fees are nonrefundable. Time of payment shall be in accordance with Section 3.70.080 of the District Code.

3. Capacity Required. Prior to connection to District facilities, applicants shall obtain from the District sufficient water and/or wastewater capacity rights, as determined by the District Engineer, for the property upon which they have proposed a development. Capacity rights provide the property the right to obtain service from and use of the District's water and wastewater systems. Allocation of capacity for water and/or wastewater service to a property shall be issued through a certificate of capacity rights. No certificate of capacity rights shall be issued until the applicant has paid capacity reserve fees (formerly known as connection fees) and the District Engineer has approved the application.

If additional demands will be, or have been placed, on District services in excess of that granted under an existing certificate of capacity rights as a result of the expansion of any building or structure or an intensification of use, the applicant shall obtain additional water and/or wastewater capacity rights from the District. The applicant shall pay required capacity reserve fees and obtain another certificate of capacity rights.

4. Certificate of Capacity Rights Issuance/Expiration. Upon payment of capacity reserve fees, the District shall issue a Certificate of Capacity Rights allocating water and/or wastewater capacity for applicant's project. The Certificate of Capacity Rights is subject to the provisions of Title 3, Chapter 6, *Service Capacity Allocation*, of the District Code. The Certificate of Capacity Rights and rights associated therewith shall expire three (3) years after the date of issuance, unless a District facilities construction permit has been issued, and either (i) an authorized connection has been made to District facilities within said period, if a building permit is not required by the city or county having jurisdiction; or (ii) building permits are obtained and building structures, for which all or a substantial portion (as determined by the District Engineer) of the certificate of capacity rights is issued, are constructed and connected to District facilities within said period.

Notwithstanding the preceding paragraph, if changes have been made to the project upon which the District based its determination of capacity rights, or if changes have been made to affect the amount of capacity needed for the property upon which the property was proposed, as determined by the District Engineer, the Certificate of Capacity Rights shall be modified and capacity reserve fees shall be adjusted.

5. Provision of Water and/or Wastewater Service. The applicant is responsible for installing its connection to District facilities at the location selected by the District and at the elevation selected by the District. Service will be granted only where all necessary infrastructure has been accepted as substantially complete by District staff. Infrastructure will be accepted as substantially complete by the District only after it has been properly designed, installed, tested, and fully made operational. Water and wastewater facilities to be dedicated to the District for operation and maintenance shall be conveyed to the District at no cost to the District, along with required property interest.

6. Design of Water and/or Wastewater Facilities. The applicant and its engineer is responsible for the design of water/or wastewater facilities that will serve the applicant's proposed project. All design work for water and wastewater facilities shall be conducted in strict compliance with the *Standard Specifications* and the *Recycled Water Use Guidelines*. All design plans, specifications, reports, and other associated documents shall be prepared by a civil engineer registered in the State of California, or by a subordinate employee under the direction of such a civil engineer. The District Engineer may approve plans upon determination that the applicant has satisfactorily complied with the District's master plan studies, *Standard Specifications* and/or the *Recycled Water Use Guidelines*, and other pertinent design requirements. District Engineer approval of plans does not relieve the applicant's engineer of the responsibility to (1) adhere to the standards generally prevailing for the performance of expert professional engineering services, (2) exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances, and, (3) meet all requirements of the District.

7. Property Rights Requirements. If potable water, recycled water, sewer or any combination of these facilities to be constructed by the applicant, for dedication to the District, are located outside the limits of the public right-of-way of a city street, then applicant or owner (if other than applicant) shall make an irrevocable offer of dedication to the District of a potable water, recycled water and/or sewer line easement. Such an offer is made at no cost to the District and shall be in a manner and

form acceptable to the District. Easements shall be identified on improvement drawings and dedicated to the District on a parcel map or final map, or by separate instrument, which includes a description and plat survey completed by a registered land surveyor. In those cases where access to proposed District facilities may be required across adjacent property, the applicant agrees to obtain and deliver to the District all easements or other property interest necessary for securing the District's access from adjacent property owners. Easements or other property interests delivered to the District pursuant to this paragraph shall be provided with subordination from any senior lien or encumbrance in a form acceptable to the District prior to the District's acceptance of facilities constructed pursuant to the permit.

8. Construction Permits. The applicant shall obtain a construction permit pursuant to Title 3, Chapter 5 of the District Code prior to construction of infrastructure to be connected to District facilities. Connection to the mains owned and operated by the District shall be made only under a construction permit and at points and in a manner approved by the District Engineer. No connection will be made without approval of the District Engineer. Connection of a water service or side sewer, or any portion of thereof, to the District's systems shall be made by the applicant and at the applicant's expense.

a. *District Facilities Construction Permit.* The applicant shall obtain a District Facilities Construction Permit prior to the construction of any potable water, recycled water, and/or wastewater facilities that are proposed to be connected to District facilities, or proposed to be dedicated as District facilities and connected to District facilities.

b. *Limited Construction Permit.* The applicant shall obtain a Limited Construction Permit prior to installation, repair, or construction of customer facilities proposed to be connected, or already connected, to District facilities. The applicant shall submit proof of liability insurance in an amount set by the District and on a form satisfactory to the District Engineer. The applicant's contractor shall submit appropriate, current contractor's license for the work proposed.

9. Bonds and Other Security. Prior to issuance of a construction permit, the Applicant shall furnish to the District, and file with the District Engineer, security in compliance with Section 3.50.030, *Bonds and Other Security*, of the District Code ("Security") securing the faithful and timely performance by Permittee of all work to be dedicated to the District per submitted plans; the amount of said Security shall be 100% of the cost of the work. The aforementioned Securities shall include, in addition to the face amounts, a guarantee of the payment of any reasonable expenses and fees, including reasonable attorneys' fees, incurred by the District in the event of successful enforcement of such Securities.

10. Insurance. Through the term of a construction permit, the Applicant shall maintain in full force and effect, at its own expense and risk, a general comprehensive liability insurance policy. The Applicant shall furnish to the District evidence of such an insurance policy by filing copies of the declaration or information page, the certificate of insurance for such insurance policy, and endorsement by insuring company. Such insurance policy shall name the District, its Board, officers, agents and employees, as insured or additional insured and shall indemnify the District and said persons against liability for loss or damage for bodily injury, including death and property damage occasioned by the operation of the Permittee or its contractor or sub-contractors under work, and shall be in the minimum limits of \$1,000,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death arising out of any one occurrence and property damage limits of not less than \$1,000,000 arising out of any one occurrence. The insurance policy mentioned herein shall contain a provision that the District shall receive an unconditional notice in writing thirty (30) days in advance of an insurer's intention to cancel or to materially change the terms of said insurance policy. If such insurance policy covers the Permittee, other entity or person in addition to the District, such insurance policy shall contain the standard form of cross liability or severability of interest endorsement and shall also be evidenced on the insurance certificate. Such insurance policy mentioned herein shall be primary to any other valid and collectable insurance policy available to the District.

11. Right of Entry for Inspection. The District Engineer and the officers and agents of the District shall have unrestricted access at reasonable hours to all premises to which the District provides services to inspect the water and/or wastewater facilities, meter or other measuring apparatus and to see that the rules and regulations of the District regarding the installation of water and/or wastewater facilities, and taking, use or waste of water, and the discharge of wastewater are being observed.

12. Recycled Water Use License. If the applicant requires recycled water for its project site, the applicant shall apply for a recycled water use license prior to approval of recycled water irrigation system plans and installation of recycled water meter(s).

13. Indemnification. The applicant shall protect, indemnify and hold harmless the District, its Board, officers, agents and employees, from any and all liability, losses, damages, claims, causes of action or actions arising out of any accident, occurrence or incident resulting from, or alleged to have resulted from, work by the applicant, or the failure to perform or the negligent performance of any contractual responsibility of the applicant, including those contractual responsibilities mandated by this application, or any negligent action of the applicant undertaken by the applicant as a result of, or in furtherance of work or other responsibility of the applicant. The applicant shall also protect, indemnify and hold harmless the above parties for any liability or allegations thereof for the use of any patent or patented article by the applicant in their work. This duty to defend and hold harmless shall include the responsibility to provide legal representation, the selection of which shall be at the discretion of the District.