

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: Address: City: State/Zip: Phone: E-mail address: On-Site Supervisor: Address: City: State/Zip: Phone: E-mail address:

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

Estimated Water Requirements

Table with 3 columns: Area (Acres), Average Demand (AF/YR), Peak Demand (GPM). Rows include Landscape Irrigation Type: 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

*Please submit this application within 5 days to Dublin San Ramon Services District, 7399 Johnson Drive, Pleasanton, CA 94588, Attention: Clean Water Section, unless specific date has been assigned.

March 2005

DUBLIN SAN RAMON SERVICES DISTRICT
GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PERMITS

For work to be dedicated to the District

1. Permittee agrees to pay appropriate fees to cover inspection, plan check, connection and all other pertinent Dublin San Ramon Services District (District) fees. The aforementioned fees are nonrefundable. All such fees shall be forfeited three (3) years from the issuance date of Permit if no construction or connection pursuant thereto is performed or made and (i) a building permit for construction of improvements on the land to be served by any water/sewer/recycled water lines and appurtenances and/or connection hereinabove described is not required by the City or County having jurisdiction therefore; or (ii) such building permit is so required, but has not been obtained within a three (3) year period.

2. Permittee agrees to furnish to the District, and file with the District Engineer, security in compliance with Section 6.2.03 and/or 7.2.06 of the District Code of Ordinances (“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 to 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.

3. Permittee agrees to 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 Permittee, or the failure to perform or the negligent performance of any contractual responsibility of the Permittee, including those contractual responsibilities mandated by this application, or any negligent action of the Permittee undertaken by the Permittee as a result of, or in furtherance of work or other responsibility of the Permittee. Permittee 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 Permittee in their work. This duty to defend and hold harmless shall include the responsibility to provide legal representation, the selection of which shall be the discretion of the District.

4. Permittee agrees to obtain and maintain in full force, and effect during the term of the permit, at its own expense and risk, a general comprehensive liability insurance policy, and further must agree to furnish evidence of such an insurance policy by filing copies of the declaration or information page, and the certificate of insurance for such insurance policy with the District Engineer, which declaration page or information page and certificate shall be accompanied by such endorsements as may be necessary to show compliance with all of the requirements of this paragraph. 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.

5. Permittee agrees that if, within a period of one (1) year after the final acceptance by the District Board of Directors of the work to be dedicated to the District by the Permittee, any part or all of such work fails to fulfill any of the requirements of this permit, or the plans referred to herein, Permittee will, upon receipt of a request in writing from the District, without delay and without any cost to the District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of such work. Should Permittee fail to act promptly to make such repair, replacement or reconstruction or otherwise not act in accordance with this requirement to repair, replace or reconstruct, or should the exigencies of the case require repair, replacement or reconstruction to be made before Permittee can be notified, the District may, at its option, make the necessary repair, replacement or reconstruction and the Permittee shall pay the District the actual cost of such repair plus fifteen (15%) percent.

6. Permittee agrees, as a condition precedent to the acceptance of any part of the work to be dedicated to the District by the Permittee to furnish and file with the District Engineer a good and sufficient Security the amount of said Security to be (10%) percent of the cost of the work to secure the Permittee's compliance with the provisions of paragraph 5 hereof.

7. Permittee warrants that all work to be dedicated to the District by the Permittee shall be free and clear of all liens, security interests or encumbrances; and the Permittee agrees as a condition precedent to the acceptance of such work, that the title to such work shall vest in the District in fee simple absolute and be free and clear of all liens, security interests or encumbrances.

8. If potable water, recycled water, sewer or any combination of these facilities to be constructed by the Permittee, for dedication to the District, are located outside the limits of the public right-of-way of a city street, then Permittee or Owner (if other than Permittee) agrees to make an irrevocable offer of dedication to DSRSD 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 DSRSD on a tract 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 Permittee 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.