

**ORCHARD MESA SANITATION DISTRICT
SEWER LINE EXTENSION APPLICATION
2013**

DATE: _____

EXTENSION NO.: _____

SUBDIVISION: _____

Please complete this application and submit to Orchard Mesa Sanitation District,
240 - 27 $\frac{1}{4}$ Road, Grand Junction, Colorado 81503, along with the requested documents.

Name of Property Owner

Name of Representative

Mailing Address

Mailing Address

Telephone Number

Telephone Number

Common location of property: _____

Description of proposed sanitary sewer extension: _____

Estimated total cost: _____

Commencement and completion dates of construction: _____

Number of taps to be served: _____

Submittals required: (1) a plat of the property to be served by the extension; (2) engineering design and specifications; and (3) processing deposit fee of \$2,500.00.

APPROVED BY DISTRICT: _____ Date _____

SIGNATURE OF APPLICANT: _____ Date _____

The following information shall be provided at the time of Initial Acceptance of the Extension:

Cost of Sewer Mains:	_____
Cost of Private Service Lines (from tap to end of line):	_____
Cost per Front Foot of Sewer Main:	_____
Date Installation Completed:	_____
Date of Initial Acceptance:	_____
Expiration Date (5 years):	_____
Date of Final Acceptance:	_____
Number of Taps Served on Date of Acceptance:	_____

The foregoing is accepted by the owner and the District.

OWNER:

ORCHARD MESA SANITATION DISTRICT:

By _____

By _____

LINE EXTENSION PROCEDURE

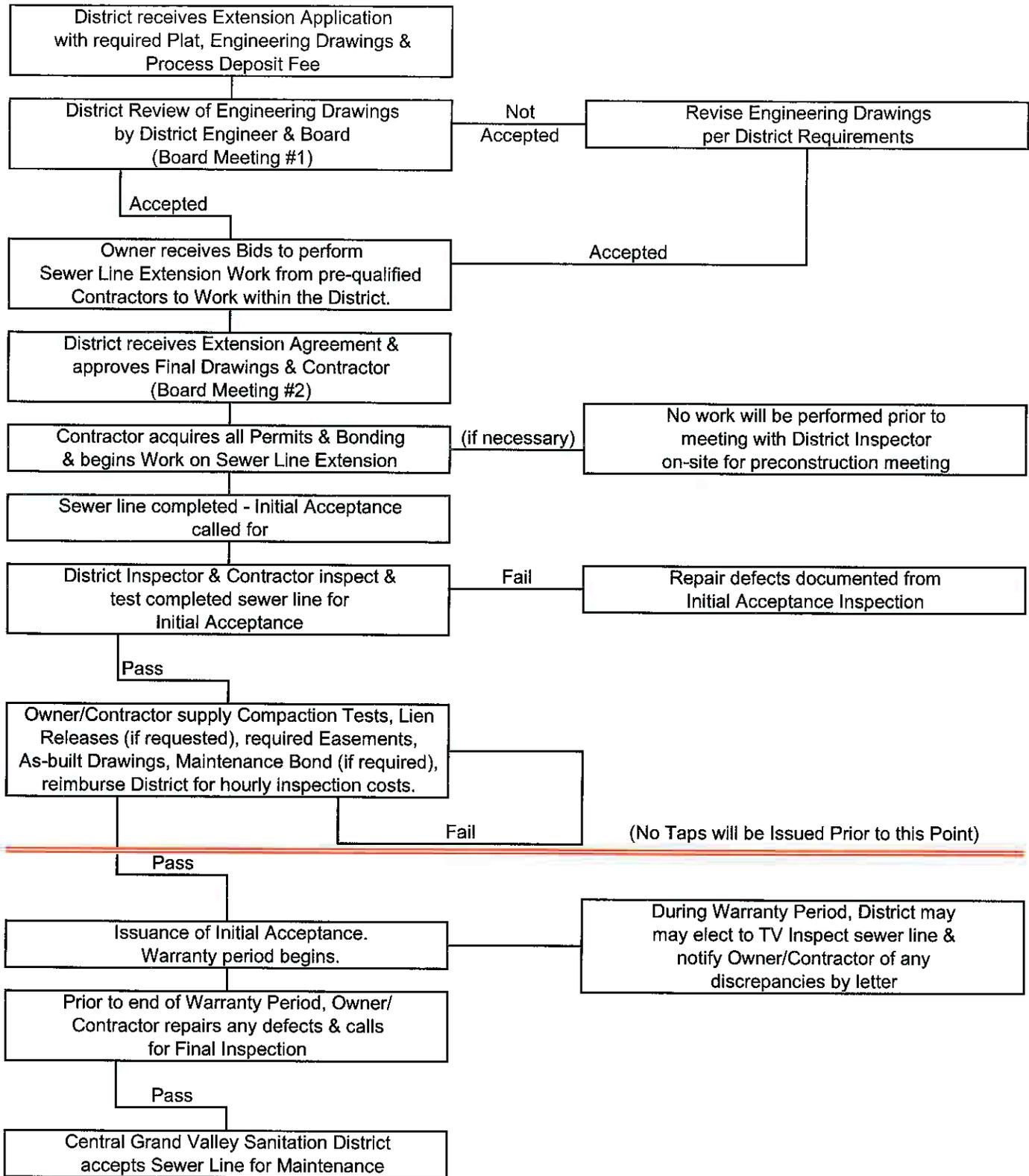
The property owner, or his representative, must submit a Sewer Line Extension Application to the Board along with the required submittals and the processing deposit fee. The Application will be reviewed by the District Engineer and the Board for compliance. If the Application is approved by the Board, the Applicant must obtain bids from Contractors qualified to work within the District.

The bid for construction must show the total construction amount. These bids must be submitted to the District for review and approval. The District will approve all qualified Contractors and all responsible bids and the Owner may select the Contractor of its choice from those so approved.

The District reserves the right to consider the qualifications and experience of all Contractors and to reject the applicant's Contractor if it is determined that the Contractor is not qualified to perform the work. The District may request such evidence as it deems necessary to demonstrate the Contractor's qualifications to perform the work.

Upon selection of the Contractor, the Owner shall submit a copy of the signed contract to the District and the Owner shall enter into a contract with the District for the extension of the sewer line. A form of the District's Public Sanitary Sewer System Extension Agreement is attached to this Application. Upon execution of the District's Extension Agreement by Owner and the District, and upon approval of the final design, the Owner may begin Construction, all in accordance with the terms of the District's Extension Agreement.

**PROCEDURES TO BE FOLLOWED BY DEVELOPER/CONTRACTOR
FROM EXTENSION APPLICATION/AGREEMENT TO
FINAL JOB ACCEPTANCE
ORCHARD MESA SANITATION DISTRICT**



ORCHARD MESA SANITATION DISTRICT
Public Sanitary Sewer System Extension Agreement
2013

Date: _____ Extension No.: _____
Owner: _____ Subdivision: _____
Address: _____ Location: _____
Phone No.: _____ Contractor: _____
Representative: _____ Total Extension Contract Price: _____

In consideration of the mutual covenants herein contained and the authorization from the Orchard Mesa Sanitation District ("District") for the above-named Owner, its heirs, successors and assigns, to construct and install a sanitary sewer system line extension ("Extension") under and along the public rights-of-way and/or easements of the District, all pursuant to the provisions herein, the parties agree:

1. The Extension shall be connected to the existing District sewer system at the sewer main location designated by the District, at the sole expense of the Owner, and using such materials and construction methods as are approved by the District. All construction shall conform to the most current edition of the SANITARY SEWER STANDARDS AND SPECIFICATIONS OF THE DISTRICT and the City of Grand Junction.

2. The District has accepted the above-named Contractor for the construction of the Extension for a total Extension Contract price of \$_____. All construction shall be done in strict accordance with the provisions of the Extension Contract between Owner (Developer) and Contractor. Any material deviation or change orders from the Extension Contract must be approved in writing, in advance by the District.

3. If construction will result in a street cut and if required by Mesa County or the City of Grand Junction regulations, the Owner or Contractor shall obtain a street excavation permit and all street and excavation construction shall be done in accordance with the appropriate regulations. The Owner or its Contractor shall produce evidence of proper bonding and licensing to comply with such regulations.

4. All easements required for the construction, installation and maintenance of the Extension shall be obtained by the Owner at its sole cost and expense, prior to the commencement of any construction of the Extension. The location and size of all easements shall be determined by the District. All such easements shall be deeded to the District and the Owner shall provide title insurance naming the District as the insured under the policy.

5. For proposed developments that will be constructed in separate phases, or developments with individual filing numbers and construction time periods, a separate Sewer Line Extension Application and Agreement shall be submitted to the District with the applicable

application processing fee for each phase or filing of said developments. An overall development plan, or conceptual plan showing the proposed phasing will be required prior to approval of the first phase or filing. A final as-built composite of all phases or filings will be required prior to Initial Acceptance of the final phase or filing.

Once sewer lines for a specific phase are constructed, the Owner shall be required to finalize the extension within 2 years of the date of the Extension Agreement. This includes complying with all requirements identified in paragraphs 6, 7, and 8 herein, in order for the District to issue Initial Acceptance of the sewer line extension. If Owner fails to comply with the terms necessary for the District to issue its Initial Acceptance within the time frame specified herein, the District shall have the unconditional right to enter onto the Owners property and remove all improvements related to the sewer line extension. All costs incurred by the District to remove the sewer line and appurtenances shall be reimbursed to the District by the Owner. In the event the District decides to enforce this clause of the Agreement, the District will notify the Owner in writing of the District's intent to remove the sewer line extension. Owner's address identified for service in this extension agreement shall be used for said written notification.

6. Immediately upon completion of the Extension, the Owner shall file with the District an application for Initial Acceptance along with a certified statement of all costs and a preliminary red-lined set of as-built drawings. Final inspection and testing of the Extension for the issuance of Initial Acceptance will take place only after roadways are brought to sub-base grade, all utilities (water, gas, electric, etc.) are installed and after the roadway has been paved and manhole rings and covers are at finished grade. All manholes and sewer lines will be clean and free of debris, and all of the District Engineer's comments addressed. The Owner or his representative will be responsible for notifying the District's Engineer and scheduling a time for final inspection and testing. Testing shall include:

- A. Pressure testing of the entire Extension including stubbed lines from manholes. Pressure testing will comply with District specifications for length of line, size and type of pipe being used.
- B. Mandrel test using a go-no-go Mandrel.
- C. Alignment verification by lamping and flow line testing to be completed after the line is cleaned. Lamping of the line will be performed preferably on a sunny day to allow use of mirrors to reflect sunlight. The Extension should reveal at minimum a $\frac{3}{4}$ moon sighting from manhole to manhole in either direction. Flow line testing will be accomplished after the line is flushed with sufficient amounts of potable water to remove any remaining sediment or dirt from the line that may act as a dam causing water to pond and the flow line test to fail. The consistency of the line and grade will be evaluated based on the width of water in the flow line of the pipe. Ponding of water will not be acceptable, and inconsistent widths of flow may deem the line unacceptable as determined by the District's Engineer.

If the Extension does not meet District specifications for a newly constructed system, the necessary repairs will be carried out by the Owner to ensure compliance with the District's Specifications.

7. Prior to the issuance of Initial Acceptance, the Owner shall provide to the District a full set of final "As Built" drawings in a form acceptable to the District's Engineer. As a minimum, as-built drawings shall be submitted on electronic disk in an ACAD 14.0 or later version Drawing File and on reproducible mylar, as prepared, stamped and signed by a registered professional engineer. The Owner shall also provide to the District proof of full payment to the Contractor and full lien releases from the Contractor and all subcontractors and suppliers if requested by District. All payments shall be made in accordance with the provisions of CRS 24-91-101, et seq.

8. Upon completion of construction of the Extension, upon full payment to the Contractor, upon the execution of lien releases by the Contractor and all subcontractors and suppliers (if required), and upon acceptance of the Extension by the District, the District will issue its Notice of Initial Acceptance and the District Lines shall become the property of the District. The date of the Notice of Initial Acceptance shall designate the beginning of the one-year warranty on the Extension as specified in the District's Standards and Specifications relative to workmanship and material used or installed in the original construction. To guarantee maintenance of the Extension, the Owner or Contractor may be required by the District to post a Maintenance Bond as provided in the Rules and Regulations of the District. At the end of the one-year warranty period, the Owner shall apply for a Final Acceptance of the Extension, and if the Extension still meets all standards of the District, and if there are no items of repair or maintenance yet to be performed by the Owner, then the District shall give Final Acceptance and shall assume full maintenance of the Extension, subject to the provisions of paragraph 14(g) of this Agreement. The District shall not assume ownership or responsibility for maintenance for any Private Line beyond the location of the tap into the District Lines. The property owners shall be responsible for maintenance of all service lines from the point of the tap to the point of service.

9. The District may issue a sewer tap upon the completion of the following conditions precedent:

- A. The District has issued its Initial Acceptance of the sewer lines. No taps will be issued until the District has issued its Initial Acceptance and full compliance with the provisions of paragraph 14. If the Owner or third party builder receives a building permit from Mesa County or the City of Grand Junction to begin construction of a home prior to Initial Acceptance, the Owner shall be prohibited from connecting the sewer service line(s) from the home(s) to the sewer line (District Line). If a physical connection is made so that the service line from the home(s) is connected to the District sewer line prior to Initial Acceptance, then the Owner shall be assessed a double tap fee for each improper connection and such amount shall be paid before any further connections are permitted. If the Owner fails to pay the penalty, then no additional taps will be approved by the District until the penalty is paid in full. This includes any taps for lots sold to or developed by other parties (e.g., builders), in which case, Owner will be responsible for double tap fee assessment.
- B. Full payments of all construction amounts to the Contractor.

- C. If a building permit is issued prior to Initial Acceptance and the Mesa County Building Department requires service line(s) from the home(s) to be connected to the sewer main (District Line) as part of the building permit inspection process, and said connection occurs prior to the District's final testing and Initial Acceptance of the sewer main, the Owner shall contact the District regarding building permit requirements to connect service line along with the proposed schedule for making the physical connection. For these instances, the District will waive the double tap fee penalty provided the Owner notifies the District prior to making permanent connection of service line for building inspection requirements. The Contractor will be responsible for providing any necessary test plugs on the service line in order to conduct final pressure test on the sewer main as required per paragraph 6 of the Extension Agreement.
- D. Full payment of the District's tap fee and the City's Plant Investment Fee for the property to be served by the tap. Monthly service charges will be charged on all taps upon issuance of a certificate of occupancy or 90 days after the issuance of the tap, whichever occurs first.
- E. Proper application for the issuance of a tap.
- F. Full compliance with the District Rules and Regulations.

The construction of the tap shall be in full compliance with the Standards and Specifications of the District and the District shall oversee the construction and connection of all such taps.

10. The Owner assumes complete responsibility for payment of monthly service charges which will begin to accrue for each building site on the day service is provided but in no event later than ninety (90) days from the date of issuance of a tap. The District shall not be responsible for providing taps, or for reimbursing Owner in the event of a sewer tap moratorium, or if taps cannot be issued for any other reason.

11. The Owner acknowledges that the Standards and Specifications of the District require the Contractor to warranty and guarantee his work, and to maintain the Extension for a period of one (1) year from the date of Initial Acceptance. Owner agrees to guarantee this warranty and the guarantee of the Contractor and if the Contractor fails to honor this commitment, the District may look to the Owner to guarantee the performance of the Contractor. All such guarantees shall include the costs incurred by the District in maintaining the Extension and fulfilling the one year maintenance obligation and in the enforcement of the guarantee or warranty, including legal fees, engineering fees, costs and expert witness fees.

12. Any engineering or inspection expenses, which are not the obligation of the Contractor as set forth in the Plans and Specifications, shall be at the sole cost and expense of the Owner. In addition, Owner shall pay to the District an engineering fee for inspection and any engineering administration required to oversee the project on behalf of the District at the rate of \$100.00 an hour to pay for the cost of the District's Engineer, \$70.00 an hour to pay for the cost of the Inspector, and \$40.00 an hour to pay for any associated secretarial or administrative costs, plus expenses to review or inspect the construction of the Development. No taps will be issued for lots within the Development covered under this Extension Agreement until engineering and inspection fees are paid to the District.

13. The license issued by the District pursuant to this Agreement for the construction of the Extension shall lapse and expire unless the construction shall begin within twelve (12) months after the date of this Agreement and/or the Plans being approved for construction, whichever may be later, and such construction is diligently pursued to completion. If construction has not commenced and diligently pursued within the one (1) year time limit, the Extension Agreement and Plans will be viewed to have expired. In these cases, a new Application and Agreement will need to be submitted to the District with another set of Plans for approval. A reapplication fee of double the application processing fee in place at the time will need to be submitted with the Plans prior to the new Application being considered. The District will notify the Owner in writing when the Extension Agreement and Approved Plans have expired.

14. In addition to the provisions herein contained, all construction performed under this Agreement is subject to the following general conditions:

- A. Owner shall call for and request construction inspection at least 48 hours in advance of the commencement of actual construction and in advance of any requested subsequent inspections.
- B. Owner shall have a copy of applicable District Standards and Specifications and an APPROVED set of construction drawings on the job site at all times.
- C. Owner shall be responsible for establishing safety measures to protect workers and the public until construction is completed.
- D. All construction shall be completed as shown on APPROVED drawings and shall be completed in accordance with current District Standards and Specifications.
- E. Owner agrees to pay promptly any inspection charges, including overtime charges where such overtime results from the operations of the Owner or its Contractor.
- F. The Notice of Initial Acceptance of the District Line shall not be issued until all required test reports applicable to the construction, including soils compaction tests, and a full set of final "As Built" drawings, are submitted to and approved by the District.
- G. For a period of five (5) years after the date of Initial Acceptance, the Owner shall pay all costs of adjusting any manholes to finished grade and alignment and shall indemnify and save harmless the District from such costs.
- H. For a period of one (1) year after the date of Initial Acceptance, the Owner shall pay all costs of repairing streets, curbs, gutters and sidewalks which result from improper compaction of soils or from the construction of the Extension.

15. The District reserves the right to construct any further sewer extensions and to make such connections to the sanitary sewer facilities owned by the District, including the District Lines authorized by this Agreement, as the District may from time to time allow, order or approve. No payment shall be made to the Owner for any such extensions or connections.

16. Owner and Contractor shall indemnify and hold the District harmless from all actions, claims, causes of action or damages to persons or property and which result from the acts of the Owner or Contractor during the period of construction.

17. The terms and provisions of this Agreement shall be binding upon the parties, their heirs, successors and assigns. This Agreement, the Contract for Construction, the District Standards and Specifications, the District Rules and Regulations, and other documents incorporated therein, contain the full agreement of the parties. Any modification to this Agreement must be in writing and signed by all parties to be effective. This Agreement shall be enforced in accordance with Colorado law and the non-defaulting party may collect all costs, including attorney fees, if enforcement hereof is required.

DATED the year and day first above written.

OWNER:

ORCHARD MESA SANITATION
DISTRICT

The following information shall be provided at the time of Initial Acceptance of the Extension:

Cost of Sewer Mains:	_____
Cost of Private Service Lines (from tap to end of line):	_____
Total Cost Installed:	_____
Cost per Front Foot of Sewer Main:	_____
Date Installation Completed:	_____
Date of Initial Acceptance:	_____
Expiration Date (5 years):	_____
Date of Final Acceptance:	_____
Number of Taps to be Served:	_____

The foregoing is accepted by the Owner and the District.

OWNER:

**ORCHARD MESA SANITATION
DISTRICT:**

By _____

By _____