

SERVICE CONNECTION CONSTRUCTION PERMIT
WSSC Permit Services Section

PERMIT NUMBER: _____

APPLICANT/OWNER: _____

PROPERTY DESCRIPTION: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

E-MAIL ADDRESS: _____

1. The Applicant is hereby authorized by WSSC to construct at its sole expense, a water service connection and/or a sewer service connection to serve improvements or to abandon existing water and/or sewer service connections on the above-referenced property in accordance with the approved plans and in conformance with the latest edition of WSSC Systems Extension Permit General Conditions and Standard Specifications, Standard Details, and any Special Provisions provided for the project.
2. The WSSC encourages the Applicant to voluntarily maximize sub-contracting opportunities for certified minority business enterprises. In the spirit of cooperation, the WSSC encourages the Applicant to communicate its efforts to the WSSC.
3. The Applicant is responsible for compliance with all applicable laws and securing all necessary federal, state, and local permits required for construction of the water and/or sewer connection(s).
4. Applicant will provide to WSSC, no later than 30 days before the planned construction start, the name of the contractor proposed to install the service connection. The contractor must have previous water and/or sewer mainline construction or service connection installation experience and be approved by WSSC. When requested by WSSC, applicant will submit a completed Contractor's Information Report, certifying to the contractor's organization's financial resources, performance, record, integrity, experience, other qualifications, and equipment and facilities pertinent to the proposed contract. The WSSC, at its discretion, may make such investigations it deems necessary to determine the ability of the contractor to perform the work, and applicant shall furnish the WSSC all such information and data for this purpose as the WSSC may request. The WSSC may visit any prospective contractor's place of business, contracts in progress, or contact persons knowledgeable of the contractor's background to determine his ability, capability, reliability, financial stability or other factors necessary to perform the work. The WSSC reserves the right to reject any contractor who has failed to perform properly or to complete work in a timely manner, contracts of similar nature, or if the investigation shows the contractor unable to perform the requirements of the water and/or sewer plans and engineering specifications or if applicant fails to complete and submit the Contractor's Information Report in its entirety. Applicant must contact the Contract Manager two weeks in advance of beginning construction to arrange for inspection.
5. The Applicant will not proceed with installation of the water and/or sewer service connection(s) under this Permit until it has provided performance security payable to the WSSC in an amount equal to the published standard "Improved" connection charge for the type and number of water and/or sewer connections proposed under this permit; and payment security payable to the WSSC for the benefit of the utility contractor, subcontractors, and suppliers providing labor, materials, or construction equipment for the construction of the subdivision lines in an amount equal to the amount of the performance security. The security may be provided in the form of a certified check, a cash deposit, a certificate of deposit, an irrevocable letter of credit from a financial institution acceptable to the WSSC and in a form acceptable to the WSSC, a bond executed by a surety company authorized to do business in the State of Maryland, or any other form of security acceptable to the WSSC. The Applicant must also provide the Contract Manager with a copy of the approved contractor's Certificate of Insurance.

6. The WSSC reserves the right to demand removal by the Applicant of any contractor who fails to perform in accordance with the approved plans and specifications and the provisions of this permit.
7. The Applicant shall provide all stakeout as may be required including line, grade, cut sheets, and the like, necessary for the construction of the service connections. Copies shall be submitted to the WSSC Contract Manager.
8. The Applicant will provide all materials required. Such materials are to be provided in accordance with the SEP General Conditions and Standard Specifications, Standard Details and Special Provisions, when applicable. Materials procured by the Applicant shall have submittals provided to WSSC for approval prior to fabrication. All materials and equipment used in the construction of the project shall be subject to inspection and testing as required.
9. Any materials which are damaged by the Applicant shall be repaired or replaced by the Applicant as determined by the WSSC. Repairs shall be made in accordance with manufacturer's specifications, unless otherwise permitted, as per the Systems Extension Permit General Conditions and Standard Specifications and Contract Special Provisions and are to be made by personnel trained and experienced in making such repairs. Such repairs will be inspected and approved by WSSC prior to issuance of a Certificate of Substantial Completion. All repair procedures shall be on file with the WSSC or be submitted and approved prior to commencement of any repair activity.
10. In the event of additions or deletions which require modifications to the approved construction plans for the WSSC connection(s), the Applicant will provide plans and specifications detailing the proposed changes to the WSSC Contract Manager as expeditiously as possible for WSSC's review and approval, and Applicant must obtain such approval prior to executing such modifications. Applicant will be responsible for the payment of any applicable revision fees.
11. Compaction tests as specified in the approved plans shall be provided, said tests to be performed by a Geotechnical Engineer licensed to practice in the State of Maryland. The location and depth of the tests are to be as designated in the approved plans. Applicant will provide WSSC with copies of all tests performed. WSSC reserves the right to require additional compaction tests as it may deem necessary. Upon successful completion and approval by WSSC of the testing, the Applicant shall have water connections cleaned and chlorinated as set forth in the Systems Extension Permit General Conditions and Standard Specifications.
12. The Applicant will prepare the as-built plans and survey as set forth in WSSC Standard Specification 1330.G and submit the completed as-built plans and survey to the Contract Manager within 30 days of completion of the work. The Applicant specifically agrees that it will not permanently seal or bolt manhole covers until after the WSSC has completed the as-built plans and survey review.
13. The Applicant will convey any necessary on-site rights-of-way to the WSSC for the construction, reconstruction, maintenance and operation of the connection(s) constructed by Applicant.
14. The Applicant shall furnish a Maintenance Bond to the WSSC, which bond names WSSC as an additional insured (**Only Applicable to projects at \$100,000 or higher**). The bond shall cover a period of 1-year dating from the time of substantial completion. The bond shall be in an amount equal to 50% of the performance bond. It shall be Applicant's obligation to respond and take corrective action within ten working days on any rework or corrective actions brought to Applicant's attention by the WSSC during the maintenance period as defined herein. If Applicant does not initiate corrective actions as required, the WSSC may take reasonable and appropriate actions necessary to correct construction deficiencies and damage to installations attributed to Applicant which may occur during the maintenance period, and the cost of same shall be recovered from Applicant or Applicant's surety.

15. WSSC shall issue a Certificate of Substantial Completion when the following has been provided:
 - a. Maintenance Bond
 - b. A Release of Liens from the Applicant, signed and notarized, stating that all contractors, sub-contractors and suppliers have been paid.
 - c. A list of all sub-contractors, manufacturers, and suppliers used, including the portion and dollar amount of work performed.
 - d. Two copies of the as-built plans.
 - e. Other items as designated by the WSSC Contract Manager.

16. After the Certificate of Substantial Completion has been issued and there are no outstanding dependant projects, WSSC shall issue the Release for Service after the following has been provided:
 - a. A copy of the approved record plat.
 - b. Any house connection easements or rights of way

Upon issuance of the "Release for Service," the WSSC shall assume ownership along with maintenance and operation responsibility for the water and/or sewer connection.

17. The WSSC shall not be responsible or liable to the Applicant for any of the following events:
 - a. For monetary damage for the failure to provide service if the WSSC or any other entity is unable to acquire rights of way necessary for the construction of supporting water or wastewater capital projects;
 - b. For any Federal or State action, including operational moratoria, that temporarily suspends, delays, or otherwise affects the water and/or sewer capacity allocation;
 - c. For any other contingency that affects the timing or ability to connect which is beyond the control of the WSSC.

18. Notwithstanding any other provisions of this Permit, the Applicant agrees:
 - a. To conduct all construction operations in accordance with the terms and all approved plans of this Permit and in accordance with all applicable County, State and Federal laws and regulations;
 - b. That any failure of Applicant to fully comply with any part of this Permit may cause the issuance of a stop work order by the WSSC;
 - c. Any written stop work order, whether hand-delivered to Applicant or mailed to Applicant, shall constitute notice of such stop work order for the purpose of this Permit; and Applicant shall stop work upon receipt of such order and not resume any work thereafter until so authorized by the WSSC.

A stop work order will not be unreasonably issued nor will a resume work order be unreasonably withheld.

19. The Applicant must comply with any and all WSSC requirements as well as secure all necessary plumbing and gas permits for the on-site water and/or sewer systems.

20. The Applicant is responsible for the payment of any System Development Charges (SDC), sub-district fees and/or other WSSC fees and charges the WSSC deems applicable.

21. The individual executing this Permit specifically warrants that s/he does so as either the Applicant or authorized agent of the Applicant and that s/he has complete authority to enter into this Permit with the WSSC for the purposes stated.

- 22. This Permit may not be assigned or transferred.
- 23. The Applicant acknowledges and agrees that any violation of the provisions of this Permit may, in the discretion of WSSC, result in the rejection of future requests by Applicant, its successors or assigns, to install water and/or sewer service connections.
- 24. This permit shall become void if the proposed construction is not started within three years from the date of issue.
- 25. Other Project Specific Conditions: _____

ACCEPTED AND AGREED BY APPLICANT:

APPROVED BY WSSC:

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____

State of _____
County of _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged herself or himself to be _____ of _____, and that she or he, as such _____, being authorized so to do, executed the foregoing instrument on behalf of _____ for the purposes therein contained, by signing the name of _____ by herself or himself as _____.

Notary Public for Applicant
My Commission expires _____

State of _____

County of _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged herself or himself to be the _____ of the Permit Services Section of the Washington Suburban Sanitary Commission, a public corporation of the State of Maryland, and that she or he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself or himself as _____.

In witness whereof I here unto set my hand and official seal.

(name printed) _____
Notary Public

My Commission expires _____