

**Lake Whatcom Water and Sewer District
Application for Certification as Sewer Services Contractor**

Name of Firm

Contact Person

Street Address of Firm

City, State, Zip Code

WA State Contractor's License Number

Years in Business

Contact Information:

Phone Number

Cellular Phone Number

FAX Number

E-mail Address

Hereby applies for certification to do business as a Sewer Services Contractor in Lake Whatcom Water and Sewer District. It is understood that bond and proof of insurance must be provided, as set forth in certification agreement, prior to approval of certification.

The following information is provided for consideration:

References: Engineers, Water & Sewer Districts, Cities

Previous Experience

Equipment Owned

Lake Whatcom Water and Sewer District
SEWER SERVICES CONTRACTOR'S CERTIFICATION AGREEMENT

This is an agreement between the undersigned contractor, a licensed contractor in the State of Washington, and Lake Whatcom Water and Sewer District, a municipal corporation, entered into this _____ day of _____, 20____. Lake Whatcom Water and Sewer District is a Water District under RCW Ch. 57, and a Sewer District under RCW Ch. 56. Said contractor, as a condition precedent to soliciting and entering into contracts with property owners in said District for the installation of side-sewers and/or stub sewers connecting with sewer laterals or mains installed by the District therein, agrees to the following terms and conditions:

Definitions:

A **sewer main** includes the laterals and main sewer "backbone" that receives and conveys sanitary sewage from District Customers. Sewer mains exist only in a public right-of-way and/or in an easement(s) benefiting the District.

A building **sewer service** may consist of two segments defined as follows:

- a) The **side-sewer** segment extending from the cleanout adjacent to the structure to the property line, and
 - b) The **stub sewer** segment extending from the property line across a right-of-way or easement to the public sewer main.
2. The Contractor shall execute and deliver a surety bond in the amount of \$10,000.00 in favor of Lake Whatcom Water and Sewer District conditioned on his performing the obligations of this agreement.
 3. The Contractor shall furnish the District satisfactory proof of carriage of Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate in any one year.
 4. The Contractor shall obtain and abide by encroachment permits or other permissions which may be required from the County, State Highway Department, Sudden Valley Community Association, or other entity having jurisdiction over roads and streets, prior to commencing sewer service work. Restoration shall be done in a manner approved by the appropriate jurisdiction.
 5. The Contractor will do no sewer service work of any kind on any property except the property to be served unless appropriate easements and rights-of-way have been obtained and recorded.
 6. The Contractor will do no sewer service work of any kind on any property in said District until a valid sewer permit has been obtained for that property and the Contractor has been accepted in writing as a qualified Sewer Services Contractor by said District.
 7. The Contractor shall develop and use a standard form of contract between Contractor and Property Owner which must be approved by the District. Only this approved form shall be used in contracting with owners for construction of sewer services. The contract shall cover the following conditions:
 - a. A clear description, including sketch, of work to be performed and material to be used.

- b. The exact cost of work to be performed and method of payment.
- c. Workmanship shall be guaranteed for a period of one year after installation. Materials shall be guaranteed for a period of one year after installation and contractor shall assign to property owner any longer written warranty that manufacturer or supplier has provided.

Contract shall be executed in at least two (2) copies, one of which shall be furnished to the owner.

8. No sewer service connection shall be made to a District sewer main until the main is approved for connections by the District.
9. The contractor shall comply with the requirements set forth in the District's most current Design & Construction Standards (attached by reference) and the current Standard Specifications for Road, Bridge and Municipal Construction (DOT/APWA) as prepared by Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association.
10. The sewer main and tee shall not be under-cut without the prior written approval of the District. The Contractor must receive District approval, in writing, prior to the installation of a tapping sleeve or saddle.
11. The Contractor shall conduct his trenching operations so as to minimize the possibility of damage to the sewer main or stub sewer (if existing). The Contractor shall notify the District prior to repairing any such damage. In the event that the District must repair such damage, the Contractor shall be liable for costs incurred, and such liability shall not be confined to the one-year warranty period defined by contract between Contractor and Property Owner.
12. Side-sewers and stub sewers may only be bedded to the mid-line of the pipe before District representative is present. District representative must witness, inspect and approve the remainder of the bedding before any backfilling is done. Backfilling of the stub sewer must be witnessed and approved by the representative. Sewer service lines shall be tested **after** backfilling. Testing must be witnessed and approved by District representative.
13. This agreement shall be in effect for the period of time covered by the performance bond and subsequent renewals, unless revoked at an earlier date at the option of the District. This license may be revoked for any of the following causes:
 - Failure to observe District requirements governing the construction of side sewers,
 - Material misrepresentation in obtaining a Sewer Services Contractor's License,
 - Failure to pay for labor or material used in the construction of a side-sewer or stub sewer,
 - Material misrepresentation to the owner, agent or occupant of a building for the purpose of obtaining a contract for the construction of a side-sewer or stub sewer,
 - Non-payment for work performed by the District for which the Sewer Services Contractor is liable.

Approved for Lake Whatcom Water and Sewer District:

General Manager

Date

Signed by:

Side-Sewer Contractor

Date

SEWER SERVICES CONTRACTOR SURETY BOND

Bond No.: _____

KNOW ALL PEOPLE BY THESE PRESENTS, that _____
the CONTRACTOR, hereinafter known as PRINCIPAL, and _____
hereinafter known as SURETY, are held and firmly bound to Lake Whatcom Water and Sewer District,
hereinafter known as OWNER, in the penal sum of Ten Thousand Dollars (\$10,000.00) for the payment
of which sum well and truly to be made, we do jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain
contract with the OWNER dated the _____ day of _____, 20____
to **Install Sewer Services**, and which agreement is on file at the OWNER's office and by this reference is
made a part hereof.

WHEREAS, said PRINCIPAL is required under the terms of said agreement to furnish a bond for the
faithful performance of said agreement:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during
the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract,
and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer
by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which
the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain
in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed
thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this
BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the duly authorized officers of PRINCIPAL and of SURETY execute this
instrument in three counterparts, each one of which shall be deemed an original, this the _____ day of
_____, 20_____.

PRINCIPAL

SURETY

By

By

Title

Title

Address of PRINCIPAL

Address of SURETY

Note: Date of Bond must not be prior to date of Contract. If PRINCIPAL is Partnership, all Partners
should execute bond. Surety companies executing bonds must appear on the Treasury Department's
most current list (Circular 570 as amended) and be authorized to transact business in the State of
Washington.