

LAKE WHATCOM WATER AND SEWER DISTRICT

Bonded Contractor Application SAMPLE

This is a sample completed application to become a Bonded Contractor with Lake Whatcom Water and Sewer District.

There are 4 required elements to a completed application:

- 1. LWWSD Application for Certification as a Bonded Sewer Services Contractor
- 2. LWWSD Sewer Services Contractor's Certification Agreement
- 3. Sewer Services Contractor Surety Bond
- 4. Proof of Insurance (aka Additional Insured Certificate)

Sample Application Contents:

- Page 1-2 LWWSD Application for Certification as Sewer Services Contractor
- Pages 3-4 LWWSD Sewer Services Contractor's Certification Agreement
- Pages 5-8 Surety Bond Samples
 - 1. LWWSD Surety Bond Form (p. 5)
 - 2. Alternative Example: License & Bond from Western Surety Co. (p.6)
 - 3. Alternative Example: License or Permit Bond from The Ohio Casualty Insurance Company (p. 7)
 - 4. Alternative Example: Public Works Contract Bond from Indemnity Company of California (p. 8)
- Page 9 Continuation Certificate Sample

If your Surety Bond is not continuous and has an expiration date, you will need to provide a continuation certificate before the expiration date to remain a bonded contractor.

Page 10 Certificate of Liability Insurance (Additional Insured Certificate) Sample
Lake Whatcom Water & Sewer District MUST be listed as the Certificate Holder



Lake Whatcom Water & Sewer District

www.lwwsd.org

Office Hours:

Mon-Thu 8 a.m. - 5 p.m.

360-734-9224 Fax: 360-738-8250

Application for Certification as a Bonded Sewer Services Contractor

1220 Lakeway Dr

Bellingham, WA 98229

| Applicant Information |
|---|
| Name of Firm: Excellent Excavators |
| Street Address: 1234 Construction Lane Bellingham WA 9822 Street Street |
| Mailing Address: (If Different) Street City State Zip |
| WA State Contractor's License #: EXCEL123RH Years in Business: 5 |
| Contact Person: Bob Roberts |
| Phone: 360-555-0123 Email: bob@excellent. Com |
| Have you ever been bonded with LWWSD before? |
| If yes: Month and year: |
| Skills and Abilities |
| Please describe previous experience with installation of sewer laterals and side-sewer services: Installed 3 Sewer Laterals in Birch Bay Water DIST in 2019. Contract Work with the city of Ferndale Please list equipment owned: |

Rev. 11.12.19

| Please provide 2-4 references you have worked with doing water and sewer installations. Reference checks will be completed before any contractor is added to our pool of bonded side sewer contractors. |
|--|
| Reference Name: John Johnson Phone: 360 -555 - 2345 |
| Email Address: johnj@bbay.com Homeowner Contractor City/County/District Employee Other |
| Homeowner Contractor City/County/District Employee Other |
| Organization: Birch Bay Water District |
| Project Information: 3 private homes, 2019 |
| Reference Name: Lisa Lizle Phone: 360-555-3456 |
| Email Address: 11'sa @ Ferndale.com |
| Homeowner Contractor City/County/District Employee Other |
| Organization: City of Ferndale |
| Project Information: Point person for several city installations |
| Reference Name: Janet Jophin Phone: 360-555-4567 |
| Email Address: |
| Homeowner Contractor City/County/District Employee Other |
| Organization: |
| Project Information: Installed has side sewer in 2019 |
| Reference Name: Albert Abeson Phone: 360-555-5678 |
| Email Address: |
| Homeowner Contractor City/County/District Employee Other |
| Organization: Albeson Construction |
| Project Information: Subcontracted under for Several job |
| Signature and Acknowledgement |
| I hereby applys 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. |
| Signature Bob Roberts 1/2/2020 Printed Name |

References

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

1. 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 \$30,000.00 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: | Signed by: | | | | |
|---|-----------------------------------|--|--|--|--|
| GENERAL MANAGER | BOB Losbers SIDE-SEWER CONTRACTOR | | | | |
| DATE | 1/2/2020 DATE | | | | |

SEWER SERVICES CONTRACTOR SURETY BOND

| | Bond No.: 01234567 |
|--|--|
| KNOW ALL PEOPLE BY THESE PRESENTS, that Excellen hereinafter known as PRINCIPAL, and Western Sur | + Excavators the CONTRACTOR, |
| hereinafter known as PRINCIPAL, and WtStorn Sur | ety hereinafter known as SURETY, are held and |
| firmly bound to Lake Whatcom Water and Sewer District, hereinaft | |
| Dollars (\$30,000.00) for the payment of which sum well and truly to | o be made, we do jointly and severally bind ourselves, our |
| heirs, executors, administrators, successors and assigns firmly by the | se presents. |
| THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the P dated the | |
| WHEREAS, said PRINCIPAL is required under the terms of said agree agreement: | ment to furnish a bond for the faithful performance of said |
| NOW, THEREFORE, if the Principal shall well, truly, and faithfully productions, and agreements of said contract during the original term by the OWNER, with or without notice to the Surety and during the ordemands incurred under such contract, and shall fully indemnify a which it may suffer by reason of failure to do so, and shall reimbur. OWNER may incur in making good any default, then this obligation shall reimbur. | thereof, and any extensions thereof which may be granted ne year guaranty period, and if he shall satisfy all claims and nd save harmless the OWNER from all costs and damages se and repay the OWNER all outlay and expense which the |
| PROVIDED, FURTHER, that the said surety, for value received herebalteration or addition to the terms of the contract or to WOF accompanying the same shall in any wise affect its obligation on this extension of time, alteration or addition to the terms of the contract | RK to be performed thereunder or the SPECIFICATIONS BOND, and it does hereby waive notice of any such change, |
| PROVIDED, FURTHER, that no final settlement between the OWN beneficiary hereunder, whose claim may be unsatisfied. | IER and the CONTRACTOR shall abridge the right of any |
| IN WITNESS WHEREOF, the duly authorized officers of PRINCIPAL an each one of which shall be deemed an original, this the d day | d of SURETY execute this instrument in three counterparts, |
| excellent excavators PRINCIPAL | SURETY ANTICLE |
| Mob Roberts | Ann Annick |
| Title | Account Exec, Westen Surety Title 123 4m St Omaha Ne 6101666 |
| 1234 Construction Lane | 123 4th St Omaha Ne Colololo |

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.



LICENSE AND PERMIT BOND

| Bond No. 63504858 |
|---|
| |
| State of Washington , as Principal, duly licensed to do surety business in the State of |
| , as Surety, are held and firmly bound unto the |
| State of Washington, as Obligee, in the penal |
| DOLLARS (§ 30 000.00), Obligee, for which payment well and truly to be made, ly by these presents. ION IS SUCH, That whereas, the Principal has been |
| r & Sewer District |
| by the Obligee. |
| diments thereto, pertaining to the license or permit otherwise to remain in full force and effect until renewed by Continuation Certificate. Surety upon sending notice in writing, by First Class address last known to the Surety, and at the expiration ce, this bond shall ipso facto terminate and the Surety y acts or omissions of the Principal subsequent to said a shall continue in force, the number of claims made ich shall be payable or paid, the Surety's total limit of period to period, and in no event shall the Surety's total above. Any revision of the bond amount shall not be |
| |
| Excellen + Excavators Principal Principal WESTERN SURETY COMPANY By Paul T. Bryfflat, Vice President |
| |

OMPANIE

LICENSE OR PERMIT BOND

| | Bond 023024314 | | | | | | |
|---|--|--|--|--|--|--|--|
| LICENSE OR PERMIT BOND | | | | | | | |
| KNOW ALL BY THESE PRESENTS, That we, Excellent Excavation | | | | | | | |
| as Principal, and theThe Ohio Casualty Insurance Company as Surety, are held and firmly bound untoLake Whatcom Water and Sewer | , a N.H. corporation, District | | | | | | |
| in the sum of Thirty Thousand and no/100 | , as Obligee, Dollars (\$30,000.00) | | | | | | |
| for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, severally, firmly by these presents. | | | | | | | |
| Signed and sealed this 6th day of June . 2013 | | | | | | | |
| THE CONDITION OF THIS OBLIGATION IS SUCH. That WHEREAS, the permit to do business as Sewer Services Contractor | Principal has been or is about to be granted a license or | | | | | | |
| NOW, Therefore, if the Principal well and truly comply with applicable local or then this obligation to be void; otherwise to remain in full force and effect. | dinances, and conduct business in conformity therewith. | | | | | | |
| PROVIDED, HOWEVER; 1. This bond shall continue in force: | | | | | | | |
| Until June 6 . 2014 , or e executed by the Surety OR | intil the date of expiration of any Continuation Certificate | | | | | | |
| Until canceled as herein provided. 2 This bond may be canceled by the Surety by the sending of notice in writing to thereafter, liability hereunder shall terminate as to subsequent acts or omissions | | | | | | | |
| | · · · · · · · · · · · · · · · · · · · | | | | | | |
| | Excellent Excavators Principal | | | | | | |
| В | y Bilo Kolti | | | | | | |
| | The Ohio Casualty Insurance Company | | | | | | |
| В | Jim S. Kuich Attorney-in-Fact | | | | | | |



INSCO INSURANCE SERVICES, INC.

Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92,514 • (949) 263-3300

BOND NO. 859285P

PUBLIC WORKS CONTRACT BOND - WASHINGTON

PERFORMANCE & PAYMENT

| | ESENTS: That we, Excellent Exc | mpany of |
|---|--|--|
| California | | corporation |
| are held and firmly bound and ob | surety business in the State of Washington bligated unto Lake whatcom washington the full and just sum of The Thousand Dollars and (\$30,000.00) Dollars, lawful n | atera Seur |
| | of which sum well and truly to be made, executors and administrators, successors | we do bind |
| This bond is executed in pursuan | nce of Chapter 39.08, revised Code of Wast | nington. |
| THE CONDITIONS OF THIS O entered into a certain contract will | BLIGATION ARE SUCH, That whereas to the Whatcom County Water District #10 | he Principal |
| dated the 20th | day of December | 2002 |
| for Side sewer Installation | | YEAR |
| | | Œ |
| | | |
| | cipal shall faithfully perform all the provisi | |
| contract and pay all laborers, m persons who shall supply such pe supplies for the carrying on of such full force and effect. PROVIDED, HOWEVER, that the | echanics and subcontractor and materials erson or persons or subcontractors, with proche work, then this obligation is void; otherwise conditions of this obligation shall not apply to | nen, and all ovisions and se to remain o any money |
| contract and pay all laborers, m persons who shall supply such pe supplies for the carrying on of such full force and effect. PROVIDED, HOWEVER, that the | nechanics and subcontractor and materials erson or persons or subcontractors, with proch work, then this obligation is void; otherwi | nen, and all ovisions and se to remain o any money |
| contract and pay all laborers, m persons who shall supply such persons who shall supply such persons for the carrying on of such in full force and effect. PROVIDED, HOWEVER, that the loaned or advanced to the Principal | echanics and subcontractor and materials erson or persons or subcontractors, with proche work, then this obligation is void; otherwise conditions of this obligation shall not apply to all or to any subcontractor or other person in | nen, and all ovisions and se to remain o any money |
| contract and pay all laborers, m persons who shall supply such persons who shall supply such persons who shall supply such persons for the carrying on of such in full force and effect. PROVIDED, HOWEVER, that the loaned or advanced to the Principle of any such work. | echanics and subcontractor and materials erson or persons or subcontractors, with proche work, then this obligation is void; otherwise conditions of this obligation shall not apply to all or to any subcontractor or other person in | nen, and all ovisions and se to remain o any money performance |





CONTINUATION CERTIFICATE

Home Office

P.O. Box 9271 P. O. Box 9271 Seattle, WA 98109 (206) 622-7053 (800) 765-CBIC (206) 382-9623

FAX

TO: Lake Whatcom Water & Sewer (220 takeway DR
BELLINGHAM, WA 000098229

Excellent Excavators

as Principal, and Contractors Bonding and Insurance Company, an Illinois corporation, as Surety, hereby notify:

Lake what com water & sewer

as Obligee, that the above named Principal's bond number SD1894 in the amount of \$20,000 shall be continued in force effective 10-Sep-15 and shall remain in full force and effect until the soonest of (1) 10-Sep-16, (2) it is cancelled by the surety, or (3) it is otherwise terminated.

The aggregate liability of the surety shall not exceed the amount of this certificate. The liability of the surety shall not cumulate by reason of this certificate, any future continuation certificate, any change rider, endorsement, modification, new bond, reinstatement, reissue, renewal, replacement, substitution or any other extension of suretyship.

IF THIS BOND IS REQUIRED TO BE FILED WITH ANY AGENCY, THIS CERTIFICATE SHALL BE VOID IF THE PRINCIPAL DOES NOT FILE THIS CERTIFICATE WITH THE REQUIRED AGENCY WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF THIS CERTIFICATE

IN WITNESS OF THIS CONTRACT, the Principal and the Surety have affixed their hands and seals this day of MAY 2015

Principal: Excellent Excavators

Curatus Contractors Donding and Income Comme

Surety: Contractors Bonding and Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

| tl | this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | | | | |
|--|---|--------|----------|--------------------------------|--|----------------------------|----------------------------|---|----------|-----------|
| PRO | DUCER | | | | CONTAI NAME: | Maur Maur | een Van Dies | | | |
| Magas Insurance Inc | | | | | PHONE (A/C, No. Ext): (360)734-0416 FAX (A/C, No): (360)734-4051 | | | | | 34-4051 |
| 2615 Meridian St | | | | | E-MAIL ADDRESS: maureen@magasinsurance.com | | | | | |
| Bellingham, WA 98225 | | | | | | INS | URER(S) AFFOR | DING COVERAGE | | NAIC# |
| | | | | | INSURE | RA: OHIO | CASUAL | TY INS CO | | 24082 |
| INSURED | | | | | INSURER B: Ohio Casualty Insurance Co. | | | | 24074 | |
| Excellent Excavators 1234 Construction Lane | | | | | INSURE | RC: | • | | | |
| 1234 Construction lane | | | | | | RD: | | | | ļ |
| Bellingham, WA 98226 | | | | | | INSURER E: | | | | |
| | | ~ | <u>.</u> | 10000 | INSURE | RF: | | | 4 | <u>[</u> |
| _ | | | | NUMBER: 00000000-4 | | | | REVISION NUMBER: | | |
| E IV | THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | |
| NSR LTR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| Α | X COMMERCIAL GENERAL LIABILITY | Y | Y | BK012345 | | 05/04/2019 | 05/04/2020 | EACH OCCURRENCE | \$ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | į | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | s | 1,000,000 |
| | | | İ | | | | | MED EXP (Any one person) | \$ | 15,000 |
| | | | | | | | | PERSONAL & ADV INJURY | s | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | | GENERAL AGGREGATE | ş | 2,000,000 |
| | X POLICY PRO- JECT LOC | | | | | | | PRODUCTS - COMP/OP AGG | S | 2,000,000 |
| | OTHER | | | | | | | | S | |
| В | AUTOMOBILE LIABILITY | Y | Y | BA012345 | | 05/04/2019 | 05/04/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| | ANY AUTO OWNED SCHEDULED | 1 | | | | | | BODILY INJURY (Per person) | \$ | |
| | AUTOS ONLY AUTOS | ļ | | | | · · | Y | BODILY INJURY (Per accident) | \$ | |
| | X AUTOS ONLY X AUTOS ONLY | | - | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| _ | | ļ | | | | | | | \$ | |
| В | X UMBRELLA LIAB X OCCUR | | | US01234 | | 05/04/2019 | 05/04/2020 | EACH OCCURRENCE | \$ | 1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | - | | | | | | AGGREGATE | \$ | 1,000,000 |
| | DED RETENTIONS | | | | | | | DER LOTH | \$ | |
| | AND EMPLOYERS' LIABILITY | | | | | | | PER OTH- STATUTE ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT | \$ | |
| | (Mandatory in NH) If yes, describe under | | | | | | | E.L. DISEASE - EA EMPLOYEE | | |
| | DÉSCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POLICY LIMIT | <u>s</u> | |
| | | | | | | | | | | |
| DES | I CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | LES (/ | CORE | 101, Additional Remarks Schedu | ile, mav b | e attached if mor | e space is requir | ed) | | |
| се | rtificate holder is named addition | al in | sure | d | , m , u | | - Share in Lodgii. | , | | J |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | J |
| | | | | | | | | | | |
| CE | RTIFICATE HOLDER | | | - 1 | CANC | ELLATION | | | | |
| Lake Whatcom Water & Sewer District 1220 Lakeway Dr Bellingham, WA 98229 | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| | | | | | AUTHORIZED REPRESENTATIVE (MVD) | | | | | |

© 1988-2015 ACORD CORPORATION. All rights reserved.