



2022

Bonded Side Sewer Contractor Application Packet

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Per the Certification Agreement, all Bonded Contractors are required to comply with the requirements set forth in the District's most current Design & Construction Standards. These standards include many details, including but not limited to trenching & backfill details, private water service line standards, side sewer trench details, sewer system information, sewer lateral and cleanout standards, information on grinder pumps, and tracer wire information.

Full text of District Design & Construction Standards can be found on the District Website at <https://lwwsd.org/building-permitting/design-and-construction-standards/>

Questions about this application? Please contact us at general.inbox@lwwsd.org.



Lake Whatcom Water & Sewer District

1220 Lakeway Dr
Bellingham, WA 98229

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

Applicant Information

Name of Firm: _____

Street Address: _____
Street City State Zip

Mailing Address: _____
(If Different) Street City State Zip

WA State Contractor's License #: _____ Years in Business: _____

Contact Person: _____

Phone: _____ Email: _____

Have you ever been bonded with LWWSD before? ☐ Yes ☐ No

If yes: Month and year: _____

Skills and Abilities

Please describe previous experience with installation of sewer laterals and side-sewer services:

Please list equipment owned:

References

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: _____ Phone: _____

Email Address: _____

☐ Homeowner ☐ Contractor ☐ City/County/District Employee ☐ Other

Organization: _____

Project Information: _____

Reference Name: _____ Phone: _____

Email Address: _____

☐ Homeowner ☐ Contractor ☐ City/County/District Employee ☐ Other

Organization: _____

Project Information: _____

Reference Name: _____ Phone: _____

Email Address: _____

☐ Homeowner ☐ Contractor ☐ City/County/District Employee ☐ Other

Organization: _____

Project Information: _____

Reference Name: _____ Phone: _____

Email Address: _____

☐ Homeowner ☐ Contractor ☐ City/County/District Employee ☐ Other

Organization: _____

Project Information: _____

Signature and Acknowledgement

I hereby apply 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

Printed Name

Date

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:

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

SIDE-SEWER CONTRACTOR

DATE

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 Thirty Thousand Dollars (\$30,000.00) 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.