



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	LWWSD Application for Certification as Sewer Services Contractor
Pages 2-3	LWWSD Sewer Services Contractor's Certification Agreement
Pages 4-7	Surety Bond Samples <ol style="list-style-type: none">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 8	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 9	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

1220 Lakeway Dr
Bellingham, WA 98229

www.lwwsd.org
Office Hours:
Mon-Thu 8 a.m. - 5 p.m.

360-734-9224
info@lwwsd.org

Application for Certification as a Bonded Sewer Services Contractor

Contractor Information

Name of Company: Excellent Excavators

Street Address: 1234 Construction Lane Bellingham WA 98229
Street City State Zip

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

WA State Contractor's License #: EXCEL123R4 Years in Business: 5

Contact Person: Bob Roberts

Phone: 360-555-0123 Email: bob@excellent.com

Have you ever been bonded with LWWSD before? No Yes Year: _____

Have you worked on side sewers within LWWSD before? No Yes

If yes: Contractor Name: _____

Skills and Abilities

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

Installed 14 side sewers at development in Birch Bay (2019). Contract work in city of Ferndale and City of Bellingham.

Please list equipment owned:

Required Application Materials Application Certification Agreement
 Bond Proof of Insurance/COI

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.

Bob Roberts Bob Roberts 6/17/20
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 2nd day of January, 2020. 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

1/2/2020

DATE

SEWER SERVICES CONTRACTOR SURETY BOND

Bond No.: 01234567

KNOW ALL PEOPLE BY THESE PRESENTS, that Excellent Excavators the CONTRACTOR, hereinafter known as PRINCIPAL, and Western Surety 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 2nd day of January, 2020 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 2nd day of January, 2020

Excellent Excavators
PRINCIPAL

Ann Anrick
SURETY

Bob Roberts
By

Ann Anrick
By

Owner
Title

Account Exec, Western Surety
Title

1234 Construction Lane
Address of PRINCIPAL

123 4th St Omaha Ne 68106
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.



Effective Date: January 29th, 2018

Western Surety Company

LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 63504858

That we, Excellent Excavators

of Bellingham, State of Washington, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of Washington, as Surety, are held and firmly bound unto the

Lake Whatcom Water & Sewer District, State of Washington, as Oblige, in the penal sum of Thirty Thousand and 00/100 DOLLARS (\$30,000.00), lawful money of the United States, to be paid to the Oblige, for which payment well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been licensed Sewer Contractor Lake Whatcom Water & Sewer District by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect until January 29th, 2019, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class U.S. Mail, to the Oblige and to the Principal at the address last known to the Surety, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date. Regardless of the number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be cumulative.

Dated this 31st day of January, 2018.

Excellent Excavators
Bob Roberts Principal

WESTERN SURETY COMPANY
By Paul T. Bruffat
Paul T. Bruffat, Vice President

LICENSE OR
PERMIT BOND

Bond 023024314

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, Excellent Excavation

as Principal, and the The Ohio Casualty Insurance Company, a N.H. corporation,
as Surety, are held and firmly bound unto Lake Whatcom Water and Sewer District

, as Obligee,
in the sum of Thirty Thousand and no/100 Dollars (\$ 30,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 6th day of June, 2013

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Sewer Services Contractor by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER: 1. This bond shall continue in force:

Until June 6, 2014, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Excellent Excavators
Principal

By Bob Roberts

The Ohio Casualty Insurance Company

By J. S. K.
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 92614 • (949) 263-3300

BOND NO. 859285P

PUBLIC WORKS CONTRACT BOND - WASHINGTON

PERFORMANCE & PAYMENT

KNOW ALL MEN BY THESE PRESENTS: That we, Excellent Excavators
_____ as Principal, and Indemnity Company of
California, a California corporation
authorized to transact a general surety business in the State of Washington, as Surety,
are held and firmly bound and obligated unto Lake Whatcom Water & Sewer
_____ in the full and just sum of Three Thousand Dollars and no/100
_____ (\$30,000.00) Dollars, lawful money of the
United States, for the payment of which sum well and truly to be made, we do bind
ourselves, and each of our heirs, executors and administrators, successors and assigns,
jointly and severally, firmly by these presents.

This bond is executed in pursuance of Chapter 39.08, revised Code of Washington.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That whereas the Principal
entered into a certain contract with Whatcom County Water District #10
_____ dated the 20th day of December, 2002
for Side sewer installation YEAR

NOW THEREFORE, if the Principal shall faithfully perform all the provisions of such
contract and pay all laborers, mechanics and subcontractor and materialmen, and all
persons who shall supply such person or persons or subcontractors, with provisions and
supplies for the carrying on of such work, then this obligation is void; otherwise to remain
in full force and effect.

PROVIDED, HOWEVER, that the conditions of this obligation shall not apply to any money
loaned or advanced to the Principal or to any subcontractor or other person in performance
of any such work.

Signed and Sealed this 19th day of December, 2002
YEAR

Bob Roberts
Principal (Seal)

Indemnity Company of California
Surety

By: _____

By: Sandra J Meek
Sandra J. Meek - Attorney-in-fact

ID-1287 (WA) (REV. 1/01)

COPY



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
1220 Lakeway DR
BELLINGHAM, WA 000098229

Excellent Excavators

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

Lake whatcom Water & Sewer

as Obligee, that the above named Principal's bond number SD1894 in the amount of \$30,000 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 20TH day of MAY 2015

Principal: Excellent Excavators

By: [Signature]

Surety: Contractors Bonding and Insurance Company

By: [Signature]





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).

PRODUCER Magas Insurance Inc 2615 Meridian St Bellingham, WA 98225	CONTACT NAME: Maureen Van Diest	FAX (A/C, No): (360)734-4051
	PHONE (A/C, No, Ext): (360)734-0416	E-MAIL ADDRESS: maureen@magasinsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: OHIO CASUALTY INS CO		24082
INSURER B: Ohio Casualty Insurance Co.		24074
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Excellent Excavators
1234 Construction Lane
Bellingham, WA 98226

COVERAGES CERTIFICATE NUMBER: 00000000-482694 REVISION NUMBER: 1

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER	Y Y	BK012345	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	BA012345	05/04/2019	05/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$		US01234	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
certificate holder is named additional insured

CERTIFICATE HOLDER Lake Whatcom Water & Sewer District 1220 Lakeway Dr Bellingham, WA 98229	CANCELLATION 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)
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