



CITY OF SHORELINE  
17500 MIDVALE AVE N  
SHORELINE WA 98133-4905  
(206) 801-2500

**APPLICATION  
FOR SIDE SEWER CONTRACTOR  
TO WORK FOR RONALD WASTEWATER DISTRICT**

1. Firm name: \_\_\_\_\_  
2. Name of Principals: \_\_\_\_\_  
3. Name of the person(s) authorized to make permit application in the firm's name:  
\_\_\_\_\_

4. Major equipment owned by the Contractor (attach additional sheet if necessary)  
\_\_\_\_\_

5. List three (3) credit references:  
\_\_\_\_\_  
\_\_\_\_\_

6. List names of cities and municipalities licensed by:  
\_\_\_\_\_  
\_\_\_\_\_

7. Contractor agrees to the following conditions:
- a. To be bonded and insured in compliance with Resolution 09-26 as amended, and in particular the Contractor agrees to provide a current Certificate of Liability Insurance that lists Ronald Wastewater District as an additional insured and includes an Additional Insured Endorsement that amends the Contractor's general liability insurance policy.
  - b. In contracts with private property owners, the contractor shall guarantee his material and workmanship for a period of one year. All contracts with the homeowner shall contain a time limit for completion of the work which is agreeable to both contractor and homeowner.
  - c. The contractor agrees to conform to the regulations, specifications, and requirements of Ronald Wastewater District as set forth in the District's Rules and Regulations, Resolution 09-26 as amended.

The undersigned is hereby in agreement with the above and hereby acknowledges such by his signature.

**Name of Applicant:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **State Reg. #** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Emergency Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved/Disapproved by**  
**Development & Construction Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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## **INFORMATIONAL NOTICE FOR LICENSING CONTRACTORS**

The attached packet is to assist contractors who are applying for a license to do side sewer work on private property within Ronald Wastewater District,

**AND**

it also includes information regarding a Performance Bond for right-of-way and/or mainline sewer work which is sometimes required in connection with side sewer installations. The bond is not required if all work is to be done on private property and does not involve work in the Public Right-of-Way.

It is the contractor's responsibility to complete all required forms and submit to the District with the license fee of \$75.00

Required forms (or samples of) attached:

1. Application for Side Sewer Contractor to Work in District
2. Continuous Performance Bond (5,000.00) or Cash in Lieu of Bond
3. Hold Harmless Agreement
4. Insurance Certificate\*

*\*Insurance Certificate **MUST** list Ronald Wastewater District and City of Shoreline as Additional Insured.*

*\*Insurance Certificate **MUST** include an Additional Insured Endorsement to amend the policy.*

*\*Endorsement **MUST** include the following wording and Forms or the Contractor License Application will be rejected by the District:*

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used).**

In addition, the attached Section 4 is an excerpt from our Rules and Regulations Resolution 09-26, as amended and refers to licensed side sewer contractors.

The contact person at our office is Brent Proffitt (206) 801-2578 or Clayton Putnam at (206) 801-2579.

# Resolution 09-26

## Section 4. Licensed Side Sewer Contractors

### 4 Licensed Side Sewer Contractors:

4.1 General Qualifications: Any side sewer contractor performing any work within the District and with the approval of the District must be licensed by the District as well as by the State of Washington.

4.2 Application for Licensing: A District application must be completed by the person to be licensed and they must be licensed and bonded by the State of Washington as a general or specialty contractor, and the application is to be approved by the District's General Manager. The contractor shall file an emergency "after-hours telephone number" (with the District) for themselves and their representative.

4.3 Insurance: The contractor must have a liability insurance certificate naming the District as an additional insured and must supply the District with a certificate certifying that the policy is in force and stating that the insurer shall provide the District notice of cancellation no less than thirty days (30) prior to cancellation of the insurance or, in the alternative, a certificate including a provision stating that the District, as an additional insured, shall be entitled to the same notice of cancellation of the insurance as the primary insured. The insurance certificate must indicate insurance in force in the amount of:

4.3.1 Property Damage Liability     \$1,000,000 each occurrence  
                                                             \$2,000,000 aggregate

4.3.2 Bodily Injury Liability             \$1,000,000 each occurrence  
                                                             \$2,000,000 aggregate

4.4 Hold Harmless: All licensed side sewer contractors shall execute an agreement whereby they shall hold harmless, indemnify, and defend the District from any and all claims against the District as a result of their work done within the District pursuant to this Resolution.

4.5 Continuous Performance Bond: The contractor wanting to be licensed by the District shall supply the District with a continuous performance bond (or \$5,000.00 in cash in lieu of the bond) in the amount of \$5,000.00 in order to work in the public right-of-way. A sample, approved bond form is available at the District office. The bond shall include in its terms a certification that it will not be canceled without at least thirty (30) days written advance notice to the District. A higher bonding amount may be required by the District when working in a right-of-way owned by the State of Washington. The bond will remain effective for one year from the date of project conveyance to the District.

4.6 Responsibility of Licensed Side Sewer Contractor:

4.6.1 The licensed side sewer contractor shall be responsible for any and all actions of its employees, agents, or subcontractors done pursuant to any permit issued by the District whether authorized by the side sewer contractor or not and whether done in violation of express instructions by the side sewer contractor or not.

4.6.2 The contractor's absence or any misunderstanding of the contractor's orders by its employees shall not relieve the contractor of responsibility.

4.6.3 In contracts with private property owners, the contractor shall guarantee the material and workmanship for a minimum period of one year. All contracts with homeowners shall contain a time limit for completion of work which is agreeable to both contractor and property owner.

4.6.4 The contractor agrees to conform to the regulations, specifications, and requirements of the District as set forth in this Resolution.

4.6.5 The Contractor shall adhere to all pertinent Federal, State, and Local safety regulations.

4.7 Revoking of License: If the contractor has acted in bad faith rather than following the rules and regulations established by this Resolution or any amendments hereto, the District shall have the right to revoke the license and privileges of said contractor.

4.7.1 Whether the contractor has acted in bad faith shall be determined by the Board of Commissioners at a regular meeting of the Board. The General Manager shall have the authority to temporarily revoke the Contractor's license as an interim measure. The contractor shall receive advance written notice that the Board will consider whether the contractor's license should be revoked.

4.7.2 Bad faith shall include, but not be limited to: failure to respond to notices to make repairs; failure to pay costs of repairs made by the District; failure to pay costs of inspection.



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**LICENSED SIDE-SEWER CONTRACTOR HOLD HARMLESS  
AGREEMENT**

**THIS AGREEMENT** entered into by and between **RONALD WASTEWATER DISTRICT**, a municipal corporation, hereinafter referred to as “the District,” and \_\_\_\_\_, hereinafter referred to as “The Contractor.”

**WITNESSETH:**

For the purpose of this agreement, the definition of the word “contractor” shall be the same as a licensed side-sewer contractor as defined in Ronald Wastewater District's Resolution 09-26, mutual agreements, do hereby agree as follows:

A. The Contractor shall be licensed as a “licensed side-sewer contractor” as hereinabove defined in previous resolutions of Ronald Wastewater District upon his compliance with the conditions set forth in Ronald Wastewater District’s resolution as herein above cited.

B. Contractor shall, under the conditions set forth in the above cited resolutions of Ronald Wastewater District, hold the District harmless and defend any and all claims filed against the District as a result of any work done by the Contractor pursuant to the terms of Resolution 09-26, as amended. The hold harmless agreement shall be directly related to any damages resulting from the Contractor's work which may sustain and the cost of defense of any action thereon, including a reasonable attorney's fee if incurred by the District. In the event that Contractor fails to defend any such action against the District arising hereunder, the District shall have the privilege and right to defend such action. Should said action be unsuccessful, the District will recover from the Contractor the amount of said judgment, and in addition all costs incurred including actual attorney's fees incurred by Ronald Wastewater District.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**RONALD WASTEWATER MGMT**

**CONTRACTOR**

By: \_\_\_\_\_  
**District General Manager**  
**Mark Gregg**

By: \_\_\_\_\_  
**(Title)**\_\_\_\_\_



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**CONTINUOUS PERFORMANCE BOND  
TO PERFORM WORK ON  
COUNTY, CITY, OR DISTRICT RIGHTS OF WAY**

BOND NO \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_ as principal, and \_\_\_\_\_  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
authorized to do, and doing business as a surety company in the State of Washington, as surety  
are held and firmly bound unto the Ronald Wastewater District, a municipal corporation of  
the State of Washington, in the penal sum of Five thousand dollars (\$ 5,000.00) dollars, for the  
payment of which, well and truly to be made, we firmly bind ourselves, our and each of our  
heirs, executors, administrators, and assigns, jointly and severally by these presents.

SEALED WITH OUR SEALS AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

The condition of the foregoing obligation is such that, whereas, the above-named  
principal has applied for a permit to do certain work on a King County, City of Shoreline, or  
City of Lake Forest Park roadway, street, alley, avenue or other public place known as ALL  
RIGHTS OF WAY or on DISTRICT PROPERTY OR EASEMENTS ON PRIVATE  
PROPERTIES.

NOW, THEREFORE, if the above-named principal shall indemnify and save harmless  
the RONALD WASTEWATER DISTRICT from all claims, actions, or damages of every kind  
and description which may accrue as a result of opening and/or working upon any roadway,  
street, alley, avenue, or other public or private place to as good a state or condition as at the  
time of the commencement of said work; and maintain the same in good order to the decided  
satisfaction of the King County Road Engineer, City of Shoreline Official, or City of Lake  
Forest Park Official, and District Manager; and that he will comply with all provisions of his  
or their franchise, permit, or easement and all resolutions or instruments relating thereto, then  
this obligation to be void, otherwise to remain in full force and effect, and IN THE EVENT OF  
CANCELLATION, 30 days prior written notice will be given to the obligee.

Principal \_\_\_\_\_ Surety \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_



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## **ASSIGNMENT OF ACCOUNT IN LIEU OF PERFORMANCE BOND**

**This assignment is for the purpose of fulfilling the requirements of the “Continuous Performance Bond” to perform work on King County, City of Shoreline, or City of Lake Forest Park rights of way; and District property or District easements on private property. The undersigned does hereby assign, transfer, and set over unto Ronald Wastewater District all right, title, and interest in and to: Five thousand dollars and 00/100 ( \$5,000.00 ) of the account number in (bank) \_\_\_\_\_ with full power and authority to demand, collect, and receive said deposit and to give receipt and acquittance therefore, for the use and purposes prescribed by the “Continuous Performance Bond” to Perform Work on King County, City of Shoreline, or City of Lake Forest Park rights of way; and District property or District easements on private property. It is understood and agreed that (bank) \_\_\_\_\_ holds the said account in its possession and agrees to hold Five thousand dollars and 00/100 ( \$5,000.00 ) until a release of this assignment in writing from Ronald Wastewater District is received. These funds are to be retained for one year from the completion of the work. The deposit, or any part of it, will be released to Ronald Wastewater District after thirty (30) days notice on demand and with no other conditions of release.**

Signed and dated at: \_\_\_\_\_ , Washington, this \_\_ day of \_\_\_\_\_, 20\_\_.

**NOTARIZED SIGNATURE OF DEPOSITOR**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

**ACCEPTANCE**

The undersigned hereby accepts the foregoing:

Assignment of \_\_\_\_\_, account number \_\_\_\_\_

Five thousand dollars and 00/100 (\$5,000.00)

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RONALD WASTEWATER DISTRICT

\_\_\_\_\_  
Name & Title

STATE OF WASHINGTON )

) ss

County of )

**SIGNATURE OF AUTHORIZED BANK PERSONNEL:**

NAME & TITLE \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_

CITY / STATE / ZIP \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, by \_\_\_\_\_.

**NOTARY PUBLIC in and for the  
State of Washington.**

My commission expires \_\_\_\_\_.