



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

**APPLICATION FOR SIDE SEWER CONTRACTOR LICENSE**

1. Contractor Firm Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_
2. Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
3. State of WA Contractor's Registration # \_\_\_\_\_ Expiration Date: \_\_\_\_\_
4. After Hours Emergency Phone: \_\_\_\_\_
5. Name of Principals: \_\_\_\_\_
6. Name of persons authorized to file permit application in Contractor's name:  
\_\_\_\_\_
7. Major equipment owned: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. List three (3) credit references/contact info:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Names of other governmental entities (city, county, special purpose district) licensed for side sewer work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. In consideration of the City of Shoreline and the Ronald Wastewater Districts granting of a Side Sewer Contractor License, Contractor agrees to the following conditions:
  - a. Contractor acknowledges and understands that the City of Shoreline operates, maintains, and repairs the wastewater system on behalf of the Ronald Wastewater District including issuance of all permits.
  - b. Contractor possesses and will maintain a current Washington State Contractor's license and, if required by Shoreline Municipal Code, Chapter 5.05, a City of Shoreline business license.
  - c. Contractor shall comply with all applicable Ronald Wastewater District Rules and Regulations as set forth in the most current version of the District's Comprehensive Code of Rules and Regulations Governing the operation, Control, and Usage of the District's Sewage Collection Facilities (adopted by Resolution 09-26, as amended), including, but not limited to, Section 4 Licensed Side Sewer Contractors, as well as all state, and local regulations relating to side sewer construction.
  - d. Contractor shall comply with all City of Shoreline guidelines, standards, and specification as set forth in the most current version of the City of Shoreline's Engineering Development Manual.

e. Contractor shall provide a *Continuous Performance Bond* in an amount no less than \$5,000 binding themselves in this amount jointly to the City of Shoreline and Ronald Wastewater District prior to performing any work in the public right-of-way. A higher bonding amount may be required if the Contractor will be working in a State of Washington right-of-way. The bond shall include in its terms a certification that it will not be canceled without at least thirty (30) calendar days written advance notice to the City. The bond must remain effective for one (1) year from the date of project conveyance to the Ronald Wastewater District.

f. In lieu of a continuous performance bond, Contractor may provide an *Assignment of Funds* or a *Cash Deposit* in an amount no less than \$5,000.00 to the City of Shoreline. The City of Shoreline shall not release the assignment of funds or the cash deposit until the expiration of one (1) year from the date of project conveyance to the Ronald Wastewater District.

g. Contractor shall maintain Commercial General Liability insurance covering premises, operations, independent contractors' liability and damages during the license period with a limit of no less than the following:

Property Damage Liability: \$1,000,000 each occurrence/2,000,000 general aggregate

Bodily Injury Liability: \$1,000,000 each occurrence/2,000,000 general aggregate

The City of Shoreline and the Ronald Wastewater District shall both be named as an additional insured on the insurance policy. Contractor shall provide the City of Shoreline with a copy of the insurance certificate and relevant endorsement(s) as evidence of insurance coverage prior to commencing any work.

11. Contractor agrees to execute a *Licensed Side-Sewer Contractor Hold Harmless and Indemnity Agreement* defending, indemnifying, and holding harmless the City of Shoreline and the Ronald Wastewater District from any and all claims filed against the City or the District for any work done by the Contractor.

12. Contractor agrees the City of Shoreline has, in its sole discretion, the right to permanently or temporarily revoke any side sewer contractor license and all rights and privileges authorized by the license as provided in Section 4 Licensed Side Sewer Contractors of the District's *Comprehensive Code of Rules and Regulations Governing the Operation, Control, and Usage of the District's Sewage Collection Facilities*.

I hereby certify that the information submitted in support of this license application is true and correct. I certify that I have the authority to sign this license application on behalf of the Contractor and that the Contractor shall comply with all rules and regulations of the City of Shoreline and the Ronald Wastewater District pertaining to side sewer contractors and work in the public rights-of-way.

Printed Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

*For Internal Purposes Only:*

Financial Guarantee: Bond/Cash Deposit/Assignment

Insurance Certificate: \_\_\_\_\_

WA Contractor Verification \_\_\_\_\_

Reference/License Check: \_\_\_\_\_

Approved/Denied by: City of Shoreline Development & Construction Manager Date \_\_\_\_\_

Notice sent to Contractor of Approval/Denial on \_\_\_\_\_ by \_\_\_\_\_ via US Mail/ Email



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(206) 801-2500

## **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.



**RONALD WASTEWATER DISTRICT**  
**17505 LINDEN AVENUE NORTH - P.O. BOX 33490**  
**SHORELINE WA 98133-0490**  
**(206) 546-2494**

**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 \_\_\_\_\_, 200 \_\_\_\_\_.**

**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 EASEMENT S 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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**17500 Midvale Ave N.**  
**Shoreline, WA 98133**  
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**LICENSED SIDE SEWER CONTRACTOR HOLD HARMLESS AND INDEMNITY AGREEMENT**

In consideration of the City of Shoreline’s and the Ronald Wastewater District’s granting of a Side Sewer Contractor License to \_\_\_\_\_ (“Contractor”), Contractor agrees to assume all risk of injury, damage, and harm to the Contractor, its employees and representatives, which may arise from work performed as a Licensed Side Sewer Contractor. Contractor further agrees to defend, indemnify, and hold the City of Shoreline, its officers, officials, employees and volunteers and the Ronald Wastewater District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with any work done by the Contractor as a Licensed Side Sewer Contractor, except for injuries and damages caused by the sole negligence of the City of Shoreline or the Ronald Wastewater District.

In the event the Contractor fails to defend any action against the City of Shoreline or the Ronald Wastewater District, Contractor agrees that the City or the District has the right to defend such action and recover from the Contractor any judgment adverse to the City or the District and all costs incurred, including attorney fees.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, or the District, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

*I certify that I have the authority to sign Agreement on behalf of the Contractor and I hereby acknowledge that I have read, understand, and agree to be bound by the terms of this Agreement.*

Printed Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_