



LUMMI TRIBAL SEWER & WATER DISTRICT

2156 LUMMI VIEW DRIVE • BELLINGHAM, WA 98226

(360) 758-7167 • (360) 758-7195

Application for Certification as Sewer Services Contractor

Name of Firm

Contact Person

Street Address of Firm

City, State, Zip Code

Lummi Business Number

Years in Business

Contact Information:

Phone Number

Cellular Phone Number

FAX Number

E-mail Address

Hereby applies for certification to do business as a Sewer Services Contractor in Lummi Tribal Sewer and Water District. It is understood that bond and proof of insurance must be provided, as set forth in certification agreement, prior to approval of certification.

The following information is provided for consideration:

References: Tribal Agencies, Engineers, Water & Sewer Districts, Counties, Cities

Previous Experience: _____

Equipment Owned: _____

LUMMI TRIBAL SEWER & WATER DISTRICT
Sewer Services Contractor's Certification Agreement

This is an agreement between the undersigned Licensed Lummi Tribal Business Contractor, and Lummi Tribal Sewer and Water District, entered into this ____ day of _____, 20____.

The contractor, prior to soliciting and entering into contracts with property owners in the District agrees to the following terms and conditions for the installation of side-sewers and/or stub sewers connecting with sewer laterals or mains:

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.
1. The Contractor shall execute and deliver a surety bond in the amount of \$10,000.00 in favor of Lummi Tribal Sewer and Water District conditioned on performing the obligations of this agreement.
 2. 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.
 3. The Contractor shall obtain or confirm that a Lummi Nation Land Use Permit has been issued and abide by encroachment permits or other permissions which may be required from the County, or other private entity having jurisdiction over roads and streets, prior to commencing sewer service work. Restoration shall be done in a manner approved by the appropriate entity.
 4. The Contractor agrees to follow the current Lummi Nation Tribal Employment Rights Office (TERO) Ordinance if applicable.
 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. The estimated cost of work to be performed and method of payment.
 - b. 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.
8. Contract shall be executed in at least two (2) copies, one of which shall be furnished to the owner.
9. No sewer service connection shall be made to a District sewer main until the main is approved for connections by the District.
10. The contractor shall comply with the requirements set forth in the District Side Sewer Construction Standards (See attached Exhibit A), 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.
11. 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.
12. 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.
13. 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.
14. 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:
 - a) Failure to observe District requirements governing the construction of side sewers.
 - b) Material misrepresentation in obtaining a Sewer Services Contractor's License.
 - c) Failure to pay for labor or material used in the construction of a side or stub sewer.
 - d) 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.
 - e) Non-payment for work performed by the District for which the Sewer Services Contractor is liable.

Certification Submitted By:

Contractor's Business Name: _____

Authorized Representative Signature: _____

Authorized Representative Printed Name: _____

Approved for Lummi Tribal Sewer and Water District:

District Manager: _____ Date: _____

**LUMMI TRIBAL SEWER & WATER DISTRICT
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 Lummi Tribal Sewer & Water District, hereinafter known as OWNER, in the penal sum of Ten Thousand Dollars (\$10,000.00) 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.