## Contract Authorization Routing

**Contracting Party:** AECOM Technical Services, Inc.  
**Name/Project #:** Services Agreement - Leak Detection Services  
**Termination Date:** 12/31/2009  
**City Project Mgr:** Marty Gray  
**Certificate of Insurance:** Attached  
**Is Notary required:** No  
**P.O. Required:** No  
**Exhibits Attached:** Yes  
**Special Instructions:** There are two (2) originals, pls return one (1) original to Mary Newby

### Approval Cycle Settings

- **Approval conditions:** 100% approval  
- **Routing method:** Serial (one at a time)

### Notification Access

- 6/16/09 Lee  
- 6/17/09 Dean
SERVICES AGREEMENT
CITY OF BELLINGHAM - AECOM TECHNICAL SERVICES, INC.

The CITY OF BELLINGHAM, a first class municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 210 Lottie Street, Bellingham, Washington, 98225, and AECOM TECHNICAL SERVICES, INC., 1020 North Broadway Milwaukee, WI 53202 (hereinafter the "Contractor"), in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: Leak Detection Services

II. TERM OF AGREEMENT: Notwithstanding the date of execution hereof, this Agreement shall be in effect from May 8, 2009 to December 31, 2009, both dates inclusive.

III. LIAISON: The City's officer responsible for this Agreement is Martin Gray, its Project Manager. The Contractor's responsible person is Thomas Nejedlo, its Project Manager.

IV. SCOPE OF WORK: See Exhibit 'A' attached and incorporated herein by this reference.

V. PAYMENT:

   A. The maximum payable to the Contractor under this Agreement is $9,494.30, which amount is inclusive of any sales tax payable by the Contractor hereunder.

   B. Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices shall be submitted to the Project Manager for approval prior to payment.

No final payment shall be made until the project is accepted by the City.

VI. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VII. ACCOUNTING AND AUDIT: The Contractor agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to representatives of the City or any
other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

VIII. LIABILITY AND INSURANCE: The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured (with any endorsement required by the policy):

A. Workers Compensation Statutory Amount
B. Broad Form Comprehensive General Liability $1,000,000 per occurrence $2,000,000 aggregate
C. Automobile Liability $1,000,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers’ compensation acts.

An insurance certificate showing the coverage required under this paragraph VIII will be submitted to the City for approval at least annually.

IX. COMPLIANCE WITH LOCAL LAWS: The Contractor shall be duly licensed (including Business Registration with the City of Bellingham) and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

X. TERMINATION; REDUCTION IN FUNDING:

A. Should either party hereto believe that the other has failed to substantially perform all or part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied
to the reasonable satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. On the giving of notice of termination by either party, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

D. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor's business entity hereby agree to complete the work under the terms of this Agreement if requested to do so by the City in the City's sole discretion.
E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

XII. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XII. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

XIII. STATUS OF CONTRACTOR: Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City’s employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker’s compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, maintains a separate set of books and records for such business, and has established or will, by beginning of performance hereunder, establish an account with the State Department of Revenue and have received a unified business identifier number.

XIV. CONTRACTOR’S STUDIES, REPORTS AND WORK PRODUCT:

A. The Contractor may be required to prepare such information and studies as may be pertinent and necessary, or as may be requested by the City, in order that the City may pass critical judgment on the work. This item does not constitute additional work as described in this Agreement.

B. All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon
completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein.

XV. EQUALLY EMPLOYMENT OPPORTUNITY RESPONSIBILITIES: The Contractor agrees that it will comply with all State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds.

XVI. NOTICE. Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth herein below:

City: City of Bellingham
       210 Lottie Street
       Bellingham, WA 98225

Attn: Martin Gray

Contractor: AECOM Technical Services, Inc.
           1020 North Broadway
           Milwaukee, WI 53202

Attn: Richard Hope, Vice President

Any notice given pursuant to this Agreement shall be delivered personally, sent by overnight courier or mailed by registered or certified mail to the addresses above or to such other address as a party shall from time to time advise in writing. If mailed, a notice shall be deemed received three (3) business days after the postmark affixed on the envelope by the United States Post Office.

XVII. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed document in writing pursuant to this Agreement.

EXECUTED, this the 15 day of May, 2009, for the Contractor:

[Signature]

Richard Hope, Vice President
EXECUTED, this the 9th day of June, 2009, for the CITY OF BELLINGHAM:

Mayor
6/15/09

Departmental Approval:
Tom Roseler
Department Head

Attest:
Finance Director

Approved as to Form:
Office of the City Attorney
Exhibit A

City of Bellingham
Leak Detection Services Quote
Quote No. 39-2009

Bid Due Date: April 10, 2009 at 11:00 A.M.

Sealed bids must be delivered to the Purchasing office located at 2221 Pacific Street, Bellingham, WA 98229, no later than 11:00AM on Friday, April 10, 2009.

Questions can be addressed to the Purchasing office-360-778-7750

PROJECT DESCRIPTION AND TECHNICAL SPECIFICATIONS

Project Description:
This project involves performing a leak detection survey on approximately 50 miles of various sizes of ductile iron/cast iron water mains, including hydrant leaks. A leak detection survey is not required to be performed on each individual water service connection, only as needed for sounding and pinpointing.

Scope of Work:
The survey will be conducted according to the procedures set forth in the most current edition of AWWA, M36 Water Audits and Leak Detection and utilizing the latest in leak detection equipment and technology. All personnel will be trained and experienced in the use of the equipment, techniques and methods described in this bid specification.

The consultant shall accomplish the survey by making physical contact with the system (valves, fire hydrants, curb stops, etc.) Prior to initiating the survey, the consultant shall determine the distance that quiet leak sounds will travel in various pipe materials, pipe sizes, and pressure zones within the system.

All leak sounds found during the sounding phase will be further investigated by pinpointing with a leak noise correlator. The correlator's findings are to be confirmed by listening over the leak position with a ground sounding microphone.

The work shall be performed in two sections of the city. The first section completed the week of July 13, 2009 and the second section the week of November 16, 2009. The work shall be done Monday through Friday, 7:30 A.M. -4:00P.M, 5 days per week. A estimate 25 miles per week shall be completed, including pinpointing all leaks.

The City of Bellingham will provide personnel in the field necessary for assistance in locating and operating valves, services, hydrants and will provide all traffic control. At no time shall the consultant operate any of the valves or portion of the City's water system.

The consultant shall not operate any valves controlling water service to the City's customers. When shutting down a water service to a customer is necessary, prior notice shall be given to the customer and shall be coordinated with the City.

The consultant shall prepare and submit for approval to the Water Division Supervisor a daily progress schedule. Items on the schedule shall be arranged by day in the order
and sequence in which they will be performed. The schedule shall be updated at the end of each day for the following day ahead. If the consultant proceeds with work not indicated on the daily schedule, or in a sequence differing from what is shown on the schedule, the Water Division Supervisor may order the consultant to suspend the work until the schedule has been updated or the consultant adheres to the previously approved schedule.

Sounding:
The water leak detection survey will begin with a physical and acoustic examination of all available access points to the underground water pipe such as hydrants, valves, meter/service connections, etc. This will be done with acoustic rods and electronic sound enhancing equipment. The purpose of this initial inspection is to isolate areas of suspected leakage for further intensive leak location testing during the pinpointing phase.

Pinpointing:
Any leak noise that is discovered using the listening instrument, shall be confirmed as a true leak. A leak noise correlator and ground sounding microphone will be used to confirm potential leaks identified during the sounding phase. The location of the water pipe will first be determined using an electronic pipe locator. Once this is determined, the suspected leak area will be narrowed down to between two access points, such as two valves or hydrants, or a valve and a hydrant, etc. Correlator microphone sound sensors will be placed on each of the two access points. Ground sounding shall be used in situations where distances between access points limit or otherwise impede the sound's ability to be heard.

Pinpointing leak locations through interpretation of sound intensity, either by ear, decibel metering, or other like methods, is not acceptable when contact point are available for use with a correlator. In no case shall physical contacts with the system exceed 400 feet.

When normal contact points are not available and/or accessible within the above stipulated distance, an on-the-ground listening device may be used. On-the-ground listening devices can only be used on hard surfaces (concrete, asphalt pavement, or other similar surfaces); when ground cover does not meet this requirement the consultant shall utilize probe rods at intervals not to exceed 10 feet. The on-the-ground listening device shall be used at intervals no greater than 6 feet and directly over the pipeline.

Report:
A report shall be provided at the end of each week that summarizes the results of the leak detection survey for that week. The report shall include at a minimum:
- Dates and times that survey was conducted
- Overall area surveyed (street names, cross streets)
- Leak locations
- Main size at leak location
- Estimated leak rate (GPM)

A final report shall be provided within two weeks of completion of the project. The report shall include at a minimum:
- A summary of the area surveyed
- Observation notes for the area surveyed
- Dates and times that surveys were conducted
- A description of equipment and techniques used to conduct the survey
Exhibit A

The specific location of all detected leaks
Estimated flow rates of each detected leak
If identified leaks were repaired by the City
Results of the resurvey of leak repaired locations

Payment:
Payment for surveyed areas will be made based on a per mile basis as shown on the maps and in the bid Schedule of Prices. Payment shall be full compensation for mobilization and use of all personnel and equipment necessary to complete the leak detection survey as described, including all reports.

The undersigned declares that before preparing their bid, they read carefully the specifications, terms and conditions, and requirements for Bidders and that their bid is made with full knowledge of the kind, quality, and quantity services and equipment to be furnished, and their said bid is as stated on these pages.

Signature of Person Authorized to Sign: [Signature]

Typed Name of Signer: Richard Hope
Title: Vice President

Company: AECOM Technical Services, Inc.

Address: 1020 North Broadway

City, State, Zip: Milwaukee, WI 53202

Telephone: 414.225.5114 Date: April 7, 2009

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$9,494.30
## Certificate of Liability Insurance

### Producer
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Lori Bryson (213)-346-5464
06510 -AECCM-CAS-09/10 EarthT.

### Insured
AECOM
2020 N. Broadway, Ste. 400
Milwaukee, WI 53202

### Insurers Affording Coverage
- NAIC #
  - Insurer A: Zurich American Insurance Company
    - NAIC #: 16535
  - Insurer C: Illinois Union Insurance Co
    - NAIC #: 27960
  - Insurer D: N/A
    - NAIC #: N/A
  - Insurer E:

### Coverages

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. Aggregate limits shown may have been reduced by paid claims.

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### Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions
The city of Bellingham, named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured.

### Certificate Holder
LOS-000836725-03
CITY OF BELLINGHAM
CITY HALL
210 LOTTIE STREET
BELLINGHAM, WA 98225

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

David Donathan
of Marsh Risk & Insurance Services

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
**ADDITIONAL INFORMATION**

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**INSURED**
AECOM
1020 N. Broadway, Ste. 400
Milwaukee, WI 53202

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organizations(s)

CITY OF BELLINGHAM
210 LOTTIE STREET
BELLINGHAM, WA 98225

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II: Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or
B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

**CERTIFICATE HOLDER**

CITY OF BELLINGHAM
CITY HALL
210 LOTTIE STREET
BELLINGHAM, WA 98225

**AUTHORIZED REPRESENTATIVE**

of Marsh Risk & Insurance Services

David Dunihan

Page 2
**ACORD. CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Lachlan Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #101979
Los Angeles CA 90017
(213) 699-6095

**INSURED**
AECOM Technology Corporation
AECOM Technical Services, Inc.
1020 N. Broadway, Ste. 400
Milwaukee WI 53202

**COVERAGES**
AECTE01 OE

**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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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**CERTIFICATE HOLDER**

10645723
City of Bellingham
City Hall
210 Lottie Street
Bellingham WA 98225

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENSURE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

[Signature]

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