

# AGREEMENT

This agreement (the "AGREEMENT") is made this 8th of October, 2024 by and between SNOHOMISH COUNTY (the "OWNER" or the "COUNTY") and Interstate Restoration, LLC operating as First Onsite Property Restoration, doing business as a foreign limited liability company duly licensed to conduct business in the State of Washington (the "CONTRACTOR").

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The term "CONTRACT DOCUMENTS" means and includes the following, which are incorporated herein by reference as if fully set forth herein:

- |   |  |
|---|--|
| (A) Small Works Invitation to Bid                             | (I) Proof of Insurance   |
| (B) General Information                                       | (K) Bid Submittal Packet/Pricing   |
| (C) Instruction to Bidders                                    | (L) Bid Award Letter   |
| (D) General Conditions  | (M) ARPA CLFR Terms & Conditions & Certifications Exhibits C-1 through C-4 |
| (E) Exhibit A-1 NSCEd Moisture Remediation Specifications     |  |
| (F) Exhibit A-2 NSCEd Moisture Intrusion Remediation Protocol |  |
| (G) Exhibit A-3 NSCEd Hazardous Materials Assessment Report   |  |
| (H) Addenda No. _____, Dated _____,                           |  |
| : No. _____, Dated _____,                                     |  |
| No. <u>1</u> , Dated <u>9/17/24</u> , _____,                  |  |

and all modifications or changes issued pursuant to the CONTRACT DOCUMENTS.

In the event of an inconsistency between the terms of this AGREEMENT and any of the other CONTRACT DOCUMENTS, the terms of this AGREEMENT shall control. In the event of an inconsistency among other CONTRACT DOCUMENTS, there shall be no order of precedence.

2. The CONTRACTOR will perform the Moisture Remediation at New Start of Edmonds Bid # SW-24-015LY (the "WORK"), in accordance with the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS upon written notice to proceed (the "NOTICE TO PROCEED") and will complete the WORK for Base Bid within forty-five (45) days.
4. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein, in accordance with the CONTRACT DOCUMENTS.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of ONE HUNDRED FIFTY SIX THOUSAND, ONE HUNDRED NINETY SEVEN DOLLARS AND FIFTY CENTS (\$156,197.50) plus applicable Washington state sales tax.
6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth, such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACTOR must verify mandatory responsibility criteria for each first tier subcontractor, and its subcontractors of any tier that hire other subcontractors must verify mandatory responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and SCC 3.04.131(2) and possesses an electrical contractor license, if required by Chapter 19.28 RCW, or an elevator contractor license, if required by Chapter 70.87 RCW.
8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
9. The CONTRACTOR shall defend, indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the COUNTY.

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 COUNTY, its officers, officials, employees and volunteers, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

10. The CONTRACTOR shall procure and maintain for the duration of the AGREEMENT, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
11. **Non-discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**12. Title VI (Federal) Non-discrimination**

Snohomish County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**13. American Rescue Plan Act (ARPA) Funding**

The County has appropriated funds from its portion of Coronavirus Local Fiscal Recovery Funds (“CLFR”) pursuant to the American Rescue Plan Act (ARPA), PL 117-2, section 9901, codified at 42 U.S.C. Section 802 *et seq.* The project is subject to a number of conditions as outlined in the statute including Section 603(c) of the Social Security Act, regulations as promulgated by the Department of Treasury (31 CFR Part 35) as amended; Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions promulgated by the U.S. Department of the Treasury, as amended; and Compliance and Reporting Guidance – State and Local Fiscal Recovery Funds as promulgated by the U.S. Department of the Treasury, as amended. The Contractor is also subject to regulatory requirements under the Uniform Guidance at 2 CFR Part 200. More information is available at the U.S. Department of Treasury’s website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

In case of conflict between these ARPA CLFR Terms and Conditions and the Agreement, the following order of priority shall be used: (1) CLFR Terms and Conditions and (2) the Agreement. The Contractor shall provide the County the following documents completed to the County’s satisfaction:

- Cost Certification, in the form attached hereto as EXHIBIT C-1, to be submitted with each invoice.
- Lobbying Certification, in the form attached hereto as EXHIBIT C-2
- If activity occurs, Lobbying Disclosure Form, in the form attached hereto as EXHIBIT C-3
- Civil Rights Certification, in the form attached hereto as EXHIBIT C-4

Attachments are provided with this Contract in compliance with the funding requirements and are made a part of this Contract by this reference. Please review Exhibit C-1 for future use when submitting invoices. Exhibit C-2 through C-4 must be signed and returned with the Contract Documents.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument on the day and year first written above, and the OWNER has caused this instrument to be executed by, and in the name of Snohomish County, the day and year first written below.

SNOHOMISH COUNTY

CONTRACTOR

By  10/16/2024  
Purchasing Manager Date

By  10/8/2024  
Signature of Company Officer Date

Approved as to form:

Matthew Kristofco, Chief Legal Officer  
Printed Name and Title

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

Interstate Restoration, LLC operating as First Onsite Property Restoration  
Contractor Name



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2024

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).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> WTW Certificate Center <b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@wtwco.com	<b>FAX (A/C. No.):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Interstate Restoration, LLC dba First Onsite Property Restoration 6200 South Syracuse Way Suite 230 Greenwood Village, CO 80111	<b>INSURER A:</b> Westchester Surplus Lines Insurance Compan	<b>NAIC #</b> 10172
	<b>INSURER B:</b> Arch Insurance Company	11150
	<b>INSURER C:</b> Allied World Assurance Company US Inc	19489
	<b>INSURER D:</b> Arch Indemnity Insurance Company	30830
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER: W35562009

REVISION NUMBER:

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 INSD	SUBR 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 <input checked="" type="checkbox"/> Shared Gen Agg w/ CPL & PL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	G24086446015	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Max Project Gen Agg \$ 5,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	31CAB8988601	12/31/2023	12/31/2024	BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Liability Deductible \$ 250,000
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0312-4766	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	34WCI8988701	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liab Claims-Made</b> <b>Contractor's Pollution Liability</b> <b>3rdParty Premises Pollution Liab</b>	Y	Y	G24086446015	12/31/2023	12/31/2024	See Attached Addendum

**APPROVED**  
By Diane Baer - Risk Management at 12:03 pm, Oct 10, 2024

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

RE: Job# 00589461 / New Start of Edmonds / 22127 Highway 99, Edmonds, WA 98026

Locations: All locations under the ownership of FirstOnsite are covered under all policies

### CERTIFICATE HOLDER

Snohomish County  
3000 Rockefeller Ave,  
Everett, WA 98201

### 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



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Interstate Restoration, LLC dba First Onsite Property Restoration 6200 South Syracuse Way Suite 230 Greenwood Village, CO 80111	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds: First Onsite Property Restoration is the go-to-market name of the North American platform of restoration businesses, which include the following:

- Interstate Restoration, LLC
- Interstate Restoration Hawaii, LLC
- Super Restoration Service Co., LLC
- Rolyn, LLC
- Perfection Property Restoration, Inc.
- Maxons Restorations, Inc
- Moore Restoration, Inc.
- Pro Construction, LLC
- Pro Contents, LLC.
- Insurance Restoration Specialists, Inc.
- Master Maintenance, Inc.
- Case Restoration Co.
- Dry Patrol LLC

Additional Insured(s) listed below is included as Additional Insured as respects General Liability, Pollution Liability and Automobile Liability (Excess follows form) as required by written contract with the Named Insured.

Additional Insureds: Snohomish County, its officers, elected officials, agents and employees

General Liability, Pollution Liability and Automobile Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of subrogation applies in favor of Additional Insured as respects General Liability, Pollution Liability, Automobile Liability and Workers' Compensation (Excess follows form) as required by written contract with the Named Insured and as permitted by law.



## ADDITIONAL REMARKS SCHEDULE

AGENCY See Page 1	NAMED INSURED See Page 1
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1
CARRIER See Page 1	
NAIC CODE See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Coverage	Policy Term	Policy Number	Carrier & NAIC #	Limits	Additional Remarks
Excess Liability - 1st Excess	12/31/2023-12/31/2024	0312-4766	Allied World Assurance Company US Inc NAIC # 19489	\$10,000,000 Each Occurrence \$10,000,000 Policy Aggregate	Follow Form over • Automobile Liability • General Liability • Contractor's Pollution Liability • Professional Liability • Employers Liability
Excess Liability - 2nd Excess	12/31/2023-12/31/2024	FFX203559512	Nautilus Insurance Company NAIC # 17370	\$5,000,000 Each Occurrence \$5,000,000 Policy Aggregate	Excess over Allied World Assurance Company US Inc Policy #0312-4766
Contractor's Pollution Liability	12/31/2023-12/31/2024	G24086446015	Westchester Surplus Lines Insurance Company NAIC # 10172	\$1,000,000 Each Occurrence	
3rd Party Premises Pollution Liability				\$1,000,000 Each Occurrence	
Professional Liability				\$1,000,000 Each Claim	Claims Made policy
Bailment Coverage				\$1,000,000 General Aggregate \$5,000 Deductible	Coverage applies to property damage to customer's property only
Crime/Fidelity	12/31/2023-12/31/2024	8262-2621	Federal Insurance Company NAIC # 20281	\$5,000,000 Employee Theft \$5,000,000 Client Property \$50,000 Retention	



## ADDITIONAL REMARKS SCHEDULE

AGENCY See Page 1	NAMED INSURED See Page 1
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1
CARRIER See Page 1	
NAIC CODE See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

<u>Coverage</u>	<u>Policy Term</u>	<u>Policy Number</u>	<u>Carrier &amp; NAIC #</u>	<u>Limits</u>	<u>Additional Remarks</u>
Contractor's Equipment				\$10,000,000 Maximum Limit \$51,144,985 Scheduled \$500,000 Unscheduled Leased, Rented or Borrowed Equipment \$250,000 Unscheduled Tools and Contractor's Equipment \$1,000 Deductible except \$25,000 for Flood	<ul style="list-style-type: none"> <li>• Causes of loss: All Perils</li> <li>• Valuation: Replacement Cost (5 Years)</li> <li>• Coinsurance: 80%</li> <li>• Flood: Excluded in zone A, AE, D or V and on any island(s)</li> <li>• Policy does not include Overload, Theft and Earthquake exclusions</li> </ul>
Builder's Risk and Installation Floater	12/31/2023-12/31/2024	UM00090266MA23A	XL Specialty Insurance Company NAIC # 37885	\$5,000,000 Covered Property \$1,000,000 Transit \$2,500,000 Flood Per Occurrence \$2,500,000 Flood Annual Aggregate \$2,500,000 Earthquake and Volcanic Eruption Per Occurrence \$2,500,000 Earthquake and Volcanic Eruption Annual Aggregate  Deductibles: \$5,000 Covered Property 3% Named Storm / \$50,000 minimum \$25,000 Flood - Per Occurrence \$25,000 Earthquake and Volcanic Eruption - Per Occurrence	<ul style="list-style-type: none"> <li>• Valuation: Replacement Cost</li> <li>• Coinsurance: 0%</li> <li>• Flood coverage provided in FEMA Zones C/Unshaded X Only</li> <li>• Earthquake coverage excluded in California and Hawaii</li> </ul>



## ADDITIONAL REMARKS SCHEDULE

AGENCY See Page 1	NAMED INSURED See Page 1
POLICY NUMBER See Page 1	EFFECTIVE DATE: See Page 1
CARRIER See Page 1	
NAIC CODE See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

<u>Coverage</u>	<u>Policy Term</u>	<u>Policy Number</u>	<u>Carrier &amp; NAIC #</u>	<u>Limits</u>	<u>Additional Remarks</u>
Workers Compensation - Employers Liability	12/31/2023-12/31/2024	34WCI8988701	Arch Indemnity Insurance Company NAIC # 30830	\$1,000,000 Bodily Injury by Accident - Each Accident \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit Bodily Injury by Disease	Statutory Coverage  States Covered: AL, AR, AZ, CA, CO, CT, DC, DE, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, SC, TN, TX, UT, VA, WI, WV  Stop Gap Coverage: ND, OH, WA, WY
Workers Compensation - Employers Liability	12/31/2023-12/31/2024	31WCI8988601	Arch Insurance Company NAIC # 11150	\$1,000,000 Bodily Injury by Accident - Each Accident \$1,000,000 Each Employee Bodily Injury by Disease \$1,000,000 Policy Limit Bodily Injury by Disease	Statutory Coverage  States Covered: FL



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract.	As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract.	Where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Named Insured FirstOnSite USA Holdings, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24086446 015	Policy Period 12/31/2023 to 12/31/2024	Effective Date of Endorsement 12/31/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD  
PRIMARY & NON-CONTRIBUTORY**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

As required by contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**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** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

Furthermore, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

All other terms and conditions remain the same.

Named Insured FirstOnSite USA Holdings, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24086446 015	Policy Period 12/31/2023 to 12/31/2024	Effective Date of Endorsement 12/31/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS  
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE  
CONTRACTORS POLLUTION LIABILITY COVERAGE

**SCHEDULE:**

<p><u>Name of Person or Organization:</u> As required by contract .</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**SECTION II - WHO IS AN INSURED** is amended to include:

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

Named Insured FirstOnSite USA Holdings, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24086446 015	Policy Period 12/31/2023 to 12/31/2024	Effective Date of Endorsement 12/31/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:  
As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

## NOTICE TO OTHERS ENDORSEMENT

Named Insured FirstOnSite USA Holdings, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G24086446 015	Policy Period 12/31/2023 to 12/31/2024	Effective Date of Endorsement 12/31/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

Commercial General Liability  
Contractor's Pollution Liability  
Professional Liability

### **FIRST NAMED INSURED'S REPRESENTATIVE**

Name of first **Named Insured's** representative: *(Enter the name and address of the Retail Agent)*

Willis Towers Watson Southeast, Inc.  
11311 McCormick Road, Suite 450  
Hunt Valley, MD 21031

- A.** For purposes of this endorsement, the following definition is added:  
Certificate **Holder Schedule** – A list of persons or organizations requesting 30 day notice of cancellation of this Policy that is created by and maintained by the first **Named Insured** or the first **Named Insured's** representative.
- B.** We will only be responsible for sending written notice of cancellation to the first **Named Insured** and the first **Named Insured's** representative identified above. This notice will be sent at least 35 days prior to the cancellation date applicable to the Policy. In turn, it will be the sole responsibility of the first **Named Insured's** representative to send notice to the persons or organizations listed in the **Certificate Holder Schedule** at least 30 days prior to the cancellation date applicable to the Policy.
- C.** If we cancel this Policy prior to its expiration date by notice to the first **Named Insured** for any reason other than nonpayment of premium, we will also send written notice of cancellation to the first **Named Insured's** representative to enable such representative to send notice to such persons or organizations in the **Certificate Holder Schedule** upon receipt of written notice of cancellation from us. This notice to persons or organizations listed in the **Certificate Holder Schedule** will be the sole responsibility of the first **Named Insured's** representative, separate from and in addition to our notice to the first **Named Insured**, the first **Named Insured's** representative and any other party to whom we are required to notify by statute or in accordance with the cancellation provisions of the Policy.
- D.** We will not receive or maintain a copy of the **Certificate Holder Schedule**. Sole responsibility for the accuracy and correctness of information in any **Certificate Holder Schedule** lies exclusively with the first **Named Insured** or the first **Named Insured's** representative.
- E.** The notice to persons or organizations listed in the **Certificate Holder Schedule** referenced in this endorsement and provided by the first **Named Insured's** representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Certificate Holder Schedule** in the event of cancellation of coverage. We have no legal

obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) listed in the **Certificate Holder Schedule** will impose no obligation or liability of any kind upon the insurance company, its agents and representatives, and will not extend any Policy cancellation date and/or negate any cancellation of the Policy.

- F. This endorsement does not apply in the event that the first **Named Insured** cancels the Policy or in the event of cancellation for nonpayment of premium.

All other terms and conditions of this Policy remain unchanged.



**ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.**199 Water Street, 24<sup>th</sup> Floor, New York, NY 10038 · Tel. (646) 794-0500 · Fax (646) 794-0611**ENVIRONMENTAL EXCESS LIABILITY POLICY  
DECLARATIONS**

Policy No: 0312-4766 New/Renewal of: 0312-4766

- ITEM 1. NAMED INSURED:** FirstOnSite USA Holdings, Inc  
6200 S Syracuse Way, Suite 230  
**ADDRESS:** Greenwood Village, CO 80111
- ITEM 2. POLICY PERIOD:** From: December 31, 2023 To: December 31, 2024  
[12:01 A.M. standard time at the address stated in Item 1 above]
- ITEM 3. LIMITS OF THIS INSURANCE:**
- |                |  |
|----------------|--|
| US\$10,000,000 | Per Incident Limit   |
| US\$10,000,000 | Policy Aggregate Limit (as defined in the First Underlying Insurance Policy) |

**ITEM 4. SCHEDULE OF UNDERLYING INSURANCE:****Primary**

Westchester Surplus Lines Insurance Company, G24086446 015

General Liability, Contractors Pollution Liability, Professional Liability

US\$1,000,000	Each Occurrence
US\$2,000,000	General Aggregate
US\$2,000,000	Products-Completed Operations Aggregate
US\$1,000,000	Personal & Advertising Injury
US\$1,000,000	Contractor's Pollution Liability – Each Pollution Condition
US\$1,000,000	Professional Liability - Each Claim
US\$1,000,000	Onsite Cleanup Endorsement – Each Pollution Condition
US\$1,000,000	Third Party Premises Pollution Endorsement – Each Pollution Condition

**Primary**

Arch Insurance Group, 31CAB8988601

Auto Liability

US\$2,000,000	Combined Single Limit
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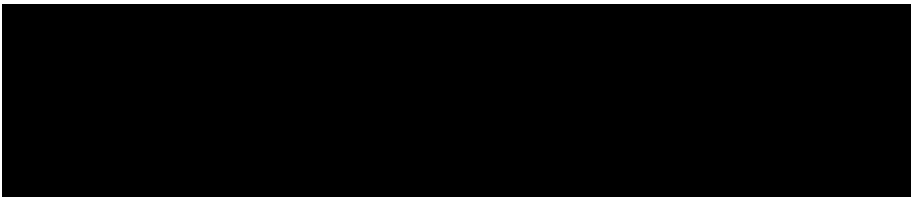
**Primary**

Arch Insurance Group, 31WCI898860, 34WCI8988701

Employers Liability

US\$1,000,000	Bodily Injury By Disease - Each Employee
US\$1,000,000	Bodily Injury By Disease - Policy Aggregate
US\$1,000,000	Bodily Injury Each Accident

**ITEM 5. POLICY PREMIUM:**



**ITEM 6. NOTICE OF OCCURRENCE, CLAIM, SUIT, OR PROCEEDING:**

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.  
ATTN: ENVIRONMENTAL CLAIMS DEPT.  
199 WATER STREET, 24<sup>TH</sup> FLOOR  
NEW YORK, NY 10038  
[EnvCasClaims@awac.com](mailto:EnvCasClaims@awac.com)

**ALL OTHER NOTICES:**

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.  
ATTN: ENVIRONMENTAL CASUALTY  
199 WATER STREET, 24<sup>TH</sup> FLOOR  
NEW YORK, NY 10038

**ITEM 7. Representative of Insured:  
Address:**

CRC Insurance Services, Inc.  
6200 S. Syracuse Way, Suite 100  
Greenwood Village, CO 80111

SURPLUS LINES LICENSEE: CRC Corporate License 183767

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an ELIGIBLE nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

IN WITNESS WHEREOF, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by one of our duly authorized representatives, where required by law.



President



Asst. Secretary



**AUTHORIZED REPRESENTATIVE**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB8988601

Named Insured: FirstOnsite USA Holdings, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12/31/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured: FirstOnSite USA Holdings, Inc.</b></p> <p><b>Endorsement Effective Date: 12/31/2023</b></p>
--

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 12/31/2023  
Insured: FirstOnsite USA Holdings, Inc.

Policy No.: 34WCI8988701

Endorsement No.  
Premium: Incl

Insurance Company: Arch Indemnity Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: 12/31/2023

Policy No.: 31WCI8988601

Endorsement No.

Insured: FirstOnsite USA Holdings, Inc.

Premium: Incl

Insurance Company: Arch Insurance Company

Countersigned by \_\_\_\_\_

**WC 00 03 13**

(Ed. 4-84)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31CAB8988601

Named Insured: FirstOnsite USA Holdings, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12/31/2023



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 34WCI8988701

Named Insured: FirstOnsite USA Holdings, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12/31/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31WCI8988601

Named Insured: FirstOnsite USA Holdings, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 12/31/2023

**PERFORMANCE, PAYMENT & WARRANTY BOND**

RCW 39.08

KNOW ALL PERSONS BY THESE PRESENTS, that, Interstate Restoration LLC dba First Onsite Property Restoration doing  
 (Name of Contractor)  
 business as an Limited Liability Company and licensed to do business in the State of  
 (Individual, Partnership, or Corporation organized under the laws of the State of )  
 Washington as a contractor, as PRINCIPAL, and Ace American Insurance Company as a  
 (Name of Surety)  
 corporation organized under the laws of the State of PA and authorized to transact business  
 (if not corp. explain \_\_\_\_\_)  
 in the State of Washington as a surety, as SURETY, their heirs, executors, administrators, successors  
 and assigns, are jointly and severally held and bound unto the COUNTY of Snohomish, Washington,  
 hereinafter called COUNTY, for payment in the sum of One Hundred Fifty Six Thousand One Hundred Ninety Seven and 50/100 Dollars  
 (\$ 156,197.50 ). Surety agrees that in all matters relating to this obligation, that surety is bound by  
 the laws of the State of Washington and that surety is subject to the jurisdiction of the State of  
 Washington.

THE CONDITION OF THIS OBLIGATION IS THAT: WHEREAS, on the 8th day of October, 2024,  
 the PRINCIPAL executed a contract with the COUNTY for

Project Name: Moisture Remediation at New Start of Edmonds  
 Project Number: \_\_\_\_\_ Bid Number: SW-24-015LY

WHEREAS, the PRINCIPAL, in the terms, conditions and provisions of the contract, agreed to furnish  
 all material and do certain work, to-wit: that the PRINCIPAL will undertake and complete the project  
 identified above according to the maps, plans, specifications and other documents made a part of  
 said contract, which contract as so executed, is attached hereto, and by this reference is incorporated  
 herein and made a part hereof as fully for all purposes as if set forth at length.

NOW, THEREFORE, if the PRINCIPAL shall faithfully and truly observe and comply with the terms,  
 conditions, and provisions of said contract in all respects and shall well and truly and fully do and  
 perform all matters and things undertaken to be performed under said contract, upon the terms  
 proposed therein, and within the time prescribed therein, and until the same is accepted by the  
 COUNTY, and shall pay all laborers, mechanics, subcontractors and material persons, and all persons  
 who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of  
 such work, and shall in all respects faithfully perform said contract according to law, then this  
 obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this 9th day of October, 2024.

PRINCIPAL  
 Name: Interstate Restoration LLC DBA First Onsite Property Restoration

Address: 3401 Quorum Dr #300

Fort Worth, TX 76137

By:   
 (Signature of Authorized Rep.)

Matthew Kristafio  
 (Typed Name of Authorized Rep.)

Title: Chief legal Officer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On OCT 09 2024 before me, D. Garcia, Notary Public  
*Date Here Insert Name and Title of the Officer*

Personally appeared B. Aleman  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *D. Garcia*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_ Document Date \_\_\_\_\_

Number of Pages \_\_\_\_\_ Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_  
 Corporate Officer—Title(s) \_\_\_\_\_  
 Partner  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other \_\_\_\_\_

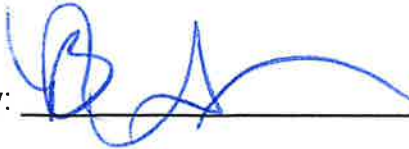
Signer's Name \_\_\_\_\_  
 Corporate Officer—Title(s) \_\_\_\_\_  
 Partner  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

SURETY

Name: Ace American Insurance Company  
(Attorney-in-fact for SURETY\*)

By: 


Lockton Insurance Brokers LLC 8110 East Union Ave Ste 100, Denver, CO 80237

Name/Address of Local Office or Agent

B. Aleman  
(Typed name of Attorney-in-Fact)



ACCEPTED: SNOHOMISH COUNTY

By:   
Purchasing Manager

Date: 10/6/2024

Approved as to form:

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

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

\*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-Fact.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Martha Barreras of Irvine, California; B Aleman, Erin Brown, Sarah Campbell, Lisa Crail, D Garcia, Simone Gerhard, Michelle Haase, Thomas G. McCall, Janina Monroe, Emily Newell, Timothy Noonan, Jennifer Ochs, Paul Rodriguez, Aidan Smock, Edward C. Spector, Ethan Spector, Marina Tapia, Charles R. Teter III and KD Wapato of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 30th day of November, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 30th day of November, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 9th Day of October, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

**SNOHOMISH COUNTY  
RETAINAGE BOND  
(Bond In Lieu of Retainage - RCW 60.28)**

KNOW ALL PERSONS BY THESE PRESENTS, THAT Interstate Restoration LLC dba First Onsite Property Restoration a corporation organized under the laws of the State of CO and registered to do business in the State of Washington as a contractor, as Principal, and Ace American Insurance Company a corporation organized under the laws of the State of PA and registered to transact business in the State of Washington as surety, as Surety, their heirs, executors, administrators, successors and assigns, are jointly and severally held and bound to the County of Snohomish, Washington, hereinafter called COUNTY, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the sum of five percent (5%) of all amounts earned by the Principal on the contract described below.

THE CONDITIONS OF THIS BOND OBLIGATION ARE THAT:

WHEREAS, on the 8th day of October, 2024, the Principal executed a contract with the COUNTY for:

Project Name: Moisture Remediation at New Start of Edmonds

Contract Number SW-24-015LY; and

WHEREAS, said contract and RCW 60.28 require the COUNTY to withhold from the Principal the sum of five percent (5%) from monies earned by the Principal on estimates during the progress of the construction, hereinafter referred to as earned retained funds;

AND WHEREAS, the Principal has requested that the County not retain any earned retained funds as allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the surety is held and bound to the COUNTY and to the beneficiaries of the trust fund created by RCW 60.28 in the sum of five percent (5%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work, addition of new items of work, or otherwise, hereafter referred to as the final contract cost. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, and all trust fund purposes of RCW 60.28 have been met, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the COUNTY.

IT IS FURTHER EXPRESSLY AGREED THAT:

1. The liability of the Surety under this bond shall not exceed five percent (5%) of the final contract cost, if no monies are retained by the COUNTY on estimates during the progress of construction.
2. The COUNTY reserves the right to resume the actual withholding of earned retained funds according to the contractor's designated option for management of Retainage under RCW 60.28.010(2). In the event the COUNTY resumes withholding of earned retained funds, the liability of the Surety under this bond shall not exceed the actual amount of the earned retained funds which have been released and are not currently held by the COUNTY.
3. The Surety hereby consents to and waives notice of any extension in the time for performance of the contract, assignment of obligations under the contract, or contract alteration, amendment, or change order.

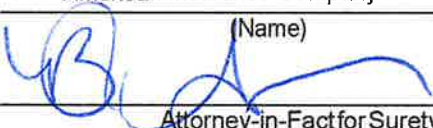
4. Any suit under this bond must be instituted within the time period provided by applicable law. The bond shall be subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.
5. Until written release of this obligation by the COUNTY, this bond may not be terminated or canceled by the Principal or the Surety for any reason. Any extension of time for the Principal's performance on the contract, assignments of obligations under the contract or any amendment to the contract of any kind shall not release the Surety from its obligation under this bond.
6. RCW 60.28 authorizes the COUNTY to substitute a retainage bond in lieu of ever actually retaining earned retained funds and the Surety hereby waives any defense that this bond is void or otherwise not authorized by law
7. Any claim or suit against the COUNTY to foreclose the liens provided for by RCW 60.28 shall be effective against the Principal and Surety and any judgment under RCW 60.28 against the COUNTY shall be conclusive against the Principal and the Surety.

October, 2024

WITNESS our hands this 11th day of Oct, 2024

**SURETY:**



Ace American Insurance Company  
 \_\_\_\_\_  
 (Name)  
  
 \_\_\_\_\_  
 Attorney-in-Fact for Surety

B. Aleman  
 \_\_\_\_\_  
 (Typed Name)

Lockton Insurance Brokers LLC  
 \_\_\_\_\_  
 (Name of Local Office or Agent)

8110 East Union Ave Ste 100  
 \_\_\_\_\_  
 (Address of Local Office or Agent)

Denver, CO 80237  
 \_\_\_\_\_  
 (City, State, Zip)

303-414-6120  
 \_\_\_\_\_  
 (Area Code and Phone Number)

**PRINCIPAL:**

Interstate Restoration LLC dba First Onsite Property Restoration  
 \_\_\_\_\_  
 (Name)

3401 Quorum Dr #300  
 \_\_\_\_\_  
 (Address)

Fort Worth, TX 76137  
 \_\_\_\_\_  
 (City, State, Zip Code)

  
 \_\_\_\_\_  
 (Signature of Authorized Representative)

\_\_\_\_\_  
 (Typed Name of Authorized Representative)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Area Code and Phone Number)

**ACCEPTED:  
 SNOHOMISH COUNTY**

  
 \_\_\_\_\_  
 PURCHASING MANAGER

10 16 2024  
 \_\_\_\_\_  
 DATED

\*This bond must be accompanied by a fully executed Power of Attorney appointing the Attorney-in-fact.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On OCT 11 2024 before me, D. Garcia, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared B. Aleman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name Signer's Name
[ ] Corporate Officer—Title(s) [ ] Corporate Officer—Title(s)
[ ] Partner [ ] Limited [ ] General [ ] Partner [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact [ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator [ ] Trustee [ ] Guardian or Conservator
[ ] Other [ ] Other

Signer Is Representing Signer Is Representing

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Martha Barreras of Irvine, California; B Aleman, Erin Brown, Sarah Campbell, Lisa Crail, D Garcia, Simone Gerhard, Michelle Haase, Thomas G. McCall, Janina Monroe, Emily Newell, Timothy Noonan, Jennifer Ochs, Paul Rodriguez, Aidan Smock, Edward C. Spector, Ethan Spector, Marina Tapia, Charles R. Teter III and KD Wapato of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 30th day of November, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 30th day of November, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 11th day of October 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary