

GENERAL SERVICES AGREEMENT
EMERGENCY REMEDIATION AND RESTORATION SERVICES

THIS GENERAL SERVICES AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the COUNTY OF LAKE, hereinafter referred to as COUNTY, and Bridges Restoration, LLC, dba West Coast Fire and Water, hereinafter referred to as SERVICE PROVIDER:

W I T N E S S E T H

WHEREAS, COUNTY has determined that it is desirable to retain SERVICE PROVIDER to provide emergency remediation and restoration services; and,

WHEREAS, the parties are unable to define at this time the precise scope of all services which will be required of SERVICE PROVIDER, this GENERAL SERVICES AGREEMENT shall include the general provisions for contractual agreements between COUNTY and SERVICE PROVIDER. Supplemental Services Agreements between COUNTY and SERVICE PROVIDER shall be executed in writing for each phase of work which will be accomplished prior to the commencement of services under said Supplemental Services Agreements. The general conditions of this General Services Agreement shall apply to each Supplemental Services Agreement hereinafter executed.

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, it is hereby agreed:

1. RETENTION OF SERVICE PROVIDER
2. COUNTY hereby retains SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER hereby agrees to serve COUNTY in providing services in connection with services in support of emergency restoration and/or remediation related needs. Only those projects being

designated in Supplemental Services Agreements shall be subject to the terms of this General Services Agreement.

3. DESCRIPTION OF SERVICES

SERVICE PROVIDER shall undertake the work covered by this GENERAL SERVICES AGREEMENT and supplements thereto at such time as he is authorized in writing to do so by COUNTY and shall diligently complete each project pursuant to the predetermined progress schedule established by the parties for each project. No work shall be undertaken by SERVICE PROVIDER under this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements until SERVICE PROVIDER is specifically authorized in writing by COUNTY's authorized representative, who is the Director of the Department of Public Services acting in accordance with all County purchasing policies. Services that are anticipated to be required to complete the type of projects listed in Section 1 above shall include but not necessarily be limited to:

- Remediation
 - o Water extraction and removal (from floods, burst pipes, roof leaks)
 - o Structural drying and dehumidification
 - o Mold remediation (inspection, removal, cleaning, treatment)
 - o Fire and smoke damage cleaning (soot removal, deodorization)
 - o Biohazard cleanup (trauma scenes, sewage backups, animal waste)
 - o Asbestos and lead abatement
 - o Hazardous materials containment and disposal
 - o Odor control and deodorization
 - o Contents pack-out and cleaning (removing and cleaning personal property)
 - o Temporary board-up and site stabilization (securing buildings after fires, vandalism, storms)
 - o Environmental remediation (oil spills, chemical spills, soil remediation)

- Restoration
 - o Structural repairs (framing, drywall, flooring, ceilings, cabinetry)
 - o Painting and finishing
 - o Carpet and flooring replacement
 - o Roof repairs or replacement
 - o Window and door replacement
 - o HVAC repair and replacement
 - o Electrical and plumbing repairs
 - o Contents restoration (specialty cleaning, electronics, furniture restoration)
 - o Reconstruction and remodeling (if needed after major loss)
 - o Final cleaning and turnover
- Other
 - o Emergency project management and coordination
 - o Damage assessment and documentation
 - o Moisture mapping and monitoring
 - o Air quality testing and clearance testing (post-remediation)
 - o Insurance documentation and coordination
 - o Temporary power or climate control services (generators, air scrubbers, dehumidifiers)

4. TERMS OF SERVICE

Non-Exclusivity. This Agreement is non-exclusive. COUNTY reserves the rights to retain, employ, or contract with other qualified services providers during the term of this Agreement on such occasions and in such circumstances as COUNTY shall determine are appropriate.

Ability to Perform. SERVICE PROVIDER warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all

federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. SERVICE PROVIDER shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws as well as with County ordinances, regulations and adopted codes during its performance of the work.

Permits and Licenses. SERVICE PROVIDER shall procure all permits and licenses, pay all charges and fees, and give all necessary or legally required notices.

Prevailing Wage. SERVICE PROVIDER is obligated to pay prevailing wages under the California Labor Code. SERVICE PROVIDER agrees to indemnify, defend and hold COUNTY harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of SERVICE PROVIDER to be familiar with the California Labor Code, and failure or neglect of SERVICE PROVIDER to understand the California Labor Code shall in no way relieve SERVICE PROVIDER from any obligations.

Apprenticeship. Labor Code section 1777.5 requires the use of qualified apprentices by all trades, regardless of the dollar amount of their portion of the work, on public works contracts over \$30,000. Apprentices shall be used at no less than the ratio required by law, and shall be paid at the prevailing wage for apprentices in the trade for which they are registered. It is SERVICE PROVIDER's sole responsibility to ensure that they and their subcontractors comply with the specific requirements of section 1777.5.

Department of Industrial Relations Requirements. The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. SERVICE PROVIDER and any subcontractor shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Safety Provisions. SERVICE PROVIDER shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

Preservation of COUNTY Property. SERVICE PROVIDER shall provide and install suitable safeguards, approved by COUNTY, to protect COUNTY property from injury or damage. If COUNTY property is injured or damaged as a result of SERVICE PROVIDER's, it shall be replaced or restored within a reasonable time at SERVICE PROVIDER's expense. The facilities shall be replaced or restored to a condition as good as when SERVICE PROVIDER began work.

Subcontractors. SERVICE PROVIDER shall be solely responsible for ensuring that any subcontractors used in completing tasks under the Agreement comply with all pertinent laws and regulations as well as the relevant terms of this Agreement. COUNTY shall have no obligation to monitor or oversee subcontractors.

Service Provider Non-Discrimination. In the performance of this work, SERVICE PROVIDER agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or sexual orientation of such persons.

Work Delays. Should SERVICE PROVIDER be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of COUNTY, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at COUNTY's sole option, be extended for such periods as may be agreed upon by COUNTY and SERVICE PROVIDER

Inspection. SERVICE PROVIDER shall furnish COUNTY with every reasonable opportunity for

COUNTY to ascertain that the services of SERVICE PROVIDER are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to COUNTY's inspection and approval. The inspection of such work shall not relieve SERVICE PROVIDER of any of its obligations to fulfill its contract requirements..

Audit. SERVICE PROVIDER shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination or expiration of this Agreement. SERVICE PROVIDER agrees that COUNTY, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. SERVICE PROVIDER shall reimburse COUNTY for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by SERVICE PROVIDER with respect to this Agreement, if allowed by this Agreement.

5. TERM

This GENERAL SERVICES AGREEMENT shall remain in full force for a period of three (3) years from the date of approval or until terminated by either party.

6. COMPENSATION AND PAYMENT

SERVICE PROVIDER shall be compensated for services rendered hereunder as provided in each

applicable Supplemental Services Agreement hereinafter executed. The total compensation for any Supplemental Services Agreement shall not exceed the maximum allowed limit as authorized under Section 22020 of the Public Contract Code.

7. HOLD HARMLESS AND INDEMNITY

- a) Hold Harmless for SERVICE PROVIDER's Damages. SERVICE PROVIDER holds COUNTY, its elected officials, officers, agents, employees and volunteers, harmless from all of SERVICE PROVIDER's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to SERVICE PROVIDER, to SERVICE PROVIDER's employees, to SERVICE PROVIDER's contractors or subcontractors, or to the owners of SERVICE PROVIDER's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.
- b) Defense and Indemnity of Third Party Claims/Liability. SERVICE PROVIDER shall indemnify, defend with legal counsel approved by COUNTY, and hold harmless COUNTY, its elected officials, officers, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with SERVICE PROVIDER's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of COUNTY. Should conflict of interest principles preclude a single legal counsel from representing both COUNTY and SERVICE PROVIDER, or should COUNTY otherwise find SERVICE PROVIDER's legal counsel unacceptable, then SERVICE PROVIDER shall reimburse COUNTY its costs of defense, including without

limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. SERVICE PROVIDER shall promptly pay COUNTY any final judgment rendered against COUNTY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of SERVICE PROVIDER's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination or expiration of this Agreement. SERVICE PROVIDER's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of COUNTY under any provision of this Agreement, SERVICE PROVIDER shall not be required to indemnify and hold harmless COUNTY for liability attributable to the active negligence of COUNTY, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where COUNTY is shown to have been actively negligent and where COUNTY's active negligence accounts for only a percentage of the liability involved, the obligation of SERVICE PROVIDER will be for that entire portion or percentage of liability not attributable to the active negligence of COUNTY.

- c) Nonwaiver. COUNTY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by COUNTY, or the deposit with COUNTY, of any insurance certificates or policies described in the Agreement.

8. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that SERVICE PROVIDER (including any and all of its

officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which SERVICE PROVIDER shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that SERVICE PROVIDER is performing its obligations in accordance with the terms and conditions hereof. SERVICE PROVIDER understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. SERVICE PROVIDER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, SERVICE PROVIDER shall be solely responsible and save COUNTY harmless from all matters relating to payment of SERVICE PROVIDER's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this GENERAL SERVICES AGREEMENT or any future Supplemental Services Agreements, SERVICE PROVIDER may be providing services to others unrelated to the COUNTY or to said Agreements.

9. INSURANCE

Without limiting SERVICE PROVIDER's indemnification of COUNTY, and prior to commencement of Work, SERVICE PROVIDER shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below in a form that is satisfactory to COUNTY. Coverage shall be at least as broad as:

- a) Commercial General Liability (CGL): SERVICE PROVIDER shall, at SERVICE PROVIDER's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including with limitation, blanket contractual liability.
- b) Automobile Liability: SERVICE PROVIDER shall, at SERVICE PROVIDER's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of SERVICE PROVIDER arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- c) Worker's Compensation: SERVICE PROVIDER shall, at SERVICE PROVIDER's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. SERVICE PROVIDER shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers for all work performed by SERVICE PROVIDER, its employees, agents and subcontractors.

If SERVICE PROVIDER maintains higher limits than the minimum shown above, COUNTY requires

and shall be entitled to coverage for the higher limits maintained by SERVICE PROVIDER. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

COUNTY, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SERVICE PROVIDER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SERVICE PROVIDER's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of oth CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall lso apply to any excess liability policies. In addition, SERVICE PROVIDER shall ensure that the automobile liability policy contains a provision covering COUNTY as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of

COUNTY as required in written contract or agreement before COUNTY's own insurance or self-insurance shall be called upon to protect it as a named insured.

COUNTY's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, COUNTY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by COUNTY will be promptly reimbursed by SERVICE PROVIDER, or COUNTY will withhold amounts sufficient to pay premium from SERVICE PROVIDER's payments. In the alternative, COUNTY may cancel this Agreement.

COUNTY's Right to Revise Specifications

COUNTY reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving SERVICE PROVIDER ninety (90) days advance written notice of such change. If such change results in substantial additional cost to SERVICE PROVIDER, COUNTY and SERVICE PROVIDER may renegotiate SERVICE PROVIDER's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, SERVICE PROVIDER's insurance coverage shall be primary insurance as respects COUNTY, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its elected officials, officers, agents, employees or volunteers shall be excess of SERVICE PROVIDER's insurance and shall not contribute with it and be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except

with notice to COUNTY.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require SERVICE PROVIDER to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to COUNTY).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against COUNTY, its elected officials, officers, agents, employees or volunteers or shall specifically allow SERVICE PROVIDER, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. SERVICE PROVIDER hereby waives his own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to COUNTY prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- a) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.

- c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, SERVICE PROVIDER must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

SERVICE PROVIDER shall provide COUNTY with copies of certificates (on COUNTY certificate form or an Accord form as modified per COUNTY direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to COUNTY. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SERVICE PROVIDER's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

SERVICE PROVIDER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SERVICE PROVIDER shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. TERMINATION

COUNTY may terminate any portion or all of the services agreed to be performed under this Agreement by notifying SERVICE PROVIDER in writing ten (10) calendar days prior to any termination. In the event of such termination, SERVICE PROVIDER shall have the right and

obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by COUNTY to SERVICE PROVIDER within 30 days following submission of a final statement by SERVICE PROVIDER.

11. CORRECTIONS

SERVICE PROVIDER shall correct, at its expense, all errors in the work which may be disclosed during COUNTY's review of SERVICE PROVIDER's work. Should SERVICE PROVIDER fail to make such correction in a reasonably timely manner, such correction shall be made by COUNTY, and the cost thereof shall be charged to SERVICE PROVIDER.

12. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by SERVICE PROVIDER of the final payment made under this Agreement shall operate as and be a release of COUNTY from all claims and liabilities for compensation to SERVICE PROVIDER for anything done, furnished or relating to SERVICE PROVIDER's work or services. Acceptance of payment shall be any negotiation of COUNTY's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by COUNTY shall not constitute, nor be deemed, a release of the responsibility and liability of SERVICE PROVIDER, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by COUNTY for any defect or error in the work prepared by SERVICE PROVIDER, its employees, subcontractors, agents and consultants.

13. WAIVER

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement

by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

14. CONFLICT OF INTEREST

SERVICE PROVIDER is unaware of any COUNTY employee or official that has a financial interest in SERVICE PROVIDER's business. During the term of this Agreement and/or as a result of being awarded this Agreement, SERVICE PROVIDER shall not offer, encourage or accept any financial interest in SERVICE PROVIDER's business by any COUNTY employee or official. If a portion of SERVICE PROVIDER's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within COUNTY or with a COUNTY franchisee, SERVICE PROVIDER warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

15. NON-APPROPRIATION OF FUNDS

Payments due and payable to SERVICE PROVIDER for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of COUNTY funds. In the event COUNTY has not appropriated sufficient funds for payment of SERVICE PROVIDER's services beyond the current fiscal year, this Agreement shall cover only those

costs incurred up to the conclusion of the current fiscal year.

16. GOVERNING LAWS

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement. This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

17. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

18. TAXPAYER IDENTIFICATION NUMBER

SERVICE PROVIDER shall provide COUNTY with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

19. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the County Public

Services Director, or his designee, and SERVICE PROVIDER.

20. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

21. SIGNATURES

a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

22. NOTICES

All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery or as of the fifth calendar day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

COUNTY -

Lars Ewing
Public Services Director
Department of Public Services
333 Second Street
Lakeport, CA 95453

SERVICE PROVIDER -

Bridges Restoration, LLC
dba West Coast Fire and Water
Doug Bridges
5846 Live Oak Drive, Suite #1
Kelseyville, CA 95451

IN WITNESS WHEREOF, the parties hereto have executed this GENERAL SERVICES AGREEMENT
the day and year first written above.

County of Lake, a political
subdivision of the State of California

SERVICE PROVIDER

By _____
Chair, Board of Supervisors



Bridges Restoration, LLC

ATTEST: SUSAN PARKER
CLERK TO THE BOARD

By _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
COUNTY COUNSEL

By  _____