

PERSONAL SERVICES AGREEMENT

EFFECTIVE DATE: 08/01/2025

Cabbros Cleaning Services LLC, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY, agree as set forth in this Agreement, including: Scope of Work, Specifications, Certificate of Insurance, Compensation, General and Special Conditions, Non-Collusion Affidavit, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence upon the date of execution as shown above. This agreement may be renewed or terminated upon written notice provided by either the COUNTY or the CONTRACTOR thirty (30) or more days prior to the effective date of renewal or termination.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 15, 16, 21, 22, 25 and 26, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of August, 2025.

CONTRACTOR:



Marco Cabrera, President
Authorized by the firm By Laws

LEWIS COUNTY:



Geoff Soderquist, PE, Director
Lewis County Public Works

Cabbros Cleaning Services LLC
PO Box 563
Chehalis, WA 98532

UBI or Contractors License#

604322334

Approved as to Form Only:



Deputy Prosecuting Attorney

GENERAL CONDITIONS

1. **Scope of Contractor's Services:**

The CONTRACTOR agrees to provide to the COUNTY services and any material set forth in the project narrative identified as Exhibit "A" during the agreement period. COUNTY will furnish no material, labor, or facilities, unless otherwise provided for in the Agreement.

2. **Accounting and Payment for Contractor Services:**

Payment to the CONTRACTOR for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by Lewis County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number days worked each month, total number of hours for the month, and total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Lewis County (hereinafter referred to as the "Contracting Officer"), the COUNTY will not reimburse the CONTRACTOR for any costs or expenses incurred by the CONTRACTOR in the performance of this contract.

Where required, the COUNTY shall, upon receipt of appropriate documentation, compensate the CONTRACTOR, no more often than weekly, through the COUNTY voucher system, for the CONTRACTOR's services pursuant to the fee schedule set forth in Exhibit "B".

3. **Assignment and Subcontracting:**

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the COUNTY or as set forth in Exhibit "A".

4. **Labor Standards and Contract Assistance:**

The CONTRACTOR shall comply with the provisions of the Lewis County Contract and Procurement Assistance Program as applicable, attached hereto as "Special Conditions".

5. **Independent Contractor:**

The CONTRACTOR as an independent contractor shall furnish the CONTRACTOR's services and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the CONTRACTOR as an independent Contractor. The CONTRACTOR acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the CONTRACTOR is not entitled to any COUNTY benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

CONTRACTOR will defend, indemnify and hold harmless the COUNTY, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. **No Guarantee of Employment:**

The performance of all or part of this contract by the CONTRACTOR shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the CONTRACTOR or any employee of the CONTRACTOR or any subcontractor or any employee of any subcontractor by the COUNTY at the present time or in the future.

7. **Taxes:**

The CONTRACTOR understands and acknowledges that the COUNTY will not withhold Federal or State Income taxes. Where required by State or Federal law, the CONTRACTOR authorizes the COUNTY to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the CONTRACTOR will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR is solely liable for any tax obligation arising from the CONTRACTOR's performance of this Agreement. The CONTRACTOR hereby agrees to indemnify the COUNTY against any demand to pay taxes arising from the CONTRACTOR's failure to pay taxes on compensation earned pursuant to this Agreement.

The COUNTY will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The CONTRACTOR must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the CONTRACTOR's gross or net income, or personal property to which the COUNTY does not hold title. The COUNTY is exempt from Federal Excise Tax.

8. **Regulations and Requirement:**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Conditions.

9. **Prevailing Wages:**

CONTRACTOR shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The Industrial Statistician of the Department of Labor and Industries determines the schedule of prevailing wage rates for the locality or localities of the Work. It is the CONTRACTOR's responsibility to verify the applicable prevailing wage rate.

Each Application for Payment submitted by CONTRACTOR shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

In compliance with chapter 296-127 WAC, CONTRACTOR shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

10. **Right to Review:**

This contract is subject to review by any Federal or State auditor. The COUNTY or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the COUNTY. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by COUNTY agents or employees, inspection of all records or other materials, which the COUNTY deems pertinent to the Agreement and its performance, and all communications with or evaluations by service recipients under this Agreement. The CONTRACTOR shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.

11. **Modifications:**

Either party may request changes in the Agreement. All agreed modifications shall be in writing, signed by each of the parties.

12. **Termination for Default:**

If the CONTRACTOR defaults by failing to perform any of the obligations of the contract or cannot perform because of regulatory order or failure to comply with regulatory requirements, including but not limited to applicable licensing laws, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or make an assignment for the benefit of creditors, the COUNTY may, by depositing written notice to the CONTRACTOR in the U.S. mail, postage prepaid, terminate the contract, and at the COUNTY's option, obtain performance of the work elsewhere. If the contract is terminated for default, the CONTRACTOR shall not be entitled to receive any further payments under the contract until work called for, as may be applicable under Exhibit "A", has been fully performed. Any extra cost or damage to the COUNTY resulting from such default(s) shall be deducted from any money due or coming due to the CONTRACTOR. The CONTRACTOR shall bear any extra expenses incurred by the COUNTY in completing the work, as may be applicable under Exhibit "A", including all increased costs for completing the work, and all damage sustained, or which may be sustained by the COUNTY by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

13. **Termination for Public Convenience:**

The COUNTY may terminate the contract in whole or in part whenever the COUNTY determines, in its sole discretion that such termination is in the interests of the COUNTY. Whenever the contract is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the COUNTY at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the COUNTY.

14. **Insurance Coverage:**

CONTRACTOR shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional Insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
2. **Workers' Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to COUNTY for injury to employees of CONTRACTOR, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of COUNTY following receipt of proof of insurance as required herein.

Policy or policies must list Lewis COUNTY as "primary, non-contributory" additionally insured.

15. **Defense & Indemnity Agreement:**

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, agents, and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers, or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from or in connection with performance of this Agreement; or 3) are based upon the CONTRACTOR's or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. CONTRACTOR's indemnity obligations shall extend to, but shall not be limited to, claims for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom). This indemnification obligation of the CONTRACTOR shall not apply if the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the COUNTY, its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its subcontractors, employees and agents. This indemnification obligation shall not be limited in any way by the Washington State

Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Agreement, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the Parties.

16. **Participation by COUNTY – No Waiver; Survival of CONTRACTOR's Indemnity Obligations; Indemnity by Subcontractors:**

The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and any such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under this Agreement.

The CONTRACTOR agrees all CONTRACTOR's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the CONTRACTOR enters into subcontracts to the extent allowed under this Agreement, the CONTRACTOR's subcontractors shall indemnify the COUNTY on a basis equal to or exceeding CONTRACTOR's indemnity obligations to the COUNTY.

17. **Venue and Choice of Law:**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the COUNTY of Lewis. The laws of the State of Washington shall govern this Agreement.

18. **Withholding Payment:**

In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the COUNTY may, upon written notice, withhold all monies due and payable to CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated.

19. **Payment and Performance Bond:**

Payment and performance bonds for 100% of the Contract Sum, including all Change Orders and state sales tax, shall be furnished for the Work, and shall be in a form acceptable to the Owner. No payment or performance bond is required if the Contract Sum is \$35,000 or less and CONTRACTOR agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for the period allowed by RCW 39.08.010.

20. **Future Non-Allocation of Funds:**

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the COUNTY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the COUNTY in the event this provision applies.

21. **Contractor Commitments, Warranties and Representations:**

Any written commitment received from the CONTRACTOR concerning this Agreement shall be binding upon the CONTRACTOR, unless otherwise specifically provided herein with reference to

this paragraph. Failure of the CONTRACTOR to fulfill such a commitment shall render the CONTRACTOR liable for damages to the COUNTY. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, pieces or options for future acquisition to remain in effect for a fixed period, or warranties.

22. **Patent/Copyright Infringement:**

CONTRACTOR will defend and indemnify the COUNTY from any claimed action, cause or demand brought against the COUNTY; to the extent, such action is based on the claim that information supplied by the CONTRACTOR infringes any patent or copyright. The CONTRACTOR will pay those costs and damages attributable to any such claims that are finally awarded against the COUNTY in any action. Such defense and payments are conditioned upon the following:

- a. CONTRACTOR shall be notified promptly in writing by COUNTY of any notice of such claim.
- b. CONTRACTOR shall have the right, hereunder, at its option and expense, to obtain for the COUNTY the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the COUNTY.

23. **Disputes:**

a. **General**

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of the Contract Documents shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. **Notice of Potential Claims**

The CONTRACTOR shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the COUNTY, or (2) the happening of any event or occurrence, unless the CONTRACTOR has given the COUNTY a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the COUNTY. The written Notice of Potential Claim shall set forth the reasons for which the CONTRACTOR believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. CONTRACTOR shall keep full and complete daily records of the Work performed, Labor and material used, and all costs and additional time claimed to be additional.

c. **Detailed Claim**

The CONTRACTOR is not entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the COUNTY, the CONTRACTOR has given the COUNTY a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required,

and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

24. **Ownership of Items Produced:**

All writings, programs, data, public records or other materials prepared by the CONTRACTOR and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the COUNTY.

25. **Confidentiality:**

In the event that the CONTRACTOR comes in contact with or obtains knowledge of confidential information, the CONTRACTOR shall maintain the confidentiality of all obtained information provided by the COUNTY or acquired by the CONTRACTOR in performance of this Agreement, except upon the prior written consent of the Lewis County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the COUNTY. CONTRACTOR shall immediately give to the COUNTY notice of any judicial proceeding seeking disclosure of such information. CONTRACTOR shall indemnify and hold harmless the COUNTY, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from CONTRACTOR's breach of this provision.

26. **Notice:**

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the CONTRACTOR to the Solid Waste Manager for whom services are rendered, to wit: Rocky Lyon, Lewis County, 1411 S Tower Ave, Centalla, Washington 98531. Notice to the CONTRACTOR for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

27. **Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications, which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

28. **Waiver:**

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

29. **Survival:**

The provisions of paragraphs 5, 7, 10, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26 and 27, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

30. **Entire Agreement:**

This written contract, including all special provisions and attachments, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

Exhibit A

Scope of Contractor's Service

Lewis County Public Works, Solid Waste Utility, owns and operates two (2) Transfer Stations six (6) days per week. Central Transfer Station (Central) located at 1411 S Tower Ave., Centralia, WA 98531; and East Lewis County Transfer Station (East) located at 6745 US Highway 12, Morton, WA 98356. Drop box locations and County Road Shops are also utilized for community cleanup efforts throughout Lewis County. Under Chapter 70A.205 transfer stations are required to keep the sites clean and sanitary. Lewis County Solid Waste requires the below services to stay within permit accordance.

Transfer Station cleanup and support services to include:

- Grounds Maintenance and Cleanup
 - o Pressure Washing
 - o Tipping Floor Cleaning and Maintenance
 - o Litter Cleanup
- Site support and cleanup
 - o Community Event support and cleanup
 - o Material Removal
 - o Recycling Support
- Special Cleanup
 - o Illegal Dumping assistance
 - o Abandoned Vehicle removal
 - o Homeless encampment cleanup

Exhibit B Compensation

Non-Collusion Declaration

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statement are true and correct:

- 1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participation in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the service for which this proposal is submitted.**
- 2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Item	Description	Per Crew Hourly Rate
1	Grounds Maintenance and Cleanup	\$200.00
2	Remote Site support and Cleanup	\$200.00
3	Special Cleanup	\$246.87