



GENERAL SERVICES AGREEMENT – Public Works (GSA 07/23/2024)

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and Mascott Equipment (hereinafter the "Contractor"). In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES PROVIDED

- A. The Contractor agrees to provide all necessary labor to perform the following services for the City: Work as described in Attachment "A" to this Agreement.
- B. Contractor acknowledges this is a Public Work as defined in RCW39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, providing the retainage, bonds and paying the prevailing wages required by that chapter.

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above.
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III. DURATION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement, and with the anticipated start date of September 2nd, 2024.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$138,679.01 as described in Attachment A. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. ASSIGNMENT

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without written prior consent to the City.

VII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF CONTRACT

The City or the Contractor may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, 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 performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 City, 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 purpose 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.

X. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including 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, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage as described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. **Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. **Public Entity Full Availability of Contractor Limits**

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

1. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to:

City of Kirkland Fleet Division, Attention: Archie Ferguson
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The Fleet Division of Public Works Department for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

XIV. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. CONFIRMATION OF CONTRACTOR ELIGIBILITY

Within the three-year period immediately preceding the date of the bid solicitation for this Project, Contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

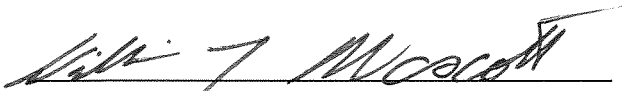
Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

Agreed to and executed this August day of 24th, 2024.

By their signature below the Contractor also certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

CONTRACTOR

CITY OF KIRKLAND



Julie Underwood
[Julie Underwood \(Oct 9, 2024 14:17 PDT\)](#)

(signature)

Julie Underwood, Deputy City Manager

Print Name William J. Mascott Date: 10/09/2024

Address 435 NE Hancock

City, Zip Portland OR 97212

Phone(s) 503-282-2587

SS#/Tax ID# of Payee: 93-0494958


****THIS FORM SHALL BE USED IF THE DEPARTMENT
DIRECTOR/CMO AGREES TO WAIVE ALL BONDS**
CITY OF KIRKLAND
OPTION TO INCREASE RETAINED PERCENTAGE
IN LIEU OF POSTING PERFORMANCE AND PAYMENT BONDS**

City of Kirkland Project: _FS27 Phase II_____

Contractor: Mascott Equipment_____

The undersigned Contractor on the above identified City of Kirkland Public Works Project hereby elects to take the option provided by RCW 39.08.010 to authorize the City of Kirkland to retain ten percent (10%) of the total Agreement price for a period of thirty (30) days after the date of final acceptance of work to be performed on the above referenced contract, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries, and the settlement of any liens which may be filed under RCW Chapter 60.28, whichever is later. The undersigned certifies that the total Agreement price is \$150,000 or less, including applicable sales tax.

DATED this August __ day of _24th, 2024_____

By: 
Signature

William J. MASCOTTI
Print or Type Name

President
Title



Portland, OR
(503) 282-2587

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(907) 561-1119

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Number	078534
Date	03/06/2024
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Ship-to: 11210
FIRE STATION 27
11210 NE 132ND ST
KIRKLAND, WA 98033

Bill-to: 4572
CITY OF KIRKLAND
123 FIFTH AVENUE
KIRKLAND, WA 98033

Reference #	Slsp	Terms	Whse	Freight	Ship Via
FS 27 TANK TOP UPGRADE	U	NET 10TH	03	BILLED	SERVICE
Quoted By: MNE	Quoted To: ARCHIE FERGUSON		Effective: 03/04/2024	Expires: 03/31/2024	

Item	Description	Ordered	UM	Price	UM	Extension
##TURBINE ASSEMBLY##						
FESTP-150VLI-12	1.5HP/60"-88"LENGTH/12"RISER	3	EA	2952.95	EA	8858.85
MR691-08001V	BALL VALVE, 2" BRASS FULL PORT	3	EA	109.45	EA	328.35
HMFMS18X2	FLEX CONNECT, 2" X 18" MXMS	3	EA	203.67	EA	611.01
VMI99LD-2000	LEAK DETECTOR, 2" VAPORLESS	3	EA	416.00	EA	1248.00
FESTP-CBS	CONTROL BOX, FIXED SPEED 120V	3	EA	230.86	EA	692.58
SF012040-240-0	PIPE, RISER 4", PXP 20' LENGTH	20	FT	27.16	FT	543.20
SF012040-191-9	ADAPTER, 4" RISER PIPE, BXMN	6	EA	142.74	EA	856.44
AMPSX34	ADHESIVE KIT, 6OZ (60120101)	5	EA	56.00	EA	280.00
APTFEB-300-R	BOOT, FLEX ENTRY 3" FIBERGLASS	2	EA	104.13	EA	208.26
##MANWAYS##						
OPW44CD-PL10	44"x11" PLAIN COVER/HANDLE	3	EA	1732.36	EA	5197.08
MR418TM-1100AM	MANHOLE, TANK MONITOR 18"X12"	3	EA	529.84	EA	1589.52
##FILL ASSEMBLY##						
OPW1C-3112D	SPILL CONTAINER, EDGE, DWSC,	1	EA	955.42	EA	955.42
OPWFSA-400	ADAPTOR, 4" FACE SEAL/EVR CERT	1	EA	108.11	EA	108.11
OPW61JSK-44CB	JACK SCREW, F/C.I. MANHOLE	1	EA	97.46	EA	97.46
OPW71SO-410C	OVERFILL VALVE, 4" EVR 10' DIA	1	EA	1222.07	EA	1222.07
OPW61SALP-1020-EVR	ADAPTOR, FILL SWIVEL 4"BRONZE	1	EA	336.11	EA	336.11
OPW634TT-7085-EVR	FILL CAP, 4" TIGHT DURATUFF	1	EA	56.21	EA	56.21
##SUMP UPGRADE##						
ICIEF-XLB	EASY FIT WT SUMP LID/XL 35"-38	3	EA	1050.00	EA	3150.00
ICEF-ADAPTER	EASY FIT ADAPTER RING	3	EA	235.00	EA	705.00
ICIAC-IBOND50G-CASE	MULTIPURPOSE BONDER/CASE-15	1	EA	925.00	EA	925.00
ICIAC-IBOND50G	BONDER/INDIVIDUAL	5	EA	65.00	EA	325.00
ICIAC-MGUN200	DISPENSING TOOL/200//250ML	1	EA	225.00	EA	225.00

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



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ICIAC-SANDPAPER	40GRIT WET SANDPAPER	1	EA	53.00	EA	53.00
SHOP-SE	Misc. Material Seattle Used	1	EA	19.73	EA	19.73
MISC MATERIAL	CLEANER, EPOXY, CONSUMABLES	1	EA	150.00	EA	150.00
FE407750906	DESSICANT	1	EA	455.46	EA	455.46
##PIPE AND FITTINGS##						
SF012020-360-4	ELBOW, 2" 90° BELL X BELL	2	EA	80.70	EA	161.40
SF012020-101-8	COUPLING, SLEEVE 2"	2	EA	25.00	EA	50.00
SF012020-191-4	ADAPTER, 2" BELL X MALE THREAD	2	EA	37.90	EA	75.80
SF012030-360-3	ELBOW, 3" 90° SECONDARY CONT.	2	EA	150.70	EA	301.40
SF012030-101-3	COUPLING, SLEEVE 3" SEC. CONT.	2	EA	150.70	EA	301.40
DIPF-RA 3.6x2.4 ASS	REDUCER, 3"FRP X 2"FRP W/AIR	2	EA	51.87	EA	103.74
AMPSX34	ADHESIVE KIT, 6OZ (60120101)	8	EA	52.80	EA	422.40
DICH-DBC II	CLEANER, BULKHEAD, 12oz CAN	12	EA	20.36	EA	244.32
DICH-DEB BULK 13	EPOXY KIT, FIBERGLASS	18	EA	110.26	EA	1984.68
OPW233-4422	EXTRACTOR FITTING, 4"X2"X2"	2	EA	177.71	EA	355.42
OPW233-4420	EXTRACTOR FITTING, 4X2 W/O CAGE	1	EA	171.90	EA	171.90
MR691BSS-08001V	BALL VALVE, 2" LOCKING S.STEEL	3	EA	277.30	EA	831.90
HMFMSMS18X2	FLEX CONNECT, 2" X 18" MXMS	5	EA	243.30	EA	1216.50
FEDEF20X18MXEZM	2"x18" FLEX CONNECT	5	EA	667.33	EA	3336.65
FEEZ20XEZ2090	ADAPTER, EZFIT X EZFIT 2" 90°	10	EA	167.00	EA	1670.00
FE407493002	EZ FIT GASKET	14	EA	31.75	EA	444.50
FE-EZCLAMP	CLAMP	14	EA	36.35	EA	508.90
MR305XPA-1100AKEVR	KIT, 4" ADAPTER AND CAP EVR	3	EA	137.15	EA	411.45
MR924LS-01162C	CONNECTOR, WITH 1/2" HOLE	3	EA	7.02	EA	21.06
IN400	CONNECTOR SEALING PACK	3	EA	8.51	EA	25.53
MISC MATERIAL	ELECTRICAL FITTINGS	1	EA	950.00	EA	950.00
ELAPGRSS75	CONDUIT OUTLET BOX, GRSS, EXP	3	EA	105.53	EA	316.59
ELAPPUNF75NR	UNION, 3/4" FEM/FEM, EXPL PRF	6	EA	20.12	EA	120.72

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

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ELAPPELBY75	PULLING ELBOW, CAPPED, 90^ 3/4	6	EA	26.90	EA	161.40
FACTORY FREIGHT	FACTORY FREIGHT DUE TO MARKET VOLATILITY ALL FREIGHT CHARGES WILL BE ADDED UPON RECEIPT IN SEATTLE.	1	EA	.00	EA	.00
	##LABOR##					
LABOR-SE-PW	LABOR, PREVAILING WAGE	1.00	EA	46630.00	EA	46630.00
FILING FEE	FILING FEE, PREVAILING WAGE	1	EA	80.00	EA	80.00
PW ADMIN	ADMINISTRATIVE FEE	1	EA	117.00	EA	117.00
ELECTRICIAN-SE-PW	ELECTRICIAN, PREVAILING WAGE	1.00	EA	11325.00	EA	11325.00
TRIP CHARGE-SE	3 TECHS/2 ELCTRICIANS/8 DAYS	1.00	EA	1200.00	EA	1200.00
ELECTRICAL PERMIT	ELECTRICAL PERMIT/INSPECTION	1	EA	450.00	EA	450.00
SUBCONTRACTOR	SAWCUT AROUND STP SUMPS	1	EA	4175.00	EA	4175.00
MISC MATERIAL	CONCRETE MATERIAL/DELIVERY	1	EA	1975.00	EA	1975.00
MISC MATERIAL	CONCRETE/DEBRIS REMOVAL/DUMP	1	EA	1050.00	EA	1050.00
MISC MATERIAL	VACTOR TRUCK	1	EA	8925.00	EA	8925.00
MISC MATERIAL	REMOVED SOIL DISPOSAL	1	EA	2250.00	EA	2250.00
MISC MATERIAL	BUILDING MATERIALS	1	EA	830.00	EA	830.00
MISC MATERIAL	PEA GRAVEL/CRUSHED ROCK	1	EA	1375.00	EA	1375.00
MISC MATERIAL	PLUMBING MATERIAL	1	EA	875.00	EA	875.00
	##TESTING##					
TESTING-SPD-PW	STATIC PRESSURE DECAY TP201.4	1	EA	667.50	EA	667.50
TESTING-LINE-PW	LINE/ALLD, PER TEST	2	EA	267.00	EA	534.00
	##NOTES AND EXCLUSIONS##					

Credit card payments are subject to 3% service fee.

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Signature: _____ Date: _____

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Quoted By: MNE	Quoted To: ARCHIE FERGUSON		Effective: 03/04/2024	Expires: 03/31/2024	

Item	Description	Ordered	UM	Price	UM	Extension
	<p>SCOPE OF WORK:</p> <p>1- MASCOTT TECHNICIANS WILL SUPERVISE AND ASSIST SUB-CONTRACT SAW CUTTERS WITH AWCUT, DEMO, AND DISPOSAL OF CONCRETE AROUND (2) STP MANWAYS THAT WERE NOT COMPLETED DURING PREVIOUS REPAIRS.</p> <p>2- EXCAVATE DOWN TO PRODUCT LINE WITH VACTOR TRUCK TO EXPOSE PRODUCT LINES.</p> <p>3- DRAIN AND CUT BACK (2) PRODUCT LINES TO REPLACE EXISTING FLEX CONNECTOR THAT IS LOCATED IN SECONDARY PIPING LEAVING THE SUMP AND REPLUMB BACK INTO SUMP.</p> <p>4- DISCONNECT AND REMOVE (3) EXISTING TOKHIEM TURBINES AND INSTALL (3) NEW TURBINES AND REPLUMB PRODUCT LINE.</p> <p>5- DISCONNECT AND REMOVE (3) EXISTING PROBE RISERS AND INSTALL (3) NEW NON-CORROSIVE TANK PROBE RISER PIPES.</p> <p>6- DISCONNECT AND REMOVE EXISTING CORRODED VENT EXTRACTOR VALVES AND REPLACE</p>					

Credit card payments are subject to 3% service fee.

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Quoted By: MNE	Quoted To: ARCHIE FERGUSON		Effective: 03/04/2024		Expires: 03/31/2024

Item	Description	Ordered	UM	Price	UM	Extension
	<p>WITH NEW EXTRACTORS AND STAINLESS PIPE FITTINGS AND FLEX CONNECTORS.</p> <p>7- PROVIDE STATIC PRESSURE DECAY TESTING FOR REPLACING PROBE AND TURBINE RISERS, ALSO REPLUMBING VENT AND VAPOR LINES BACK INTO PLACE WITHIN SUMPS.</p> <p>8- INSTALL (2) ADDITIONAL WATER TIGHT SUMP LIDS AND SET (2) ADDITIONAL STP MANWAYS OVER SUMPS.</p> <p>9- ADD ADDITIONAL BACK FILL AND PREP AREAS FOR CONCRETE. PATCH, POUR, AND FINISH CONCRETE AROUND MANWAYS AS NEEDED.</p> <p>11- CLEAN UP AND HAUL AWAY ALL CONSTRUCTION DEBRIS.</p> <p>NOTES: ANY CONCRETE OVER 12 " THICK WILL HAVE ADDITIONAL CHARGES QUOTE DOES NOT INCLUDE DISPOSAL OF ANY CONTAMINATED SOIL IF FOUND DURING EXCAVATION. IF SOIL PROVES TO BE CONTAMINATED, IT WILL BE</p>					

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



Portland, OR
(503) 282-2587

Seattle, WA
(206) 763-7867

Pasco, WA
(509) 543-2018

Spokane, WA
(509) 255-7809

Anchorage, AK
(907) 561-1119

**QUOTE
REPRINT**

Since 1960

www.mascottec.com

Number	078534
Date	03/06/2024
Page	6

Ship-to: 11210
FIRE STATION 27
11210 NE 132ND ST
KIRKLAND, WA 98033

Bill-to: 4572
CITY OF KIRKLAND
123 FIFTH AVENUE
KIRKLAND, WA 98033

Reference #	Slsp	Terms	Whse	Freight	Ship Via
FS 27 TANK TOP UPGRADE	U	NET 10TH	03	BILLED	SERVICE
Quoted By: MNE	Quoted To: ARCHIE FERGUSON		Effective: 03/04/2024		Expires: 03/31/2024

Item	Description	Ordered	UM	Price	UM	Extension
	TEMPORARILY STORED ON-SITE FOR REMOVAL BY OTHERS. DOES NOT INCLUDE REPAIR TO ANY DAMAGE OR DEFICIENCIES FOUND ON TANK DOES NOT INCLUDE REPLACEMENT OF UNLEAD SPILL CONTAINERS AND DROP TUBES. DOES NOT INCLUDE TANK PROBE REPLACEMENT. DOES NOT INCLUDE DE-WATERING OF TANK EXCAVATION, IF HIGH WATER TABLE REQUIRES PUMP OUT, ADDITIONAL CHARGES WILL APPLY. QUOTE DOES NOT INCLUDE REPLACEMENT OF ANY CONDUIT OR CONDUCTORS FROM BUILDING TO TURBINES, PROBES, OR SENSORS. DOES NOT INCLUDE REMOVAL OF LIQUID WASTE FROM TURBINE SUMPS. MASCOTT IS NOT RESPONSIBLE FOR CONDITION OF EXISTING PRODUCT LINE OR EXISTING EQUIPMENT. SHOULD ANY DAMAGE OCCUR DURING REMOVAL, IT WILL BE REPAIRED AT OUR NORMAL HOURLY LABOR RATE PLUS MATERIALS. MASCOTT IS NOT RESPONSIBLE FOR ANY UNFORSEEN ACTS OF GOD THAT IS BEYOND					

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Continued on next page ...



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Quoted By: MNE	Quoted To: ARCHIE FERGUSON		Effective: 03/04/2024	Expires: 03/31/2024	

Item	Description	Ordered	UM	Price	UM	Extension
	OUR CONTROL.					

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Signature: _____ Date: _____

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Continued on next page ...



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ITEM	DESCRIPTION	ORDERED UM	PRICE UM	Extension
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- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PCI(Payment Card Industry) & EMV(Euro, Mastercard, Visa) COMPLIANCE DISCLAIMER: it is solely the Customer's responsibility to verify PCI compliance and Network Processing compliance with their Merchant Provider. Mascott will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.
- 3.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives. Guaranteed performance require certification by a licensed engineer.
- 4.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 5.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup & basic training is offered on a time & materials basis @ \$122- hour/\$1.17 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.
- 6.) FREIGHT SHIPMENTS: Freight shipments are fob point of origin unless otherwise listed Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected with 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 8.) DEPOSITS: 50% DEPOSIT REQUIRED ON QUOTATIONS CONTAINING SPECIAL ORDER EQUIPMENT & SERVICES. ORDER WILL NOT BE EXECUTED PRIOR TO RECEIPT OF DEPOSIT.
- 9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for surcharges. Mascott will include these charges on your Invoice.
- 10.) PREPAYMENT TERMS OFFERED: 1% prepayment discount available on equipment only, subject to Mascott's Credit Manager's approval.
- 11.) CREDIT CARD PAYMENTS: Subject to 3% Service Fee, Subject to Mascott's Credit Manager's approval.
- 12.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.
- 13.) *SPECIAL ORDER EQUIPMENT & SERVICE CANNOT BE RETURNED FOR CREDIT OR CANCELLED ONCE ENTERED INTO MANUFACTURER'S PRODUCTION SCHEDULE.
- 14.) Oregon CAT tax may apply. rev3/26/2021.b

Thank you for your business.

Merchandise	Misc	Tax	Freight	Total
125843.02	.00	12835.99	.00	138679.01

FOB FACTORY UNLESS SPECIFIED

Credit card payments are subject to 3% service fee.

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...

TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
17. **LIQUIDATED DAMAGES:** The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach, Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
18. **LIMITATION ON MASCOTT'S LIABILITY:** MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
19. **EXCLUSIVE REMEDY OF THE BUYER:** THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGN TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
20. **MANUFACTURERS' WARRANTIES:** SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS, EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
22. **WAIVER OF IMPLIED WARRANTIES:** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
23. **EXCLUSION OF WARRANTIES:** MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, after any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: _____

Date: _____