



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 66-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO AWARD A CONTRACT TO MASCOTT EQUIPMENT IN THE AMOUNT OF \$37,416.53 FOR THE PURCHASE AND INSTALLATION OF NEW FUEL DISPENSING EQUIPMENT TO REPLACE EXISTING EQUIPMENT.

WHEREAS, the City's existing fuel pumps, card reader pedestal and software were installed prior to 1995 and have experienced issues with reliably dispensing fuel during the last year; and

WHEREAS, the fuel dispensing station provides the City with secure and reliable fueling for the City fleet including Police and Public Works vehicles and equipment; and

WHEREAS, new fuel pumps incorporate the latest environmental requirements and reduce pollution and safety risks and the new pump system has been budgeted and is included in the Capital Improvement Plan;

Now, Therefore, be it Resolved that City Council acting as the Contract Review Board awards a contract to Mascott Equipment for the installation of new fuel dispensing equipment including three fuel pumps, dispensing pedestal and software at a cost of \$37,416.53 and grants the City Manager approval to sign the awarding contract..

Introduced and adopted by the City Council on June 16, 2015.

This resolution is effective on June 16, 2015.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



**PURCHASE AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR UPDATING THE CITY OF MILWAUKIE FUELING STATION**

THIS CONTRACT is made and entered into this 16th day of June, 2015, by and between the City of Milwaukie, Oregon, a municipal corporation of the State of Oregon, hereinafter called "City", and Mascott Equipment, hereinafter called "Contractor."

RECITALS

WHEREAS, City has need for certain goods or services provided by Contractor, and

WHEREAS, Contractor is in the business of selling certain goods or services and is aware of the purposes for which City will use the goods,

THEREFORE, City and Contractor wish to enter into a contract under which City shall purchase the goods or services described in Contractor's bid in accordance with these contract documents, including the attached standard terms and conditions.

TERM AND CONDITIONS

Any purchase made against this Contract shall be in compliance with the terms and conditions set forth in these contract documents, including those listed in Exhibit A, Standard Terms and Conditions.

GOODS OR SERVICES TO BE PROVIDED

City shall purchase goods or services from Contractor in accordance with specifications, scope, and unit prices outlined in Exhibit B. This Contract is non-exclusive; City reserves the right to procure goods or services through any other means as it deems necessary. Contractor shall be responsible for the delivery of goods or services in accordance with Exhibit B and the terms and conditions of this Contract.

EFFECTIVE DATES AND DURATION

This Contract shall become effective upon June 16, 2015 and shall expire, unless otherwise terminated or extended, on June 30, 2016. The City shall also retain the rights to one (1) one-year extension to the Contract.

COMPENSATION

City agrees to compensate Contractor for goods or services supplied, including any applicable shipping and handling charges, as described in Exhibit B. City shall not be responsible for payment of any materials, services, expense, or costs other than those which are specifically included in Exhibit B. Payment shall be on a unit price only for those goods or services received in an acceptable condition to City. Compensation over the life of this Contract is estimated at/not to exceed Thirty Seven Thousand, Four Hundred Sixteen Dollars and Fifty Three Cents (\$37,416.53). Any pricing increase must be submitted to the City 60 days prior to the effective date and must be in compliance with the Escalation Clause stated in Exhibit B. Payment will be made based on Contractor's invoice, subject to the approval of the Contract Manager or appropriate City representative, and not more frequently than monthly. Payment shall be made only for work actually completed as of date of invoice. Payment terms shall be net 30 days from date of invoice.

CONTACT INFORMATION

All notices, bills, and payments shall be made in writing and may be given by personal delivery, mail, email or fax. Payments may be delivered by personal delivery, mail, or electronic transfer. The following addresses and contacts shall be used to transmit notices, bills, payments, and other information:

Contract Manager for City:	Contract Manager for Contractor:
City of Milwaukie	Company: Mascott Equipment
Attn: Dave Butcher	Attn: John S. Howells
6101 SE Johnson Creek Blvd Milwaukie, Oregon 97222	Address: 435 N.E. Hancock Portland, OR 97212
Phone: 503-786-7675	Phone: 503-282-2587
Fax: 503-786-7676	Fax: 503-288-9664
Email Address: butcherd@milwaukieoregon.gov	Email Address: jhowells@mascottec.com

CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor acknowledges that for all purposes related to this Contract, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Contract, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

Contractor acknowledges that for all purposes related to this Contract, Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, City's officers, employees, agents, and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its Subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

INSURANCE

Contractor shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities and work hereunder.

The policy or policies of insurance maintained by the Contractor shall provide at least the following limits and coverages:

a. **Commercial General Liability Insurance**

If Contractor will be installing or testing the goods, or otherwise performing services on City's premises, Contractor shall provide a certificate indicating that Contractor has commercial general liability insurance covering bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance. Coverage will include \$2,000,000 per occurrence and \$3,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City

thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

b. Business Automobile Liability Insurance

If Contractor will be delivering the goods, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

c. Workers' Compensation Insurance

The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain workers' compensation coverage. All non-exempt employers shall provide Employers Liability Insurance with coverage limits of not less than \$500,000 each accident.

d. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Contract.

e. City's insurance is excess and not contributory insurance with the insurance required by this contract.

Any action or suits involving any question arising under this Contract must be brought in the Circuit Court of the State of Oregon.

COMPLETE AGREEMENT

This Contract, including the attached terms and conditions and exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Contract, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Contract to be executed by its duly authorized undersigned officer and Contractor has executed this Contract on the date hereinabove first written.

CITY OF MILWAUKIE

CONTRACTOR





Signature

Signature

William A. Monahan, City Manager

William J. Mascott - President

Printed Name & Title

Printed Name & Title

6/16/15

6-15-15

Date

Date

C2015-033

EXHIBIT A

**CITY OF MILWAUKIE
STANDARD TERMS AND CONDITIONS**

1. **Packing & Shipment.** Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Material shall be suitably packed to ensure against damage from weather or transportation and to secure lowest transportation costs, and in accordance with the requirements of common carriers. Buyer's Order number and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be conclusive on shipment not accompanied by packing lists. Unless otherwise specifically agreed, all costs of packaging and shipment are included in the purchase price and all goods will be shipped, with all costs prepaid. Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer in this Order.
2. **Warranty.** Unless otherwise agreed in writing, Seller warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by Buyer. All products are warranted to be merchantable, to be of the highest quality design, material, and workmanship and free from defect and to be fit for purpose intended. All warranties shall survive inspection or test, acceptance and payment. Warranties shall run to Buyer, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by Buyer.
3. **Inspection and Acceptance.** At Buyer's request, Seller shall provide a complete inspection program; satisfactory to Buyer, for Buyer's inspection of all materials, fabricating methods, equipment in process work and finished products.
If this Order provides for inspection of the work by Buyer on site during the period of manufacture, Seller agrees to provide Buyer's inspectors with reasonable facilities and assistance during such inspection. Inspection by Buyer shall not unduly delay the work. Buyer may charge Seller any additional cost incurred by Buyer if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by Buyer will not relieve Seller from its responsibilities for delivering products and work hereunder.
Acceptance or rejection of the products shall be made up to 10 days after delivery and inspection by Buyer except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Seller from responsibility for such products, which do not meet the requirements herein nor impose liability on Buyer therefore.
4. **Delivery.** If Seller fails to meet the delivery schedule provided herein, Buyer may require Seller to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Seller's sole expense. Unless otherwise agreed upon in writing by Buyer and Seller, Seller shall be required to pay the normal freight weight plus any premium rate required. Invoices covering products shipped in advance of the date specified will not be paid until after the date specified for delivery and are subject to rejection, as provided in this paragraph immediately below, if shipped too early.
Neither party shall be liable for delays or defaults due to strike, fire, windstorm, riot, natural disaster, war, civil unrest or other similar unforeseeable cause beyond the control and without the fault or negligence of the party incurring such delay. Seller shall notify Buyer in writing of the existence of such cause within five (5) days after the commencement of the delay or default giving pertinent information concerning such cause. No delivery shall be made more than seven (7) days prior to the applicable delivery date, and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or charge to Seller any additional costs sustained because of the same.
5. **Buyer-Furnished Materials.** Seller shall assume all risk of loss of any material furnished by Buyer to Seller for use in performance of this Order.
6. **Taxes.** Seller shall not invoice Buyer for any taxes nor include in Seller's price any federal excise, state, or city tax or any other tax, unless Seller has first asked Buyer for Buyer's tax exemption number and it has been agreed upon between both parties that Buyer is not exempt from the tax.
7. **Changes.** Buyer may, by written order, make changes including changes in drawings or specifications. Buyer will equitably adjust any difference in cost or time for performance resulting from such change and the Order modified in writing accordingly. **ANY CLAIM BY SELLER UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF SELLER'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED.**
In the event that Buyer proposes any change prior to making such change by written order and such change will have an effect on the warranty of the products procured by this

- Order, Seller shall notify Buyer in writing of such effect within 10 days of receipt of such proposal.
8. **Advertising.** Seller shall not, without the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the products herein.
9. **Cancellation for Cause.** Buyer may cancel all or any part of the undelivered portion of this Order if Seller breaches any of the terms hereof or in the event of any of the following: Insolvency of Seller, a voluntary or involuntary petition in bankruptcy for, by or against Seller; the appointment of a receiver or trustee for Seller, or an assignment for the benefit of creditors by Seller or if Buyer has reasonable cause to believe Seller will become insolvent, file for bankruptcy, go out of business or that the products being shipped may be subject to lien, claim or attachment by a creditor of Seller. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, Buyer shall have the right to complete, or cause to have completed, this Order including the right to cause Seller to produce, without liability of any kind to the Buyer, proprietary items of the Seller as necessary to complete the Order. The remedies and damages in this section shall be cumulative and in addition to any other or further remedies provided at Law or in Equity, including reasonable and necessary attorney's fees and other costs of litigation.
10. **Termination.** Buyer has the right, in its sole discretion, to terminate this Agreement without cause or for no cause at any time by giving notice to Seller. If Buyer terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. Buyer may deduct the amount of damages, if any, sustained by Buyer due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.
11. **Assignment and Subcontracting.** Seller may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of Buyer. Any unapproved assignment shall be void. Seller shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by Buyer of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the Buyer. Buyer may assign its rights under this Order.
12. **Work on Buyer's Premises.** If Seller's performance of this Order involves operations by Seller on Buyer's premises, Seller shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless Buyer, its representatives, officers, employees, and agents from any and all loss, suit, action or claim, including cost and attorney's fees, by reason of injury, including death, to any person and carry public liability and property damage insurance with limits of liability of not less than \$1,000,000 each, unless higher limits are required by a signed purchase agreement, with contractual liability endorsement and such insurance as set forth in the insurance clause of the contract. Compliance shall be verified by Certificate of Insurance with appropriate endorsements sent to Buyer prior to Seller commencing work on Buyer's premises. Any work performed on Buyer's premises must be done pursuant to all OSHA standards, all applicable State and Federal health and safety laws, rules and regulations and all workers must be covered by workers' compensation insurance furnished through and paid for by Seller.
13. **Stop Work Order.** Buyer may, at any time by written order to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Seller, and for any further period to which the parties may agree and for any other period to which the parties may have agreed or as provided in Section 4, 10, and/or 11. Within the period of 90 days or less or within any extension of that period, Buyer shall either: (a) cancel the "Stop Work Order" and direct Seller to resume work; or (b) terminate the work covered by this Order. If Buyer orders Seller to resume work, Seller shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Seller within 30 days after the end of the period of work stoppage.
14. **Payment.** Payment date shall be calculated from the date of Buyer's receipt of an acceptable invoice and Buyer's acceptance of the products and supporting documentation at destination.
15. **Information/Data.** Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by Buyer to Seller shall be confidential to Buyer and is furnished solely for the performance of this Order. All copies of such information shall be returned to Buyer upon completion of the Order. Any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer may be used for any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. All business and governmental information materials containing business and governmental information provided by Buyer to Seller shall be treated as confidential.

EXHIBIT A

16. Compliance with Laws and Regulations. Seller warrants that all products, goods, or work delivered and performed shall comply with all applicable Federal, State or Local Laws or Regulations including without limitation The Occupational Safety and Health Act (29 USC. Chapter 15); Federal Hazardous Material Transportation Act (49 USC. Chapter 27); Equal Employment Opportunity; E.O. 11246 and 41 CFR Sections 60-1.4 and 60-1.7; Employment of the Handicapped E.O. 11758 and 41 CFR Section 60-741-4; Utilization of Minority Enterprises E.O. 11625 and 41 CFR Subpart 1-1.13; Age Discrimination E.O. 11141, Employment of Veterans E.O. 11701 and 41 CFR Section 50-250.4 and all rules, regulations and amendments issued pursuant to the foregoing.
- Seller shall indemnify Buyer, its officers, employees and agents against any damages, penalties, costs or expenses incurred in connection with any alleged violation of any Federal, State or Local Law or regulating the manufacture or sale to the Buyer of any Item covered by this Order.
17. Patents, Copyrights, Trademarks. Seller warrants that no products will be furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark. Seller agrees to immediately replace at its sole cost any products furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark or to take all steps necessary at Seller's sole expense to remove such infringement.
- Seller will indemnify and hold harmless Buyer, its representatives, officers, employees and agents from and against any and all costs, royalties, damages and/or expenses which may arise out of or result from, or be reasonably incurred in contesting any claims that the methods, processes or acts by the Seller or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.
18. Waiver. The failure of Buyer to enforce at any time any of the provisions of this Order or to exercise any option herein provided, shall not be a present or future waiver of such provisions, nor in any way affect the validity of this Order or any part hereof, or the right thereafter to enforce each and every such provision. The express waiver (whether one (1) or more times) of any provision, condition or requirement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
19. Independent Contractor. Seller is an independent contractor and persons employed by Seller shall be employees of Seller and not employees of Buyer.
20. Complete Agreement. The Purchase Agreement and any referenced attachments constitute the complete agreement between the parties. Except as otherwise provided herein, it is subject to change only by an instrument signed in writing by both parties.
21. Acceptance by Performance. If Seller fails provide to Buyer with a signed copy of this order, but delivers product or performs the services specified in this agreement, then Seller agrees that the Seller shall be deemed to have accepted the terms and conditions of this order, as provided on both the front and this reverse side of the order. Buyer must agree any changes or modifications to this order by Seller to, in writing, or they shall not be deemed accepted by Buyer and if the Seller delivers the products nonetheless, then the original terms and conditions of this order shall govern.
22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this order, then it is hereby agreed by both Buyer and Seller that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between Buyer and Seller. If a mediator cannot be agreed upon, then the parties agree that any Circuit Court judge for the State of Oregon, County of Clackamas, shall be authorized to appoint a mediator for the parties. Should the parties fail to reach an agreement through mediation, then the parties shall submit to binding arbitration, which shall be governed by the rules of the Arbitration Service of Portland, and shall be conducted within Clackamas County. The arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the parties shall ask the Presiding Judge of the Circuit Court for Clackamas County to select the arbitrator. If the arbitrator determines that one party is the prevailing party, then the losing party shall be required to pay all fees and costs of the arbitration. On the other hand, if the arbitrator determines that neither party is to be considered the prevailing party, then the fees and costs of the arbitration shall be divided equally between the parties. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, then the other party shall be entitled to costs, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award. The parties agree to defend the arbitrator and any individual engaged in the administration of an arbitration proceeding from any subpoenas or claims from third parties arising out of this order or the arbitration.
23. Jurisdiction and Attorney Fees. This order shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this order necessitating the services of an attorney, then the prevailing party shall be entitled to collect from the losing party all of its/his/her reasonable costs and attorney fees, either in arbitration (if awarded by the arbitrator as provided above), or by a court before which any matter concerning this order may be heard, both at trial and on appeal.
24. Neutral Interpretation. This order constitutes the product of negotiations between the parties hereto. Any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of draftsmanship.
25. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which to the parties have no legal right to contract, the latter shall prevail. The provision of this Agreement, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.
26. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, then that period shall be extended to include the next day which is not a Saturday, Sunday or holiday.
27. Notice. Any notice required or permitted to be given by either party to the other shall be deemed to have been given when sent via telecopy, overnight air courier, or deposited in the United States mail certified, return receipt requested, with first class postage prepaid, addressed as indicated on the front of this order, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. Notice shall also be considered effective upon delivery if personally delivered.
28. Conditions of Supplying a Public Agency. Where applicable, seller must make payment promptly as due to persons supplying Seller labor or materials for the execution of the work provided by this order. Seller must pay all contributions or amounts due from Seller to the Industrial Accident Fund incurred in the performance of this order. Seller shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of Buyer on account of any labor or material to be furnished. Seller further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
29. Payment of Claims by Public Officers. In the event that Seller fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor of Seller by any person in connection with the performance of this order when such claim becomes due, then the proper officer or officers representing the Buyer hereunder may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due to the Seller by reason of this order. The payment of a claim in the manner authorized by this provision shall not relieve the Seller or any of the Seller's surety from obligations with respect to any unpaid claims.
30. Health Care Benefits for Seller's Employees. If this order involves public service, then Seller must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this order.
31. Hours of Labor. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
32. Medical Care and Workers' Compensation. Seller shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Seller, of all sums which the Seller agrees to pay for such services and all moneys and sums which the Seller collected or deducted from the wages of the employees pursuant to any law, contractor agreement for the purpose of providing or paying for such service.

C2015-033

**QUOTE
REPRINT**



PORTLAND
 435 NE Hancock
 Portland, OR 97212
 (503) 282-2587
 FAX (503) 288-9664

SEATTLE
 6530 5th Place South
 Seattle, W 98108
 (206) 763-7867
 FAX (206) 763-9006

TRI-CITIES
 200 S 20th Ave
 Pasco, WA 99301
 (509) 543-2018
 FAX (509) 543-2051

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Ship To: FLEET MILWAUKIE FLEET SERVICES GIL 503-786-7619 6101 SE JOHNSON CREEK ROAD MILWAUKIE, OR 97222	Bill To: 162 MILWAUKIE CITY OF ACCOUNTS PAYABLE 10722 SE MAIN STREET MILWAUKIE, OR 97222
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<i>Reference #</i>	<i>Expires</i>	<i>Slsp</i>	<i>Terms</i>	<i>Whse</i>	<i>Freight</i>	<i>Ship Via</i>
NEW CARDLOCK	03/31/15	E	NET 10TH	01	BILLED	SERVICE

<i>Quoted By:</i> JSH	<i>Quoted To:</i> RONELLE AND DAVE
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<i>Item</i>	<i>Description</i>	<i>Ordered</i>	<i>UM</i>	<i>Price</i>	<i>UM</i>	<i>Extension</i>
FMU-2500PLUS	*FUEL MASTER SYSTEM MASTER UNIT FOR PROKEE	1	EA	5495.00	EA	5495.00
ST227838A	FUELMaster PLUS WINDOWS	1	EA	1754.10	EA	1754.10
FM199001	PUMP CONTROL MODULE	1	EA	195.00	EA	195.00
ST941D0120	PROKEE ENCODER, USB	1	EA	550.00	EA	550.00
ST172405	PROKEE-BLACK OPTION FOR SMART CARDS INSTEAD OF THE PROKEE PROX CARD READER ADD \$795.00	100	EA	3.83	EA	383.00
LABOR-PD	LABOR, (On-Site/Shop Service) PORTLAND BRANCH TO STARTUP SYSTEM AND SHOW CUSTOMER HOW TO USE	1.00	EA	2050.00	EA	2050.00
WY/G6201P/27BGJK/	*NEW SUCTION PUMPS PUMP, 1 HOSE/ 1 PRODUCT INCLUDES J-BOX & 100:1 PULSER 1 YEAR PARTS & LABOR WARRANTY HOSE HANGER ON SIDE INTERNAL FILTERS	3	EA	3895.00	EA	11685.00

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

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

C2015-033



PORTLAND
 435 NE Hancock
 Portland, OR 97212
 (503) 282-2587
 FAX (503) 288-9664

SEATTLE
 6530 5th Place South
 Seattle, W 98108
 (206) 763-7867
 FAX (206) 763-9006

TRI-CITIES
 200 S 20th Ave
 Pasco, WA 99301
 (509) 543-2018
 FAX (509) 543-2051

**QUOTE
REPRINT**

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Ship To: FLEET	MILWAUKIE FLEET SERVICES GIL 503-786-7619 6101 SE JOHNSON CREEK ROAD MILWAUKIE, OR 97222	Bill To: 162	MILWAUKIE CITY OF ACCOUNTS PAYABLE 10722 SE MAIN STREET MILWAUKIE, OR 97222
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Reference #	Expires	Slsp	Terms	Whse	Freight	Ship Via
NEW CARDLOCK	03/31/15	E	NET 10TH	01	BILLED	SERVICE

Quoted By: JSH	Quoted To: RONELLE AND DAVE
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Item	Description	Ordered	UM	Price	UM	Extension
APTFEB-150-D	BOOT, FLEX ENTRY 1.5" XP-150-D	3	EA	53.68	EA	161.04
BVBRKT-1000-OV	SINGLE WALL PIPE STABILZER BAR FOR RELIANCESUMP	3	EA	52.50	EA	157.50
ELECTRICAL-SCE	*INSTALLATION & ELECTRICAL ELECTRICAL INSTALLATION INSTALLATION OF NEW FUEL MANAGMENT SYSTEM AND 3 NEW SUCTION PUMPS. ELECTRICAL PERMIT INCLUDED, MECHANICAL INSTALLATION BY A DEQ CERT. HOLDING INSTALLER, ALL COVERED SUBS LICENCED AND BONDED W/ MASCOTT LISTED AS SECOND INSURED.	1	EA	2695.00	EA	2695.00
SUMPINSTALLPCI	SUMP INSTALLATION BY PETROLEUM INCLUDES REMOVAL OF OLD PUMPS AND HAUL OFF FOR DISPOSAL, SAWCUT, JACKHAMMER AND PULL UP CONCRETE AS NEEDED TO MODIFY EXISTING ISLAND FOR NEW SUMPS. EXCAVATE AS NEEDED IN ORDER TO EXPOSE THE	1	EA	9908.24	EA	9908.24

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

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

C2015-033

**QUOTE
REPRINT**



PORTLAND
435 NE Hancock
Portland, OR 97212
(503) 282-2587
FAX (503) 288-9664

SEATTLE
6530 5th Place South
Seattle, W 98108
(206) 763-7867
FAX (206) 763-9006

TRI-CITIES
200 S 20th Ave
Pasco, WA 99301
(509) 543-2018
FAX (509) 543-2051

Number	044665
Printed	06/16/2015
Page	4

Ship To: FLEET	MILWAUKIE FLEET SERVICES GIL 503-786-7619 6101 SE JOHNSON CREEK ROAD MILWAUKIE, OR 97222	Bill To: 162	MILWAUKIE CITY OF ACCOUNTS PAYABLE 10722 SE MAIN STREET MILWAUKIE, OR 97222
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Reference #	Expires	Slsp	Terms	Whse	Freight	Ship Via
NEW CARDLOCK	03/31/15	E	NET 10TH	01	BILLED	SERVICE

Quoted By: JSH	Quoted To: RONELLE AND DAVE
----------------	-----------------------------

Item	Description	Ordered	UM	Price	UM	Extension
	<p>EXISTING STAINLESS STEEL FLEX LINE AND TIE INTO THE NEW SUMPS, BACKFILL AS NEEDED, SETUP AND POUR 3000PSI CONCRETE AS NEEDED AND DOWLED TO EXISTING. SET AND ANCHOR AND PLUMB NEW SUCTION PUMPS ONTO ISLAND AND SUMPS CAULK AROUND BASE INSIDE AND OUT. PURGE LINES OF AIR AND BE ONSITE FOR STARTUP. ESTIMATED DAYS TO COMPLETE THIS WORK IS 2-3 DAYS</p> <p>PLEASE ALLOW 4-6 WEEK DELIVERY</p>					

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

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

TERMS AND CONDITIONS

C2015-033

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 CONSIGNED 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, alter 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.



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 66-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, TO AWARD A CONTRACT TO MASCOTT EQUIPMENT IN THE AMOUNT OF \$37,416.53 FOR THE PURCHASE AND INSTALLATION OF NEW FUEL DISPENSING EQUIPMENT TO REPLACE EXISTING EQUIPMENT.

WHEREAS, the City's existing fuel pumps, card reader pedestal and software were installed prior to 1995 and have experienced issues with reliably dispensing fuel during the last year; and

WHEREAS, the fuel dispensing station provides the City with secure and reliable fueling for the City fleet including Police and Public Works vehicles and equipment; and

WHEREAS, new fuel pumps incorporate the latest environmental requirements and reduce pollution and safety risks and the new pump system has been budgeted and is included in the Capital Improvement Plan;

Now, Therefore, be it Resolved that City Council acting as the Contract Review Board awards a contract to Mascott Equipment for the installation of new fuel dispensing equipment including three fuel pumps, dispensing pedestal and software at a cost of \$37,416.53 and grants the City Manager approval to sign the awarding contract..

Introduced and adopted by the City Council on June 16, 2015.

This resolution is effective on June 16, 2015.

Mark Gamba, Mayor

ATTEST:

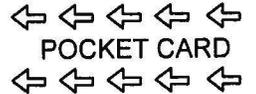
APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder
City Attorney

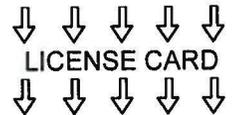
MASCOTT EQUIPMENT CO INC
435 NE HANCOCK ST
PORTLAND OR 97212

CCB LICENSE 129726

CONSTRUCTION CONTRACTORS BOARD



*fold and detach
along
perforation*



RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$20,000
INSURANCE: \$2,000,000 / \$2,000,000
INDEP. CONT. STATUS: NONEXEMPT
RMI: WILLIAM JAMES MASCOTT III
HOME INSPECTOR CERTIFIED: NO

LICENSE NUMBER: 129726
EXPIRATION DATE: 06/09/2016
ENTITY TYPE: Corporation
ENDORSEMENT(S): Commercial General Contractor Level 2

MASCOTT EQUIPMENT CO INC
435 NE HANCOCK ST
PORTLAND OR 97212



STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 129726

This document certifies that:

MASCOTT EQUIPMENT CO INC
435 NE HANCOCK ST
PORTLAND OR 97212

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 2.

License Details:

EXPIRATION DATE: 06/09/2016
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$20,000
INSURANCE: \$2,000,000 / \$2,000,000
RMI: WILLIAM JAMES MASCOTT III
HOME INSPECTOR CERTIFIED: NO

