



MEMORANDUM OF AGREEMENT FOR PUBLIC WORK (\$50,000 OR LESS)

Mascott Equipment Company Inc – Whatcom Transportation Authority

July 21, 2026

Mario Saucedo
Mascott Equipment Company, Inc
6530 5th Place South
Seattle, WA 98108

Re: Memorandum of Agreement for Public Work (\$50,000 or Less)

Dear Mario:

This Memorandum of Agreement for Public Work (\$50,000 or Less) ("Agreement") confirms that Whatcom Transportation Authority ("WTA") has contracted with Mascott Equipment Company Inc ("Contractor") to do the following Scope of Work:

The Contractor shall furnish all labor, materials, equipment, tools, and services necessary to replace the Diesel Exhaust Fluid (DEF) meter in accordance with the Contractor's quote dated June 20, 2026, attached hereto as Exhibit A and incorporated herein by this reference.

Termination Date: The services described in the Scope of Work shall be substantially completed no later than September 6, 2026. Notwithstanding the completion of services, this Agreement shall remain in effect through December 31, 2026, to allow for project closeout, final invoicing, and completion of any remaining administrative requirements.

The Contractor shall be paid the lump sum, not-to-exceed amount of **\$3,153.73**, inclusive of any applicable Washington state sales and use tax. The Contractor will be paid on the basis of invoices submitted for work satisfactorily completed. Changes, additions or modifications to this Agreement will only be binding if they are memorialized in a written document signed by both parties.

RCW 39.12.040 requires that contractors and subcontractors pay prevailing wages on all public work. Accordingly, Contractor is required to submit a prevailing wages *Statement of Intent* and an *Affidavit* online through the Washington Department of Labor and Industries portal, and any other required documents.

Contractor shall provide a current Certificate of Insurance on an ACORD form or its equivalent evidencing the following minimum coverages and limits:

- Commercial General Liability (CGL): \$1,000,000 per occurrence; \$2,000,000 in the aggregate.
- Automobile Insurance: \$1,000,000 combined single limit per accident.



- Workers Compensation: Statutory Amount.

CGL limits **may be** met through any combination of primary, umbrella, or excess coverage.

Contractor's CGL policy shall:

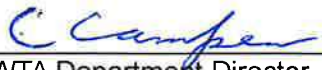
- a) Be primary and not seek contribution from a insurance maintained by WTA;
- b) Include a waiver of subrogation against WTA ; and
- c) Provide additional insured coverage to WTA , including for both ongoing and completed operations. Completed operations coverage must remain in place for a minimum of 3 years following substantial completion of the project.

Endorsements or policy language evidencing the above coverages shall be referenced in and attached to Contractor's Certificate of Insurance.

Contractor shall defend, indemnify and hold harmless WTA from all liabilities arising out of Contractor's negligent acts or omissions in performing the work under this Agreement. If such liabilities arise out of the concurrent negligence of Contractor and WTA, then Contractor's obligations under this clause shall apply only to the extent of Contractor's negligence. CONTRACTOR WAIVES IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, FOR THE LIMITED PURPOSE OF EFFECTUATING ITS OBLIGATIONS TO WTA UNDER THIS CLAUSE WITH REGARD TO ANY CLAIMS ASSERTED AGAINST WTA BY CONTRACTOR'S EMPLOYEES.

Please sign and complete the "Agreed and accepted by" portion below and return to WTA with a copy of the insurance certificate and necessary endorsements before you begin the project. Thank you for your cooperation. WTA looks forward to working with you.

Sincerely,

 7-28-26 
WTA Department Director

Agreed and accepted by:

William J. Mascott

Digitally signed by William J.
Mascott
Date: 2026.07.28 11:52:49 -07'00'

Authorized Signature

EXHIBIT A

Quote



SRO S000001702		Quoted Date 7/20/2026 12:00:00 AM	
Description DEF METER		Quote Expiration Date 8/31/2026 12:00:00 AM	
Company 704263 WHATCOM TRANS AUTHORITY 4011 BAKERVIEW SPUR BELLINGHAM WA 98226 United States		Ship To 1 WHATCOM TRANS AUTHORITY 4011 BAKERVIEW SPUR ROAD BELLINGHAM WA 98226 United States	
Salesperson INSIDE SALES REP	Order Disc 0.0	Currency USD	Terms Code NET 30
Phone	Fax	Email	Revision 0.0

QUOTE TO REPLACE DEF METER. IF A RETURN TRIP OR ADDITIONAL PARTS ARE NEEDED A NEW QUOTE WILL BE GENERATED.

Line Type	Item Description	Quantity	UM Unit Of Rate	Unit Price	Discount	Ext Price
Line: 1 Item: Unit: Oper: 10 Code: Repair Operation: Description: LineSubTotal: Description: Repair Billing Type: Calculated/Time & Material Material: Labor: Miscellaneous:						
Service Misc	SF SHOP FEE	1.00		23.75	0.00	23.75
Service Misc	FLF FILING FEE	1.00		80.00	0.00	80.00
Service Misc	PWA PW ADMIN FEE	1.00		125.00	0.00	125.00
Service Labor	120 TRIP CHARGE 81-120 MILES	1.00		342.00	0.00	342.00
Service Labor	F12 FUEL SURCHARGE 81-120	1.00		46.75	0.00	46.75
Service Labor	PW PREVAILING WAGE	4.00		229.00	0.00	916.00
Service Material	010-048036-FUEL METER DEF METER	1.00	EA	1,354.53	0.00	1,354.53
Subtotal:						2,888.03
Freight:						0.00
Misc. Charges:						0.00
Tax:						265.70
Total:						3,153.73

Signature _____

Name / Title _____

PO _____

Approved Date _____

