

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Limited Assignment - Phoenix Asphalt Maintenance Co., Inc. - Public Services - ID 6971

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## LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC, ThorWorks Industries, Inc (Contractor) at 2520 S. Campbell St, Sandusky, OH 44870 and Phoenix Asphalt Maintenance Co., Inc., (Assignee) at 605 SE Lake Road, Redmond, OR 97756.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as SM10-20, with H-GAC for the sale of Street Maintenance Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 5571 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by H-GAC (the "Effective Date") and ends Sep 30 2022. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

**Section 1** Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

**Right to sell products/services:** H-GAC Product Codes SM20910A-SM20910F

**Right to sell products/services in the following geographical area:** Oregon and Washington

**Right to administer Purchase Orders:** N/A

**Section 2** Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

**Section 3** Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

**Section 4** H-GAC hereby consents to such limited assignment and assumption.

**Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.**

IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

**H-GAC**

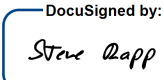
Signature  DocuSigned by:  
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Name Chuck Wemple

Title Executive Director

Date 6/24/2021

**ThorWorks Industries, Inc (Contractor)**

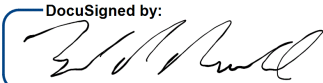
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Name Steve Rapp

Title Equipment Division Support

Date 6/22/2021

**Phoenix Asphalt Maintenance Co., Inc. (Assignee)**

Signature  DocuSigned by:  
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Name Zach Russell

Title Owner

Date 6/22/2021