

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and any documents attached for the total price of:

The following quote includes the cost of all labor, materials, incidentals, tools, and safety equipment.

As Primary Supplier

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL
1.	Mobilization, Notification, Traffic Control, Clean, prepare and place High Density Mineral Bond seal in accordance with attached Bid Item Notes and Specifications	\$ 4.10	50,000 SY	\$ 205,000.00
TOTAL (Also, place this total on the cover page)				\$ 205,000.00

WE AGREE TO SERVE AS A SECONDARY SUPPLIER IF NOT SELECTED AS THE
PRIMARY SUPPLIER..... [] YES; [X] NO.

Bidder/Company Name: Andale Construction, Inc.

Authorized Representative: Peter J. Molitor

Signed: *Peter J. Molitor*

Title: President

Address: 3170 N Ohio St

City, State & Zip: Wichita, KS 67219

Telephone: () 316-832-0063

Fax #: () 316-440-8810

E-Mail Address: jackie@andaleconstruction.com

Date: 02/26/2024

Estimated Number of Days to

Begin Work After Receipt of City's Proceed Letter: 30

Warranty (Please Describe): 5 Year Warranty

**FIRST AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN
CITY OF HURST AND CONTRACTOR**

This FIRST AMENDMENT TO STANDARD FORM OF AGREEMENT BETWEEN CITY OF HURST AND CONTRACTOR (this "Amendment") is entered into as of this 28 day of April, 2024, and made between the City of Hurst ("OWNER"), a municipal corporation located in Tarrant County, Texas, and Andale Construction, Inc. ("CONTRACTOR").

WHEREAS, OWNER and CONTRACTOR entered into an Agreement identified as STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF HURST AND CONTRACTOR, which was effective March 26, 2024 and which was for work related to Hurst Bid Reference Number 24-004 for High Density Mineral Bond Seal (the "Agreement"); and

WHEREAS, it is the collective desire of both OWNER and CONTRACTOR to amend the Agreement to add a provision that authorizes the addition of a CO-CONTRACTOR; and

NOW THEREFORE, KNOWN ALL BY THESE PRESENT, for good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, OWNER and CONTRACTOR, acting herein by and through their duly authorized representatives, enter into this Amendment, which amends the Agreement as follows:

1.

The Agreement is hereby amended by amending Standard Form of Agreement between the City of Hurst and Contractor "Article 6. MISCELLANEOUS" by adding subsection 6.1.1, which shall read as follows:

"6.1.1 CO CONTRACTOR:

Assignment of CO-CONTRACTOR

Through a written agreement of all parties, CONTRACTOR may assign its rights, interests, and obligations under the Contract Documents to a CO-CONTRACTOR while CONTRACTOR also retains its rights, interests, and obligations contained in the Contract Documents. CONTRACTOR may only assign a CO-CONTRACTOR that is authorized by the product manufacturer to perform the work specified in the Contract Documents.

CO-CONTRACTOR Contract Documents

Prior to the approval of an assignment agreement under this section, the CO-CONTRACTOR shall furnish the applicable contract documents identified in Article 7. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH DOCUMENTS HAVE BEEN DELIVERED TO THE CITY.

CO-CONTRACTOR terms

In the event a CO-CONTRACTOR is duly assigned pursuant to this section, the term CONTRACTOR in the Contract Documents shall mean both CONTRACTOR and CO-CONTRACTOR. The OWNER, CONTRACTOR, and will make best efforts to develop procedures for the delegation of individual projects.

2.

All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

[Signature Page Follows]

EXECUTED IN MULTIPLE ORIGINALS on this 28 day of April, 2021.

CITY OF HURST
1505 Precinct Line Rd
Hurst, Texas 76054

CONTRACTOR
ANDALE CONSTRUCTION, INC.

By: [Signature]
Signature

By: [Signature]
Signature

Clay Cantners, City Manager
Print Name and Title

Peter J. Molitor - President
Print Name and Title

[Signature]
Attest

[Signature]
Attest

3170 N. Ohio St.
Street Address

Recommended:

Wichita, KS 67217
City, State, & Zip Code

By: [Signature]
Gregory W. Dickens, P.E.
Executive Director of Public Works

316-833-0063
Phone Number

Seal (if Corporation)

Approved as to Form and Legality this 30 day
of May, 2021

[Signature]
City Attorney

ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract (the "Agreement") is entered into by and between THE CITY OF HURST ("Owner"), ANDALE CONSTRUCTION, INC. ("Contractor"), and HOLBROOK ASPHAL COMPANT, ("Co-Contractor").

WITNESSETH

WHEREAS, Contractor presently is the party identified as the Contractor and/or Bidder for Owner's High Density Mineral Bond Seal program identifies in Bid #24-004 ("Project") by virtue of the bid documents submitted to Owner by Contractor, together with all addenda identified therein (hereafter the "Contract").

WHEREAS, Contractor desires to assign and convey to Co-Contractor all of its rights, titles, obligations, and interest in and to the Contract, while CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.

NOW, THEREFORE, in accordance with the Contract and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. Pursuant to Paragraph 6.1.1 of the *Standard Form of Agreement between the City of Hurst and Contractor* in the Contract, Contractor hereby assigns to Co-Contractor all of Contractor's rights, titles, obligations, and interest in and to the Contract. In making such assignment, CONTRACTOR also retains its rights, titles, obligations, and interests contained in the Contract Documents.
2. Co-Contractor hereby (a) accepts such assignment; and (b) assumes and agrees to perform as a direct obligation to Owner, all of the obligations of Bidder and Contractor under the Contract for those projects delegated to Co-Contractor.
3. Co-Contractor represents and warrants that is authorized by the product manufacturer to perform the work specified in the Contract Documents.
4. Owner, Contractor, and Co-Contractor agree to make the best efforts to develop procedures for the delegation of individual projects under the Contract.
5. Contractor is not released and discharged from any current obligations and liabilities under the Contract arising before the date hereof.
6. Prior to the approval of this Agreement, CO-CONTRACTOR shall furnish the applicable contract documents identified in Article 7 of the Contract. OWNER SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH DOCUMENTS HAVE BEEN DELIVERED TO THE CITY

EXECUTED by Contractor this 28 day of April, 2024.

CONTRACTOR:

Andale Construction, Inc.

By Peter J. Molitor
Printed Name Peter J. Molitor
Title President

EXECUTED by Contractor this 22nd day of April, 2024.

CO-CONTRACTOR:

Holbrook

By Mark Beatty
Printed Name MARK BEATTY
Title SR VP

EXECUTED by Contractor this _____ day of _____, 20____.

OWNER:

CITY OF HURST

By Clay Caruthers
Printed Name Clay Caruthers
Title City Manager

CITY ATTORNEY
APPROVED TO FORM

By MAR
Printed Name _____
Title _____