

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 9/12/2013

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Assignment of Agreement with Littlejohn Engineering Associates, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Littlejohn Engineering Associates, Inc. d/b/a G. W. Jones & Sons Consulting Engineers to accept the assignment of the following contracts owned by G. W. Jones & Sons Consulting Engineers as of February 4, 2013 - Res. No. 10-28, Res. No. 08-49, Res. No. 10-267, Res. No. 12-313, Res. No. 13-116, Res. No. 12-979, 74-401 Agreement (John Hunt Commercial Area Survey), Res. No. 13-550, 74-401 Agreement (Sanitary Sewer Service to Mapco-Winchester Road to Homer Nance Road), and Purchase Order Number 472843 (Chaney Thompson Dog Park ADA Compliance)

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

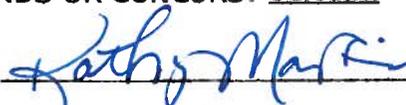
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Assignment of Agreement with Littlejohn Engineering Associates, Inc. d/b/a GW Jones & Sons Consulting Engineers to accept the assignment of contracts owned by GW Jones & Sons Consulting Engineers as of February 4, 2013 (See Exhibit A). Agreement is at no cost to the City.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 9/10/13

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **9/12/2013**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Assignment of Agreement**

Document Name: **GW Jones/Littlejohn Assignment Agreement**

City Obligation Amount: **N/A**

Total Project Budget: **N/A**

Uncommitted Account Balance: **N/A**

Account Number: **N/A**

## Procurement Agreements

<b>Not Applicable</b>	<b>Not Applicable</b>
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## Grant-Funded Agreements

<b>Select...</b>	<b>Grant Name:</b>

Department	Signature	Date
1) Originating	<i>Kathy Martin</i>	9/3/13
2) Legal	<i>Mary C. Gates</i>	9/6/13
3) Finance	<i>[Signature]</i>	9/10/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-\_\_\_\_\_

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, to enter into an agreement with Littlejohn Engineering Associates, Inc. d/b/a G. W. Jones & Sons Consulting Engineers for Assignment of the following Contracts owned by G. W. Jones & Sons Consulting Engineers as of February 4, 2013 - Res. No. 10-28, Res. No. 08-49, Res. No. 10-267, Res. No. 12-313, Res. No. 13-116, Res. No. 12-979, 74-401 Agreement (John Hunt Commercial Area Survey), Res. No. 13-550, 74-401 Agreement (Sanitary Sewer Service to Mapco-Winchester Road to Homer Nance Road), and Purchase Order Number 472843 (Chaney Thompson Dog Park ADA Compliance), in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Assignment of the following Contracts with Littlejohn Engineering Associates, Inc. d/b/a G. W. Jones & Sons Consulting Engineers and the City of Huntsville, Alabama - Res. No. 10-28, Res. No. 08-49, Res. No. 10-267, Res. No. 12-313, Res. No. 13-116, Res. No. 12-979, 74-401 Agreement (John Hunt Commercial Area Survey), Res. No. 13-550, 74-401 Agreement (Sanitary Sewer Service to Mapco-Winchester Road to Homer Nance Road), and Purchase Order Number 472843 (Chaney Thompson Dog Park ADA Compliance)" consisting of a total of three (3) pages plus two (2) additional pages consisting of Exhibit "A", and the date of September 12, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 12th day of September, 2013.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 12th day of September, 2013.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

Assignment of the following  
Contracts with Littlejohn  
Engineering Associates, Inc. d/b/a  
G. W. Jones & Sons Consulting  
Engineers and the City of  
Huntsville, Alabama - Res. No. 10-  
28, Res. No. 08-49, Res. No. 10-  
267, Res. No. 12-313, Res. No. 13-  
116, Res. No. 12-979, 74-401  
Agreement (John Hunt Commercial  
Area Survey), Res. No. 13-550, 74-  
401 Agreement (Sanitary Sewer  
Service to Mapco-Winchester Road  
to Homer Nance Road), and Purchase  
Order Number 472843 (Chaney  
Thompson Dog Park ADA Compliance)

### **ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT**

**THIS ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT** (the "Agreement"), dated effective as of February 4, 2013, (the "Effective Date"), by and between **G. W. JONES & SONS CONSULTING ENGINEERS**, an Alabama corporation (the "Assignor"), **LITTLEJOHN ENGINEERING ASSOCIATES, INC. D/B/A G. W. JONES & SONS CONSULTING ENGINEERS**, (the "Assignee"), and **THE CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City").

**WHEREAS**, the Assignor and Assignee are parties to A Merger Agreement, dated February 4, 2013, providing for the purchase and sale of most of the assets owned by Assignor (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, the Assignor is required to assign certain contracts to the Assignee, and the Assignee is required to assume certain contracts and obligations of Seller; and

**WHEREAS**, Assignor desires to assign to Assignee, all right, title and interest of Assignor to Assignee in those certain contracts with the City described on Exhibit "A" attached hereto (the "Contracts") and the City consents to the assignment of the Contracts pursuant to the terms hereof.

\_\_\_\_\_  
President of the City Council of the City  
of Huntsville, AL  
Date: September 12, 2013

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT AND ASSUMPTION.** To the extent permitted by applicable law, the Assignor hereby assigns, transfers and releases to the Assignee all of the Assignor's right, title and interest in, to and under all of the Contracts. Additionally, Assignee agrees to pay, perform and discharge as and when due each of the obligations, responsibilities and liabilities of the Assignor and/or Assignee under the Contracts arising from and after the Effective Date. The City hereby consents to and joins in the assignment of the Contracts by Assignor and the assumption of the Contracts by Assignee.
  
2. **INSURANCE.** Assignee shall secure and maintain professional liability insurance, as described in the Contracts, covering exposure relating to any work performed on the Contracts both before and after the Effective Date. The insurance is to be placed with insurers with an A.M. Best's rating of no less than B+ V. The City shall be indicated as a certificate holder hereunder and Assignee shall furnish the City with the certificates of insurance reflecting the coverage required by this document. The A.M. Best rating and deductibles, if applicable, shall be indicated on the respective certificates of insurance for each insurance policy. The certificate of insurance for the insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of the required insurance policy at any time.
  
3. **BINDING EFFECT: AUTHORITY.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their heirs, successors and assigns. The parties agree to do such other acts and to execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement. The parties each represent and warrant that each has taken all action necessary to authorize the agreements set forth herein and that the execution, delivery, and performance of this Agreement by the parties shall not violate any agreement by which both parties hereto are bound.
  
4. **ENTIRE AGREEMENT.** This Agreement constitute the entire agreement between the Assignor, Assignee, and the City with respect to the transactions contemplated herein, and supersede all prior understandings or agreements between the parties relating to such transactions.
  
5. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama.
  
6. **EXECUTION BY COUNTERPART.** This Agreement may be executed by facsimile and in two (2) or more counterparts, each of which when so executed and delivered (including delivery by facsimile) shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date first above written.

ASSIGNOR:

**G. W. JONES & SONS CONSULTING  
ENGINEERS**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ASSIGNEE:

**LITTLEJOHN ENGINEERING  
ASSOCIATES, INC., D/B/A GW JONES &  
SONS CONSULTING ENGINEERS**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY:

**THE CITY OF HUNTSVILLE,  
ALABAMA**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Tommy Battle, Mayor

**EXHIBIT "A"**  
**GW JONES**  
& Sons Consulting Engineers  
A Littlejohn Engineering Associates Company

September 10, 2013

Ms. Kathy Martin  
City of Huntsville, Engineering  
P. O. Box 308  
Huntsville, AL 35804

**Re: GW Jones and Sons Consulting Engineering, Inc. contracts transfer to Littlejohn Engineering Associates, Inc.**

Dear Mary:

This letter amends the previous letter sent to Ms. Kathy Martin regarding information needed to transfer contracts to Littlejohn Engineering Associates, Inc. from Brenda Whitcomb.

Littlejohn Engineering Associates, Inc. (LEA) acquired the Engineering, Surveying and Transportation divisions of GW Jones & Sons Consulting Engineers on February 4, 2013.

Under this acquisition, we purchased the name rights to GW Jones & Sons Consulting Engineers and their FEIN # 63-0590892.

We registered GW Jones & Sons Consulting Engineers Trade name in the State of Alabama as Littlejohn Engineering Associates, Incorporated D/B/A/ GW Jones & Sons Consulting Engineers and all reporting will be under our LEA FEIN# 62-1526480.

We have the rights to this for a minimum of five (5) years before it renews on March 6, 2018.

Additionally we understand that you need verification that LEA has accepted responsibility for General and Professional Liabilities for work in progress for GWJ projects that began before the acquisition yet are being completed afterwards. In fact, that is the case. Those projects that began and are currently in progress are included in LEA's coverage and responsibility to the City.

Please let me know if this is what you required in order to set up our vendor file correctly.

Sincerely,

**GW JONES & SONS, CONSULTING ENGINEERS,  
a LITTLEJOHN ENGINEERING ASSOCIATES COMPANY**



James H. Littlejohn, PE

cc: Ms. Brenda Whitcomb  
Mr. Harry Wilson, PE

401 FRANKLIN ST., SUITE B HUNTSVILLE, AL 35801  
T 256.533.3311 F 256.535.9756

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**ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT**  
**Littlejohn Engineering Associates, Inc. d/b/a G. W. Jones & Sons Consulting Engineers**

**EXHIBIT "A"**

<i>PROJECT NAME</i>
Winchester Road Widening (Dominion Circle to Naugher Road), Project No. STPHV-8556 ( ) & 65-09-RD03, Res. No. 10-28
Holmes Avenue and Pinhook Creek Bridge Improvements, Project No. 65-04-BR07, Res. No. 08-49
Martin Road, Phase II (from Laracy Drive to Old Jim Williams Road), Project No. 65-10-RD07, Res. No. 10-267
West Huntsville Area Sewer Master Plan, Project No. 65-12-SS02, Res. No. 12-313
Research Park Stormwater Improvements, Project No. 65-13-DR01, Res. No. 13-116
Greenbrier Road, Phase II, from Old Highway 20 Future Megasite location, Project No. 65-13-RD01, Res. No. 12-979
John Hunt Commercial Area Survey, Project No. 65-13-SP26, 74-401 Agreement
Big Spring Park Topographic Survey (East & West), Project No. 65-13-DR04, Res. No. 13-550
Sanitary Sewer Service to Mapco Winchester Road to Homer Nance Road, Project No. 65-13-SS06, 74-401 Agreement
Chaney Thompson Dog Park ADA Compliance, Purchase Order No. 472843