



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/25/2024

File ID: TMP-3906

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Assignment Agreement between SJ&L General Contractor, L.L.C., Wiregrass Construction Company, Inc., and the City of Huntsville, Alabama for Assignment of the Contracts owned by SJ&L General Contractor, L.L.C., to Wiregrass Construction Company, Inc., as of April 25, 2024.

Resolution No.

Finance Information:

Account Number: At no cost to the city

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Assignment of Agreement with Wiregrass Construction Company, Inc., to accept the assignment of contracts owned by SJ&L General Contractor, L.L.C., as of April 25, 2024. (See Exhibit A).

RESOLUTION NO. 24-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an Assignment Agreement between, SJ&L General Contractor, L.L.C., Wiregrass Construction Company, Inc., and the City of Huntsville, Alabama, for Assignment of the Contracts owned by SJ&L General Contractor, L.L.C., to Wiregrass Construction Company, Inc., as of April 25, 2024, 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 Contracts owned by SJ&L General Contractor, L.L.C., to Wiregrass Construction Company, Inc.," consisting of a total of three (3) pages plus one (1) additional page consisting of Exhibit "A", and the date of April 25, 2024, 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 25th day of April, 2024.

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

APPROVED this the 25th day of April, 2024.

Mayor of the City of Huntsville,
Alabama

**Assignment Agreement of the
Contracts owned by SJ&L General
Contractor, L.L.C. to Wiregrass
Construction Company, Inc.**

ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT

TIDS ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT (the "Agreement"), dated effective as of April 25, 2024, (the "Effective Date"), by and between **SJ&L GENERAL CONTRACTOR, L.L.C.**, an Alabama limited liability company (the "Assignor"), **WIREGRASS CONSTRUCTION COMPANY, INC.**, an Alabama corporation (the "Assignee"), and **THE CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the "City").

WHEREAS, pursuant to a Membership Interest Purchase Agreement dated December 29, 2023 (the "Purchase Agreement"), the Assignee acquired all of the issued and outstanding equity interests of the Assignor; and

WHEREAS, Assignor desires to assign to Assignee, all right, title and interest of Assignor to Assignee in 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.

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, the Assignee agrees to pay, perform and discharge as and when due each of the remaining obligations, responsibilities and liabilities of the Assignor and/or Assignee to the City under the Contracts arising from and after the Effective Date. The City hereby consents to and joins in the assignment of the Contracts by the Assignor and the assumption of the Contracts by Assignee.
2. **INSURANCE AND PAYMENT BOND.** Assignee shall be bound by all insurance requirements set forth in the Contracts, including, but not limited to, the requirement that the Owner (City), its officers, employees, agents and specified volunteers are to be covered as Additional Insureds. Assignee shall provide the City with updated Certificates of Insurance issued to the Assignee under its current legal name. Assignee shall also post the appropriate payment bonds as required by the Contracts.
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 and is not for the benefit of, nor may any provision hereof be enforced by any other person. 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 constitutes the entire agreement between the Assignor, Assignee, and the City with respect to the transactions contemplated herein, and supersedes all prior understandings or agreements between the parties relating to such transactions; provided, however, that nothing in this Agreement shall be deemed to alter, amend or impair any rights or obligations that the Assignor and the Assignee or their respective affiliates may have to or against one another pursuant to the Purchase Agreement or any other agreement or instrument by or between the Assignor and Assignee not related specifically to the Contracts.

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 or other forms of electronic communication and in two (2) or more counterparts, each of which when so executed and delivered (including delivery by facsimile or other forms of electronic communication) shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNOR:

SJ&L GENERAL CONTRACTOR, L.L.C.

ATTEST:

By: _____

Its:

ASSIGNEE:

**WIREGRASS CONSTRUCTION COMPANY,
INC.**

ATTEST:

By: _____

Its:

CITY:

THE CITY OF HUNTSVILLE, ALABAMA

ATTEST:

By: _____

Tommy Battle, Mayor

ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT
Wiregrass Construction Company, Inc.

EXHIBIT "A"

PROJECTNAME

Resurfacing of Residential Streets FY2024 Phase, 1, Project No. 3-2024-55, Res. No. 23-970;
Goss Road Extension and Mass Grading, base Bid, Option No. 2 and Option No. 3, Project No.
71-23-SPI 7, Res. No. 23-591;