



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/13/2025

File ID: TMP-5255

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Assignment Agreement between the City of Huntsville, Alabama and UES Professional Solutions 18, L.L.C., for the Assignment of contracts owned by GEO Solutions, L.L.C., as of January 1, 2025.

Resolution No.

Finance Information:

Account Number: N/A
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 UES Professional Solutions 18, L.L.C., to accept the assignment of contracts owned by GEO Solutions, L.L.C., as of January 1, 2025. (See Exhibit A)

RESOLUTION NO. 25-

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 the City of Huntsville, Alabama and UES Professional Solutions 18, L.L.C., for the Assignment of the contracts owned by GEO Solutions, L.L.C., as of January 1, 2025, 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 "Resolution authorizing the Mayor to enter into an Assignment Agreement between the City of Huntsville, Alabama and UES Professional Solutions 18, L.L.C., for the Assignment of the contracts owned by GEO Solutions, L.L.C.," consisting of a total of three (3) pages plus one (1) additional pages consisting of Exhibit "A", and the date of March 13, 2025, 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 13th day of March, 2025.

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

APPROVED this the 13th day of March, 2025.

Mayor of the City of Huntsville,
Alabama

Assignment Agreement between the City of
Huntsville, Alabama and UES Professional
Solutions 18, L.L.C., for the Assignment of the
contracts owned by GEO Solutions, L.L.C.

ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT

THIS ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT (the “Agreement”), dated effective as of March 13, 2025, (the “Effective Date”), by and between **GEO SOLUTIONS, L.L.C.**, an Alabama corporation (the “Assignor”), **UES PROFESSIONAL SOLUTIONS 18, L.L.C.**, (the “Assignee”), and **THE CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (the “City”).

WHEREAS, the Assignor has legally changed its name to that of the Assignee, dated January 1, 2025, (the “Certificate of Amendment of Articles of Incorporation”); and

WHEREAS, pursuant to the terms of the Certificate of Amendment of Articles of Incorporation, the Assignor is required to assign a certain contract to the Assignee, and the Assignee is required to assume a certain contract and obligations of Seller; and

WHEREAS, Assignor desires to assign to Assignee, all right, title and interest of Assignor to Assignee in that certain contract with the City described on Exhibit “A” attached hereto (the “Contract”) and the City consents to the assignment of the Contract 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 Contract. 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 Contract arising from and after the Effective Date. The City hereby consents to and joins in the assignment of the Contract by Assignor and the assumption of the Contract by Assignee.

**President of the City Council of the City of
Huntsville, AL**
Date: March 13, 2025

2. INSURANCE. Assignee shall be bound by all insurance requirements set forth in the Contract, 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.

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 supersedes 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 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.

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

ASSIGNOR:

GEO SOLUTIONS, L.L.C.

ATTEST:

By: _____

Its: _____

ASSIGNEE:

**UES PROFESSIONAL SOLUTIONS 18,
L.L.C.**

ATTEST:

By: _____

Its: _____

CITY:

**THE CITY OF HUNTSVILLE,
ALABAMA**

ATTEST:

By: _____

Tommy Battle, Mayor

ASSIGNMENT, ASSUMPTION, AND MODIFICATION AGREEMENT
UES Professional Solutions 218, L.L.C.

EXHIBIT "A"

| <i>PROJECT NAME</i> |
|--|
| Construction Materials Testing Services for Old Gurley Road Improvements (The Commons), Project No. 71-21-RD05 |
| Construction Materials Testing Services for Huntsville Northern Bypass, Project No. 65-10-RD08 |