

MEMORANDUM

DATE: August 4, 2021

TO: ***ORIGINAL***
City Clerk's Officer

FROM: Shelby Dolan, Procurement Agent II
Procurement Management Department

SUBJECT: Recorded Retention

CONTRACT: #20170132 Amendment #5
CONTRACT TITLE: Design Services for the Expansion of Westport WWTP
(Assignment & Assumption Agreement) – Name Change

VENDOR NAME: CHA Consulting, Inc. fka Reiss Engineering, Inc.
VENDOR ADDRESS: 3 Winners Circle
CITY & STATE: Albany, NY 12205

DATE APPROVED BY COUNCIL: February 26, 2018

7b)- Design Services for the Design Services of the Westport Wastewater Treatment Plant
Expansion #20170132.

CONTRACT TERM: 07/1/2019 through 09/30/2024

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the 1st day of April, 2021 ("Effective Date") is entered into by and between City of Port St. Lucie, a Florida municipal corporation ("Client"), Reiss Engineering, Inc. ("Assignor"), and CHA Consulting, Inc. ("Assignee").

WHEREAS, Client and Assignor executed Contract No. 20170132, dated March 5, 2018, Purchase Order No. 20200613, dated August 6, 2020 and Purchase Order No. 20210318, dated February 26, 2021, whereby Assignor would provide various professional services to Client (collectively, the "Agreements"); and

WHEREAS, Assignor was acquired by Assignee effective February 1, 2021 and Assignor's staff has been integrated into Assignee; and

WHEREAS, Assignor desires to assign all of its rights and obligations in and to the Agreements to Assignee and Assignee desires to assume all of Assignor's obligations thereunder, all effective as of the Effective Date; and

WHEREAS, Client desires to consent to said assignment and assumption.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. Assignment. Assignor does hereby grant, sell, convey, transfer, set over, deliver and assign unto Assignee, its successors and assigns, all of Assignor's legal and equitable rights, privileges, interests, duties and obligations in, to and under the Agreements as of the Effective Date.

2. Assumption. Assignee hereby accepts the foregoing assignment of the Agreements and hereby assumes and agrees to keep, pay and perform from and after the date hereof all of Assignor's duties, responsibilities and obligations with respect to the Agreements as of the Effective Date.

3. Consent. Client hereby consents to the assignment from Assignor to Assignee as outlined in this Assignment and Assumption Agreement.

4. Successors and Assigns. Subject to the foregoing, this Assignment and Assumption Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and legal representatives.

5. Further Assurances. Each of the parties hereto hereby further agrees at any time and from time to time, and without additional consideration, to execute, acknowledge and deliver to the other any and all such further instruments and assurances, and to perform such further acts, as may reasonably be required by such other party to more fully effectuate the assignment and assumption contemplated hereunder.

6. Notice. All notice to Assignee in connection with this Assignment and Assumption Agreement and/or the Agreements shall be in writing, addressed to:

CHA Consulting, Inc.
Attn: Michael A. Platt
3 Winners Circle
Albany, NY 12205
mplatt@chacompanies.com

7. Entire Agreement. This Assignment and Assumption Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

8. Counterparts. This agreement may be executed in counterparts, all of which shall be deemed originals and constitute one instrument.

9. Miscellaneous. Assignor shall at any time and from time to time, execute and deliver to Assignee all other and further agreements, assignments, and any other instruments necessary or desirable to vest in Assignee full right, privileges and interest in and to the Agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as a sealed instrument as of the day and year first above written.

CLIENT:

City of Port St. Lucie, a Florida municipal corporation

By: 

Its: City Manager

ASSIGNOR:

Reiss Engineering, Inc.

By: 

Its: C. Robert Reiss, President

ASSIGNEE:

CHA Consulting, Inc.

By: 

Its: Michael A. Platt, General Counsel & EVP