

**ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT  
BETWEEN  
CITY OF JACKSONVILLE  
AND  
JACKSONVILLE TRANSPORTATION AUTHORITY**

**THIS ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT** (the “Assignment”) is made and entered into in duplicate this 15 day of June, 2015, by and between the City of Jacksonville, a municipal corporation in Duval County, Florida (the “City”), and the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida whose mailing address is P.O. Drawer “O”, 121 West Forsyth Street, Suite 200, Jacksonville, Florida 32202 (the “JTA”).

**RECITALS:**

**WHEREAS**, on November 2, 2009, the City of Jacksonville (the “City”) and ARCADIS U.S., INC. made and entered into City of Jacksonville Contract # 3704-20 (the “Agreement”) for engineering services for Kernan Boulevard from J. Turner Butler Boulevard to McCormick Road; and

**WHEREAS**, City desires to assign, and JTA desires to assume, City’s rights and obligations under the Agreement arising from and after the date of this Assignment; and

**WHEREAS**, this Assignment is authorized by City Ordinance 2013-820-E; and

**WHEREAS**, the Assignment contemplated herein requires the consent of ARCADIS, U.S., INC., and ARCADIS U.S., INC. has, by a separate instrument, consented to the Assignment on the terms provided herein; now therefore

**IN CONSIDERATION** of the assumptions by JTA hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and JTA agree as follows:

1. City does hereby assign, set over, and deliver to JTA all of City's right, title, and interest in the Agreement.

2. JTA hereby assumes and agrees to perform all of the covenants, liabilities, and obligations of City under the Agreement arising from and after the date hereof.

3. City hereby indemnifies and agrees to hold JTA harmless from and against any defaults or liabilities, including without limitation court costs and reasonable attorney's fees incurred in the enforcement of this indemnity or otherwise, with respect to the Agreement arising prior to the date hereof.

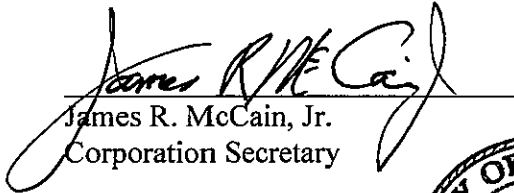
4. JTA hereby indemnifies and agrees to hold JTA harmless from and against any defaults or liabilities, including without limitation court costs and reasonable attorney's fees incurred in the enforcement of this indemnity or otherwise, with respect to the Agreement arising from and after the date hereof.

5. This Assignment may be executed in two or more counterparts and it shall not be necessary that any one counterpart be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all of such counterparts taken together shall constitute one and the same instrument.

**[Remainder of this page is intentionally left blank. Signature page follows immediately.]**


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

ATTEST:

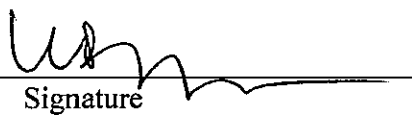
  
James R. McCain, Jr.  
Corporation Secretary



CITY OF JACKSONVILLE

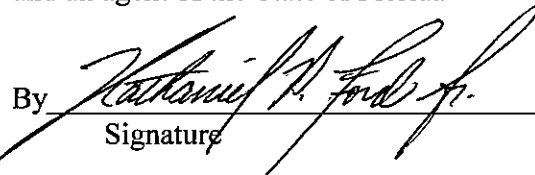
  
Alvin Brown, Mayor  
Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2015-01

WITNESS:

By   
Signature

William Moseley  
Type/Print Name

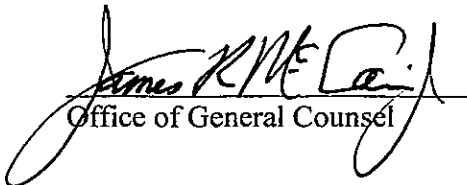
Director of Legal Services  
Title

By   
Signature

Nathaniel P. Ford, Sr.  
Type/Print Name

Chief Executive Officer  
Title

Form Approved:

  
Office of General Counsel

**ARCADIS U.S., INC.'S CONSENT  
TO  
ASSIGNMENT OF ENGINEERING SERVICES AGREEMENT**

To enable the City of Jacksonville, a municipal corporation in Duval County, Florida (the "City") and the Jacksonville Transportation Authority, a body politic and corporate and an agency of the State of Florida (the "JTA"), to enter into that certain Assignment of Engineering Services Agreement of even date herewith (the "Assignment") relating to that certain Agreement between the City of Jacksonville and ARCADIS U.S., INC. dated November 26, 2002 (City Contract No. 3704-20), ARCADIS U.S., INC. states the following:

ARCADIS U.S., INC. hereby consents to the Assignment, subject to ARCADIS U.S., INC.'s receipt from JTA on even date herewith of a duly executed Fourteenth Amendment to the Engineering Services Agreement in the form attached hereto as **Exhibit A**.

**WITNESS:**

Maria G Buch  
Signature

MARIA A. BIRCH  
Type/Print Name

Project Assistant  
Title

**ARCADIS U.S., INC.**

  
Signature

Erik van Zanden  
Type/Print Name

Vice President  
Title