

**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.

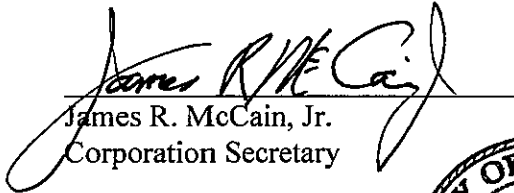
4. JTA hereby indemnifies and agrees to hold JTA harmless from and against any defaults or liabilities, including without limitation court costs and reasonable attorney's fees incurred in the enforcement of this indemnity or otherwise, with respect to the Agreement arising from and after the date hereof.

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:

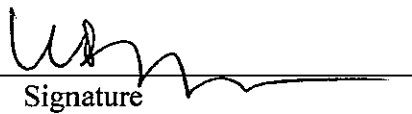

James R. McCain, Jr.
Corporation Secretary



CITY OF JACKSONVILLE

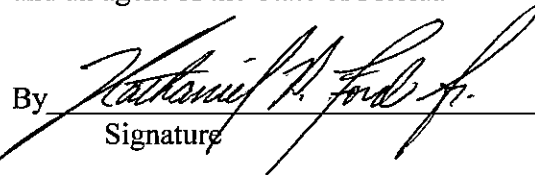

Alvin Brown, Mayor
Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

By 
Signature

William Moseley
Type/Print Name

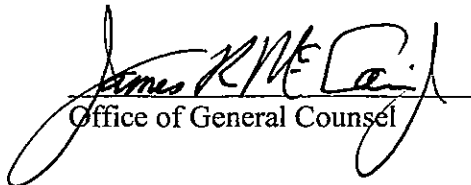
Director of Legal Services
Title

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