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FIRST AMENDMENT TO ENGINEERING SERVICES CONTRACT

THIS FIRST AMENDED AGREEMENT is entered into by the Jackson County, Missouri, hereinafter referred to as the "Local Agency"; Shafer, Kline & Warren Inc., 11250 Corporate Avenue, Lenexa KS, hereinafter referred to as "SKW"; and McClure, 11250 Corporate Avenue, Lenexa KS, hereinafter referred to as "McClure".

WITNESSETH:

WHEREAS, the Local Agency and SKW previously entered an engineering services contract, hereinafter referred to as "Contract" dated April 27, 2017 (date of execution by the Local Agency) for Project BRO-B048 (55), replacement of Bridge No. 4219001 on Tarsney Lake Beach Road and

WHEREAS, Article XV of the Contract states "The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns" and

WHEREAS, after the date of the Contract, SKW has sold and McClure has acquired substantially all SKW assets, including "all work in process, including all booked work and signed contracts not yet started and/or not yet completed", under a certain asset purchase agreement dated May 4, 2018 and

WHEREAS, The Local Agency is agreeable to an assignment, from SKW to McClure, of the rights and responsibilities of the Contract.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations in this Amendment, the parties agree as follows:

- (1) SKW agrees to assign to McClure the full rights and responsibilities of the Contract.
- (2) McClure agrees to assume the Contract and agrees to perform all the remaining obligations of SKW under the contract.
- (3) McClure is entitled to all monies remaining to be paid under the Contract, which rights are also assigned hereunder.
- (4) The Local Agency consents to the assignment of the Contract from SKW to McClure and agrees to indemnify and hold harmless SKW from any claim or demand resulting from the Contract or the work being performed thereunder.
- (5) All provisions of the Contract shall remain in force and unchanged, except that SKW shall relinquish and McClure shall assume the role of "Engineer" in the Contract.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the last date written below.

SHAFER, KLINE & WARREN INC.

MCCLURE

JACKSON COUNTY, MO







Title: Project Manager

Title: Vice President, Structures

Title: County Executive

Title: August 22, 2018

Title: August 22, 2018

Date: 8/29/2018

APPROVED AS TO FORM


County Counselor

ATTEST:


Clerk of the County Legislature

FILED
AUG 31 2018
MARY JO SPINO
COUNTY CLERK