

FIRST AMENDMENT TO CONCRETE REPAIR CONTRACT- CL22-042

This sets forth the agreement (“*Agreement*”) between TE Construction (“*Contractor*”) and the City of Lawton (“*City*”) located at 212 SW 9th St., Lawton, OK 73501, relating to the concrete repair project located on the 1900 block of NW Cherry Avenue (“*Project*”) as described in the Concrete Repair Contract CL22-042.

1. Amendment

This agreement should be considered an amendment to the City of Lawton Specifications Agreement titled “Concrete Repair Contract- CL22-042” that was agreed to by Contractor on May 24, 2022 and extended on July 10, 2023. This amendment only applies to the NW Cherry Avenue Project in particular.

This First Amendment becomes a part of the Agreement dated May 24, 2022, which was extended on July 10, 2023, and shall be in full force and effect from on and after the 5th of November 2024. Any term or provision of the Agreement dated May 24, 2022 and extended on July 10, 2023, which is not amended hereby, is and shall remain in full force and affect.

2. Amended Language and Terms

A. Warranty shall be free from defect for a period of two (2) years. This is a change from the Warranty in the original agreement which is for one (1) year.

B. There will be a Ten (10) percent reduction of one-half (1/2) of the overall agreed upon price, which is a sum equal to \$13,418.25. This will be subtracted from the final invoice submitted to City for this particular project and will be clearly labeled on the invoice as “specification non-compliance price reduction, as agreed by the City of Lawton and TE Construction on 28 October 2024.”

C. Contractor shall fully mobilize and begin work on the second half of the roadway in question (NW Cherry Avenue) within 48 hours from the time of the delivery of this agreement to Contractor.

D. Full repairs to utility line cuts made in the constructed segment, performed to meet current City of Lawton roadway specifications. These will also be subject to the two (2) year workmanship warranty in section A.

3. Governing Law

This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Oklahoma. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Comanche County, Oklahoma.

4. Severability

If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

CITY OF LAWTON APPROVAL:

Dated this _____ day of _____, 2024.

**CITY OF LAWTON, OKLAHOMA
A Municipal Corporation**

STANLEY BOOKER, MAYOR

(SEAL) ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2024.

JOHN R. ANDREW, CITY ATTORNEY

Contractor:

THOMAS ESPINOZA, TE CONSTRUCTION