

ADDENDUM NO. 2

TO: ALL PLAN HOLDERS

RE: City of Texarkana, Arkansas
East 48th, Oats, and East 24th - Street Rehabilitation
2026 Street Bond Program

Bid Date: June 23rd, 2026 - 2PM (City Hall)

ADDENDUM DATE: June 16, 2026

The Plans, Specifications and Contract Documents for the above referenced project are hereby modified as follows:

**Bond Addition: See the attached 2 page 1 year Maintenance Bond Example.
The awarded contractor will supply a Payment, Performance, AND
Maintenance Bond.**

ADDENDUM NO. 2 ISSUED BY:

A.L. FRANKS ENGINEERING



Jason C. Haley, P.E.
Project Manager

MAINTENANCE BOND

THE STATE OF ARKANSAS §

COUNTY OF MILLER §

KNOW ALL BY THESE PRESENTS

THAT _____ as Principal (CONTRACTOR), and _____, a corporation authorized to do business in the State of Arkansas, as Surety, do hereby acknowledge themselves to be held and bound to pay unto the City of Texarkana, a municipal corporation of the States its successors and assigns, at Texarkana, Miller County, Arkansas the sum of _____ (Written Amount) Dollars (\$ _____), 50% of the total amount of the contract for the payment of which sum said principal and surety do hereby bind themselves, their successors and assigns, jointly and severally.

WHEREAS, said (CONTRACTOR) _____ has this day entered into a written contract with the said City of Texarkana to build _____ which contract and the plans and specifications therein mentioned, adopted by the City of Texarkana, are filed with the City Clerk of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications, and contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work therein contracted to be done and performed for a period of one (1) year from the date of acceptance thereof and do all necessary backfilling that may become necessary in connection therewith and do and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said CONTRACTOR on account of any breaking of such improvements, caused by the said CONTRACTOR on constructing the same or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said CONTRACTOR, and in case said CONTRACTOR shall fail to repair, reconstruct or maintain said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said CONTRACTOR and its surety on this obligation, and said CONTRACTOR and surety shall be subject to the damages in said contract for each day's failure on the part of said CONTRACTOR to comply with the terms and provisions of said contract and this bond.

NOW, THEREFORE, if the said CONTRACTOR shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of one (1) year as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect.

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF the said as CONTRACTOR and Principal, has caused this instrument to be executed by (CONTRACTOR)
and the said _____ as Surety, has caused this instrument to be executed by its Attorney-in-fact _____ and the said Attorney-in-Fact has hereunto set his hand this the _____ day of _____, 20 ____.

SURETY:

PRINCIPAL:

By : _____

Attorney-in-fact

Title

Phone: () -

Phone: () -

