

ADDENDUM NO. 1

TO: ALL PLAN HOLDERS

RE: McCurtain County RWD #8-Mt. Fork Cedar Hills Lakes

ADDENDUM DATE: May 31, 2024

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

PROJECT UPDATE

1. **Add** the attached Maintenance Bond to the Bid Documents.

ADDENDUM NO.1 ISSUED BY:

A.L. FRANKS ENGINEERING



Jason Haley, P.E.
Project Manager

Attachment:

MAINTENANCE BOND

THE STATE OF OKLAHOMA §

COUNTY OF McCURTAIN §

KNOW ALL BY THESE PRESENTS

THAT _____ as Principal (CONTRACTOR), and _____, a corporation authorized to do business in the State of Oklahoma, as Surety, do hereby acknowledge themselves to be held and bound to pay unto the McCurtain RWD #8, a rural water district of the States its successors and assigns, at Broken Bow, McCurtain County, Oklahoma 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 McCurtain RWD #8 to build Water System Improvements for Cedar Hill Lakes Development which contract and the plans and specifications therein mentioned, adopted by RWD #8, are filed at the water office 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: () -

