



CITY OF O'FALLON, MISSOURI
PURCHASING DEPARTMENT

100 North Main Street
O'Fallon, MO 63366
T: (636) 379-5527

BID NUMBER:	24-015	BID ISSUE DATE:	01/19/2024
BID DESCRIPTION:	CITY HALL HEAT EXCHANGER		
BID OPENING DATE:	01/30/2024	BID OPENING TIME:	2:00 P.M. CST

January 22, 2024

ADDENDUM #1

The purpose of this addendum is to clarify information located in the original bid specs released on 01/19/2024.

Clarification:

- The second page of the bid bond/security is missing – please insert the following attached page 2 after page 16 of the original bid.

Reminder:

The due date and time remain the same for this project. This is to remind all bidders that sealed bids for bid #24-015 City Hall Heat Exchanger must be submitted by 2:00 P.M. CST, January 30, 2024 to:

Christine Grabin, Purchasing Agent
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri 63366

Addendum information will be available over the Internet at www.ofallon.mo.us. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline. Due to revisions, the bidders must acknowledge the Addendum(s) on the bid form.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by OWNER, or
 - 3.3 OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.