

# Request for Proposals

FOR

REPAIR AND REPLACEMENT OF A RETAINING WALL BORDERING  
THE FORMER JAMESTOWN MALL PROPERTY IN ST. LOUIS  
COUNTY

## Addendum No. 1

Date: May 11, 2023

### REVISIONS FROM ORIGINAL RFP:

**Revision 1:** Under “Instructions to Bidders,” a Section 4(f) shall be inserted after Section 4(e) that shall read as follows:

“f. Bid Bond and Performance and Payment Bond. Each bid must include a Bid Bond, Certified Check, Cashier's Check, or an Irrevocable Letter of Credit drawn on a solvent bank, payable to the Port Authority, in an amount not less than five percent (5%) of the proposed bid amount for the Project.

As a condition to awarding the Contract, the successful Bidder must be able to furnish a Performance and Payment Bond, Irrevocable Letter of Credit, or Certified or Cashier's Check drawn on a solvent bank made jointly payable to the Port Authority in an amount equal to 100% of the Contract price. All bonds must be issued by a surety authorized to do business in the State of Missouri and with a minimum rating of ‘A-’ by A.M. Best. The costs for all performance and payment bonds shall be included in the Bid Proposal. See **Exhibit 4** attached hereto for form of Bid Bond.”

**Revision 2:** Exhibit 4 shall be inserted after Exhibit 3 that shall read as follows:

**EXHIBIT 4**

**FORM OF BID BOND**

Bond No. \_\_\_\_\_

WHEREAS,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as Principal, has submitted the accompanying bid to St. Louis County Port Authority (“Owner”), 7733 Forsyth Ave., Suite 2200, St. Louis, MO 63105, in response to the Owner’s advertisement for bids for:

**Project:** Former Jamestown Mall Repair and Replacement of Retaining Wall.

Whereas, Principal is required to furnish this Bid Bond as a condition of the Owner’s acceptance of Principal’s bid.

NOW, THEREFORE, Principal and \_\_\_\_\_, a Corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto the **St. Louis County Port Authority** in the sum of 5% of the accompanying bid, equal to \_\_\_\_\_ **Dollars** (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the Principal and the Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal is awarded the Contract, and the Principal, within the time required by the Contract Documents, enters into the Contract and executes and delivers to the Owner such payment and performance bonds and other documents as are required as conditions precedent by the Request for Proposals and Instructions to Bidders and other Contract Documents, then this obligation shall be void; otherwise, the Principal and Surety shall pay to the Owner the difference in money between the amount of the bid of the Principal and the amount for which the Owner legally contracts with another party to perform the Work if the latter amount is in excess of the former, but in no event will liability hereunder exceed the penal sum hereof.

No extensions of the time for receipt of the Principal’s bid or award of the Contract shall in any way reduce, limit or otherwise affect the obligations of the Principal and Surety under this Bid Bond. The Surety waives notice of any such extensions of time.

**Principal:**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Print Name:  
Print Title:

**Surety:**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Print Name:  
Print Title:

**No other provisions of the original RFP are affected by this addendum. All other terms and conditions from the original RFP shall remain in effect. The Port continues to encourage all interested and qualified contractors to submit proposals.**