

## ADDENDUM 6

(please sign and return with the submittal)

### **CHANGE**

1. Remove all documents within the “T4” folder of the Additional and Updated Confidential Drawings referenced in Addendum 5. The folder named “PHX Terminal 3 – RCPs” is now “T3 Reflexive Ceiling Plans” and the folder named “PHX Terminal 4 – RCPs” is now “T4 Reflexive Ceiling Plans”. An updated version of Additional and Updated Confidential Drawings will automatically be sent to those who’ve submitted a signed SSI form.

### **CLARIFICATION**

1. For purposes of clarification and emphasis, please see Section 2 Instructions, Subsection 2.17 Award of Contract, Item C on page 13 of the Solicitation regarding a resulting Contract document.

### **DELETE AND REPLACE**

1. Section 2. Instructions, Paragraph 2.24 on page 15 of the Solicitation is amended by deleting the first paragraph and replacing with the following:

#### 2.24 Performance Guarantee

**Design & Installation Performance Guarantee:** Not later than the Effective Date of this Contract, Contractor shall deliver to the City a performance guarantee in the amount of **15% of the proposed design and installation pricing** (Total Price excluding Maintenance & Support pricing) in accordance with Attachment A – Fee Schedule – REVISION 1. Contractor must maintain the Design & Installation Performance Guarantee until Final Acceptance is complete.

**Maintenance & Support Performance Guarantee:** Upon completion of Final Acceptance and commencement of the Warranty phase, Contractor shall deliver to the City a performance guarantee equal to the amount of the proposed **initial two (2) years of Maintenance & Support pricing** in accordance with Attachment A – Fee Schedule – REVISION 1. Contractor must maintain the Maintenance & Support Performance Guarantee throughout the entire Warranty and Maintenance & Support phases.

Performance guarantees secure payments of all fees and any other amounts owed by Contractor to the City under this Contract and secures the performance of all of the Contractor’s obligations under this Contract. City will not pay interest to Contractor on the performance guarantees. The options to secure a performance guarantee are below.

2. Section 6. Special Terms and Conditions, Paragraph 6.8 Milestone Payment Schedule on page 78 of the Solicitation is amended by deleting the table and replacing it with the following:

	<u>Milestone 1</u>	<u>Milestone 2</u>	<u>Milestone 3</u>	<u>Milestone 4</u>	<u>Milestone 5</u>
	Startup & Mobilization	Analysis & Design	Implementation	Training, Testing, & Acceptance	Close Out
Deliverables	Project Management Plan  Project Schedule	Design Documents & Drawings	Product Data Submittals  Shop Drawing Submittals  Results of Equalization & Balance	Completion of All Training (w/ signed attendance records)  Transmittal of All Operations & Maintenance Manuals  Acceptance test plans with test results signed by the City	As-Built Documents  Transmittal of All Spare Parts  Maintenance Plan
Payment (excludes maintenance & support fees)	5%	30%	30%	25%	10%

3. Paragraph 1.4 Timeline, Schedule of Events, is amended by deleting the Offer Due Date and Offer Opening lines and replacing with the following:

<b>Offer Due Date</b>	April 17, 2024 at 11:00 AM
<b>Offer Opening</b>	April 17, 2024 at 11:15 AM  Meeting Link: <a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m8aafba1d87b7d3b556ea8f08fc42d334">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m8aafba1d87b7d3b556ea8f08fc42d334</a>  Via phone: +1-415-655-0001 US Toll Access Code: 2633 378 6191

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the Offer submittal.

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_