

AMENDMENT NO. 2
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN
PROFESSIONAL (CONSTRUCTION MANAGER AT RISK)
(202169-Downtown Campus Reinvestment Project (DCRP), Contract No. C22-0658)

This Amendment No. 2 (“Amendment”) to the City of Glendale Standard Form of Agreement Between Owner and Design Professional (Construction Manager at Risk) (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Holly Street Studio, LLC, an Arizona Limited Liability Company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Holly Street Studio, LLC (“Contractor”) previously entered into a Standard Form of Agreement Between Owner and Design Professional (Construction Manager at Risk), Contract No. C22-0658, dated June 28, 2022 (“Agreement”); and
- B. On April 23, 2024, the City and Contractor entered into Amendment No. 1, expanding the scope of work; and
- C. City is seeking to expand the scope of services and increase the compensation to be paid under this agreement by and additional \$750,760; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged and shall expire on March 4, 2027.
- 3. **Scope of Work.** Additional design and construction administration services to accommodate the following:
 - a. Design and construction administration services for the interior renovation of the City’s Promenade Building for the relocation of Velma Teague Library.
 - b. Architectural/Landscape Architecture/Civil Engineering design and construction administration services for the removal of Velma Teague Library and infill design of Murphy Park.
 - c. Additional structural design coordination services associated with the renovation of the Downtown Campus Reinvestment Project.
- 4. **Compensation.** Design Services (includes construction administration) \$690,760, plus Owner Contingency \$60,000 for a total increase of \$750,760.

5. **Insurance Certificate.** Current certificate will expire on December 16, 2024 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Holly Street Studio, LLC
an Arizona Limited Liability Company


By: Diane R. Jacobs, FIA

Its: Principal