

AMENDMENT NO. 2
FY19 Water Line Replacement Package 2
(COG Project 171837.2, Contract No. C22-1109)

This Amendment No. 2 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2025, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Central Creative, LLC, an Arizona limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Central Creative, LLC (“Contractor”) previously entered into a Professional Services Agreement, Contract No. C22-1109, dated October 13, 2022 (“Agreement”); and
- B. The FY19 Water Line Replacement Package 2 contract drawings were separated into smaller construction projects. The work was spread out over several Fiscal Years. The ongoing construction project is on Maryland Ave between 59th Ave and Grand Ave; and
- C. On October 13, 2024 City and Contractor entered into Amendment 1, extending the term of the agreement from October 13, 2024 through October 12, 2025 and also increasing the compensation by \$10,223.76 for a new not to exceed amount of \$46,908.76; and
- D. Additional waterline replacement projects are planned to be constructed over Fiscal Years FY25 and FY26. The FY25 ongoing construction is along Palmyra Ave, between 59th to 55th Avenues. The remainder of the project, along 61st Avenue between Gardenia and State Avenues is further planned for FY26 construction; and
- E. The use of the term "Contractor" under this Amendment is used interchangeable with the term "Consultant" defined under the Agreement; and
- F. 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 October 12, 2025.
- 3. **Scope of Work.** Exhibit A: Proposal to provide continued Public Outreach and Notification Services.

4. **Compensation.** Including allowances, Public Outreach Services will result in an increase in compensation of \$29,550 for a total compensation of \$76,458.76.
5. **Insurance Certificate.** Current certificate will expire on October 1, 2025 and a new certificate applying to the extended term must be provided prior to this date to Finance Director 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

Central Creative, LLC
an Arizona limited liability company

By: Kristin Darr
Its: Principal and Owner

EXHIBIT A
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$29,550.

DETAILED PROJECT COMPENSATION

Task 1 – Project Management and Team Coordination:

Public Outreach Manager – 64 hours x \$125 per hour	\$8,000
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Task 2 – Construction Communications:

Public Outreach Manager – 80 hours x \$125 per hour	\$10,000
Graphic Designer – 20 hours x \$90 per hour	\$1,800
Spanish Translation	\$750
Printing and Postage Allowance	\$5,000

(To include project introductory construction notice, site-specific water shut-off and traffic restriction notices, generic door hangers, and other notifications as necessary.)

Task 3 – Project Hotline and Community Correspondence

Public Outreach Manager – 32 hours x \$125 per hour	\$4,000
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Estimated Total Cost (Time and Materials – Not to Exceed)	\$29,550
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