

AMENDMENT NO. 1  
RISK ASSESSMENT SERVICES  
(City of Glendale, Contract No. C22-0896)

This Amendment No. 1 (“Amendment”) to the Risk Assessment Services (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Safety & Risk Management Group, LLC, an Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Safety & Risk Management Group, LLC (SRM) (“Contractor”) previously entered into Risk Assessment Services, Contract No. C22-0896, dated September 13, 2022 (“Agreement”); and
- B. 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 September 12, 2024.
3. **Scope of Work.** The scope of work is modified to include additional professional services to perform process safety management and risk management program compliance audits of the chlorine disinfection system at the Cholla and Pyramid Peak Water Treatment Plants per Attachment "A".
4. **Compensation.** The contract compensation not-to-exceed amount is increased from \$60,000 to \$75,000.
5. **Insurance Certificate.** Current certificate will expire on May 21, 2023 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. **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.
9. **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

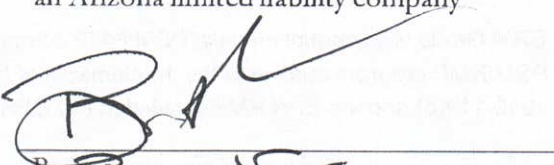
ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Safety & Risk Management Group, LLC  
an Arizona limited liability company

  
\_\_\_\_\_  
By: Bernard Sauer  
Its: Authorized Representative

Managing Director

## ATTACHMENT A



April 5, 2023

Marc Miles  
Water Services Superintendent  
City of Glendale  
7070 West Northern Ave.  
Glendale, AZ 85303

*via email: mmiles@glendaleaz.com*

**Subject: Project Authorization for PSM/RMP Compliance Audits**

Dear Marc:

At your request, Safety & Risk Management Group, LLC (SRM Group) is providing this project authorization to conduct process safety management (PSM) and risk management program (RMP) compliance audits of the covered process (chlorine disinfection system) for the City of Glendale, Arizona (City) at the Cholla Water Treatment Plant (CWTP) and Pyramid Peak Water Treatment Plant (PPWTP).

**Scope of Work**

***Triennial PSM/RMP Compliance Audit***

SRM Group will conduct triennial PSM/RMP compliance audits at the CWTP and PPWTP to evaluate the PSM/RMP program relative to the 14 elements of the OSHA PSM standard pursuant to 29 CFR 1910.119(o) and the EPA RMP regulation (40 CFR 68.70). The audit will consist of the following activities:

- A kick-off meeting with key facility personnel. This meeting will review the objectives of the audit, the audit process, and confirm a rough audit schedule and staff availability.
- A field review of the applicable process for observations.
- A review of required documents and recordkeeping. This will include a qualitative review of process hazard analyses (PHA), management of change (MOC) documents, pre-startup safety reviews (PSSR), and mechanical integrity testing and inspection records for the applicable process rather than an in-depth audit and review of recordkeeping and documentation compliance. This will include visual verifications and a qualitative review of process safety information (PSI).
- Interviews with individuals involved with development of PSM-required elements where employee participation is required (engineering, maintenance & operations).
- A closing meeting with key personnel. At this time, the auditor will discuss observations, findings and recommended corrective actions.

SRM Group will provide draft summary tables of the observations, findings, and recommended corrective actions at the closing meeting.

*This proposal and its contents shall not be duplicated, used or disclosed - in whole or in part - for any purpose other than to evaluate the proposal.*



Mr. Marc Miles  
City of Glendale  
April 5, 2023

Upon receipt of comments on the draft report from the City, SRM Group will provide a final report consisting of a cover letter, table summarizing audit observations and compliance-related findings related to the implementation of the required program elements for the covered process, and associated recommendations. A separate, editable recommendations table will also be provided to facilitate tracking adoption, status, and completion of the adopted recommendations.

### **Project Team**

Mr. Frist has over thirty years of experience in environmental, health and safety (EHS) program management, specializing in risk management and process safety; five years in a manufacturing environment and over twenty-two years in consulting. Mr. Frist has implemented and evaluated EHS, risk management, and process safety management (PSM) programs for research and development, pilot, and full-scale production manufacturing operations in process intensive industries, worldwide. His PSM experience includes compliance auditing and leading process hazard analyses (PHAs) for clients in diverse market sectors.

Mr. Frist's municipal PSM/RMP experience includes leading triennial PSM/RMP compliance audits, PHA revalidations, and preparing RMP submissions for the City of Phoenix owned and operated municipal water and wastewater treatment plants under a Risk Management Plan services contract. Further, Mr. Frist is currently supporting the City of Glendale in the refinement of its' PSM and RMP Program elements.

### *Limitations*

SRM Group will conduct this audit in a reasonable and prudent manner in accordance with the customary standards of care and diligence practiced by firms that conduct services of a similar nature. As with any audit, this project will capture a moment in time, documenting the facility's operations during a limited period of time during the site visit. All possible operating scenarios may not be observed during the limited timeframe the Audit Team is on site. The audit will be based on information provided by the following:

- Facility information provided by the City.
- Other documents provided by the City.
- Records contained in files at the water treatment plants.
- Direct observation of the operations, equipment, and procedures at the water treatment plants.
- Direct verbal communication with City employees.

Information obtained from these sources will be assumed to be correct and complete. SRM Group cannot assume any responsibility for findings or lack of findings based on misrepresentation of information presented to the SRM Group audit team or for items/issues that are not visible, accessible, or present at the site at the time of the audit.

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Mr. Marc Miles  
City of Glendale  
April 5, 2023

## Assumptions

SRM Group's scope of work and pricing are predicated on several assumptions. Some are described in, or reasonably inferred from, the scope of work and some are explicitly stated below. Deviations from these assumptions may result in changes in the scope of work, schedule, or cost. Important assumptions include:

- The City will ensure that individuals representing Plant operations and maintenance (O&M) with chlorine process knowledge are available to participate in the audit.
- The compliance audit will be conducted on two consecutive and mutually agreeable dates; please note that this triennial audit will need to be completed by the three-year anniversary of the prior PSM/RMP compliance audit.
- To maintain focus of the audit team and ensure that the audit may be completed within two days, it is suggested that lunch be provided for the audit team during the audits.

## Fee, Terms & Conditions

This support will be provided in accordance with the attached Terms and Conditions and Net 15-day payment terms for the following fixed fees:

- CWTP PSM/RMP Compliance Audit \$7,500.
- PPWTP PSM/RMP Compliance Audit \$7,500.

Thank you for the opportunity to provide these services to the City of Glendale. This proposal is valid for ninety (90) days. To authorize the audits, please return a purchase order by email to [bfriest@safetyriskmgmt.com](mailto:bfriest@safetyriskmgmt.com).

Sincerely,

Safety & Risk Management Group, LLC

A handwritten signature in black ink, appearing to read 'Bernie Frist', written over a faint, illegible stamp or background.

Bernie Frist  
Managing Principal

Attachments:  
Terms and Conditions

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