

PROFESSIONAL SERVICES AGREEMENT
CRIME SCENE AND BIOHAZARD WASTE CLEANUP SERVICES
 City of Glendale Solicitation No. RFP 21-24

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Crime Clean Decontamination LLC, an Arizona limited liability company, ("Consultant") as of the _____ day of _____, 2021 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$45,000 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

- (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
- (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Crime Clean Decontamination LLC
 C/O Sharon Godwin
 17231 N. 26th St
 Phoenix, AZ 85032
srgodwin1962@yahoo.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
 c/o Ileana Seward
 5850 W. Glendale Avenue, Suite 317
 Glendale, Arizona 85301

With required copy to:

City Manager
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

City Attorney
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's

Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Schedule
- Exhibit D Compensation

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

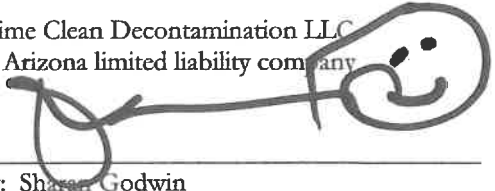
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Crime Clean Decontamination LLC
an Arizona limited liability company



By: Sharan Godwin
Its: Owner

EXHIBIT A
Professional Services Agreement

PROJECT

Contractor to provide crime scene and biohazard waste cleanup services on an as-needed basis.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Contractor to provide services as described in RFP 21-24 attached as the secondary contractor. In the event that the primary contractor is unable to perform the services requested by the City, the secondary contractor will be contacted.



City of Glendale
Solicitation Number: RFP 21-24 / 42100044
CRIME SCENE AND BIOHAZARD WASTE CLEANUP SERVICES

CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

1. INTRODUCTION

The City of Glendale is soliciting Request for Proposals from qualified vendor(s) to provide crime scene and biohazard waste cleanup services on an as-needed basis. Qualified vendor(s) shall be available 24 hours a day, seven (7) days a week and 365 days a year including all holidays.

2. OBJECTIVES

The City values the crime scene cleanup services as its intent is to reduce emotional trauma that surviving loved one would experience should they have to view and/or clean up after a traumatic death or crime scene. In addition, the City may require additional cleanup services for biohazardous waste.

3. SCOPE OF WORK

- 3.1** The City may require the Contractor to provide cleaning services at private residences, apartments, public housing units, and in areas such as, but not limited to, police vehicles, city-owned vehicles, transit vehicles and streets.
- 3.2** Typical crime scene services involve cleaning blood and body matter from flooring, walls, and other surfaces.
- 3.3** Furnishings or material that cannot be cleaned shall be completely removed from the area and properly disposed of.
- 3.4** The scope of services **does not** include restorative work such as repainting, relaying carpet, etc.
- 3.5** The Contractor's cleanup services shall be available twenty-four (24) hours a day, three hundred sixty-five (365) days a year, including holidays.
- 3.6** Contracts may be awarded to multiple vendors to ensure cleanup services will be available twenty-four (24) hours per day.

4 MANDATORY REQUIREMENTS

- 4.1** Contractor shall have a minimum five (5) years of experience conducting crime scene cleanup services.
- 4.2** The Contractor shall provide to the City a means of contact with twenty-four (24) hours availability.
- 4.3** The Contractor shall work in a responsible and trustworthy manner with minimum supervision.



City of Glendale
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- 4.4** The Contractor shall wear a company identification badge while providing on-site services.
- 4.5** The Contractor shall maintain confidentiality at all times; violating confidentiality may result in contract termination.
- 4.6** The Contractor shall be properly licensed and certified by all applicable jurisdictions, including the State of Arizona, in order to provide required services and lawful biohazardous wastes disposal.
- 4.7** The Contractor shall obtain, and be in possession of, **all** required permits prior to provided cleanup and biohazardous waste disposal services.
- 4.8** The Contractor shall be responsible for the safe and legal disposal of all items removed, including any hazardous materials, in accordance with all Federal, State and local regulations.
- 4.9** The Contractor shall comply with all Federal Occupational Safety and Health Administration (OSHA) regulations, including 1910.1030 and all other Federal, State, City or County applicable safety and health rules and regulations.
- 4.10** The Contractor shall comply with the training and record keeping regulations of OSHA regarding Blood Borne Pathogens, Hazard Communications and Personal Protective Equipment as well as HazWoper class training.
- 4.11** The Contractor shall comply with all state and Maricopa County waste transport permits as applicable, such as for Medical Waste or Non-Hazardous Solid Waste.
- 4.12** The Contractor shall provide adequate equipment and supplies needed to complete the scope of work in an effective and safe manner including adequate protection from all communicable diseases in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.
- a. The following list is an overview of the types of equipment/supplies that may be required for crime scene cleanup; it is in no way a complete comprehensive list, but is provided for representative purposes:
- **Personal protective gear** – a non-porous, one-time-use suit, gloves, filtered respirators and chemical-spill boots
 - **Biohazard waste containers** – heavy duty bags and sealed, hard-plastic containers
 - **Black lights / Microscopes**



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- **Traditional cleaning supplies** – Mops, buckets, spray bottles, sponges, brushes, etc.
- **Hard-core cleaning supplies** – can include:
 - o Hospital-grade disinfectants (bleach, hydrogen peroxide)
 - o Industrial-strength deodorizers
 - o Enzyme solvent (to kill bacteria and viruses and liquefy dried blood)
 - o No-touch cleaning system (to clean blood-coated surfaces from a safe distance – includes heavy-duty sprayer, long scrubbing brush)
- **Carpentry** – sledgehammers, saws, etc.
- **Ladders**
- **Camera/Video Cam** (to take before-and-after shots for insurance purposes)
- **Van or truck** for transporting all of these aforementioned items; and disposal of waste

4.13 Crime Scene Cleanup Services

- a. The Contractor shall respond to the initial call for services within fifteen (15) minutes by verbal confirmation, with the estimated time of arrival at the required service location.
- b. The Contractor shall respond to the scene within two (2) hours of the initial notification. If the Contractor contacted is unable to respond to the scene within two hours of the initial call for services, the City may contact another Contractor to provide the required services.
- c. The Contractor shall maintain a low profile and act in a sensitive manner at the scene.
- d. The Contractor shall have minimal contact with members of the decedent's family.
- e. The Contractor shall not discuss the scene with members of the media or anyone outside the Police investigation team; violation may result in contract termination.
- f. The City of Glendale's on-site representative shall determine the extent of the crime scene cleanup services required by the Contractor.
- g. The Contractor shall effectively, and efficiently clean carpet and other surfaces soiled by blood and/or other body matter.
- h. The Contractor shall deodorize the scene as needed.




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- i. The Contractor shall completely remove any bedding, mattresses, box springs, furniture or similar items that are soiled and cannot be satisfactorily cleaned.
- j. The Contractor may have to cut and remove small sections of carpeting that cannot be satisfactorily cleaned and dispose of said carpeting in the proper manner in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.
- k. The Contractor shall have on file, with the City of Glendale Police Department, a record of all employees working on site showing the training received, class instructor, subject matter, and date the class was taken and/or expires.
- l. The Contractor's employees shall receive all training prior to providing crime scene cleanup services.
- m. The Contractor shall get written authorization from the City of Glendale Police Department prior to using any new employees for crime scene cleanup services.

4.14 Biohazardous Waste Cleanup Services

- a. The Contractor shall respond to the initial request for services from the City for biohazardous waste cleanup services within fifteen (15) minutes by verbal confirmation, with the estimated time of arrival at the required service location. Biohazardous waste cleanup services shall be completed on the same day as the request is submitted and shall arrive no later than 11:59 p.m. on the day of the request.
- b. Biohazardous waste (such as human excreta and sharps) may be discovered on City-owned property, such as City-owned property, vehicles, public housing, right-of-way, parking lots and landscaped areas.
- c. The Contractor shall be responsible for packaging, transporting and proper disposal of all infections and/or biohazardous waste in a proper manner in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations.
- d. The Contractor shall be responsible for disinfecting and deodorizing the area to the satisfaction of the City of Glendale.

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- i. Transit busses may require cleaning and disinfecting of, but are not limited to, seats/upholstery, floors, side walls of buses, handles/railings, wheelchair lifts, etc.

5 PRICING

- 5.1** The City makes no commitment of any specific quantities during the term of the agreement; actual quantities may vary.
- 5.2** The Contractor shall receive approval from supervisor on scene for any additional charges prior to completing the additional work.
- 5.3** The Contractor will only be paid for actual time spent at the crime scene. The cost should be priced in 30-minute increments and shall include but is not limited to the following:
 - a. Cleaning bodily fluids and tissue such as bone or organ fragments from all surfaces.
 - b. Removal of walls and floors soaked with fluids.
 - c. Removal of contaminated materials including furniture scrub, soap, disinfect and deodorize every inch of the area, making sure that corners, under the carpets, behind toilet tanks, under sinks and anywhere else that contaminants could have feasibly lodged are cleaned.
 - d. Use of equipment required to perform the cleanup.
 - e. Disposal of large items such as mattresses, sofas and other soft furniture items that are not cleanable (if the case is a homicide then approval must be received before any property is disposed of).
 - f. Odor removal and air filtration (if needed).
- 5.4** The rate per 30-minute increment must include all costs associated with an entire biohazard cleanup job. This includes, but is not limited to:
 - a. All costs for responding to the scene shall include the time and transportation needed in getting personnel and equipment to the scene. The location of the scene may be anywhere near or within the city limits of Glendale.
 - b. All costs to make the scene presentable shall include personnel, normal cleaning supplies, and normal cleaning equipment i.e. soil extraction, steam cleaners, deodorizing supplies, and foggers.



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- c. All costs for removal and proper disposal of items of the scene includes costs for transportation, personnel, equipment, containment of “hazardous materials” and dump fees for disposal of “hazardous and non-hazardous” materials. The City estimates approximately 10% of the call may require the removal of a mattress or other large item.
- d. All miscellaneous costs not specified above may include, but not limited to, insurance, licenses, permits, certifications, employee training, educational classes, maintenance/cleaning of equipment, equipment rental, overhead, profit, etc.
- e. The Contractor shall include in their 30-minute rate the cost to dispose of one thirty (30) gallon red bag of hazardous material. Fees to dispose of additional red bags shall be identified on the Price Sheet.

6 INVOICING

- 6.1** The Contractor shall bill the City on a monthly basis for work performed in that billing cycle. Invoices shall be submitted within thirty (30) days of service.
- 6.2** The Contractor shall submit individual invoices for the City Transit Division and Glendale Community Housing, and the Glendale Environmental Resources Division to the following contacts:

City of Glendale Transit Division
Attn: Michelle Susuras
6210 W Myrtle Avenue, Building S
Glendale, AZ 85301
Msusuras@glendaleaz.com

Glendale Community Housing
Attn: Frank Ortega
6842 N 61st Avenue
Glendale, AZ 85301
Fortega@glendaleaz.com

City of Glendale Environmental Resources Division
Attn: Megan Sheldon
7070 W Northern Avenue
Glendale, AZ 85303
Msheldon@glendaleaz.com



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- 6.3** The Contractor shall bill the City Police Department at the following address **AND** electronically at the following email address:

Glendale Police Department
Attn: Denise Krause
6835 N 57th Drive
Glendale, AZ 85301
dkrause@glendaleaz.com



City of Glendale
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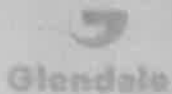
CITY OF GLENDALE
Procurement Department
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Offeror's to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME:

OFFEROR ADDRESS: 17231 North 26th Street, Phoenix, AZ 85032



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OFFER SHEET (Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

[Signature]

7.2.21

Authorized Signature

Date

Sharan R Godwin

Crime Clean Decontamination, LLC

Printed Name (Authorized Signatory)

Legal Company Name

owner/single member
technician

Offeror Certifies it is a (check only one):
 Proprietorship Partnership Corporation

sgodwin1962@yahoo.com

17231 N. 26th St

Email Address

Mailing Address

602.692.3492

Phx AZ 85032

Phone Number

City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Sharan R. Godwin

602.692.3492

sgodwin1962@yahoo.com

Contact Name

Phone Number

Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 35-2298388

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 21094886 Tax Rate: 0 OR No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest

Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

Exhibit 1 - Special Notices

Exhibit 2 - RFP Standard Terms and Conditions

Exhibit 3 - Insurance Requirements

Exhibit 4 - Template Agreement



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REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. EXPERIENCE, PROVEN PERFORMANCE, & QUALIFICATIONS

- 1.1. Offeror shall provide background information on their company that includes a minimum of five (5) years of experience conducting crime scene cleanup services, and past performance on projects of similar scope and size.

Crime Clean Decontamination, LLC is a licensed, bonded, certified, permitted, insured biohazardous waste remediation company and has been in operation since 1994. Crime Clean Decontamination, LLC currently holds emergency response contracts with Tempe, MCSO, Glendale and is a primary emergency responder for the the City of Mesa Police Department for Homicides/Violent crimes/traffice accidents. Crime Clean Decontamination, LLC previously was the primary vendor for the City of Goodyear and services several privately owned businesses (apartment communities, shopping centers and property management companies) and works within the insurance industry. Crime Clean Decontamination, LLC responds to traffic fatalities, shootings, violent crimes, decomposing body scenes, suicides, jail cells, vehicle remediation We respond on an as needed basis with most calls addressed with in one hour and thirty minutes.

- 1.2. Offeror shall describe their past performance and knowledge of performing biohazardous waste cleanup services.

Sharan Godwin has 28 years of experience remediating crime scenes. Sharan is a HAZWopER (29.1910.120e) certified supervisor and undergoes yearly HAZWopER continuing education (29CFR1910.120 e (8)). Sharan also keeps current with the Bloodborne Pathogen Standard 29.CFR1910.1030, the HAZCOM Standard 29.1910.1200, Confined entry standard 29.CFR1910.146. Crime Clean Decontamination, LLC employees are long term employees (five to 28 years with annual training and work experience in most areas of biohazardous waste remediation and emergency response. We have responded to traffice fatalities, homicides, suicides, violent crimes, needle dens, fecal remediations, and most other types of emergency response calls having to do with biohazardous remediation in police emergency situations.



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- 1.3. Offeror shall highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP and explain why your firm is most qualified.

Crime Clean Decontamination, LLC is currently a primary emergency responder for several municipalities and enjoys the responsibility of being an emergency responder. We exceed on almost all emergency calls and respond immediately. We have 28 years of response to emergencies and have responded to over 20,000 calls for service.

- 1.4. Offeror shall provide names and years of experience of key personnel, level of knowledge and names of any subcontractors that will be used and years of experience.

No subcontractors used.

Sharan Godwin-28 years experience
ROC License (commercial) 236011
(residential) 274258
HAZWOPER Supervisor (29.1910.120e)
HAZWOPER 40hr (29CFR1910.120 e (8)).
Bloodborne Pathogens 29 CFR 1910.1030
EPA Lead Certified Firm
AHERA trained firm (asbestos) 29 CFR 1926.1101(k)(9)(vi)

Toby Anderson 15 years experience
HAZWOPER 40hr (29CFR1910.120 e (8)).
Bloodborne Pathogens 29 CFR 1910.1030
EPA Lead Certified Firm
AHERA trained (asbestos) 29 CFR 1926.1101(k)(9)(vi)

Christopher Godwin 28 years
HAZWOPER 40hr (29CFR1910.120 e (8)).
Bloodborne Pathogens 29 CFR 1910.1030
EPA Lead Certified Firm
AHERA trained (asbestos) 29 CFR 1926.1101(k)(9)(vi)

Madison Stuart 9 years experience
HAZWOPER 40hr (29CFR1910.120 e (8)).
Bloodborne Pathogens 29 CFR 1910.1030



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EPA Lead Certified Firm
AHERA trained (asbestos) 29 CFR 1926.1101(k)(9)(vi)
Linda Seaver 3 years experince
HAZWOPER 40hr (29CFR1910.120 e (8).
Bloodborne Pathogens 29 CFR 1910.1030
EPA Lead Certified Firm
AHERA trained (asbestos) 29 CFR 1926.1101(k)(9)(vi)

1.5. Offeror shall describe all the training each personnel has taken and must provide proof for all training listed. This should include title of the training, location, instructor's name and date of training. All copies should be submitted as a separate attachment titled "Training".

Since Covid ALL training is online. No instructor name unless noted. Crime Clean Decontamination, LLC utilizes Coastal Safety Video series for training

Sharan Godwin-28 years experience
ROC License (commercial) 236011
(residential) 274258
HAZWOPER Supervisor (29.1910.120e)
HAZWOPER 40hr (29CFR1910.120 e (8).
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Linda Seaver 3 years experince
HAZWOPER 40hr (29CFR1910.120 e (8).
Bloodborne Pathogens 29 CFR 1910.1030
EPA Lead Certified Firm
AHERA trained (asbestos) 29 CFR 1926.1101(k)(9)(vi)

1.6. Offeror shall provide a list of all contractor licenses and permits that they have by title, number, expiration date, and name of license of permit holder. Offeror must submit all copies of licenses and permits as a separate attachment titled "Licenses and Permits".

AZ Registrar of Contractors B-3 274258 August 2021 Sharan R. Godwin

AZ Registrar of Contractors CR-61 236011 July 2021 Sharan R. Godwn

ADEQ Transportation Management Plan TR 070011-03 June 02, 2021
Sharan R. Godwin/Crime Clean Decontaminaton, LLC

Maricopa County Medical Waste Hauler Permit MV-11-0002 September 2021
Sharan R. Godwin Crime Clean Decontamination, LLC

AHERA Refresher April 2021 Sharan R. Godwin Toby Anderson, Linda Seaver
Madison Stuart

HAZWOPER May 2021 Sharan R. Godwin, Toby Anderson, Linda Seaver,
Madison Stuart, Chris Godwin

EPA Lead Based Paint/Toxic Substances Control Act NAT-123475-12023
Crime Clean Decontamination, LLC/Sharan R. Godwin

Maricopa Permit to operate Medical Waste Hauler MV-11-0002 September 2021

2. METHOD OF APPROACH

2.1. Offeror shall describe method and approach for how services will be performed by its employees for both crime scene and biohazardous waste cleanups and the process involved for correcting work not performed satisfactorily.

Crime Clean Decontamination. LLC can be reached at our emergency response phone number 24 hours a day. Toby or Sharan will answer the call and dispatch a technician. After the City of Glendale representative calls us and we will be on site in one hour and 30 minutes. When we arrive we will make contact with the Sergeant, lead detective, or officer on site for instructions as to where the scene



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is; We will then start our remediation process. If something odd comes up (found bullet casings, knives, etc.) we will let supervising representative know we found something and ask that representative to call lead detective or sergeant for instructions on whether they need this item for their investigation or to throw it in waste bag. We will then continue the decontamination process, placing red bags in hard tub biohazard containers and using chemicals to neutralize and clean area where contamination is. After completion, we will leave scene. If decontamination process is not done to satisfaction, a supervisor will respond immediately to correct oversight.

- 2.2. Offeror shall describe method in which the Offeror can be contacted during normal business hours and after hours. Include the phone numbers for both business hours and after-hours contacts.

Crime Clean Decontamination, LLC can be reached by emergency response phone number 24 hours a day. This includes after-hours, holidays and weekends.
602.692.3492

- 2.3. Offeror shall describe their process for ensuring that response times are met for both crime scene clean up services and biohazard waste cleanup services.

Toby my foreman or Sharan will be directing ALL calls for response. As the primary vendor for the City of Glendale right now, we have NEVER missed a timeline on an emergency response call. My references with Mesa PD, Maricopa County Sheriff's Office and Glendale supervisors will confirm that. We don't miss calls and we are NEVER late on a call.

- 2.4. Offeror shall provide a list the vehicle/equipment inventory that is available for this contract.

2002 Ford Powerstroke truck
2007 GMC Duramax truck
2014 Ford Powerstroke truck
Heavy equipment enclosed trailer
Truck mount pressure washer
Truck mount diesel heater for pressure washer
Black light
Outdoor light for traffic and outdoor scenes
Air filtration equipment

- 2.5. Offeror shall provide a list of all equipment and supplies that will be provided to their employees for use at crime scene cleanups for this contract.

All employees will be provided with proper PPE



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Face masks
Tyvek suits
gloves
chemical spill boots
chemical sprayers
All appropriate hand tools (tongs, pliers, sawzalls, drywall knives,
screwdrivers, drywall saws, wall scrubbers, cloths, sponges, floor scrapers,
filtered respirators
heavy duty bags
biohazardous waste containers (hard, sealable 55 gallon plastic tubs)
mops
buckets
hospital grade disinfectants
industrial strength deodorizers
enzyme solvent
carpet extractor
long scrubbing brush equipment
sledgehammers
ladders
camera
work truck/trailer to transport equipment and waste

2.6. Offeror shall provide a list of all equipment and supplies that will be provided to their employees for use at biohazardous waste cleanups for this contract.

All employees will be provided with proper PPE

Face masks
Tyvek suits
gloves
chemical spill boots
chemical sprayers
All appropriate hand tools (tongs, pliers, sawzalls, drywall knives,
screwdrivers, drywall saws, wall scrubbers, cloths, sponges, floor scrapers,
filtered respirators
heavy duty bags
biohazardous waste containers (hard, sealable 55 gallon plastic tubs)
mops
buckets
hospital grade disinfectants
industrial strength deodorizers
enzyme solvent
carpet extractor
long scrubbing brush equipment



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- sledgehammers
- ladders
- camera
- work truck/trailer to transport equipment and waste

2.7. Offeror shall describe their processes to ensure confidentiality is maintained at all times.

All of my employees have worked with me for several years. They are aware of the confidentiality issue and aware that talking about scenes could jeopardize a criminal proceeding. I constantly remind them that under no circumstances are our projects to be discussed with anyone, anywhere.

2.8. Offeror shall describe their communication plan when dealing with the city employees under this contract.

When contacted by the City of Glendale, I answer the phone immediately. If needed, I return calls as soon as possible for non-emergency issues.

VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

No exceptions noted

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

Attached

CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

No conflict of interest.

ARIZONA DEPARTMENT OF REVENUE
ATTN: License and Registration
PO BOX 29082
PHOENIX AZ 85038-9082

PERMIT TO OPERATE

This permit is not transferable and must be placed in a conspicuous place.
A copy of the most recent inspection report for this establishment is available upon request.

Special Conditions:

Permit Owner:
Crime Clean Decontamination, L.L.C.
Sharon Godwin
17231 North 26th Street
Phoenix AZ 85032



Permit Type: Medical Waste Hauler
Class:
Permit Number: MV-11-0002
Expiration Date: 09/30/2021
Notes:
Vehicle #1

Premises:
Crime Clean Decontamination, L.L.C.
17231 N 26th St
Phoenix, AZ 85032

Please contact the Department prior to making any changes to the operation including ownership.
esd.maricopa.gov

NON-TRANSFERABLE AND NON-REFUNDABLE

IMPORTANT NOTICE
YOU MUST:

ASSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-112(B)]
CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-112(B)(1)]
TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-112(B)(2)]

CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE SHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW ENTITY. [SEE A.R.S. § 32-112(B)(F) § RULE R-4-9-110]

Crime Clean Decontamination LLC
Absolute Environmental Services
17231 N 26th St
Phoenix, AZ 85032-2430

IMPORTANT NOTICE
YOU MUST:

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CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-112(B)(1)]
TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-112(B)(2)]

CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE SHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW ENTITY. [SEE A.R.S. § 32-112(B)(F) § RULE R-4-9-110]

Crime Clean Decontamination LLC
Absolute Environmental Services
17231 N 26th St
Phoenix, AZ 85032-2430

IMPORTANT NOTICE
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CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-112(B)(1)]
TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-112(B)(2)]

CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE SHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW ENTITY. [SEE A.R.S. § 32-112(B)(F) § RULE R-4-9-110]

Crime Clean Decontamination LLC
Absolute Environmental Services
17231 N 26th St
Phoenix, AZ 85032-2430

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH
STATE OF ARIZONA August 31, 2021
Registrar of Contractors CERTIFIES THAT



Crime Clean Decontamination LLC
Absolute Environmental Services
CONTRACTORS LICENSE NO. ROC 274258 CLASS B-3

General Residential
General Remodeling and Repair Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH
STATE OF ARIZONA August 31, 2021
Registrar of Contractors CERTIFIES THAT



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LICENSE EFFECTIVE THROUGH
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General Residential
General Remodeling and Repair Contractor

THIS CARD MUST BE
PRESENTED UPON DEMAND

JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE
YOU MUST:

REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(1)(B)]
REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Crime Clean Decontamination LLC
Absolute Environmental Services
17231 N 26th St
Phoenix, AZ 85032-2430

IMPORTANT NOTICE
YOU MUST:

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Crime Clean Decontamination LLC
Absolute Environmental Services
17231 N 26th St
Phoenix, AZ 85032-2430

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: July 31, 2021
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT



Crime Clean Decontamination LLC
Absolute Environmental Services
CONTRACTORS LICENSE NO. ROC 236011 CLASS CR-61

Specialty Dual
Carpentry, Remodeling and Repairs

THIS CARD MUST BE
PRESENTED UPON DEMAND

[Signature]
JEFF FLEETHAM, DIRECTOR

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[Signature]
JEFF FLEETHAM, DIRECTOR

Arizona Department of Environmental Quality

**BIOHAZARDOUS MEDICAL WASTE TRANSPORTER
LICENSE NO. TR070011.03**

In accordance with Arizona Administrative Code Title 18, Chapter 13, Article 14

License issued to:


Crime Clean Decontamination, LLC

This License for Arizona Biohazardous Medical Waste Transporter is issued to the above named company or entity, and is to be used for transport of biohazardous medical waste in accordance with AAC R18-13-1401 et. seq. This License is deemed effective on the issue Date below, and expires on the Expiration Date below.

This License is granted based upon the information provided in the Application for Arizona Biohazardous Medical Waste Transporter Registration. This License does not relieve the registrant from the requirement to obtain permits and related vehicle inspections from the counties or local governments within which biohazardous medical waste will be transported. This License is not transferable from one company or entity to another.

ISSUE DATE: June 02, 2017

EXPIRATION DATE: June 02, 2022


Robert Barnett, Solid/Hazardous Waste Section Manger,
Waste Programs Division

HAZARD COMMUNICATION PROGRAM 29 CFR 1910.1200

**Sharan R. Godwin
Crime Clean Decontamination, LLC
17231 North 26th Street
Phoenix, Arizona 85032
602.692.3492/Fax 602.992.1796
Arizona Register of Contractors B-3 274258
Arizona Register of Contractors CR-61 236011**

Revision22/Jan 2021

Crime Clean is an affirmative action in employment firm. Discrimination based on age, race, sex, creed, color, religion, sexual orientation, national origin, or otherwise unfair employment practices will not be tolerated. Crime Clean is a drug free work environment. Routine drug testing is mandatory. Criminal background investigations will be conducted on all potential employees, although a criminal record is not necessarily reason not to hire. Any refusal is subject to termination or non-hire.

PURPOSE

The purpose of this program is to ensure that potential hazards and hazard control measures for chemicals used by Crime Clean are understood to Crime Clean employees.

Crime Clean's written program is available for employee review at any time. A copy of this document, the Exposure Control Plan (ECP) and any other relevant material will be kept in a notebook in each vehicle.

CONTAINER LABELING

Crime Clean Decontamination, LLC is in compliance with the OSHA Directive requirement for Globalization standards for SDS formerly known as MSDS. **Crime Clean Decontamination, LLC also acknowledges that the new HCS does not require re-assessment of our HAZCOM as long as our HAZCOM remains relevant and current for our employees. (See step 6 of the OSHA Fact Sheet at www.osha.gov/dsg/hazcom).**

Sharan Godwin will verify that all containers received for use by Crime Clean will:

- Be clearly labeled as to the contents, matching identification on SDS
- Note the appropriate hazard warnings
- List the name and address of the manufacturer

No containers will be released for use until the above data is verified.

SAFETY DATA SHEETS (SDS)

Copies of SDS's for all hazardous chemicals to which employees may be exposed will be kept in all Crime Clean vehicles and in the office located at 17231 North 26th Street. Sharan Godwin will be responsible for ensuring that:

- SDS's for the new chemicals are available

- SDS's will be available for review to all employees during each work shift and at all times
- Copies will be available on request

EMPLOYEE TRAINING AND INFORMATION

Each employee will be provided the following information and training before working in areas where hazardous chemicals exist. In addition, if a new hazardous material is introduced into the workplace, affected employees will be given new information and training concerning that material.

A. MINIMUM INFORMATION PROVIDED

- (1) All operations and locations in the work area where hazardous chemicals are present
- (2) The location and availability of the written HAZCOM program, including list(s) of hazardous chemicals used and related SDS's
- (3) The method Crime Clean will use to inform employees of potential hazards of non-routine tasks (jobs that are not routine for an individual because of infrequency, location, or type)

B. MINIMUM TRAINING PROVIDED

- (1) Methods and observations used to detect the presence or release of a hazardous chemical in the work area (such as company monitoring programs, continuous monitoring devices, visual appearance, odor or to other characteristics of hazardous chemicals)
- (2) The physical and health hazards of chemicals in the assigned work area
- (3) The measures to take to protect against such hazards, including specific company procedures concerning work practices, emergencies and care and use of protective equipment
- (4) Details of the company hazard communication program, including explanation of the labeling system, the material safety data sheets and how to obtain and use the appropriate hazard information

Upon completion of the training, each employee will sign a form acknowledging receipt of the written hazcom program and related training.

HARDOUS NON-ROUTINE TASKS

When Crime Clean employees are required to do hazardous non-routine tasks, such as using power tools (drill, skill saw, etc.), Crime Clean will address how employees doing the work will be informed about the specific hazards to which they will be exposed, what personal protective equipment will be provided and who will be responsible to oversee the operation or operations.

INFORMING CONTRACTORS

Sharan Godwin will provide all applicable information to contractors and their employees with the following information:

- (1) Hazardous chemicals to which they may be exposed while on the job site
- (2) Measures the employees may take to lessen the possibility of exposure
- (3) Steps the company has taken to lessen the risks
- (4) Where the SDS's are for chemicals to which they may be exposed
- (5) Procedures to follow if they are exposed

CONTRACTOR INFORMING EMPLOYERS

Contractor entering this workplace with hazardous materials will supply this employer with SDS's covering those particular products the contractor may expose Crime Clean employees to while working at the site.

EXPOSURE CONTROL PLAN

29 CFR 1910.1030

**Sharan R. Godwin
Crime Clean Decontamination, LLC
17231 North 26th Street
Phoenix, Arizona 85032
602.692.3492/Fax 602.992.1796
Arizona Register of Contractors B-3 274258
Arizona Register of Contractors L-61 236011**

Revision 30/July 2020

Crime Clean is an affirmative action in employment firm. Discrimination based on age, race, sex, creed, color, religion, sexual orientation, national origin, or otherwise unfair employment practices will not be tolerated. Crime Clean is a drug free work environment. Routine/random drug testing is mandatory. Criminal background investigations will be conducted on all potential employees, although a criminal record is not necessarily reason not to hire. Any refusal is subject to termination or non-hire.

This Exposure Control Plan (ECP) is intended to serve as Crime Clean's guide to the OSHA Bloodborne Pathogens standard. A central component of Crime Clean's business philosophy is employee safety and health.

The intent of the ECP is to provide Crime Clean employees with an easy-to-use format for developing work habits that lead to good work practices. This is not a substitute for the OSHA act codified at 29 CFR 1910.1030. The OSHA act is kept in the business office located at 17802 North 35th Place and is available for employee review at all times. This is a guide for safe work practices and know-how in crime scene situations and infectious/medical waste decontamination.

Crime Clean is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

The ECP is a key document to assist Crime Clean in implementing and ensuring compliance with the standard, thereby protecting Crime Clean employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
 - Universal precautions
 - Engineering and work practice controls
 - Personal protective equipment (PPE)
 - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping

- Procedures for evaluating circumstances surrounding an exposure incident

The methods of implementation of these elements of the standard are discussed in the subsequent pages of this ECP.

PROGRAM ADMINISTRATION

- Sharan R. Godwin and Michelle Johnson are responsible for the implementation of the ECP. Sharan R. Godwin will maintain, review, and update the ECP at least annually, and whenever necessary to include new or modified tasks and procedures. Contact location/phone number:

Sharan R. Godwin
17231 North 26th Street
Phoenix, Arizona 85032
Phone/Fax 602.992.1796

- Those employees who are determined to have occupation exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.
- Sharan R. Godwin will be responsible for ensuring that all medical actions required are performed and that appropriated employee health and OSHA records are maintained. Contact location/phone number:

Sharan R. Godwin
17231 North 26th Street
Phoenix, Arizona 85032
Phone/Fax 602.992.1796

Sharan R. Godwin will be responsible for training, documentation of training, and making written ECP available to employees, OSHA, and NIOSH representatives. Contact location/phone number:

Sharan R. Godwin
17231 North 26th Street
Phoenix, Arizona 85032
Phone/Fax 602.992.1796

EMPLOYEE EXPOSURE DETERMINATION

The following is a list of all job classifications at Crime Clean in which all employees have occupational exposure to bloodborne pathogens:

JOB TITLE

DEPARTMENT/LOCATION

Decontamination Foreman/Supervisor
Decontamination Technician

Various crime scenes
Various crime scenes

METHODS OF IMPLEMENTATION AND CONTROL

Universal Precautions

All employees will utilize universal precautions at all times. Universal Precaution(s) is the knowledge that all fluids known, unknown or suspected to be biohazardous would be treated as such. This is specifically outlined in 29 CFR 1910.1030(c)(1)(v)(1) and stated as such "General. Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials."

Exposure Control Plan

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training and in on-going ad hoc training sessions. All employees have an opportunity to review this plan at any time during their work shifts or at any time by contacting Sharan R Godwin. If requested we will provide an employee with a copy of the ECP free of charge and within 15 days of the request.

Sharan R. Godwin is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Engineering Controls and Work Practices

Engineering controls and work practice controls will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls used are listed below:

- Inner gloves/outer gloves
- Chemical resistant steel toed work boots
- Chem tape

- Dupont tyvek suits
- Draeger face masks
- Sharps disposal containers
- Biohazardous red bags
- Biohazardous tubs
- Face goggles
- Face shields
- Clamps, tongs, or pliers
- All hand tools

While some of these items are also considered PPE, because of the unique circumstances at a crime scene, they are also considered engineering controls as such, a barrier method.

Sharps disposal containers are inspected and maintained or replaced by Sharan R. Godwin on an "as needed" basis.

Crime Clean acknowledges and identifies the need for changes in engineering controls and work practices through OSHA interaction, NIOSH interaction, on-line NIOSH/OSHA updates, industry contacts, employee interviews, and on-going ad hoc training on work practices and procedure.

We evaluate need procedures or new products by employee suggestion, materials review, MSDS, and industry contacts.

All staff is actively involved in trying new product and suggestions as to safer work practice and procedure. Crime Clean has an "*open door*" policy where employee safety, health, and any suggestions are concerned.

Sharan R. Godwin will ensure effective implementation of the recommendations if they comply with NIOSH/OSHA guidelines, policies, procedures, are cost effective, and ensure employee safety.

Personal Protective Equipment (PPE)

PPE is provided to our employees at no cost to them. Training is provided by Sharan R. Godwin in the use of the appropriate PPE for the tasks or procedure employees will perform.

The types of PPE available to employees are as follows:

- Inner gloves
- Outer gloves
- Chem tape
- Tyvek Suits
- Chemical resistant work boots
- Face shields
- Goggles
- Draeger respiratory masks

PPE is located in all work vehicles. Extra PPE is located at 17231 North 26th Street and may be obtained through Sharan R Godwin.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removal of gloves or other PPE.
- Remove PPE after it becomes contaminated, and before leaving the work area.
- Used PPE may be disposed of in biohazardous tubs located in Crime Clean vehicles.
- At all times wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing, or deterioration.
- Never wash or decontaminate disposable gloves for reuse.
- Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose, or mouth.
- Remove immediately or as soon as feasible any garment contaminated with blood or OPIM, in such a way as to avoid contact with the outer surface.

The procedure for handling used PPE is to dispose of it in a red bag lined biohazardous waste tub located in all Crime Clean vehicles. Items that can be decontaminated will be placed in a tub marked "to be decontaminated" for later decontamination.

Housekeeping

Regulated waste is placed in containers which can be closed, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (See Labels), and closed prior to removal to prevent spillage, or protrusion of contents during handling.

The procedure for handling **sharps disposal containers** is: full sharps containers will be closed and latched, placed in a red bag, and secured in a biohazardous tub for disposal at disposal site.

The procedure for handling **other regulated waste** is: all biohazardous waste will be placed in red bags, secured in biohazard tubs and disposed of at disposal site. **Other non-regulated waste** will be treated as **solid waste** and discarded at a landfill.

Contaminated sharps are discarded immediately or as soon as discovered at decontamination scene in containers that are closable, puncture resistant, leakproof on sides and bottoms, and labeled or color-coded appropriately. Sharps disposal containers are available in all Crime Clean vehicles and will be replaced by Sharan Godwin as needed.

Bins and pails (e.g. tool buckets, Crime Clean owned biohazardous tubs) are cleaned and decontaminated as soon as feasible after visible contamination.

Broken glassware may occur at a crime scene and will be treated as OPIM at all times. Glassware can cut through work gloves and other PPE and will be handled as OPIM for worker safety. Broken glassware etc. will never be handled with gloved hands. Tongs, clasps, or pliers will be used to facilitate disposal in tubs.

Laundry

All Crime Clean laundry is disposable after each use. Tyveks will be disposed of in biohazardous tubs after completion of decontamination at site.

Labels

Crime Clean Decontamination, LLC is in compliance with the OSHA Directive requirement for Globalization standards for SDS formerly known as MSDS. Crime Clean Decontamination, LLC also acknowledges that the new HCS does not require re-assessment of our HAZCOM as long as our HAZCOM remains relevant and current for our employees. (See step 6 of the OSHA Fact Sheet at www.osha.gov/dsg/hazcom).

All equipment in Crime Clean vehicles is specific for Crime Clean's use. All equipment is marked "Crime Clean". All biohazardous tubs and sharps containers are labeled with standard industry biohazard waste or infectious waste red labels. Red bags will be utilized in all instances of infectious/medical/biohazardous waste as all this waste is handled and treated the same way. This waste will then be placed in industry standard biohazardous tubs for transportation to waste site.

HEPATITIS B VACCINATION

Sharan Godwin will provide training to employees on hepatitis B vaccinations, addressing safety, benefits, efficacy, methods of administration, and availability.

The hepatitis B vaccination series is available at no cost after training within 10 days of initial assignment to employees identified in the exposure determination section of this plan. Vaccination is encouraged unless: I) documentation exists that the employee has previously received the series, II) antibody testing reveals that the employee is immune, or III) medical evaluation shows that vaccination is contraindicated. However, if an employee chooses to decline vaccination, the employee must sign a waiver/declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept at 17802 north 35th Place, and is a medical record, kept privately for in-house use only. **These records will not be available to/for any other uses than Crime Clean compliance with the OSHA standard (29 CFR 1910.1030).**

Vaccinations will be administered by the Maricopa Medical Health department located at 2601 East Roosevelt Street, Phoenix, AZ

Following hepatitis B vaccinations, the health care professional's Written Opinion will be limited to whether the employee requires the hepatitis B vaccine, and whether the vaccine was administered.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

Should an exposure incident occur, contact Sharan Godwin immediately at 602.992.1796/602.201.5142.

An immediately available confidential medical evaluation and follow-up will be conducted by Donald Cryan, MD, Following initial first-aid (clean the wound, flush eyes or other mucous membrane, etc.) the following activities will be performed:

Document routes of exposure and how exposure occurred.

Identify and document the source individual (unless the employer has established that identification is not feasible or prohibited by state or local law)

Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity;

document that the source individuals test results were conveyed to the employee's health care provider.

If the source individual is already known to be HIV, HCV, HBV positive, new testing need not be performed.

Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g. laws protecting confidentiality).

After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status.

If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at 90 days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

Sharan Godwin ensures that health care professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's Bloodborne pathogen standard. All Crime Clean employees receive this in initial training and are required to read and sign-off that this industry standard document has been read and is understood.

Sharan Godwin ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident
- Routes(s) of exposure (also covered in initial and subsequent training session)
- Circumstances of exposure
- If possible, results of the source individuals blood test (kept confidentially if available in employees medical record file)
- Relevant employee medical records, including vaccination status

Sharan Godwin provides the employee with a copy of the evaluation health care professional's written opinion within 15 days after completion of evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

Sharan Godwin will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time of incident
- Work practices in use at the time of incident
- A description of the device being used
- PPE or clothing that was used at the time of the exposure incident (gloves, eye shields, tyvek, etc.)
- Location of the incident (address where incident occurred)
- Employee's training

If it is determined those revisions need to be made, Sharan Godwin will ensure that appropriate changes are made to this ECP. (Changes may include an evaluation of safer devices, adding employees to the exposure determination list, etc.)

EMPLOYEE TRAINING

All employees who have occupational exposure to bloodborne pathogens receive training conducted by Sharan Godwin who is HAZWOPER Supervisor/Manager certified and goes through OSHA Train the Trainer on a yearly basis. Sharan also trains in "OSHA in the Medical Office" on a yearly basis.

All employees who have occupational exposure to bloodborne pathogens receive training on the etiology, epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

- A copy and explanation of the standard
- An explanation of Crime Clean's ECP and how to obtain a copy
- A explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident
- An explanation of the use and limitations of engineering controls, work practices, and PPE
- An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE
- An explanation of the basis for PPE selection
- Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge

- Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident
- An explanation of the signs and labels and/or color coding required by the standard and used at this facility
- An opportunity for interactive questions and answers with the person conducting the training session.

Training materials for this facility are available from Sharan Godwin at 17231 North 26th Street, Phoenix, Arizona 85032

RECORDKEEPING

Training records

Training records are completed for each employee upon completion of training. These documents will be kept for at least **three years** at 17231 north 26th Street, Phoenix, Arizona 85032

The training records include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative within 15 working days. Such requests should be addressed to Sharan Godwin, Owner.

Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1910.20, "Access to Employee Exposures and Medical Records."

Sharan Godwin is responsible for maintenance of the required medical records. These **confidential** records are kept at 17231 North 26th Street, Phoenix, Arizona, 85032 or at least the duration of employment plus 30 years.

Employee medical records are provided upon request of the employee or to anyone having written, **notarized** consent of the employee within 15 working days. Such requests should be sent to Sharan R. Godwin, 17802 North 35th Place, Phoenix, Arizona 85032.

OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's Recordkeeping Requirements (20 CFR 1904). Sharan Godwin does this determination and the recording activities.

HEPATITIS B VACCINE DECLINATION (MANDATORY)

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signed: _____

Date: _____

Crime Clean Decontamination, LLC

Confined Space Entry

December 24, 2020

Background

A confined space is defined as any location that has limited openings for entry and egress, is not intended for continuous employee occupancy, and is so enclosed that natural ventilation may not reduce air contaminants to levels below the threshold limit value (TLV). Examples of confined spaces include: manholes, stacks, pipes, storage tanks, trailers, tank cars, pits, sumps, hoppers, and bins. Entry into confined spaces without the proper precautions could result in injury and/or impairment or death due to:

- * An atmosphere that is flammable or explosive
- * Lack of sufficient oxygen to support life
- * Contact with or inhalation of toxic materials, or
- * General safety or work area hazards such as steam or high pressure materials.
- * Engulfment in water

The overall objectives of this program is to provide the safety requirements to be followed while entering, exiting and working in confined spaces during environmental restoration work.

Highlights

- * Duties and responsibilities
- * Identification and evaluation
- * Hazard assessment
- * Hazard controls
- * Entry permits
- * Entry procedures
- * Opening a confined space
- * Atmospheric testing
- * Isolation and lockout/tag out safeguards
- * Ingress/egress safeguards
- * Warning signs and symbols
- * Training and
- * Emergency response

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Section One - Duties and Responsibilities

1.0 Confined Space Manager

The Foreman shall assign an individual within Crime Clean Decontamination, LLC, to act as the Confined Space Coordinator. This individual shall be responsible for implementing the confined space program in accordance with this plan. This individual should be on the premises routinely and be familiar with the operations.

1.2. Confined Space Manager Responsibilities

The Confined Space Coordinator shall be responsible for implementing the confined space program and should:

- * Ensure that a list of confined spaces is maintained
- * Ensure that cancelled permits are reviewed for lessons learned
- * Ensure training of personnel is conducted
- * Ensure coordination with outside responders
- * Ensure equipment is in compliance with standards and
- * Maintain a master inventory of identified confined spaces.

1.2.1. Confined Space Coordinator

The Confined Space Coordinator is identified as the individual or service contractor that will technically approve the entry and complete the tasks identified below. Service Contractors and third party contractors are responsible for this activity under their separate contracts. The Confined Space Coordinator or individual in charge of any confined space work should:

- * Ensure requirements for entry have been completed before entry is authorized;
- * Ensure confined space monitoring is performed by personnel qualified and trained in confined space entry procedures;

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- * Ensure a list of monitoring equipment and personnel qualified to operate the equipment is maintained by the Management
- * Ensure that the rescue team has simulated a rescue in a confined space within the past twelve months;
- * Know the hazards that may be faced during entry including the signs or symptoms and consequences of exposure;
- * Fill out a permit;
- * Determine the entry requirements;
- * Require a permit review and signature from the authorized entry supervisor;
- * Notify all involved employees of the permit requirements;
- * Post the permit in a conspicuous location near the job;
- * Renew the permit or have it reissued as needed (a new permit is required every shift);
- * Determine the number of attendants required to perform the work;
- * Ensure the attendant knows how to communicate with the entrants and how to obtain assistance;
- * Post any required barriers and signs;
- * Remain alert to changing conditions that might affect the conditions of the permit (i.e. require additional atmospheric monitoring or changes in personal protective equipment);
- * Change and reissue the permit or issue a new permit as necessary;
- * Ensure that periodic atmospheric monitoring is done according to permit requirements;

- * Ensure those personnel doing the work and all support personnel adhere to permit requirements;
- * Ensure the permit is canceled when the work is done; and
- * Ensure the confined space is safely closed and all workers are cleared from the area.

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1.2.3. Entry Supervisors

An Entry Supervisor is a qualified person authorized to approve confined space entry permits. This person should be responsible for:

- * Determining if conditions are acceptable for entry
- * Authorizing entry and overseeing entry operations
- * Terminating entry procedures as required
- * Serving as an attendant as long as the person is trained and equipped appropriately for that role
- * Ensuring measures are in place to keep unauthorized personnel clear of the area
- * Checking the work at least twice a shift to verify and document permit requirements are being observed (more frequent checks should be made if operations or conditions are anticipated that could affect permit requirements)
- * Ensuring that necessary information on chemical hazards is kept at the work site for the employees or rescue team
- * Ensuring a rescue team is available and instructed in their rescue duties (e.g. an onsite team or a prearranged outside rescue service) and
- * Ensuring at least one member of the rescue team has current certification in First Aid and CPR.

1.2.4. Employees Entering Confined Space

Employees who are granted permission to enter a confined space should:

- * Read and observe the entry permit requirements;
- * Stay alert to the hazards that could be encountered in a confined space;
- * Use the protective equipment required by the permit;
- * Immediately exit the confined space when:
 - Ordered to do so by the attendant

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- Automatic alarms sound
- They perceive they are in danger or
- They notice physiological stresses or changes in themselves or co-workers (e.g. dizziness blurred vision shortness of breath).

1.2.5. Attendant(s)

The Attendant which can also be the entry supervisor should be stationed outside the work space and should:

- * Be knowledgeable of and be able to recognize potential confined space hazards;
- * Maintain a sign-in/sign-out log with a count of all persons in the confined space and ensure all entrants sign in/sign -out;
- * Monitor surrounding activities to ensure the safety of personnel;
- * Maintain effective and continuous communication with personnel during confined space entry work and exit;
- * Order personnel to evacuate the confined space if he/she:
 - Observes a condition which is not allowed on the entry permit;
 - Notices the entrants acting strangely possibly as a result of exposure to hazardous substances;
 - Notices a situation outside the confined space which could endanger personnel;
 - Notices within the confined space a hazard which has not been previously recognized or taken into consideration;
 - Must leave his/her work station; or
 - Must focus attention on the rescue of personnel in some other confined space that he/she is monitoring;
- * Immediately summon the Rescue Team if crew rescue becomes necessary; and
- * Keep unauthorized persons out of the confined space order them out or notify authorized personnel of the unauthorized entry.

1.2.6. Rescue Team

The Rescue Team members shall:

- * Complete a training drill using mannequins or personnel in a simulation of the confined space prior to the issuance of an entry permit for any confined space and at least annually thereafter;
- * Permit for any confined space and at least annually thereafter;
- * Respond immediately to rescue calls from the Attendant or any other person recognizing a need for rescue from the confined space;
- * In addition to emergency response training receive the same training as that required of the authorized entrants; and
- * Have current certification in first -aid and CPR.

Section Two- Hazard Assessment and Management

2.0 Hazard Assessment

A hazard assessment should be completed prior to any entry into a confined space. The hazard assessment should identify the sequence of work to be performed in the confined space the specific hazards known or anticipated and the control measures to be implemented to eliminate or reduce each of the hazards to an acceptable level. No entry should be permitted until the hazard assessment has been reviewed and discussed by all persons engaged in the activity. Personnel who enter confined spaces should be informed of known or potential hazards associated with the confined spaces to be entered. Keep in mind that confined space programs must include Lock Out of Energy Sources.

2.1 - Hazard Controls

Hazard controls include changes in the work processes and/or working

environment with the objective of:

- * Controlling the health hazards either by eliminating the responsible agents (electricity water engulfment hazard etc...)
- * Reducing health hazards below harmful levels and
- * Preventing the contaminants from coming into contact with the workers.

The following order of precedence should be followed in reducing confined space risks:

- * Engineering controls such as ventilation to limit exposure to hazards;
- * Work practice controls such as wetting of hazardous dusts frequent cleaning; and
- * Use of PPE such as air purifying or supplied -air respirators.

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2.2 Engineering Controls

Engineering controls are those controls which eliminate or reduce hazards. These controls shall be implemented.

Ventilation is one of the most common engineering controls used in confined space. When ventilation is used to remove atmospheric contaminants from the confined space, the space should be ventilated until the atmosphere is within acceptable range for human occupancy. Ventilation should be maintained during the

occupancy if there is a potential for the atmospheric conditions to move out of the acceptable range. When ventilation is not possible or feasible alternate protective measures or methods to remove air contaminants and protect occupants should be determined by the qualified person prior to authorizing entry. Conditions regarding continuous forced air ventilation should be used as follows:

- * Employees should not enter the space until the forced air ventilation has eliminated any hazardous atmosphere
- * Forced air ventilation should be so directed as to ventilate the immediate areas where an employee is or will be present within the space
- * Continuous ventilation is maintained until all employees have left the space and
- * Air supply for forced air ventilation should be from a clean source.

2.3 Work Practice (Administrative) Controls

Work practice (administrative) controls are those controls which eliminate or reduce the hazard through changes in the work practice (e.g. rotating workers reducing the amount of worker exposure housekeeping). Confined space should be cleaned/decontaminated of hazardous materials to the extent feasible before entry. Cleaning/decontamination is the preferred method of reducing exposure to hazardous materials. Where this is not practicable PPE should be worn by the entry personnel to provide appropriate protection against the hazards which may be present.

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2.4 Personal Protective Equipment (PPE)

If the hazard cannot be eliminated or reduced to a safe level through engineering and/or

work practice controls PPE should be used. A qualified person should determine PPE needed by all personnel entering the confined space including rescue teams. PPE which meet the specifications of applicable standards should be selected in accordance with the requirements of the job to be performed.

Section Three Entry into Confined Spaces

3.0 - Entry Permits

The Confined Space Entry Permit is the major tool in assuring safety during entry in confined spaces with known hazards or with unknown or potentially hazardous atmospheres. The entry permit process guides the supervisor and workers through a systematic evaluation of the space to be entered. The permit should be used to establish appropriate conditions. Before each entry into a confined space an entry permit will be completed by a qualified person and the contents communicated to all employees involved in the operation and conspicuously posted near the work location. A standard entry permit should be used for all entries.

3.1. Key Elements for Entry Permits

A standard entry permit should contain the following items:

- * Permit space to be entered;
- * Purpose of the entry;
- * Date of the permit and the authorized duration of the entry permit
- * Name of authorized entrants within the permit space;
- * Means of identifying authorized entrants inside the permit space e.g. rosters or tracking systems;
- * Personnel by name currently serving as attendants
- * Individual by name currently serving as entry supervisor with a space for the signature or initials of the entry supervisor who originally authorized entry
- * Hazards of the permit space to be entered
- 9
- * Measures used to isolate the permit space and to eliminate or control permit space hazards before entry e.g. lockout or tag out of equipment and procedures for purging inerting ventilating and flushing permit spaces;
- * Acceptable entry conditions
- * Results of initial and periodic tests performed accompanied by the names or initials of the testers and by an indication of when the tests were performed;
- * Rescue and emergency services that can be summoned and the means (e.g. equipment to use phone numbers to call) for summoning those services
- * Communication procedures used by authorized entrants and attendants to maintain contact during the entry
- * Equipment to be provided for compliance with this section (e.g. PPE testing communications alarm systems and rescue);
- * Other information whose inclusion is necessary given the circumstances of the particular confined space in order to ensure employee safety; and
- * Additional permits such as for hot work that have been issued to

authorize work in the permit space.

Appendix D of 29 CFR 1910.146 provides an example permit containing these items.

A permit is only valid for one shift. For a permit to be renewed several conditions should be met before each re-entry into the confined space. First atmospheric testing should be conducted and the results should be within acceptable limits. If atmospheric test results are not within acceptable limits precautions to protect entrants against the hazards should be addressed on the permit and should be in place. Second a qualified person should verify that all precautions and other measures called for on the permit are still in effect. Finally only operations or work originally approved on the permit should be conducted in the confined space.

A new permit should be issued or the original permit reissued whenever changing work conditions or work activities introduce new hazards into the confined space. The employer should retain each cancelled entry permit for Section Three - Entry Procedures. Whenever entry into a confined space is needed either an Entry Supervisor or the person in charge of the job may initiate entry procedures including the completion of a confined space entry permit. Entry into a confined space should follow the standard entry procedure.

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The following are requirements for standard entry:

- * Training to establish personnel proficiency in the duties required
- * Atmospheric testing for entry and
- * Atmospheric monitoring during the entry.

Before an employee enters the space the internal atmosphere should be tested with a calibrated direct-reading instrument. If a hazardous atmosphere is detected during entry:

- * The space should be evaluated to determine how the hazardous atmosphere developed and
- * Measures should be implemented to protect employees before any subsequent entry takes place.

Personnel should be prohibited from entering hazardous atmospheres without wearing proper respiratory equipment as determined by qualified entry supervisors. The entire confined space entry permit should be completed for a standard entry. Entry should be allowed only when all requirements of the permit are met and it is reviewed and signed by an Entry Supervisor.

3.2 - Opening a Confined Space

Any conditions making it unsafe to remove an entrance cover should be eliminated before the cover is removed. When entrance covers are removed the opening should be promptly guarded by a railing temporary cover or other temporary barrier that will prevent anyone from falling through the opening. This barrier or cover should protect each employee working in the space from foreign objects entering the space. If it is in a traffic area adequate barriers should be erected.

3.4 - Atmospheric Testing

Atmospheric test data is needed prior to entry into any confined space. Atmospheric testing is required for two distinct purposes: evaluation of the hazards of the permit space and verification that acceptable conditions exist for entry into that space. If a person must go into the space to obtain the needed data then Standard Confined Space Entry

Procedures should be followed (i.e. rescue team attendant entry supervisor). Before entry into a confined space a qualified person should conduct testing for hazardous atmospheres. The internal atmosphere should be tested with a calibrated direct-reading instrument for the following in the order given:

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- * Oxygen content
- * Flammable gases and vapors and
- * Potential toxic air contaminants.

Testing equipment used in specialty areas should be listed or approved for use in such areas. This listing or approval should be from nationally recognized testing laboratories such as Underwriters Laboratories or Factory Mutual Systems.

3.5 Evaluation Testing

The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity. The analysis should identify and evaluate any hazardous atmospheres that may exist or arise so that appropriate permit entry procedures can be developed and acceptable entry conditions stipulated for that space. Evaluation and interpretation of these data and development of the entry procedure should be done by or reviewed by a technically qualified professional (e.g. , OSHA consultation service certified industrial hygienist registered safety engineer certified safety professional).

3.6 Verification Testing

A confined space which may contain a hazardous atmosphere should be tested for residues of all identified or suspected contaminants. The evaluation testing should permit specified equipment to determine that residual concentrations at the time of testing and entry are within acceptable limits. Results of testing (i.e. actual concentration) should be recorded on the permit. The atmosphere should be periodically retested to verify that atmospheric conditions remain within acceptable entry parameters. Initial testing of atmospheric conditions and subsequent tests after a job has been stopped should be done with the ventilation systems shut down. If the confined space is vacated for any period of time the atmosphere of the confined space should be retested before re-entry is permitted. Further testing should be conducted with ventilation systems turned on to ensure the contaminants are removed and that the ventilation system is not causing a hazardous condition.

3.7. Acceptable Limits

The atmosphere of the confined spaces should be considered within acceptable limits whenever the following conditions are maintained:

- * Oxygen - 19.5% to 23.5%
- * Flammability - less than 10% of the Lower Flammable Limit (LFL) and
- * Toxicity - less than recognized ACGIH exposure limits or other published exposure levels (e.g. , OSHA PEL's NIOSH REL's).

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Whenever testing of the atmosphere indicates levels of oxygen flammability or toxicity that are not within acceptable limits entry should be prohibited until appropriate controls are implemented. If the source of the contaminant cannot be determined precautions should be adequate to deal with the worst possible condition in the confined space. If there is the possibility that the confined space atmosphere can become unacceptable while the work is in progress the atmosphere should be constantly monitored and

procedures and equipment should be provided to allow the employees to quickly and safely exit the confined space.

3.8 - Isolation and Lockout /Tagout Safeguards

All energy sources which are potentially hazardous to confined space entrants should be secured relieved disconnected and/or restrained before personnel are permitted to enter the confined space. Equipment systems or processes should be locked out or tagged out or both per 29 CFR 1910.147 and ANSI Z244.1-1982 Lockout/Tag out of Energy Sources prior to permitting entry into the confined space. The current lockout/ tag out program being used at the site should be used as guidance. In confined spaces where complete isolation is not possible provisions should be made for as rigorous isolation as practical. Special precautions should be taken when entering double walled jacketed or internally insulated confined spaces that may discharge hazardous material through the vessel's internal wall.

Where there is a need to test position or activate equipment by temporarily removing the lock or tag or both a procedure should be developed and implemented to control hazards to the occupants. Any removal of locks tags or other protective measures should be done in accordance with ANSI Z244.1-1982.

3.9 - Ingress / Egress Safeguards

Means for safe entry and exit should be provided for confined spaces. Each entry and exit point should be evaluated to determine the most effective methods and equipment to be utilized to enable employees to safely enter and exit the confined space.

Appropriate retrieval equipment or methods should be used whenever a person enters a confined space. Use of retrieval equipment may be waived by the designated qualified persons if use of the equipment increases the overall risks of entry or does not contribute to the rescue. A mechanical device should be available to retrieve personnel from vertical type confined spaces greater than five feet in depth.

3.10 - Warning Signs and Symbols

All confined spaces that could be inadvertently entered should have signs identifying them as confined spaces. Signs should be maintained in a legible condition. The signs should contain a warning that a permit is required before entry. Accesses to all confined spaces should be prominently marked.

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Section Four - Training

4.0 Training

The employer should provide training so that all employees whose work is regulated by this section acquire the understanding knowledge and skills necessary for the safe performance of their duties in confined spaces. Training should be provided to each affected employee:

- * Before the employee is first assigned duties under this section
- * Before there is a change in assigned duties
- * Whenever there is a change in permit space operations that presents a hazard for which an employee has not been trained and
- * Whenever the employer has reason to believe either that there are deviations from the permit space entry procedures required in this section or that there are inadequacies in the employee's knowledge or use of these procedures.

The training should establish employee proficiency in the duties required by this section and should introduce new or revised procedures as necessary for compliance with this section.

4.1. General Training

All employees who will enter confined spaces should be trained in entry procedures. Personnel responsible for supervising planning entering or participating in confined space entry and rescue should be adequately trained in their functional duties prior to any confined space entry.

Training should include:

- * Explanation of the general hazards associated with confined spaces;
- * Discussion of specific confined space hazards associated with the facility location or operation;
- * Reason for proper use and limitations of PPE and other safety equipment required for entry into confined spaces;
- * Explanation of permits and other procedural requirements for conducting a confined space entry;

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- * A clear understanding of what conditions would prohibit entry;
- * How to respond to emergencies;
- * Duties and responsibilities as a member of the confined space entry team; and
- * Description of how to recognize symptoms of overexposure to probable air contaminants in themselves and co-workers and method(s) for alerting attendants.

Refresher training should be conducted as needed to maintain employee competence in entry procedures and precautions.

4.2. Specific Training

4.2.1. Training for Atmospheric Monitoring Personnel

Training should include proper use of monitoring instruments such as:

- * Proper use of the equipment;
- * Knowledge of calibration;
- * Knowledge of sampling strategies and techniques; and
- * Knowledge of PELs TLVs LELs UELs etc.

4.2.2. Training For Attendants

Training for attendants shall include the following:

- * Procedures for summoning rescue or other emergency services and
- * Proper utilization of equipment used for communicating with entry and emergency/rescue personnel.

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4.2.3 Training for Emergency Response Personnel

Training for Emergency Response personnel shall include:

- * Rescue plan and procedures developed for each type of confined space that is anticipated to be encountered
- * Use of emergency rescue equipment
- * First aid and CPR techniques and
- * Work location and confined space configuration to minimize response

time.

4.2.4 Verification of Training

Periodic assessment of the effectiveness of employee training should be conducted by a qualified person. Training sessions should be repeated as often as necessary to maintain an acceptable level of personnel competence.

Section Five - Emergency Response

5.0 Emergency Response Plan

A plan of action should be written with provisions to conduct a timely rescue for individuals in a confined space should an emergency arise.

5.1 Retrieval Systems or Methods to Facilitate Non-entry Rescue

Retrieval systems should be used whenever an authorized person enters a permit space unless the equipment increases the overall risk of entry or the equipment would not contribute to the rescue of the entrant. Retrieval systems should have a chest or full body harness and a retrieval line attached at the center of the back near shoulder level or above the head.

If harnesses are not feasible or create a greater hazard wristlets may be used in lieu of the harness. The retrieval line should be firmly fastened outside the space so that rescue can begin as soon as anyone is aware that retrieval is necessary. A mechanical device should be available to retrieve personnel from vertical confined spaces more than five feet deep.

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Section Six- References

6.0 References

1. 29 CFR 1910.146 "Permit-required Confined Spaces."
2. National Safety Council Data Sheet 12304 -0704 "Confined Space Entry Control System for Research and Development Operations."
3. American National Standard Institute (ANSI) Z117.1 -1989 "Safety Requirements for Confined Spaces."
4. DHHS (NIOSH) Publication No. 87 -113 "Working With Confined Spaces."
5. ANSI Z 244.1-1982 "Lockout/Tag out of Energy Sources."
6. 29 CFR 1910.147 "The Control of Hazardous Energy (Lockout/ Tag out)."

Appendices and Exhibits to Follow

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Permit Required Confined Space Program

APPENDIX A (Excerpt from CCMAR)

CONFINED SPACE EVALUATION FORM

This form is intended to help "responsible persons" evaluate confined spaces prior to entry.

Mark the box to the right of a characteristic if it applies to the Confined Space.

Category I

1. The confined space contains moving parts that can be eliminated prior to entry by following a lock-out procedure.
2. The confined space contains electrical hazards that can be eliminated prior to entry by following a lock-out procedure.
3. The confined space contains hydraulic or pneumatic hazards that can be eliminated prior to entry by following a lock-out procedure.
4. The confined space contains an engulfment hazard which hazard can be

eliminated prior to entry.

5. The internal configuration of the confined space is arranged such that it presents a serious safety hazard (i.e. converging walls that could constrict an entrants diaphragm).

6. The confined space contains a recognized serious safety hazard due to energy sources (live electrical potential energy of a suspended beam or die etc.) which can be eliminated prior to entering the confined space.

-
-
-
-
-
-

Category II

7. The confined space is sub-surface.

8. The work to be performed in the space involves cleaners glues or other solvents.

9. The space contains or has previously contained water contaminated with organic matter such as but not limited to plant or animal debris.

10. Combustion occurs in or around the space (this includes road traffic).

11. The confined space contains or has contained toxic chemicals.

12. The confined space contains or has the potential to contain a hazardous atmosphere.

-
-
-
-

-Reminder- a confined space is large enough to bodily enter, one in which work can be performed within, and is not designed for continuous occupancy.

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Category III

13. One or more boxes are marked in both Category I and Category II sections above

14. One or more boxes in the Category II section are marked but the atmospheric hazard(s) cannot be controlled by using forced air ventilation.

15. The confined space contains moving parts that cannot be eliminated prior to entry.

16. The confined space contains electrical hazards that cannot be eliminated prior to entry.

17. The confined space contains hydraulic or pneumatic hazards that cannot be eliminated prior to entry.

18. The confined space contains an engulfment hazard that cannot be eliminated prior to entry.

19. The internal configuration of the confined space is arranged such that it presents a serious safety hazard (i.e. converging walls that could constrict an entrants diaphragm) which hazard cannot be eliminated prior to entry.

20. The confined space contains a recognized serious safety hazard due to

energy sources (live electrical potential energy of a suspended beam or die et.) which cannot be eliminated prior to entering the confined space.

-
-
-
-
-
-
-

Location Building/Area Evaluator Date

Categorization

This completed evaluation form was sent to XYZ on Date: _____

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APPENDIX B

EXHIBIT SPECIFIC LOCK-OUT PROCEDURE

Location xx LOCATION NAME AND ID WITH A NUMBER AS NEEDED

Equipment reservoir tank

Work to be Performed Cleaning /pipe-work etc.

Power / Hazard Sources Water supply to tank

Specific Energy Control Steps

(Numbers Correspond with Power/Hazard Sources)

Unplug main circulating pump and insert plastic plug end casing and lock with approved lock. Ensure return flow from fish tanks and overflow from oxygen contactor and reservoir has ceased. Make sure seawater supply valve is in a closed position. Place a properly sized plastic "Ball Valve Lockout" onto the valve and seawater line. Then place an approved padlock through the proper hole on the "Ball Valve Lockout" and close the lock. Drain the tank.

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APPENDIX C

LOCK-OUT OF SIMPLE ELECTRICAL EQUIPMENT OR MACHINERY

Lock-Out may be performed following the procedures outlined below for electrical equipment or machinery meeting the following criteria (a -f):

- (a) The machine or equipment has no potential for stored or residual energy or re-accumulation of stored energy after shutdown which could endanger employees.
- (b) The machine or equipment has a single energy source that can be easily identified and isolated.
- (c) The isolation and locking out of that energy source will completely de-energize and deactivate the machine or equipment.
- (d) The machine or equipment is isolated from that energy source and locked out during servicing or maintenance.

(e) A single lockout device will achieve a locked -out condition.

(f) The lockout device is under the exclusive control of the authorized employee performing the servicing or maintenance and may not be used shared or removed by other employees.

LOCK-OUT OF SIMPLE EQUIPMENT OR MACHINERY

General Lock-Out procedures for simple machines or equipment are as follows :

- Notify all affected employees that servicing or maintenance is required and that the machine or equipment must be shutdown and locked out to perform the servicing or maintenance and not to attempt to remove the lock or start the machine or equipment.
- Ensure that all of the tools and equipment necessary for you to perform the servicing and/or maintenance have been obtained.
- If the machine or equipment is in operation shut it down by following operating procedures (e.g.; depress stop button open switch etc).
- Isolate the energy source by securing a lock on the disconnect device (cut -off switch or breaker switch) used to isolate equipment on which work is to be performed. Lock-out energy isolating device(s) in the open position with assigned individual locks (note: each authorized individual conducting maintenance or servicing shall ensure that the lock has their name and work phone number attached).
- Ensure that the equipment or machinery is disconnected from the energy source(s) by first checking that no personnel are exposed and then verify the isolation of the equipment by actuating the start button or switch. Caution: Ensure that the actuation device returns to neutral or "off" position after verifying the machine or equipment is isolated.
- Perform maintenance and servicing of equipment or machinery.

Follow procedures for "Releasing Equipment or Machinery From Lock -Out":

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- Check the machine and the immediate area around the machine to ensure that non-essential items have been removed and that the machine guards and other components are operationally intact.
- Check the work area to ensure that all employees have been safely positioned or removed from the area. And notify them that the machine or equipment is going to be released from Lock-Out.
- Verify machine controls are in neutral or off position.
- Remove Lock-Out devices and re-energize the machine or equipment.
- Notify affected employees that servicing or maintenance is completed and the machine or equipment is ready for use.

EXHIBIT for USE (CCAR)

LOCATION PERMIT REQUIRED CONFINED SPACE PROGRAM

CATEGORY II SOP: MITT #1 BOILER TANK 6' × 4' × 4' DEEP

SOP FOR WHEN EMPTY

This SOP will be reviewed prior to each entry with the entrants and attending worker. Such training must be documented in a separate folder maintained with the confined space program and include the signatures of those individuals involved in the training. At least 2 people will be present during entry into the boiler tank in X-C LOCATION

#ASSIGNED; an entrant and an attendant located just outside the space. The Orion Multi-Gas meter (4-gas meter) or other confined space gas meter shall undergo a calibration check prior to each space evaluation. Those individuals using the meter must be properly trained.

Prior to Authorizing Entry:

During normal operation this tank will be full of running water and is thus classified as a Category III Space. In order for this SOP to apply the tank must be pumped out and the lid removed. According to Appendix B of the Permit -Required Confined Space program the hazards posed by the boiler tank in MITT #1 are water (engulfment) and an actual or potential hazardous atmosphere. Prior to every entry into the reservoirs the entrants must ensure that this categorization is proper. In other words LOCATION will reassess the space prior to each entry and re -categorize them when necessary to ensure that the proper entry procedures are being followed. When reevaluating the hazards contained within the sump LOCATION workers must disturb any water located in the space while monitoring the atmosphere within the space for (ANY HAZARD THAT APPLIES) (this procedure must be performed without entry). If

22 a hazardous concentration of XYZ gas is found within the space workers are not allowed to enter the space.

*Note - Examples of some situations that require a space to be re -evaluated and possibly re-categorized include: fish dying in the space chemicals being brought into the space a build-up of scum within the space changes in the use or configuration of the space stagnation of water that was once moving and equipment being introduced into the confined space.

Complete the Pre-Entry Checklist (Appendix D):

The Pre-Entry Checklist (Appendix D) must be completed prior to entering any category space and shall include the date location of the space nature of work to be performed within the space a description of the methods used to eliminate the hazards found in the space and the signature of the person evaluating the space.

Extra Precautions:

Prior to and throughout entry the atmosphere within the confined space will be continuously monitored with an Orion multi -gas meter (4-gas meter) or one of LOCATION choice. The readings will be documented on the form prior to entry and at least once every hour. O2 combustible gas CO and H2S readings must indicate a safe level upon entry into the space.

If the space was evaluated under typical conditions – such as- it did not contain any water then in order to use this SOP the same conditions must apply and the water supply must be locked out prior to entry (see Lock out Tag out program for SOP). If the tank contains water (other than surface moisture) or is connected to the water supply then they are to be classified as category III spaces and entry is only allowed by following category III procedures. The tank is only 4' deep and so the use of a step ladder will be sufficient to ensure adequate means of egress. The use of forced air ventilation is not required.

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PRE-ENTRY CHECKLIST (29CFR1910.146 APPENDIX D-1)

CONFINED SPACE ENTRY PERMIT

DATE AND TIME ISSUED: _____ **DATE AND TIME EXPIRES:** _____
JOB SITE/SPACE I.D.: _____ **JOB SUPERVISOR:** _____

EQUIPMENT TO BE WORKED ON: _____ WORK TO BE PERFORMED: _____

STAND-BY PERSONNEL: _____

1. ATMOSPHERIC CHECKS: TIME _____

OXYGEN
_____ %

2. TESTER'S SIGNATURE
EXPLOSIVE

_____ %L.F.L.
TESTER'S SIGNATURE

TOXIC
_____ PPM

TESTER'S SIGNATURE
3. SOURCE ISOLATION (NO ENTRY)

N/A YES NO
PUMPS OR LINES BLINDED
DISCONNECTED OR BLOCKED
24

4. VENTILATION MODIFICATION
N/A YES NO

MECHANICAL
NATURAL VENTILATION ONLY

5. ATMOSPHERIC CHECK AFTER ISOLATION AND VENTILATION : TIME _____

OXYGEN
_____ % > 19.5%

TESTERS SIGNATURE
EXPLOSIVE

_____ %L.F.L < 10%
TESTER'S SIGNATURE

TOXIC
_____ PPM < 10 PPM H(2)S

TESTER'S SIGNATURE

6. COMMUNICATION PROCEDURES:

7. RESCUE PROCEDURES:

8. ENTRY STANDBY AND BACK-UP PERSONS: YES NO
SUCCESSFULLY COMPLETED REQUIRED
TRAINING?

IS IT CURRENT?
25

9. EQUIPMENT

N/A YES NO

Direct reading gas monitor-tested
Safety harnesses and lifelines for entry and

standby persons
Hoisting equipment
Powered communications
SCBA's for entry and standby persons
Protective Clothing
All electric equipment listed Class I Division I
Group D and non-sparking tools
26

10. PERIODIC ATMOSPHERIC TESTS

Oxygen
_____ %

Time _____

Oxygen
_____ %

Time _____

Oxygen
_____ %

Time _____

Oxygen
_____ %

Time _____

Explosive
_____ %

Time _____

Explosive
_____ %

Time _____

Explosive
_____ %

Time _____

Explosive
_____ %

Time _____

Toxic
_____ %

Time _____

Toxic
_____ %

Time _____

Toxic
_____ %

Time _____

Toxic
_____ %

Time _____

_____ We have reviewed the work authorized by this permit and the information contained here -in.

Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in the "No" column. This permit is not valid unless all appropriate items are completed.

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Permit Prepared By: (Supervisor) _____

Approved By: (Unit Supervisor) _____

Reviewed By (C's Operations Personnel): _____

(Printed Name) (Signature)

This permit to be kept at job site. Return job site copy to Safety Office following job completion.

Copies:

Safety Office

Unit Supervisor

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APPENDIX D-2 (29CFR1910.146)

ENTRY PERMIT

PERMIT VALID FOR EIGHT (8) HOURS ONLY. ALL COPIES OF PERMIT WILL REMAIN AT THE JOB SIDE UNTIL JOB IS COMPLETED.

DATE: -- SITE LOCATION and DESCRIPTION _____

PURPOSE OF ENTRY _____

SUPERVISOR(S) in charge of crews. Type of Crew Phone # _____

COMMUNICATION PROCEDURES _____

RESCUE PROCEDURES (PHONE NUMBERS AT BOTTOM) _____

BOLD DENOTES MINIMUM REQUIREMENTS TO BE COMPLETED AND REVIEWED PRIOR TO ENTRY

REQUIREMENTS COMPLETED DATE TIME

Lock Out/De-Energize/Try Out

Line(s) Broken-Capped-Blanked

Purge-Flush and Vent

Ventilation

Secure Area (Post and Flag)

Breathing Apparatus

Resuscitator – Inhalator

Standby Safety Personnel

Full Body Harness w/ "D" ring

Emergency Escape Retrieval Equipment

Lifelines

Fire Extinguishers

Lighting (Explosive Proof)

Protective Clothing

Respirator(s) (Air Purifying)

Burning and Welding Permit

Note: Items that do not apply enter N/A in the blank

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**** RECORD CONTINUOUS MONITORING RESULTS EVERY TWO (2) HOURS**

CONTINUOUS MONITORING ** PERMISSIBLE: _____

TEST(S) TO BE TAKEN Entry Level

HOUR HOUR HOUR HOUR HOUR HOUR HOUR HOUR

Percent Of Oxygen

19.5% to 23.5%

Lower Flammable

Under 10%

Carbon Monoxide

+ 35 PPM

Aromatic Hydrocarbon

+ 1 PPM * 5PPM

Hydrogen Cyanide

(Skin) * 4 PPM

Hydrogen Sulfide

+ 10 PPM *15 PPM

Sulfur Dioxide

+ 2 PPM * 5PPM

Ammonia *35PPM

Short-term exposure limit: Employee can work in area up to 15 minutes.

+ 8 hour Time Weighted Avg.: Employee can work in area 8 hours (longer with appropriate respiratory protection).

REMARKS:

Gas tester name Check # Instrument used Model Serial #

SAFETY STANDBY PERSON IS REQUIRED FOR ALL CONFINED SPACE WORK

SUPERVISOR AUTHORIZING – ALL CONDITIONS SATISFIED

Name/Title:

DEPARTMENT/ PHONE :

AMBULANCE :

SAFETY :

GAS COORDINATOR:

EXHIBIT C
Professional Services Agreement

SCHEDULE

Services will be provided on an as-needed basis.

**EXHIBIT D
Professional Services Agreement**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Contractor will bill the City on a monthly basis for services performed in that billing cycle. Invoices shall be submitted within thirty (30) days of service.

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 \$45,000.

DETAILED PROJECT COMPENSATION

Crime Scene Cleanup Services	
Crime Scene Cleanup Services, per person, between 8:00 AM & 5:00 PM weekdays	\$ <u>50</u> /30 minutes
Crime Scene Cleanup Services, per person, between 5:00 PM & 8:00 AM weekdays and all hours on weekends and holidays	\$ <u>50</u> /30 minutes
Biohazard Waste Cleanup Services – same day service (respond and cleanup biohazard waste before midnight on the same day (date) that the call for service was made)	\$ <u>50</u> /30 minutes
Disposal fee for additional 30-gallon red bag of hazardous material	\$ <u>35</u> per bag
Disposal fee for large items	\$ <u>50</u>

Minimum or Additional Charges	
Please explain <u>0</u>	\$ <u>0</u>
Please explain <u>0</u>	\$ <u>0</u>
Please explain <u>0</u>	\$ <u>0</u>
Please explain <u>0</u>	\$ <u>0</u>