



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: August 3, 2011
BOARD MEETING DATE: September 13, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Dean D. Peterson, P.E., REHS, Director, Environmental Health

SUBJECT: Amendment to the Agreement with Decade Software Company, LLC

RECOMMENDATION:

Authorizing the President of the Board to execute an Amendment to the Agreement with Decade Software Company, LLC to provide an information management system extending the term of the Agreement by five years from June 1, 2007 through May 31, 2017, and increasing the amount by \$1,210,423 for a new maximum obligation of \$1,861,122.

BACKGROUND:

In 1994 Environmental Health (EH) began using Envision, an information management system owned and operated by Decade Software Company, LLC (DSC). Contracts with DSC over the years have advanced EH's technological capabilities, resulting in the development of two web interfaces: the online Food Inspection Query and the online Household Hazardous Waste (HHW) Appointment Scheduler.

DSC was selected to provide the information management system through a competitive Request for Proposal (RFP) process in January 2007. The County Manager approved a waiver allowing EH to enter into a five-year contract with DSC as it was anticipated that by late 2009, EH would upgrade to the new workflow based system, EnvisionConnect and allow EH the time to utilize the upgraded system. In May 2007 your Board approved an Agreement for \$625,699. In October 2008 the Director of the Health Department approved an Amendment increasing the maximum amount by \$25,000.

Projects including enhancements to the HHW Appointment Scheduler, the migration of an existing database for the Cross Connection Program into Envision and the implementation of a project to import data extracted from Envision to Automated Time Keeping System delayed the migration to EnvisionConnect.

DISCUSSION:

EH successfully migrated to the workflow-based EnvisionConnect system in March 2011. EnvisionConnect is used for billing, maintaining information on our regulated

businesses, complaints, violation tracking and storage of detailed program information. Data maintained in EnvisionConnect will be the basis for establishing fees. Program data is electronically uploaded to State systems as required by various State agencies.

In February 2011 your Board approved the submittal of a State grant application in the amount of \$135,468 to implement electronic reporting for regulated hazardous materials businesses. EH and County Information Services Department (ISD) staff will be working with DSC to implement a public portal. Businesses will submit their information electronically via a public portal. Upon review and acceptance by EH staff, the data will be stored in EnvisionConnect and uploaded to a State system. The public portal will also allow the public to complete and submit applications, complaints, test results and ultimately to conduct file reviews online. A fee amendment will be brought to your Board to fund ongoing costs.

Following the public portal implementation, EnvisionConnect Remote will be deployed to EH field staff. EnvisionConnect Remote is a field inspection system which enables inspectors to enter inspection data directly into a PC tablet, laptop or other device rather than handwriting inspection information onto a form. This ensures timely and accurate data collection and quicker public access. Historical data will also be available to inspectors electronically at the time of the inspection, thus improving the inspectors' efficiency and effectiveness in the field.

The County Manager approved a waiver extending the contract term to May 31, 2017, to allow EH to implement the requirements for electronic reporting, and test/deploy EnvisionConnect Remote for field staff. Upon completion of these projects, EH would be better positioned to develop an RFP.

County Counsel has reviewed and approved the Amendment and Resolution. The Amendment includes all provisions that are required by County Ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, equal benefits and jury service ordinance.

This Amendment contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by giving EH the ability to assess and monitor the programs it manages and provides a tool that increases EH's efficiency and delivery of service. It is anticipated that 90% of EH's customers will rate the services provided good or better.

Performance Measure(s):

Measure	FY 2010-11 Estimate	FY 2011-12 Projected
Percent of customers rating services good or better	90%	90%

FISCAL IMPACT:

The term of the amended Agreement is June 1, 2007 through May 31, 2017. The Amendment increases the amount by \$1,210,423 for a new maximum obligation of \$1,861,122. The revenue and appropriations are included in EH FY 2011-12 Recommended Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH DECADE SOFTWARE COMPANY, LLC TO PROVIDE AN INFORMATION MANAGMENT SYSTEM EXTENDING THE TERM OF THE AGREEMENT BY FIVE YEARS FROM JUNE 1, 2007 THROUGH MAY 31, 2017, AND INCREASING THE AMOUNT BY \$1,210,423 FOR A NEW MAXIMUM OBLIGATION OF \$1,861,122.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Decade Software Company (DSC) was selected from two vendors who responded to a Request for Proposals (RFP) to provide the Environmental Health (EH) Information System through a competitive process conducted in December 2006; and

WHEREAS, DSC provides and supports Envision/EnvisionConnect, an information management system that has the capability to track information related to all programs managed by EH, and has the ability to track staff activities, regulated facilities, investigations, billing and accounting; and

WHEREAS, a system upgrade from Envision to EnvisionConnect was delayed due to projects including enhancements to the Household Hazardous Waste Appointment Scheduler, the migration of an existing database for the Cross Connection Program into Envision and the implementation of a project to import data extracted from

Envision to Automated Time Keeping System; and

WHEREAS, EH successfully migrated from Envision to the workflow based EnvisionConnect system in March 2011; and

WHEREAS, in June 2011 EH was awarded a \$135,468 grant by California Environmental Protection Agency to implement electronic reporting for regulated hazardous materials businesses pursuant to AB 2286 that mandates electronic reporting by January 1, 2013; and

WHEREAS, a public portal will be implemented which allows regulated businesses to electronically report hazardous information and will allow the general public to complete and submit applications, complaints, submit test results and ultimately conduct file reviews online; and

WHEREAS, the County Manager approved a waiver extending the contract term to May 31, 2017, that will allow EH to implement the requirements for electronic reporting and test/deploy the EnvisionConnect version of the field inspection system for field staff, placing EH in a better position to define requirements for developing the next RFP; and

WHEREAS, both parties now wish to amend the Agreement by extending the term of the Agreement by five years from June 1, 2007 through May 31, 2017, and increasing the amount by \$1,210,423 for a new maximum obligation of \$1,861,122; and

WHEREAS, this Board has been presented for its consideration and acceptance, an Amendment to the Agreement between the County and DSC, reference to which is hereby made for further particulars, and the Board of Supervisors has examined and approved the same as to form and content and desires to enter into the same.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors be, and is hereby authorized and directed to execute said Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DECADE SOFTWARE COMPANY, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DECADE SOFTWARE COMPANY, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement approved by Resolution No.68702 on May 15, 2007, to provide an information management system for the term of June 1, 2007 to May 31, 2012, in an amount not to exceed \$625,699; and

WHEREAS, on October 7, 2008, the Health Department Director approved an Amendment to the Agreement which added Data Conversion and \$25,000 for a new maximum obligation of \$650,699.

WHEREAS, the parties wish to further amend the Agreement to extend the term by five years to May 31, 2017, increase the amount by \$1,210,423 for a new maximum obligation of \$1,861,122, and expand the scope of services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. The first paragraph of page 1 of the Agreement beginning with "DECADE SOFTWARE COMPANY LLC. ("Decade") with..."is deleted and replaced with the following paragraph:

DECADE SOFTWARE COMPANY, LLC. ("Decade") with principal place of business at 1195 West Shaw Avenue, Fresno, California 93711, and San Mateo County Environmental Health Division (hereinafter "Client") with principal place of business at 2000 Alameda de las Pulgas, Suite 100, San Mateo, CA 94403
2. Appendices F (Third Party Software), G (EnvisionConnect Public Portal Statement of Work), and H (CERS Electronic Reporting Transition Plan) are hereby attached, incorporated by reference and form a part of the Amended Agreement. The

Appendices Section of page 1 of the agreement is deleted and replaced with the following:

Appendices

The following appendices are attached to form part of this Agreement:

Appendix	Description
Appendix A	Volumes, Prices and Payment Schedule for License Fee
Appendix B	Dates and Term
Appendix C	Professional Services Rates
Appendix D	EnvisionConnect Migration Project
Appendix E	Cross Connection Migration Project
Appendix F	Third Party Software
Appendix G	EnvisionConnect Public Portal Statement of Work
Appendix H	CERS Electronic Reporting Transition Plan

3. "Section 1. Definitions" is amended as follows:

Paragraph 1.4 is deleted and replaced with the following:

- 1.4 Decade Source Code. The term "Decade Source Code" shall mean a full source language statement of the programs owned by Decade used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are provided to Client under this Agreement. Decade Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties

Paragraph 1.9.1 is added as follows:

- 1.9.1 EnvisionConnect Public Portal. The term EnvisionConnect Public Portal shall mean the trade name for the software product used to manage the creation, completion, management, authentication and submittal of electronic forms via the Internet. eCompliance of San Francisco, California, has developed a software product used to manage the creation, completion, management, authentication and submittal of electronic forms ('Product'). eCompliance provides technical, operational, and training support services to best implement and use the Product ('Services'). Decade has acquired the rights to distribute the Product and Services in the United States. Client wishes to adapt the Product to work with the EnvisionConnect application used to manage activities of the client; to use Services to develop and implement a Product-based Portal; and to have Decade train Client staff and other stakeholders in the use of the Portal.

4. "Section 2. License" is amended as follows:

Paragraph 2.1 is deleted and replaced with the following:

2.1 Decade hereby grants to Client, and Client hereby accepts from Decade, subject to the terms and conditions of this Agreement, a revocable, non-transferable, non-sub licensable, and non-exclusive license ("License") to use the Licensed Materials solely for Clients own use. The License shall be restricted for use with one (1) production server database with a single set of master code tables.

Paragraph 2.3 is deleted and replaced with the following:

2.3 Client may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Decade, which Decade may, at its sole and unfettered discretion, grant or not grant.

5. "Section 4. Prices, Adjustment, and Taxes" is amended as follows:

Paragraph 4.8 is deleted and replaced with the following:

4.8 In no event shall the Client's total fiscal obligation under this Agreement exceed ONE MILLION EIGHT HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS (1,861,122).

6. "Section 5. Support Services" is amended as follows:

Paragraph 5.1 is deleted and replaced with the following:

5.1 Telephone Support Decade provides telephone support via a toll free number for Client's usability questions and/or problem resolution. Support is provided during Decade's regular business hours (8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and California State holidays excluded.) Issues can be reported 24-hours a day by the Internet, e-mail, fax or telephone. Decade supports both the applications developed in-house and the database backend on which these applications run

Holiday

New Year's Day
Birthday of Martin Luther King Jr
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Eve
Christmas Day

Paragraph 5.2 is deleted and replaced with the following:

5.2 Web-based Support All clients have 24-hour access to our web resources. This includes all system documentation, EnvisionConnect upgrade files, and quarterly “Did You Know?” newsletter of system workflows tips. Web resources allow clients to search Decade’s Knowledge Base of known EnvisionConnect issues and suggestions and instantly send issues to Decade technical support staff via an online support form.

Paragraph 5.9 is inserted with the following:

5.9 Modification of Support Services Decade may add to, or modify the services of sections 5.6 through 5.8.

7. “Section 6. Items not covered by this License and Support Fee” is amended as follows:

Paragraph 6.1 is deleted and replaced with the following:

6.1 The following services will be provided on a fee basis. Appendix A contains prices for license fees. Professional Service rates are identified in Appendix C.

Paragraph 6.2 is deleted and replaced with the following:

6.2 Support Initiated Outside Normal Working Hours Decade’s normal working hours are 8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and California State holidays excluded. If Client requires or initiates service outside these hours, Client will pay for such support at Decade’s prevailing rates.

Holiday

New Year’s Day
Birthday of Martin Luther King Jr
Presidents’ Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
The Friday after Thanksgiving
Christmas Eve
Christmas Day

8. “Section 7. Warranty and Limitation of Decade’s Liability” is deleted and replaced in its entirety with the following:

7. Warranty and Limitation of Decade’s Liability

- 7.1 Decade warrants that the Licensed Programs will perform substantially in accordance with its then-current Licensed Materials, at no additional cost to Client, provided that:
- 7.1.1 The Licensed Programs have not been modified, changed or altered by anyone other than Decade or as authorized by Decade in writing;
 - 7.1.2 Client is operating the then-current version of the Licensed Programs;
 - 7.1.3 Client's computer system is in good operating order and is installed in a suitable operating environment;
 - 7.1.4 Client's computer system configuration used in the operation of the Licensed Programs meets Decade's approved specifications as contained in Appendix G – EnvisionConnect Public Portal Statement of Work;
 - 7.1.5 The error or defect is not caused by Client or its agents, employees or contractors;
 - 7.1.6 Client promptly notifies Decade of the error or defect when it is discovered;
 - 7.1.7 All fees then due to Decade have been paid; and
 - 7.1.8 Client is not otherwise in breach of its obligations under this Agreement.

In such event, Decade shall use its commercially reasonable efforts to cause the Licensed Programs to perform substantially in accordance with its then-current Licensed Materials as soon as reasonably practicable under the circumstances.

- 7.2 If Client notifies Decade of such error or defect and, after investigation by Decade, Decade determines that such error or defect occurred as a result of Client not being in compliance with one or more of the reasons listed in Section 7.1 above, then Client shall reimburse Decade at Decade's then prevailing rates for all costs incurred in investigating such error or defect.

- 7.3 EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY DECADE TO CLIENT IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS AN EXPRESS LIMITATION OF LIABILITY, CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND DECADE'S ONLY OBLIGATIONS UNDER THE WARRANTIES SET FORTH ABOVE AND THIS AGREEMENT IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH DECADE'S THEN-CURRENT LICENSED

MATERIALS OR TO CORRECT THE THEN-CURRENT LICENSED MATERIALS.

- 7.3.1 The limitation of liability described in this Section 7.3 excludes damages arising from crimes, torts or intentional acts of Decade and their respective, employees, officers, or agents which result in personal injury, tangible property damage or death to any person. This exclusion shall not apply to any claims with respect to the licensed Program or the performance of Decade under this Agreement (except as they may result in personal injury, tangible property damage or death).
- 7.3.2 For the purposes of this limitation, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

7.4 DECADE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET CLIENT'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH CLIENT SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY DECADE.

7.5 Indemnity by Decade for Intellectual Property Infringement Claims
Except as otherwise provided, Decade, at its own expense, will defend, indemnify and hold Client harmless from any claim made or threatened or any suit or proceeding brought against Client insofar as it is based on an allegation that the EnvisionConnect software furnished by Decade under this Agreement infringes any copyright or patent in existence on the date the EnvisionConnect software was initially provided to Client, but only if Client does all of the following:

- 7.5.1 Notify Decade of that action in writing within a reasonable period of time (such that Decade suffers no prejudice to its rights)
- 7.5.2 Give Decade the right to control and direct the defense and settlement of that action;
- 7.5.3 Make no compromise, settlement, or admission of liability; and
- 7.5.4 Provide reasonable assistance and cooperates in the defense of that action at Decade's reasonable expense

Subject to the limitations set forth in this Section 7.5, Decade shall pay any resulting damages, costs and expenses finally awarded to a third party,

including, but not limited to, reasonable legal fees, incurred as a result of the EnvisionConnect software's infringement of a copyright or patent right. Decade will have no responsibility for the settlement of any claim, suit, or proceeding made by Client without Decade's prior written approval.

If the EnvisionConnect software is held to infringe, and the use of the EnvisionConnect software is enjoined, Decade, at its expense, will do one of the following:

- 7.5.5 Procure for Client the right to continue using the infringing or potentially infringing EnvisionConnect software;
- 7.5.6 Replace the infringing or potentially infringing EnvisionConnect software with non-infringing software; or
- 7.5.7 Modify the infringing or potentially infringing EnvisionConnect software so that it becomes non-infringing.

If none of the foregoing remedies are commercially feasible, Decade will return to Client the initial license fee actually paid by Client to Decade under this agreement, and upon such a return, any licenses granted to Client for the EnvisionConnect software shall terminate immediately.

This Section 7.5 sets forth the entire obligation of Decade, and Client's exclusive remedy, for the actual or alleged infringement by any software provided by Decade of any patent, copyright, trade secret or other intellectual property right of any person or entity.

7.6 Indemnification by Clients for Intellectual Property Infringement Claims

- 7.6.1 Client shall defend, indemnify, and hold Decade harmless, under the same terms and conditions and to the same extent as Decade's indemnification obligations pursuant to Section 7.5 from and against any and all claims asserted by a third party against Decade to the extent such a claim is based or alleges the infringement of that third party's intellectual property rights by (1) any modification of the EnvisionConnect software made by Client, or (2) derivative works made by Client.
- 7.6.2 Client acknowledges that the EnvisionConnect software is not designed, made or intended for any use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft control, communications or navigation, air traffic control, medical devices, nuclear applications, missile and defense systems that could lead directly to death, personal injury or severe physical or environmental damage ("Unintended Uses"). In the event any of Client's products incorporating any Licensed Material is used for any Unintended Uses, Client shall indemnify and hold Decade and its suppliers, successors and assigns harmless from any claims, losses, costs,

damages, expenses or liability arising out of or in connection with any such Unintended Uses.

7.7 General Indemnification

7.7.1 Decade shall hold harmless, defend and indemnify Client and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses (except for claims pertaining to infringement of intellectual property rights, which are separately provided for above) including attorney fees brought by any third party, arising out of any breach of the Agreement by Decade, caused in whole or in part by any negligent act or omission of Decade, anyone employed by Decade or anyone for whose acts Decade may be liable, except to the extent caused by the negligence, omission, or willful misconduct of, or resulting from work performed by or at the direction of, the Client, its employees, agents, consultants or subcontractors. However, Decade is not obligated to hold harmless, defend or indemnify Client unless Client does all of the following:

- 7.7.1.1 Notify Decade of the claims, damages, losses and/or expenses in writing within a reasonable period of time, such that Decade suffers no prejudice to its rights;
- 7.7.1.2 Give Decade the right to control and direct the defense and settlement of that action;
- 7.7.1.3 Make no compromise, settlement or admission of liability; and
- 7.7.1.4 Provide reasonable assistance and cooperates in the defense of that action.

7.8 Decade's obligations as stated in this section will not apply to any claim, suit or proceeding to the extent it is based on any of the following:

- 7.8.1 Any modification of the EnvisionConnect software other than by Decade, or the combination of the software with non-Decade software or any hardware that fails to comply with the EnvisionConnect hardware and software requirements;
- 7.8.2 Client's use of other than the latest release of the EnvisionConnect software if Client is informed that a claim, suit or proceeding can be avoided by use of the latest release;
- 7.8.3 Any use of the EnvisionConnect software not authorized by this Agreement; or
- 7.8.4 Any modification or derivative work made by Decade based on Client's instructions, designs or specifications.

7.9 DECADE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY CLIENT AS A CONSEQUENCE OF THE USE OR PERFORMANCE OF THE

LICENSED PROGRAMS OR OTHERWISE, EVEN IF DECADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, DECADE SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO CLIENT IN AN AMOUNT EXCEEDING THE SUM OF THE INITIAL LICENSE FEE ACTUALLY PAID BY CLIENT TO DECADE UNDER THIS AGREEMENT, WHETHER ARISING AS A RESULT OF: (A) ANY BREACH OF THIS AGREEMENT BY DECADE; (B) ANY ACT OR FAILURE TO ACT OF DECADE; OR (C) ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF DECADE HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. CLIENT AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST DECADE BASED ON ANY THEORY OF STRICT LIABILITY.

9. "Section 8. Client Responsibilities" is deleted and replaced in its entirety with the following:
 8. Client Responsibilities
Client is responsible for the following:
 - 8.1 Timely payment of Decade invoices.
 - 8.2 Implementing and using a test system to install new Versions of the Software prior to installing said new Versions in a production environment.
 - 8.3 Providing appropriate operating environment for Client's computer system, Client employees, and Decade staff when at Client location.
 - 8.4 Scheduled training to properly prepare Client's staff to use Licensed Programs.
 - 8.5 Backing up files and Licensed Programs daily, or whenever they change, and keeping them in a secure place.
 - 8.6 Notifying Decade of a problem as soon it appears

10. "Section 10. Early Termination" is deleted and replaced in its entirety with the following:
 10. Early Termination
 - 10.1 Either party may terminate this Agreement for a material breach of this Agreement, provided that the party in default has not cured or corrected such breach within thirty (30) days of receiving notice of such breach from the non-breaching party. Such termination may be in addition to any other rights and remedies the terminating party may have at law or in equity.
 - 10.2 This Agreement may be terminated by either party at any time without a requirement of good cause upon one-hundred-eighty (180) days' written notice of intent to terminate to the other party. Termination may be delayed beyond the one-hundred-eighty (180)

days by mutual consent and renewable ninety (90) day's prior written notice(s) of a request(s) to delay termination.

11. "Section 11. Actions Upon Termination" is deleted and replaced in its entirety with the following:
 11. Actions Upon Termination
 - 11.1 Client will cease using Licensed Materials immediately upon termination.
 - 11.2 Within thirty (30) days after termination for any reason, Client will furnish Decade an affidavit certifying that the original and all copies, in whole or in part, of the Licensed Materials have been returned to Decade or destroyed by Client.
 - 11.3 Client will pay all amounts due Decade.
12. "Section 12. Decade Staff" is inserted as follows:
 12. Decade Staff
 - 12.1 Client shall not attempt to hire any current or former Decade staff member without prior written consent from Decade.
13. "Section 13. Access to Client Systems" is renumbered as "Section 13. Access to Client Systems" and is deleted and replaced in its entirety with the following:
 13. Access to Client Systems
 - 13.1 Client agrees to install such telephone lines, communications software, and communications equipment necessary to allow remote access to Client's computer system. This access will be used to provide technical support and problem resolution. Client shall install its own security measures to prevent unauthorized access. Client shall be responsible for all expenses associated with obtaining and installing such telephone lines and communication equipment. Decade shall provide Client with the appropriate communication software at no additional cost. In the event Decade has to access Client's system remotely, Client shall reimburse Decade for the cost of the telephone call.
14. "Section 13. Notice" is renumbered as "Section 14. Notice" and is deleted and replaced in its entirety with the following:
 14. Notice
 - 14.1 Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Decade:
Attention: Kevin Delaney
1195 West Shaw
Fresno, CA 93711

Phone: 800-233-9847 ext 703
Fax: 559-271-2892
E-mail: kevindelaney@decadesoftware.com

For Client:
Lorraine Lew-White
Health Services Manager
2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403

Phone: (650) 372-6223
Fax: (650) 627-8244
E-mail: llew@co.sanmateo.ca.us

15. "Section 14. Non-Discrimination and Other Requirements" is renumbered as "Section 15. Non Discrimination and Other Requirements" and corresponding paragraphs numbered sequentially:
16. "Section 15. Compliance with San Mateo County Employee Jury Service Ordinance" is renumbered as "Section 16. Compliance with San Mateo County Employee Jury Service Ordinance".
17. "Section 16. General" is renumbered as "Section 17. General" and deleted and replaced in its entirety with the following:
 17. General
 - 17.1 Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.
 - 17.2 Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.
 - 17.3 This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Redwood City, California.
 - 17.4 This Agreement replaces all other prior agreements, orally or in writing, relating to the subject matter contained herein, including any made by other parties such as distributors, consultants, dealers or resellers. This Agreement can only be modified in writing as

approved by authorized signatories of both parties.

17.5 This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.

18. Appendix A, Section A.4 Five Year Contract Costs is deleted and replaced in its entirety with the following:

A.4 Ten Year Contract Costs

June 2007 – May 2017

FY 2006-07	EnvisionConnect License and Support	7,188
(1 month)	Envision Press Agent License and Support	1,042
	EnvisionConnect HHW Appt Scheduler	147
	Remote License and Support @12 users	<u>600</u>
	Total	8,977
FY 2007-08	EnvisionConnect License and Support	86,255
	Envision Press Agent License and Support	12,500
	EnvisionConnect HHW Appt Scheduler	1,764
	Remote License and Support @13 users	7,800
	misc training, specialized reports etc	<u>3,000</u>
	Total	111,319
FY 2008-09	EnvisionConnect License and Support	86,255
	Envision Press Agent License and Support	12,500
	EnvisionConnect HHW Appt Scheduler	1,764
	Remote License and Support @26 users	15,600
	misc training, specialized reports etc	3,000
	CPI Price Increase	5,806
	2 day onsite training	2,800
	Travel	560
	EnvisionConnect Migration Project	7,440
	XC2 Migration - Amendment#1	15,120
	Misc reports related to XC2 Migration - Amendment#1	<u>9,880</u>
	Total	160,725
FY 2009-10	Envision Connect License and Support	86,255
	Envision Press Agent License and Support	12,500
	Envision Connect HHW Appt Scheduler	1,764
	Remote License and Support @26 users	15,600
	misc training, specialized reports etc	3,000
	CPI Price Increase	<u>6,046</u>
	Total	125,165
FY 2010-11	EnvisionConnect License and Support	86,255
	Envision Press Agent License and Support	12,500
	EnvisionConnect HHW Appt Scheduler	1,764

	misc training, specialized reports etc	3,000
	CPI Price Increase	<u>6,368</u>
	Total	109,887
FY 2011-12	EnvisionConnect License and Support	87,230
	Envision Press Agent License and Support	12,644
	EnvisionConnect HHW Appt Scheduler	1,784
	misc training, specialized reports etc	3,000
	EnvisionConnect Portal Setup	60,000
	EnvisionConnect Portal Training	5,000
	EnvisionConnect Portal License and Support	80,000
	CERS Project	<u>34,750</u>
	Total	284,408
FY 2012-13	EnvisionConnect License and Support	97,949
	Envision Press Agent License and Support	14,184
	EnvisionConnect HHW Appt Scheduler	2,003
	EnvisionConnect Portal License and Support	80,000
	misc training, specialized reports etc	3000
	Remote License and Support @ 8 users	<u>5,040</u>
	Total	202,176
FY 2013-14	EnvisionConnect License and Support	97,949
	Envision Press Agent License and Support	14,184
	EnvisionConnect HHW Appt Scheduler	2,003
	EnvisionConnect Portal License and Support	80,000
	misc training, specialized reports etc	3000
	Remote License and Support @ 20 users	<u>12,600</u>
	Total	209,736
FY 2014-15	EnvisionConnect License and Support	97,949
	Envision Press Agent License and Support	14,184
	EnvisionConnect HHW Appt Scheduler	2,003
	EnvisionConnect Portal License and Support	80,000
	misc training, specialized reports etc	3000
	Remote License and Support @40 users	<u>25,200</u>
	Total	222,336
FY 2015-16	EnvisionConnect License and Support	97,949
	Envision Press Agent License and Support	14,184
	EnvisionConnect HHW Appt Scheduler	2,003
	EnvisionConnect Portal License and Support	80,000
	misc training, specialized reports etc	3000
	Remote License and Support @40 users	<u>25,200</u>
	Total	222,336

FY 2016-17	EnvisionConnect License and Support	89,786
11 months	Envision Press Agent License and Support	13,002
	EnvisionConnect HHW Appt Scheduler	1,836
	EnvisionConnect Portal License and Support	73,333
	misc training, specialized reports etc	3000
	Remote License and Support @40 users	<u>23,100.00</u>
	Total	202,958

Contract Total: 1,861,122

19. Appendix A, Section A.5 Payment Schedule is deleted and replaced in its entirety with the following:

License and Support Fees

Payment Percentage:

100 percent Due Monthly

EnvisionConnect Portal Payment Schedule

Payment	Milestone
50 % of Setup	At delivery of fully executed Amendment to existing contract
25% of Setup	Release of standard, non-tailored Portal site to Client for configuration and setup, training, and familiarization
25% of Setup	Upon go-live status of Public Portal Customization
100% of Training	Upon completion of Onsite Training
100% of License Fee	To be invoiced Monthly beginning the month Go-Live is reached

All invoices are payable net thirty (30) days.

20. Appendix B. Date and Term is deleted and replaced in its entirety with the following:

This Agreement shall become effective as specified below ("Effective Date") or when Decade provides the Licensed Programs or services hereunder, whichever is earlier.

The month and day of the Effective Date shall determine the anniversary date (hereinafter "Anniversary Date")

This Agreement shall have a term of ten (10) years, 06/01/2007 to 05/31/2017.

Milestone Summary

Milestone	Date
Effective Date	06/01/2007
Anniversary Date	06/01/2007
Agreement Term Begins	06/01/2007
Agreement Term Ends	05/31/2017

21. Appendix F. Third Party Software is incorporated herein as Appendix F Third Party Software.

22. Appendix G. EnvisionConnect Public Portal Statement of Work is incorporated herein as Appendix G EnvisionConnect Public Portal Statement of Work.
23. Appendix H. CERS Electronic Reporting Transition Plan is incorporated herein as Appendix H CERS Electronic Reporting Transition Plan
24. **All other terms and conditions of the agreement dated May 15, 2007, including the subsequent Amendment 1 to the Agreement between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DECADE SOFTWARE COMPANY, LLC



Contractor's Signature

Date: 7-19-2011

Appendix F - Third Party Software

A.1 SAP Crystal Reports

Crystal Reports is a database report designer and viewer owned by SAP. Decade utilizes Crystal Reports to design “canned” and custom reports that are later distributed with the Licensed Materials. The Licensed Materials includes a server-side report generation component. This is allowed under section 4.2.5 of the Crystal Reports Standard, Professional, and Developer License Agreement. Use of the server-side report generation component within the Licensed Materials is subject to the following terms:

- A.1.1 Client agrees not to modify, disassemble, decompile, translate, adapt, or reverse-engineer the Runtime Product or the report file (.RPT) format;
- A.1.2 Client agrees not to distribute the Runtime Product to any third party;
- A.1.3 Client agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP product offerings;
- A.1.4 Client agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;
- A.1.5 Client agrees not to use the Runtime Product on a rental or timesharing basis, or to operate a service bureau facility for the benefit of third-parties;
- A.1.6 SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.



Decade Software Company, LLC

EnvisionConnect Public Portal Statement of Work

Appendix G

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This document represents a Statement of Work ('SOW') that outlines the work involved in a successful EnvisionConnect Public Portal ('Portal') implementation. Implementation is defined as the process of software installation, configuration, training and acceptance. All pricing, related terms and conditions, and maintenance and support are found in the associated contract between Decade Software Company, LLC and San Mateo County Environmental Health Division, entitled License and Support Agreement – Resolution Number 68702, approved May 15, 2007 and it's amendments. ('Agreement').

1. Project Overview

San Mateo County Environmental Health Division ('Client') will implement the Portal to improve customer service, reduce administrative costs, streamline communication and meet compliance regulations.

The Portal is a Macintosh- Safari-, Firefox- and Internet Explorer-browser compatible, browser-based front end that provides an infrastructure for receiving, publishing and archiving Client data and integrates seamlessly with Client's existing EnvisionConnect data management system. For example:

The authorized facility staff member may login into the portal and retrieve their current business plan data. They may make revisions by updating the current plan and submit by clicking on the appropriate button. (If no changes are needed, they simply resubmit the same package.) The user is presented with a page that shows the differences between the old and new submittal to review any changes.

The Portal e-mails Client staff notifying them of the submission.

Client staff can use the Portal to e-mail the facility user a rejection message with the required changes needed for a successful resubmission. Once the submission is approved, the changes are then migrated back to EnvisionConnect and EnvisionConnect is then updated.

Changes made by Client staff to EnvisionConnect facility records within the realm of the Business Plan and are automatically available via the Portal to the authorized users (be it Client staff, approved consultants, or regulated business staff).

2. Server Hardware Requirements

Below is a recommended configuration for an enterprise deployment.

Dell Equivalent

PowerEdge R610
12GB Memory (6x2GB), 1066MHz Dual Ranked RDIMMs for 2 Processors
Embedded Broadcom, GB Ethernet NICS with TOE
X5560 Xeon Processor, 2.8GHz 8M Cache, 6.40 GT/s QPI, TurboHT
PowerEdge R610 Heat Sinks for 2 Processors
X5560 Xeon Processor, 2.8GHz 8M Cache, Turbo, HT, 1333MHz Max Mem
HD Multi-Select
PERC H700 Integrated RAID Controller, 512MB Cache
RAID 1 for H700, PERC 6/i, H200 or SAS 6/iR Controllers
DVD+/-RW, SATA, INTERNAL

Operating System

Recommended Linux Fedora Core 9
Most flavors of Windows and Linux supported

Server Software

Implementation will include the installation/configuration of the following:

Apache HTTP Server
Apache Tomcat
PostgreSQL

Technical Framework

The Portal does not have a fixed data schema and it does not store data in a relational database structure. Instead, it has no predefined schema and it stores data as metadata. A metadata metamodel allows for a fully customized, scalable, and extendible data structure. Second, the Portal does not contain a fixed business logic or application layer. Every metadata element is associated with XML tags in the Portal namespace. The database therefore acts as an XML registry where new forms can be defined, field elements can be added and deleted, and the visual display of any form can be enhanced without the need for any additional programming and without the need to modify the core database structure.

3. Project Deliverables

3.1. Portal System Deliverables

The following Portal features will be delivered as part of the scope of this project:

- Online Form Submission
 - Provides authorized regulated facility personnel the ability to update a previously submitted and approved plan
 - Provides form-centric help via links established on data entry pages that launch help pages that are designed by Client for complete instructions on form submission

- Provides an interface where business owners can grant access to consultants. Consultants can also complete a “Login Request Form” and request access from the Client. The consultant must upload an authorization letter from the Business Owner showing that the business owner approves the Consultant’s request.
 - Consultants can use the same password for more than one account
- E-mail Routing and Notification
- Submission Comparison and Review
- Reports
 - Individual Client- or business-initiated print-outs of:
 - Business Activities
 - Business Owner/Operator Identification
 - Operating Permit Application – Facility Information
 - Operating Permit Application – Tank Information
 - Certification of Installation/Modification
 - Monitoring Plan
 - Recyclable Materials Report
 - Hazardous Materials Inventory – Chemical Description
 - Onsite Hazardous Waste Treatment Notification – Facility Page
 - Onsite Hazardous Waste Treatment Notification – Unit Page
 - Conditionally Exempt Small Quantity Treatment (CESQT)
 - Conditionally Exempt – Specified Wastestreams (CESW) Page
 - Conditionally Authorized (CA) Page
 - Permit By Rule Page
 - Conditionally Exempt – Limited (CEL) Page
 - Certification of Financial Assurance
 - Remote Waste Consolidation Site Annual Notification
 - Hazardous Waste Tank Closure Certification
 - Emergency Response Plan
 - Employee Training Program
 - Submission Summary. The Client can define and print a Submission Summary report that the business can also print out after the submission has been approved. This ‘BEP Summary’ can contain the approval date, next renewal date, BEP summary information and even invoicing information.
 - Site maps
- Integration with EnvisionConnect
 - Existing EnvisionConnect Business Plan records are available to the Portal without additional data entry.
 - Client is required to key in new Owner, Facility, General Health Program, Business Plan and Permit records for each regulated facility subject to Business Plan regulations.
 - Regulated business owners are, once authorization is provided, to key in chemical inventory records.
 - Upload Digital Images and Documents
 - Digital images includes site maps, in such formats as PDF, JPEGS
 - Includes the ability to upload all site maps and link them to their facility information

3.2. Licensed Products

Client is licensed to utilize the Portal for the checked features and forms:

		Environmental Health Forms:
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Complaints ▪ Service Requests ▪ Plan Reviews ▪ Applications for Permit
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Cross Connection
<input checked="" type="checkbox"/>		CUPA Forms
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Business Activities • Business Owner/Operator Identification • UST Operating Permit Application – Facility Information • UST Operating Permit Application – Tank Information • UST Certification of Installation/Modification • UST Monitoring Plan • Recyclable Materials Report • Hazardous Materials Inventory – Chemical Description • Onsite Hazardous Waste Treatment Notification – Facility Page • Onsite Hazardous Waste Treatment Notification – Unit Page • Conditionally Exempt Small Quantity Treatment (CESQT) • Conditionally Exempt – Specified Wastestreams (CESW) Page • Conditionally Authorized (CA) Page • Permit By Rule Page • Conditionally Exempt – Limited (CEL) Page • Certification of Financial Assurance • Remote Waste Consolidation Site Annual Notification • Hazardous Waste Tank Closure Certification • Emergency Response Plan • Employee Training Program
<input type="checkbox"/>		Public Disclosure Forms:
		<ul style="list-style-type: none"> • Not included in the scope of this project.
		Online Fee Payment
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ▪ Online Posting of Invoices from System ▪ Payment Processing through Client's Merchant Bank ▪ Update System Invoice Record with Posted Payments
		Use on Remote Field Hardware
<input type="checkbox"/>		<ul style="list-style-type: none"> • Internet-independent data access on laptop computers (2) • Daily synchronization of data from server

3.3. Portal Server Deployment

Agency- Hosted Server:



Client will provide and maintain all server hardware and Operating System software required for the Portal. Client will provide Decade with remote access to the server for routine application maintenance.

Decade-Hosted Server:



Decade will host the Client's server and provide all hardware and software maintenance services required for the Portal. Data back-up services will also be provided.

3.4. Decade Service Deliverables

Decade will provide the following services both onsite and remotely:

- Project Management
- Project Plan
- Training
- Acceptance Sign-Off Documents
- Configure Web Server

3.5. Client Project Deliverables

- Project Team
- Onsite workspace for Decade Project Team
- Required Hardware and Network Infrastructure
- Required Network Access
- Training Facility – office space sufficient to conduct training for the intended number of students
- Current paper-based Forms/Applications

4. Project Scope

4.1. Remote Project Kick-Off Meeting

The Portal implementation will commence with a remote Project Kick-off Meeting. During this introductory conference call the following will occur:

- Introduce Project Team Members
- Review Services and Procedures to ensure understanding of duties, roles, responsibilities

4.2. Project Plan

The table below outlines the high-level tasks involved in a successful EnvisionConnect Public Portal implementation. This serves as a starting point and will be refined as the project commences and delivered to the Client as a formal project plan in the form of a project backlog list of tasks. The items in *red italics* can be done concurrently. Task 1-4 can be accomplished before contract signing.

Task #	Task	Estimated Duration	Responsible Resource	Project Implementation Order	Total Elapsed Time
1.	<i>Install and Configure Software Components</i>	<i>2 Weeks</i>	<i>Decade</i>	<i>2</i>	
2.	<i>Portal Server to EnvisionConnect Server Networking Services</i>	<i>2 Weeks</i>	<i>Client and Decade</i>	<i>2</i>	
3.	<i>Server URL, DNS and SSL Configuration</i>	<i>1 Week</i>	<i>Client and Decade</i>	<i>2</i>	<i>3 Weeks</i>
4.	Create Portal Submission Forms, including the step of determining the fields Client requires for data entry	3 Weeks	Client and Decade	3	6 Weeks
5.	Data Transformation services with EnvisionConnect Server and Databases	1 Week	Client and Decade	4	7 Weeks
6.	<i>Define Client Roles and Privileges</i>	<i>2 Weeks</i>	<i>Client and Decade</i>	<i>5</i>	
7.	<i>Submission Review Criteria</i>	<i>2 Weeks</i>	<i>Client and Decade</i>	<i>5</i>	
8.	<i>Email Notifications</i>	<i>2 Weeks</i>	<i>Client and Decade</i>	<i>5</i>	<i>9 Weeks</i>
9.	Beta Test (By public users) (Portal is functional by this time) (Recommended to have their beta testers lined up ahead of time to reduce the duration needed for testing.)	3 Weeks (Could be cut down to 1 week if beta testers were ready to test ahead of time)	Client and Decade	6	12 Weeks
10.	<i>Final Server Configuration; External Firewalls and Security Policies; Database backup procedures</i>	<i>1 Week</i>	<i>Client and Decade</i>	<i>7</i>	
11.	<i>Training</i>	<i>1 Week</i>	<i>Client and Decade</i>	<i>7</i>	<i>13 Weeks</i>
12.	Go Live				

4.3. Custom Form Development

Decade will provide form customization services for Client. Decade will provide Client with a Custom Form Request (CFR), as provided in **Exhibit A**, to detail the requirements for each form. Client will approve the CFR specification prior to creation of the form. Changes made after the CFR has been signed and accepted, will be billable at the professional service hourly rates outlined in Agreement, **Appendix C**. Customization is defined as designing, creating, documenting, testing and delivering a form.

4.4. Portal Training

Portal training is delivered onsite and remotely. Remote training is conducted over the Internet using Web conferencing tools and telephone services. Prior to each training session, Decade will deliver a training agenda to Client.

Two (2) training sessions will be provided to the regulated business community. The Client is responsible for providing the training facility and notifying the regulated business community of the two (2) training events prior to their occurrence.

Training schedules will be coordinated with Client. Decade requires a month's prior notice to ensure trainer availability.

4.5. Go Live

Upon completion of validation and acceptance testing, the Client will be ready to 'go live' with the Portal in a production environment. 'Go live' is defined as the point in time when the Client data is used for production purposes. Decade will consider the Client in a state of 'go live', or when the Portal is functioning uninterrupted in production for ten (10) consecutive business days, before transitioning to support status.

5. Project Teams

Successful completion of this project will require ongoing communication and coordination between Decade and Client Project Teams. The following tables list a high-level description of the roles and responsibilities of the key staff from both teams that will be working together on the completion of the System implementation.

5.1. Decade Project Team

Role	Name	Responsibilities
Portal Implementation Specialist(s)		<ul style="list-style-type: none"> ▪ Directly coordinate with Client Project Manager. ▪ Manage project resources and deliverables. ▪ Schedule and attend all onsite activities. ▪ Oversee Portal setup and configuration. ▪ Conduct needs analysis and configuration efforts. ▪ Schedule and attend remote status meetings. ▪ Deliver training.

5.2. Client Project Team

Team Members	Roles and Responsibilities
	<ul style="list-style-type: none"> • Develop, monitor, and maintain detailed project schedule for the portal project • Ensure that the project meets its objectives and stays on schedule • Ensure that all the project tasks and deliverables remain on track

Team Members	Roles and Responsibilities
	<ul style="list-style-type: none"> • Communicate and maintain project progress on meetings and status reports • Advocate for the project with internal and external stakeholders • Convene and document meetings needed to accomplish the project • Develop public information and notification
	<ul style="list-style-type: none"> • Manage the design and implementation of the portal forms • Serve as liaison with vendor on implementing portal • Manage the design and implementation of the integration of the portal with Envision • Coordinate with all affected agencies • Serve as technical advisor to EH programs and portal users • Manage testing protocols and testing processes
	<ul style="list-style-type: none"> • Coordinate and lead on technical requirements related to security and the county firewall • Design and implement the integration of the portal with Envision • Troubleshooting system malfunctions and coordinate resolutions to malfunctions and connectivity issues • Support the design and implementation of the portal forms

6. Progress Reporting and Communications

The completion of this project will require continual communication between Decade and Client staff. Decade shall track, document, and communicate project status to the Client on a regular basis.

6.1. Status Meetings and Status Reports

Weekly meetings will be lead by the Portal Implementation Specialist. These are brief meetings during which each team's progress is explained, upcoming work is described, and impediments are raised.

In the event of project delays, the cause of delay will be identified via email to all team members. Project delays are defined as any circumstance or lack of action from either party that would cause a delay in the project of more than one (1) week

6.2. Additional Service Requests

Project changes that impact the cost or the method of implementation will be managed through documented Professional Service Requests (PSR). A PSR will be delivered to Client when there is a request for additional project services that will potentially result in additional fees. See **Exhibit C** for an example.

PSRs can be initiated by Decade or by the Client. The initiator of the PSR will document the relevant information on the PSR. The following PSR processes will occur:

- Decade delivers PSR to client
- Client accepts with written approval within ten (10) days of receipt
- Decade delivers price proposal upon acceptance

Exhibit A – Custom Form Request (CFR)

The Custom Form Request is required of the Client for any change desired by Client of a data entry form of the Public Portal.

Client Agency Name

Custom Portal Form Request: *Project Number*

Basis: Business Owner Operator Webpage for Public Use

Decade Software Company, LLC

Version 1.1

Revision History

Date	Document Revision	Description	Author
09/08/08	1.0	Created Initial Document	SFV
2/26/09	1.1	Updated Document	Stephen Lee-Thomas

1. Overview

This document will help you convey specifications for a new custom forms. The custom form process has three milestones:

- Complete and approve Customized Form Request (this document).
- Design and deliver custom form.
- Customer acceptance.

Unless otherwise specified the form will be delivered in a version consistent with the most recent release of EnvisionConnect.

2. General Information

2.1. Definitions

The following acronyms and words are used in this document.

Client – Client

DSC – Acronym for the Decade Software Company, LLC.

2.2. Involved Parties

The following involved parties will serve as contacts between Client and Decade Software Company, LLC.

Name / Title	Phone	Email
<i>Implementation Specialist</i>	800- 233-9847 x	@decadesoftware.com
Bijan Fouladi	415-437-3979	fouladi@ecompliance.net

3. Requirements

3.1. Description

This form is the web interface that the public will use to complete the Business Owner/Operator Identification page (OES Form 2730) as part of the California CUPA Hazardous Materials Business Plan. The form in Appendix A is the standard form that other agencies use. It is important to understand that several of the fields on this form are important to the functionality of EnvisionConnect. This form has been designed to allow for ease of data entry by the end user as well as integration into the EnvisionConnect database.

Some, but not all of the fields on this form may be omitted if they are not used by your agency. Please see section 3.2 for instructions on adding or omitting fields to the example form in Appendix A.

3.2. Form Mock-ups

A Decade form example can be found in Appendix A. To facilitate customizations, you should print several copies of the form and notate the changes directly on the printout. The copies with the revisions should be faxed to both the Implementation Specialist's and the Portal Implementation Specialist's offices.

Some of the fields on the form in **Appendix A** are required. As an agency you can also decide if you would like to have additional required fields. Please note which fields you would like to have required.

On your mock-up be sure to include where you would like your agency logo as well as your agency's demographic information.

Your agency can also choose a background color for the form. If you do not choose a background color it will be set to white.

3.3. Database Tables and Fields

This form will use the standard tables and fields found on form. If your agency has added any user-defined fields please list them here.

Form Field Name	EnvisionConnect Table and Field Name
Facility ID Number	TB_CORE_FACILITY.FACILITY_ID
Business Name	TB_CORE_FACILITY.FACILITY_NAME
Year Beginning	TB_HAZMAT_EMERG_RESP_PLAN.YEAR_BEGINNING
Year Ending	TB_HAZMAT_EMERG_RESP_PLAN.YEAR_ENDING
Business Phone	TB_CORE_FACILITY.PHONE AND TB_CORE_FACILITY.EXT
Site Address	TB_CORE_FACILITY.STREET_NUMBER AND TB_CORE_FACILITY.STREET_DIRECTION AND TB_CORE_FACILITY.STREET_NAME AND TB_CORE_FACILITY.STREET_TYPE AND TB_CORE_FACILITY.STREET_UNIT
Business City	TB_CORE_FACILITY.CITY
Business Zip	TB_CORE_FACILITY.ZIP
Dun & Bradstreet	TB_HAZMAT_EMERG_RESP_PLAN.DUN_BRADSTREET
SIC Code	TB_CORE_FACILITY.SIC_CODE
County	CD_AGENCY_INFORMATION.COUNTY_ID
(Business) Operator Name	TB_CORE_FACILITY.MCAREOF
(Business) Operator Phone	TB_CORE_FACILITY.SECOND_PHONE AND TB_CORE_FACILITY.EXT
(Business) Owner Name	TB_CORE_OWNER.NAME
(Business) Owner Phone	TB_CORE_OWNER.WPHONE AND TB_CORE_OWNER.WEXT
(Business) Owner Mailing Address	TB_CORE_OWNER.STREET_NUM AND TB_CORE_OWNER.STREET_DIRECTION AND

Form Field Name	EnvisionConnect Table and Field Name
	TB_CORE_OWNER.STREET_NAME AND TB_CORE_OWNER.STREET_DIRECTION AND TB_CORE_OWNER.STREET_UNIT
(Business) Owner City	TB_CORE_OWNER.CITY
(Business) Owner State	TB_CORE_OWNER.STATE
(Business) Owner Zip	TB_CORE_OWNER.ZIP
Environmental Contact Name	TB_HAZMAT_EMERG_RESP_PLAN.ENVIRONMENTAL_CONT ACT
Environmental Contact Phone	TB_HAZMAT_EMERG_RESP_PLAN.ENVIRONMENTAL_PHONE
Environmental Contact Street Address	TB_HAZMAT_EMERG_RESP_PLAN.ENVIRONMENTAL_ADDR
Environmental Contact City	TB_HAZMAT_EMERG_RESP_PLAN.ENVIRONMENTAL_CITY
Environmental Contact State	TB_HAZMAT_EMERG_RESP_PLAN.ENVIRONMENTAL_STATE
Environmental Contact Zip	TB_HAZMAT_EMERG_RESP_PLAN.ENVIRONMENTAL_ZIP
Primary Emergency Contact Name	TB_HAZMAT_EMERG_RESP_PLAN.PRIM_EMERG_CONTACT
Primary Emergency Contact Title	TB_HAZMAT_EMERG_RESP_PLAN.PRIM_EMERG_TITLE
Primary Emergency Contact Business Phone	TB_HAZMAT_EMERG_RESP_PLAN.PRIM_EMERG_PHONE
Primary Emergency Contact 24-Hour Phone	TB_HAZMAT_EMERG_RESP_PLAN.PRIM_EMERG_24PHONE

3.4. Miscellaneous

The following field changes can be made to the base form:

- Form background color
- Removal of non-required fields in EnvisionConnect
- Placement of agency logo
- Placement of Agency demographic information

- Using Cascading Style Sheets can be used to maintain formatting consistent with your agency's current website.

Acceptance of Specifications

Your signature in this section signifies that you have read and agree with the specifications that have been developed.

The Client has 10 business days, from the time that form specifications are delivered, to review the specifications.

If the Client finds deficiencies in the specifications, they must contact Decade Software Company for correction as soon as those deficiencies are noted.

If after 10 business days, no Client signature is received, the specifications in this document will be considered accepted and development of your form will begin. Changes after that point will significantly influence the scope and timely completion of your form.

3.5. Client

Client Representative

Date Approved

Job Title:

Agency or Division:

Phone:

E-mail:

No Client signature received by [00/00/00].

 Faxed to Client

Specifications considered accepted and development will begin.

This is 10 business days after submission to the Client on *[00/00/00].

Appendix A

Decade Form Examples and Mock-ups

Decade Form Examples

The following Decade form can be used as examples to start the customization project.

Decade Form Name	Form Function
Online Business Owner/Operator Form	Capture information from the public about the Business Owner/Operators that are related to the agency's jurisdiction.

Online Form - Business Owner Operator - Mozilla Firefox

File Edit View History Bookmarks Tools Help

Business Owner Operator

Asterisks (*) indicate required fields. Help is available by clicking on the highlighted field label.

I. IDENTIFICATION

Facility ID#* FA0280911
Business Name* FRESNO CUIPA TEST FACILITY
Site Address* 1221 FULTON MALL
FRESNO CA 93721

Beginning Date* [] Ending Date []
Business Phone* [] Business Fax []
Dun & Bradstreet [] Primary SIC [] Primary NAICS []
Business Operator Name* [] Business Operator Phone* []

II. MAILING INFORMATION

Care Of* []
Mailing Address* []
City* [] State* [] Zip Code* []
Country []

III. BUSINESS OWNER

Is the Owner incorrect or has it changed? Notify your agency by completing a Suggestion/ Comment Form.

Owner Name* [] Owner Phone* []
Number* [] Street* []
City* [] State* [] Zip Code* []

IV. ENVIRONMENTAL CONTACT

Contact Name* [] Contact Phone* [] Ext []
Contact Mailing Address* [] Email* []
City* [] State* [] Zip Code* []

V. EMERGENCY CONTACTS

-Primary-	-Secondary-
Name* []	Name* []
Title* []	Secondary Emergency Contact Title* []
Business Phone* []	Business Phone* []
Ext []	Ext []
24-Hour Phone* []	24-Hour Phone* []
Pager # []	Pager # []

VI. CERTIFICATION

Certification Based on my inquiry of those individuals responsible for obtaining the information, I certify under penalty of law that I have personally examined and am familiar with the information submitted and believe that the information is true, accurate and complete.

Package Preparer* [] Certification Date* []
Document Signer* [] Title of Signer* []

Done

Exhibit B – Portal Online Web Forms

The forms on the following pages will be used to provide a data entry experience for the regulated business or their designee. In addition, the forms will be used for the printing of PDF documents for hardcopy purposes by either the regulated facility or the Client.

Client will be provided with a tool and training for making minor modifications. Modifications brought about by changes in regulation are included in the monthly licensing and support fees.

Business Activities

UNIFIED PROGRAM CONSOLIDATED FORM FACILITY INFORMATION BUSINESS ACTIVITIES			
			Page 1 of _____
I. FACILITY IDENTIFICATION			
FACILITY ID # (Agency Use Only)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	1	EPA ID # (Hazardous Waste Only)
BUSINESS NAME (Same as Facility Name of DBA-Doing Business As)			3
BUSINESS SITE ADDRESS			103
BUSINESS SITE CITY		104	CA ZIP CODE 105
II. ACTIVITIES DECLARATION			
NOTE: If you check YES to any part of this list, please submit the Business Owner/Operator Identification page.			
Does your facility...		If Yes, please complete these pages of the UPCF....	
A. HAZARDOUS MATERIALS			
Have on site (for any purpose) at any one time, hazardous materials at or above 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet for compressed gases (include liquids in ASTs and USTs); or the applicable Federal threshold quantity for an extremely hazardous substance specified in 40 CFR Part 355, Appendix A or B; or handle radiological materials in quantities for which an emergency plan is required pursuant to 10 CFR Parts 30, 40 or 70?		<input type="checkbox"/> YES <input type="checkbox"/> NO 4	HAZARDOUS MATERIALS INVENTORY – CHEMICAL DESCRIPTION
B. REGULATED SUBSTANCES			
Have Regulated Substances stored onsite in quantities greater than the threshold quantities established by the California Accidental Release prevention Program (CalARP)?		<input type="checkbox"/> YES <input type="checkbox"/> NO 4a	Coordinate with your local agency responsible for CalARP.
C. UNDERGROUND STORAGE TANKS (USTs)			
Own or operate underground storage tanks?		<input type="checkbox"/> YES <input type="checkbox"/> NO 5	UST FACILITY (Formerly SWRCB Form A) UST TANK (one page per tank) (Formerly Form B)
D. ABOVE GROUND PETROLEUM STORAGE			
Own or operate ASTs above these thresholds: Store greater than 1,320 gallons of petroleum products (new or used) in aboveground tanks or containers.		<input type="checkbox"/> YES <input type="checkbox"/> NO 8	NO FORM REQUIRED TO CUPAs
E. HAZARDOUS WASTE			
Generate hazardous waste?		<input type="checkbox"/> YES <input type="checkbox"/> NO 9	EPA ID NUMBER – provide at the top of this page
Recycle more than 100 kg/month of excluded or exempted recyclable materials (per HSC 25143.2)?		<input type="checkbox"/> YES <input type="checkbox"/> NO 10	RECYCLABLE MATERIALS REPORT (one per recycler)
Treat hazardous waste on-site?		<input type="checkbox"/> YES <input type="checkbox"/> NO 11	ON-SITE HAZARDOUS WASTE TREATMENT – FACILITY ON-SITE HAZARDOUS WASTE TREATMENT – UNIT (one page per unit)
Treatment subject to financial assurance requirements (for Permit by Rule and Conditional Authorization)?		<input type="checkbox"/> YES <input type="checkbox"/> NO 12	CERTIFICATION OF FINANCIAL ASSURANCE
Consolidate hazardous waste generated at a remote site?		<input type="checkbox"/> YES <input type="checkbox"/> NO 13	REMOTE WASTE / CONSOLIDATION SITE ANNUAL NOTIFICATION
Need to report the closure/removal of a tank that was classified as hazardous waste and cleaned on-site?		<input type="checkbox"/> YES <input type="checkbox"/> NO 14	HAZARDOUS WASTE TANK CLOSURE CERTIFICATION
Generate in any single calendar month 1,000 kilograms (kg) (2,200 pounds) or more of federal RCRA hazardous waste, or generate in any single calendar month, or accumulate at any time, 1 kg (2.2 pounds) of RCRA acute hazardous waste; or generate or accumulate at any time more than 100 kg (220 pounds) of spill cleanup materials contaminated with RCRA acute hazardous waste.		<input type="checkbox"/> YES <input type="checkbox"/> NO 14a	Obtain federal EPA ID Number, file Biennial Report (EPA Form 8700-13A/B), and satisfy requirements for RCRA Large Quantity Generator.
Household Hazardous Waste (HHW) Collection site?		<input type="checkbox"/> YES <input type="checkbox"/> NO 14b	See CUPA for required forms.
F. LOCAL REQUIREMENTS			15
(You may also be required to provide additional information by your CUPA or local agency.)			

Business Owner/Operator Identification

UNIFIED PROGRAM CONSOLIDATED FORM			
FACILITY INFORMATION			
BUSINESS OWNER/OPERATOR IDENTIFICATION			
			Page ___ of ___
I. IDENTIFICATION			
FACILITY ID#			BEGINNING DATE 100
			ENDING DATE 101
BUSINESS NAME (Same as FACILITY NAME or DBA - Doing Business As) 3			BUSINESS PHONE 102
BUSINESS SITE ADDRESS 103			BUSINESS FAX 102a
BUSINESS SITE CITY 104	CA	ZIP CODE 105	COUNTY 108
DUN & BRADSTREET 106		PRIMARY SIC 107	PRIMARY NAICS 107a
BUSINESS MAILING ADDRESS			108a
BUSINESS MAILING CITY 108b	STATE 108c	ZIP CODE 108d	
BUSINESS OPERATOR NAME 109	BUSINESS OPERATOR PHONE 110		
II. BUSINESS OWNER			
OWNER NAME 111	OWNER PHONE 112		
OWNER MAILING ADDRESS 113			
OWNER MAILING CITY 114	STATE 115	ZIP CODE 116	
III. ENVIRONMENTAL CONTACT			
CONTACT NAME 117	CONTACT PHONE 118		
CONTACT MAILING ADDRESS 119	CONTACT EMAIL 119a		
CONTACT MAILING CITY 120	STATE 121	ZIP CODE 122	
IV. EMERGENCY CONTACTS			
-PRIMARY-		-SECONDARY-	
NAME 123	NAME 128		
TITLE 124	TITLE 129		
BUSINESS PHONE 125	BUSINESS PHONE 130		
24-HOUR PHONE 126	24-HOUR PHONE 131		
PAGER # 127	PAGER # 132		
ADDITIONAL LOCALLY COLLECTED INFORMATION: 133			
Certification: Based on my inquiry of those individuals responsible for obtaining the information, I certify under penalty of law that I have personally examined and am familiar with the information submitted and believe the information is true, accurate, and complete.			
SIGNATURE OF OWNER, OPERATOR, OR DESIGNATED REPRESENTATIVE		DATE 134	NAME OF DOCUMENT PREPARER 135
NAME OF SIGNER, (print) 136	TITLE OF SIGNER		137

Operating Permit Application – Facility Information

UNIFIED PROGRAM CONSOLIDATED FORM UNDERGROUND STORAGE TANK OPERATING PERMIT APPLICATION – FACILITY INFORMATION <small>(One form per facility)</small>										
TYPE OF ACTION <small>(Check one item only)</small>		<input type="checkbox"/> 1. NEW PERMIT	<input type="checkbox"/> 5. CHANGE OF INFORMATION	<input type="checkbox"/> 7. PERMANENT FACILITY CLOSURE						400.
		<input type="checkbox"/> 3. RENEWAL PERMIT	<input type="checkbox"/> 6. TEMPORARY FACILITY CLOSURE	<input type="checkbox"/> 9. TRANSFER PERMIT						
I. FACILITY INFORMATION										
TOTAL NUMBER OF USTs AT FACILITY		404. FACILITY ID # <small>(Agency Use Only)</small>							1.	
BUSINESS NAME <small>(Same as FACILITY NAME or DBA – Doing Business As)</small>										3.
BUSINESS SITE ADDRESS				103.		CITY				104.
FACILITY TYPE		<input type="checkbox"/> 1. MOTOR VEHICLE FUELING	<input type="checkbox"/> 2. FUEL DISTRIBUTION	403.		Is the facility located on Indian Reservation or Trust lands? <input type="checkbox"/> Yes <input type="checkbox"/> No				405.
		<input type="checkbox"/> 3. FARM	<input type="checkbox"/> 4. PROCESSOR							
II. PROPERTY OWNER INFORMATION										
PROPERTY OWNER NAME				407.		PHONE				408.
						()				
MAILING ADDRESS										409.
CITY			410.		STATE		411.		ZIP CODE	412.
III. TANK OPERATOR INFORMATION										
TANK OPERATOR NAME				428-1.		PHONE				428-2.
						()				
MAILING ADDRESS										428-3.
CITY			428-4.		STATE		428-5.		ZIP CODE	428-6.
IV. TANK OWNER INFORMATION										
TANK OWNER NAME				414.		PHONE				415.
						()				
MAILING ADDRESS										416.
CITY			417.		STATE		418.		ZIP CODE	419.
OWNER TYPE:		<input type="checkbox"/> 4. LOCAL AGENCY/DISTRICT	<input type="checkbox"/> 5. COUNTY AGENCY			<input type="checkbox"/> 6. STATE AGENCY				420.
		<input type="checkbox"/> 7. FEDERAL AGENCY	<input type="checkbox"/> 8. NON-GOVERNMENT							
V. BOARD OF EQUALIZATION UST STORAGE FEE ACCOUNT NUMBER										
TY (TK) HQ 44-								Call the State Board of Equalization, Fuel Tax Division, if there are questions.		421.
VI. PERMIT HOLDER INFORMATION										
Issue permit and send legal notifications and mailings to:		<input type="checkbox"/> 1. FACILITY OWNER				<input type="checkbox"/> 4. TANK OPERATOR				423.
		<input type="checkbox"/> 3. TANK OWNER				<input type="checkbox"/> 5. FACILITY OPERATOR				
SUPERVISOR OF DIVISION, SECTION, OR OFFICE <small>(Required For Public Agencies Only)</small>										406.
VII. APPLICANT SIGNATURE										
CERTIFICATION: I certify that the information provided herein is true, accurate, and in full compliance with legal requirements.										
APPLICANT SIGNATURE				DATE		424.		PHONE		425.
								()		
APPLICANT NAME (print)				426.		APPLICANT TITLE				427.

Operating Permit Application – Tank Information

UNIFIED PROGRAM CONSOLIDATED FORM UNDERGROUND STORAGE TANK OPERATING PERMIT APPLICATION – TANK INFORMATION (One form per UST)			
TYPE OF ACTION (Check one item only. For an UST permanent closure or removal, complete only this section and Sections I, II, III, IV, and IX below)			430
<input type="checkbox"/> 1. NEW PERMIT	<input type="checkbox"/> 3. RENEWAL PERMIT	<input type="checkbox"/> 5. CHANGE OF INFORMATION	
<input type="checkbox"/> 6. TEMPORARY UST CLOSURE	<input type="checkbox"/> 7. UST PERMANENT CLOSURE ON SITE	<input type="checkbox"/> 8. UST REMOVAL	
DATE UST PERMANENTLY CLOSED:	430a	DATE EXISTING UST DISCOVERED:	430b
I. FACILITY INFORMATION			
FACILITY ID # (Agency Use Only)			1
BUSINESS NAME (Same as FACILITY NAME or DBA-Doing Business As)			3
BUSINESS SITE ADDRESS	103	CITY	104
II. TANK DESCRIPTION			
TANK ID #	432	TANK MANUFACTURER	433
		TANK CONFIGURATION: THIS TANK IS	434
		<input type="checkbox"/> 1. A STAND-ALONE TANK	
		<input type="checkbox"/> 2. ONE IN A COMPARTMENTED UNIT	
		<i>Complete one page for each compartment in the unit.</i>	
DATE UST SYSTEM INSTALLED	435	TANK CAPACITY IN GALLONS	436
		NUMBER OF COMPARTMENTS IN THE UNIT	437
III. TANK USE AND CONTENTS			
TANK USE	<input type="checkbox"/> 1a. MOTOR VEHICLE FUELING	<input type="checkbox"/> 1b. MARINA FUELING	<input type="checkbox"/> 1c. AVIATION FUELING
	<input type="checkbox"/> 3. CHEMICAL PRODUCT STORAGE	<input type="checkbox"/> 4. HAZARDOUS WASTE (Includes Used Oil)	<input type="checkbox"/> 5. EMERGENCY GENERATOR FUEL (HSC §25281.5(c))
	<input type="checkbox"/> 6. OTHER GENERATOR FUEL	<input type="checkbox"/> 95. UNKNOWN	<input type="checkbox"/> 99. OTHER (Specify):
CONTENTS	PETROLEUM: <input type="checkbox"/> 1a. REGULAR UNLEADED	<input type="checkbox"/> 1c. MIDGRADE UNLEADED	439
	<input type="checkbox"/> 3. DIESEL	<input type="checkbox"/> 5. JET FUEL	440
	<input type="checkbox"/> 8. PETROLEUM BLEND FUEL	<input type="checkbox"/> 9. OTHER PETROLEUM (Specify):	440a
	NON-PETROLEUM: <input type="checkbox"/> 7. USED OIL	<input type="checkbox"/> 10. ETHANOL	
	<input type="checkbox"/> 11. OTHER NON-PETROLEUM (Specify):		440b
IV. TANK CONSTRUCTION			
TYPE OF TANK	<input type="checkbox"/> 1. SINGLE WALL	<input type="checkbox"/> 2. DOUBLE WALL	<input type="checkbox"/> 95. UNKNOWN
PRIMARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 3. FIBERGLASS	<input type="checkbox"/> 6. INTERNAL BLADDER
	<input type="checkbox"/> 7. STEEL + INTERNAL LINING	<input type="checkbox"/> 95. UNKNOWN	<input type="checkbox"/> 99. OTHER (Specify):
SECONDARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 3. FIBERGLASS	<input type="checkbox"/> 6. EXTERIOR MEMBRANE LINER
	<input type="checkbox"/> 90. NONE	<input type="checkbox"/> 95. UNKNOWN	<input type="checkbox"/> 99. OTHER (Specify):
OVERFILL PREVENTION	<input type="checkbox"/> 1. AUDIBLE & VISUAL ALARMS	<input type="checkbox"/> 2. BALL FLOAT	<input type="checkbox"/> 3. FILL TUBE SHUT-OFF VALVE
	<input type="checkbox"/> 4. TANK MEETS REQUIREMENTS FOR EXEMPTION FROM OVERFILL PREVENTION EQUIPMENT		
V. PRODUCT / WASTE PIPING CONSTRUCTION			
PIPING CONSTRUCTION	<input type="checkbox"/> 1. SINGLE-WALLED	<input type="checkbox"/> 2. DOUBLE-WALLED	<input type="checkbox"/> 99. OTHER
SYSTEM TYPE	<input type="checkbox"/> 1. PRESSURE	<input type="checkbox"/> 2. GRAVITY	<input type="checkbox"/> 3. CONVENTIONAL SUCTION
			<input type="checkbox"/> 4. SAFE SUCTION (23 CCR §2636(a)(3))
PRIMARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 8. FLEXIBLE
	<input type="checkbox"/> 90. NONE	<input type="checkbox"/> 95. UNKNOWN	<input type="checkbox"/> 99. OTHER (Specify):
SECONDARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 8. FLEXIBLE
	<input type="checkbox"/> 90. NONE	<input type="checkbox"/> 95. UNKNOWN	<input type="checkbox"/> 99. OTHER (Specify):
PIPING/TURBINE CONTAINMENT SUMP TYPE	<input type="checkbox"/> 1. SINGLE WALL	<input type="checkbox"/> 2. DOUBLE WALL	<input type="checkbox"/> 90. NONE
VI. VENT, VAPOR RECOVERY (VR) AND RISER / FILL PIPE PIPING CONSTRUCTION			
VENT PRIMARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 10. RIGID PLASTIC
			<input type="checkbox"/> 90. NONE <input type="checkbox"/> 99. OTHER (Specify)
VENT SECONDARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 10. RIGID PLASTIC
			<input type="checkbox"/> 90. NONE <input type="checkbox"/> 99. OTHER (Specify)
VR PRIMARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 10. RIGID PLASTIC
			<input type="checkbox"/> 90. NONE <input type="checkbox"/> 99. OTHER (Specify)
VR SECONDARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 10. RIGID PLASTIC
			<input type="checkbox"/> 90. NONE <input type="checkbox"/> 99. OTHER (Specify)
VENT PIPING TRANSITION SUMP TYPE	<input type="checkbox"/> 1. SINGLE WALL	<input type="checkbox"/> 2. DOUBLE WALL	<input type="checkbox"/> 90. NONE
RISER PRIMARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 10. RIGID PLASTIC
			<input type="checkbox"/> 90. NONE <input type="checkbox"/> 99. OTHER (Specify)
RISER SECONDARY CONTAINMENT	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 10. RIGID PLASTIC
			<input type="checkbox"/> 90. NONE <input type="checkbox"/> 99. OTHER (Specify)
FILL COMPONENTS INSTALLED	<input type="checkbox"/> 1. SPILL BUCKET	<input type="checkbox"/> 3. STRIKER PLATE/BOTTOM PROTECTOR	<input type="checkbox"/> 4. CONTAINMENT SUMP
VII. UNDER DISPENSER CONTAINMENT (UDC)			
CONSTRUCTION TYPE	<input type="checkbox"/> 1. SINGLE WALL	<input type="checkbox"/> 2. DOUBLE WALL	<input type="checkbox"/> 3. NO DISPENSERS
			<input type="checkbox"/> 90. NONE
CONSTRUCTION MATERIAL	<input type="checkbox"/> 1. STEEL	<input type="checkbox"/> 4. FIBERGLASS	<input type="checkbox"/> 10. RIGID PLASTIC
			<input type="checkbox"/> 99. OTHER (Specify)
VIII. CORROSION PROTECTION			
STEEL COMPONENT PROTECTION	<input type="checkbox"/> 2. SACRIFICIAL ANODE(S)	<input type="checkbox"/> 4. IMPRESSED CURRENT	<input type="checkbox"/> 6. ISOLATION
IX. APPLICANT SIGNATURE			
CERTIFICATION: I certify that this UST system is compatible with the hazardous substance stored and that the information provided herein is true, accurate, and in full compliance with legal requirements.			
APPLICANT SIGNATURE		DATE	470
APPLICANT NAME (print)	471	APPLICANT TITLE	472

Certification of Installation/Modification

UNIFIED PROGRAM CONSOLIDATED FORM UNDERGROUND STORAGE TANK CERTIFICATION OF INSTALLATION / MODIFICATION <small>(One form per project.)</small>	
I. FACILITY INFORMATION	
FACILITY ID # <i>(Agency Use Only)</i>	1.
BUSINESS NAME <i>(Same as FACILITY NAME or DBA - Doing Business As)</i>	3.
BUSINESS SITE ADDRESS 103.	CITY 104.
II. INSTALLATION / MODIFICATION PROJECT DESCRIPTION	
TYPE OF PROJECT <i>(Check all that apply)</i> 483a. <input type="checkbox"/> 1. TANK INSTALLATION OR REPLACEMENT <input type="checkbox"/> 2. PIPING INSTALLATION OR REPLACEMENT <input type="checkbox"/> 3. SUMP INSTALLATION OR REPLACEMENT <input type="checkbox"/> 4. UNDER DISPENSER CONTAINMENT INSTALLATION OR REPLACEMENT <input type="checkbox"/> 5. OTHER	WORK AUTHORIZED UNDER PERMIT 483b. (Number or Date):
DESCRIPTION OF WORK BEING CERTIFIED: 483c.	
III. CONTRACTOR INFORMATION	
NAME OF CONTRACTOR WHO PERFORMED INSTALLATION / MODIFICATION 482a.	
CONTRACTOR LICENSE # 482b.	ICC CERTIFICATION # 482c.
IV. CERTIFICATION	
<p>I certify that the information provided herein is true, accurate, and that the following conditions have been satisfied:</p> <ul style="list-style-type: none"> • The installer has met the requirements set forth in 23 CCR §2715, subdivisions (g) and (h). • The underground storage tank, any primary piping, and any secondary containment was installed according to applicable voluntary consensus standards and any manufacturer's written installation instructions. • All work listed in the manufacturer's installation checklist has been completed. • The installation has been inspected and approved by the local agency, or if required by the local agency, inspected and certified by a registered professional engineer having education and experience with underground storage tank system installations. 	
SIGNATURE OF TANK OWNER OR OWNER'S AGENT	DATE 484. PHONE 487. ()
CERTIFIER'S NAME (print) 485.	CERTIFIER'S TITLE: 486.
NAME OF CERTIFIER'S EMPLOYER (DBA) 488.	CERTIFIER'S RELATIONSHIP TO TANK OWNER 489. <input type="checkbox"/> 1. TANK OWNER <input type="checkbox"/> 2. TANK OPERATOR <input type="checkbox"/> 3. CONTRACTOR <input type="checkbox"/> 4. PROPERTY OWNER <input type="checkbox"/> 5. OTHER AUTHORIZED AGENT OF TANK OWNER

Monitoring Plan

UNIFIED PROGRAM CONSOLIDATED FORM UNDERGROUND STORAGE TANK MONITORING PLAN – (Page 1 of 2)				
TYPE OF ACTION	<input type="checkbox"/> 1. NEW PLAN	<input type="checkbox"/> 2. CHANGE OF INFORMATION	490-1	
PLAN TYPE	<input type="checkbox"/> 1. MONITORING IS IDENTICAL FOR ALL USTs AT THIS FACILITY.		490-2	
(Check one item only)	<input type="checkbox"/> 2. THIS PLAN COVERS ONLY THE FOLLOWING UST SYSTEM(S):			
I. FACILITY INFORMATION				
FACILITY ID # (Agency Use Only)			1	
BUSINESS NAME (Same as FACILITY NAME)			3.	
BUSINESS SITE ADDRESS	103.	CITY	104.	
II. EQUIPMENT TESTING AND PREVENTIVE MAINTENANCE				
Testing, preventive maintenance, and calibration of monitoring equipment (e.g., sensors, probes, line leak detectors, etc.) must be performed at the frequency specified by the equipment manufacturers' instructions, or annually, whichever is more frequent, and that such work must be performed by qualified personnel. (23 CCR §2632, 2634, 2638, 2641)				
MONITORING EQUIPMENT IS SERVICED	<input type="checkbox"/> 1. ANNUALLY	<input type="checkbox"/> 99. OTHER (Specify):	490-3a 490-3b	
III. MONITORING LOCATIONS				
<input type="checkbox"/> 1. NEW SITE PLOT PLAN/MAP SUBMITTED WITH THIS PLAN. <input type="checkbox"/> 2. SITE PLOT PLAN/MAP PREVIOUSLY SUBMITTED. (23 CCR §2632, 2634) 490-4				
IV. TANK MONITORING IS PERFORMED USING THE FOLLOWING METHOD(S):				
<input type="checkbox"/> 1. CONTINUOUS ELECTRONIC TANK MONITORING OF ANNULAR (INTERSTITIAL) SPACE(S) OR SECONDARY CONTAINMENT VAULT(S) WITH AUDIBLE AND VISUAL ALARMS. (23 CCR §2632, 2634)			490-5	
SECONDARY CONTAINMENT IS:	<input type="checkbox"/> a. DRY	<input type="checkbox"/> b. LIQUID FILLED	<input type="checkbox"/> c. PRESSURIZED	490-6
PANEL MANUFACTURER:	490-7	MODEL #:	490-8	
LEAK SENSOR MANUFACTURER:	490-9	MODEL #(S):	490-10	
<input type="checkbox"/> 2. AUTOMATIC TANK GAUGING (ATG) SYSTEM USED TO MONITOR SINGLE WALL TANK(S). (23 CCR §2643)			490-11	
PANEL MANUFACTURER:	490-12	MODEL #:	490-13	
IN-TANK PROBE MANUFACTURER:	490-14	MODEL #(S):	490-15	
LEAK TEST FREQUENCY:	<input type="checkbox"/> a. CONTINUOUS	<input type="checkbox"/> b. DAILY/NIGHTLY	<input type="checkbox"/> c. WEEKLY	490-16
	<input type="checkbox"/> d. MONTHLY	<input type="checkbox"/> e. OTHER (Specify):	490-17	
PROGRAMMED TESTS:	<input type="checkbox"/> a. 0.1 g.p.h.	<input type="checkbox"/> b. 0.2 g.p.h.	<input type="checkbox"/> c. OTHER (Specify):	490-18 490-19
<input type="checkbox"/> 3. MONTHLY STATISTICAL INVENTORY RECONCILIATION (23 CCR §2646.1):			490-20	
<input type="checkbox"/> 4. WEEKLY MANUAL TANK GAUGING (MTG). (23 CCR §2645).	TESTING PERIOD:	<input type="checkbox"/> a. 36 HOURS	<input type="checkbox"/> b. 60 HOURS	490-21 490-22
<input type="checkbox"/> 5. TANK INTEGRITY TESTING (23 CCR §2643.1):			490-23	
TEST FREQUENCY:	<input type="checkbox"/> a. ANNUALLY	<input type="checkbox"/> b. BIENNIALLY	<input type="checkbox"/> c. OTHER (Specify):	490-24 490-25
<input type="checkbox"/> 99. OTHER (Specify):			490-26 490-27	
V. PIPE MONITORING IS PERFORMED USING THE FOLLOWING METHOD(S) (Check all that apply)				
<input type="checkbox"/> 1. CONTINUOUS MONITORING OF PIPE/ PIPING SUMP(S) AND OTHER SECONDARY CONTAINMENT WITH AUDIBLE AND VISUAL ALARMS. (23 CCR §2636)			490-28	
SECONDARY CONTAINMENT IS:	<input type="checkbox"/> a. DRY	<input type="checkbox"/> b. LIQUID FILLED	<input type="checkbox"/> c. PRESSURIZED	490-29
PANEL MANUFACTURER:	490-30	MODEL #:	490-31	
LEAK SENSOR MANUFACTURER:	490-32	MODEL #(S):	490-33	
PIPING LEAK ALARM TRIGGERS AUTOMATIC PUMP (i.e., TURBINE) SHUTDOWN.	<input type="checkbox"/> a. YES	<input type="checkbox"/> b. NO	490-34	
FAILURE/DISCONNECTION OF THE MONITORING SYSTEM TRIGGERS AUTOMATIC PUMP SHUTDOWN.	<input type="checkbox"/> a. YES	<input type="checkbox"/> b. NO	490-35	
<input type="checkbox"/> 2. MECHANICAL LINE LEAK DETECTOR (MLLD) THAT ROUTINELY PERFORMS 3.0 g.p.h. LEAK TESTS AND RESTRICTS OR SHUTS OFF PRODUCT FLOW WHEN A LEAK IS DETECTED (23 CCR §2636)			490-36	
MLLD MANUFACTURER(S):	490-37	MODEL #(S):	490-38	
<input type="checkbox"/> 3. ELECTRONIC LINE LEAK DETECTOR (ELLD) THAT ROUTINELY PERFORMS 3.0 g.p.h. LEAK TESTS (23 CCR §2636)			490-39	
ELLD MANUFACTURER(S):	490-40	MODEL #(S):	490-41	
PROGRAMMED IN LINE LEAK TEST:	<input type="checkbox"/> 1. MINIMUM MONTHLY 0.2 g.p.h.	<input type="checkbox"/> 2. MINIMUM ANNUAL 0.1 g.p.h.	490-42	
ELLD DETECTION OF A PIPING LEAK TRIGGERS AUTOMATIC PUMP SHUTDOWN.	<input type="checkbox"/> a. YES	<input type="checkbox"/> b. NO	490-43	
ELLD FAILURE/DISCONNECTION TRIGGERS AUTOMATIC PUMP SHUTDOWN.	<input type="checkbox"/> a. YES	<input type="checkbox"/> b. NO	490-44	
<input type="checkbox"/> 4. PIPE INTEGRITY TESTING 490-45			490-46	
TEST FREQUENCY	<input type="checkbox"/> a. ANNUALLY	<input type="checkbox"/> b. EVERY 3 YEARS	<input type="checkbox"/> c. OTHER (Specify)	490-47
<input type="checkbox"/> 5. VISUAL PIPE MONITORING.			490-48	
FREQUENCY	<input type="checkbox"/> a. DAILY	<input type="checkbox"/> b. WEEKLY	<input type="checkbox"/> c. MIN. MONTHLY & EACH TIME SYSTEM OPERATED*	490-49
<small>* Allowed for monitoring of unburied emergency generator fuel piping only per HSC §25281.5(b)(3)</small>				
<input type="checkbox"/> 6. SUCTION PIPING MEETS EXEMPTION CRITERIA [23 CCR §2636(a)(3)].			490-50	
<input type="checkbox"/> 7. NO REGULATED PIPING PER HEALTH AND SAFETY CODE, DIVISION 20, CHAPTER 6.7 IS CONNECTED TO THE TANK SYSTEM			490-51	
<input type="checkbox"/> 99. OTHER (Specify)			490-52 490-53	

UNIFIED PROGRAM CONSOLIDATED FORM UNDERGROUND STORAGE TANK MONITORING PLAN (Page 2 of 2)	
VI. UNDER DISPENSER CONTAINMENT (UDC) MONITORING	
1. UDC MONITORING IS PERFORMED USING THE FOLLOWING METHOD 490-54a	
<input type="checkbox"/> 1. CONTINUOUS ELECTRONIC MONITORING <input type="checkbox"/> 2. FLOAT AND CHAIN ASSEMBLY <input type="checkbox"/> 3. ELECTRONIC STAND-ALONE 490-54b	
<input type="checkbox"/> 4. NO DISPENSERS <input type="checkbox"/> 99. OTHER (Specify):	
PANEL MANUFACTURER: 490-55	MODEL #: 490-56
LEAK SENSOR MANUFACTURER: 490-57	MODEL #(S): 490-58
DETECTION OF A LEAK INTO THE UDC TRIGGERS AUDIBLE AND VISUAL ALARMS	<input type="checkbox"/> a. YES <input type="checkbox"/> b. NO 490-59
UDC LEAK ALARM TRIGGERS AUTOMATIC PUMP SHUTDOWN	<input type="checkbox"/> a. YES <input type="checkbox"/> b. NO 490-60
FAILURE / DISCONNECTION OF UDC MONITORING SYSTEM TRIGGERS AUTOMATIC PUMP SHUTDOWN.	<input type="checkbox"/> a. YES <input type="checkbox"/> b. NO 490-61
UDC MONITORING STOPS THE FLOW OF PRODUCT AT THE DISPENSER.	<input type="checkbox"/> a. YES <input type="checkbox"/> b. NO 490-62
2. UDC CONSTRUCTION IS <input type="checkbox"/> 1. SINGLE-WALLED <input type="checkbox"/> 2. DOUBLE-WALLED 490-63	
IF DOUBLE WALLED: 490-64a	
UDC INTERSTITIAL SPACE IS MONITORED BY: <input type="checkbox"/> 1. LIQUID <input type="checkbox"/> 2. PRESSURE <input type="checkbox"/> 3. VACUUM	
A LEAK WITHIN THE SECONDARY CONTAINMENT OF THE UDC TRIGGERS AUDIBLE AND VISUAL ALARMS <input type="checkbox"/> a. YES <input type="checkbox"/> b. NO 490-64b	
VII. PERIODIC SYSTEM TESTING	
<input type="checkbox"/> 1. ELD TESTING: THIS FACILITY HAS BEEN NOTIFIED BY THE STATE WATER RESOURCES CONTROL BOARD THAT ENHANCED LEAK DETECTION (ELD) MUST BE PERFORMED. PERIODIC ELD IS PERFORMED EVERY 36 MONTHS AS REQUIRED. (23 CCR §2644.1) 490-65	
<input type="checkbox"/> 2. SECONDARY CONTAINMENT COMPONENTS ARE TESTED EVERY 36 MONTHS. 490-66	
<input type="checkbox"/> 3. SPILL BUCKETS ARE TESTED ANNUALLY. 490-67	
VIII. RECORDKEEPING	
The following monitoring/maintenance records are kept for this facility:	
<input type="checkbox"/> Alarm logs 490-68a	<input type="checkbox"/> Visual Inspection Records 490-68b
<input type="checkbox"/> SIR testing results (and supporting documentation records). 490-68d	<input type="checkbox"/> Tank integrity testing results 490-68c
<input type="checkbox"/> ATG Testing results (and supporting documentation records). 490-68f	<input type="checkbox"/> Tank gauging results (and supporting documentation records). 490-68e
<input type="checkbox"/> Equipment maintenance and calibration records. 490-68h	<input type="checkbox"/> Corrosion Protection 60-day logs 490-68g
IX. TRAINING	
<input type="checkbox"/> Personnel with UST monitoring responsibilities are familiar with all of the following documents relevant to their job duties. 490-69a	
REFERENCE DOCUMENTS MAINTAINED AT FACILITY (Check all that apply)	
<input type="checkbox"/> THIS UNDERGROUND STORAGE TANK MONITORING PLAN (Required) 490-69b	
<input type="checkbox"/> OPERATING MANUALS FOR ELECTRONIC MONITORING EQUIPMENT (Required) 490-69c	
<input type="checkbox"/> CALIFORNIA UNDERGROUND STORAGE TANK REGULATIONS 490-69d	
<input type="checkbox"/> CALIFORNIA UNDERGROUND STORAGE TANK LAW 490-69e	
<input type="checkbox"/> STATE WATER RESOURCES CONTROL BOARD (SWRCB) PUBLICATION: "HANDBOOK FOR TANK OWNERS - MANUAL AND STATISTICAL INVENTORY RECONCILIATION" 490-69f	
<input type="checkbox"/> SWRCB PUBLICATION: "UNDERSTANDING AUTOMATIC TANK GAUGING SYSTEMS" 490-69g	
<input type="checkbox"/> OTHER (Specify): M69h, M69i	
<input type="checkbox"/> This facility has a "Designated UST Operator" who has passed the California UST System Operator Exam administered by the International Code Council (ICC). The "Designated UST Operator" will train facility employees in the proper operation and maintenance of the UST systems annually, and within 30 days of hire. This training will include, but is not limited to, the following:	
<ul style="list-style-type: none"> ➢ Operation of the UST systems in a manner consistent with the facility's best management practices ➢ The facility employee's role with regard to the monitoring equipment as specified in this UST Monitoring Plan ➢ The facility employee's role with regard to spills and overfills as specified in the UST Response Plan ➢ Names of contact person(s) for emergencies and monitoring alarms. 490-70 	
X. COMMENTS/ADDITIONAL INFORMATION	
Provide additional comments here or indicate how many pages with additional information on specific monitoring procedures are attached to this plan. 490-71	
XI. PERSONNEL RESPONSIBILITIES	
The UST Owner/Operator is responsible for ensuring that: 1) the daily/routine UST monitoring activities and maintenance of UST leak detection equipment covered by this plan occurs, 2) all conditions that indicate a possible release are investigated, and 3) all monitoring records are maintained properly.	
The following person(s) are responsible for performing the monitoring and equipment maintenance.	
NAME 490-72	TITLE 490-73
NAME 490-74	TITLE 490-75
The Designated Operator shall perform a monthly visual inspection of the facility, provide a report to the owner/operator, and inform the owner/operator of any conditions that need follow-up action.	
XII. OWNER/OPERATOR SIGNATURE	
CERTIFICATION: I certify that the information provided herein is true and accurate to the best of my knowledge.	
APPLICANT SIGNATURE 490-76	DATE: 490-77
REPRESENTING: <input type="checkbox"/> 1. Tank Owner/Operator <input type="checkbox"/> 2. Facility Owner/Operator <input type="checkbox"/> 3. Authorized Representative of Owner	
APPLICANT NAME (print): 490-78	APPLICANT TITLE: 490-79

Recyclable Materials Report

UNIFIED PROGRAM CONSOLIDATED FORM		HAZARDOUS WASTE	
RECYCLABLE MATERIALS REPORT – PAGE 1			
FOR EXCLUDED OR EXEMPTED MATERIALS ONLY			
FACILITY ID#		EPA ID #	Page ____ of ____
BUSINESS NAME (Same as FACILITY NAME or DBA – Doing Business As)			
DATES OF REPORTING PERIOD		BEGINNING DATE	ENDING DATE
I. TYPE OF RECYCLING ACTIVITIES			
If yes, please follow instructions.			
1. Do you recycle more than 100 kg/month of excluded or exempted recyclable material at the same location at which the material was generated (onsite recycling)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	502	<input checked="" type="checkbox"/> If YES, you are both the generator and recycler. Complete one Recyclable Materials Report. Do not complete Parts II and V.
2. Do you recycle more than 100 kg/month of non-manifested, excluded recyclable materials received from an offsite location (offsite recycling)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	503	<input checked="" type="checkbox"/> If YES, you are an offsite recycler but not the generator. Complete a Recyclable Materials Report for each generator that sends you materials.
--Businesses that only send recyclable materials to an offsite recycler are not required to file this report. --			
II. OFFSITE GENERATOR OF RECYCLABLE MATERIAL			
Only complete when the generator is different from the recycler.			
OFFSITE GENERATOR OF RECYCLABLE MATERIAL		OFFSITE GENERATOR EPA ID#	
STREET ADDRESS		PHONE	
CITY	STATE	ZIP CODE	
MAILING ADDRESS (IF DIFFERENT)			
CITY	STATE	ZIP CODE	
III. CERTIFICATION SECTION			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete.			
SIGNATURE OF CERTIFIER	DATE	NAME OF DOCUMENT PREPARER	
NAME OF SIGNER (print)	TITLE OF SIGNER		

UNIFIED PROGRAM CONSOLIDATED FORM

HAZARDOUS WASTE

RECYCLABLE MATERIALS REPORT – PAGE 2
FOR EXCLUDED OR EXEMPTED MATERIALS ONLY

(one description per material recycled, attach additional pages, if needed)

TOTAL NUMBER OF RECYCLABLE MATERIALS Page ____ of ____

FACILITY ID#		BUSINESS NAME (Same as FACILITY NAME or DBA – Doing Business As)
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IV. RECYCLABLE MATERIAL INFORMATION

RECYCLABLE MATERIAL NUMBER	COMMON NAME OF RECYCLABLE MATERIAL	QUANTITY DURING TWO YEAR REPORTING PERIOD	UNITS <input type="checkbox"/> a. Gallons <input type="checkbox"/> c. Tons <input type="checkbox"/> b. Pounds <input type="checkbox"/> d. Kilograms
----------------------------	------------------------------------	-------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

RECYCLABLE MATERIAL DESCRIPTION

RECYCLING PROCESS AND BENEFICIAL USE OF RECYCLABLE MATERIAL

AUTHORIZING PROVISION OF HSC SECTION 25143.2	BASIS FOR CLAIM TO AN EXCLUSION OR EXEMPTION
----------------------------------------------	----------------------------------------------

B. PRODUCT AND CONSTITUENT INFORMATION: OFFSITE ONLY
 Only complete if recyclable material was used to make or substitute for a product and operating pursuant to HSC Section 25143.2(b) or (d)(5) or (6).

HAZARDOUS CONSTITUENT	HAZARDOUS CONSTITUENT		LIST FINAL PRODUCT(S) MADE FROM THIS RECYCLABLE MATERIAL AND BENEFICIAL USE OF FINAL PRODUCT(S)
	In Recyclable Material	In Final Product	
528	529	531	533
	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	
534	535	537	539
	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	
540	541	543	545
	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	
546	547	549	551
	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	UNITS <input type="checkbox"/> a percent <input type="checkbox"/> b ppm	

If more than four constituents are recycled, attach additional sheets using this same format.

V. DOCUMENTATION OF KNOWN MARKET (Offsite recyclers only)

DOCUMENTATION IS ATTACHED: Offsite recyclers must attach documentation that there was a known market for disposition of the recyclable material and any products manufactured from the recyclable materials and provide copy of this report to the generator when the report is submitted to the CUPA. (HSC Section 25143.10(a)(3)(A))

Hazardous Materials Inventory – Chemical Description

UNIFIED PROGRAM CONSOLIDATED FORM HAZARDOUS MATERIALS HAZARDOUS MATERIALS INVENTORY – CHEMICAL DESCRIPTION <small>(one page per material per building or area)</small>			
<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> REVISE	200 Page <u> </u> of <u> </u>
I. FACILITY INFORMATION			
BUSINESS NAME (Same as FACILITY NAME or DBA – Doing Business As)			3
CHEMICAL LOCATION		201	CHEMICAL LOCATION CONFIDENTIAL EPCRA <input type="checkbox"/> YES <input type="checkbox"/> NO 202
FACILITY ID #	1	MAP# (optional)	203
		GRID# (optional)	204
II. CHEMICAL INFORMATION			
CHEMICAL NAME	205	TRADE SECRET	206
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<small>If Subject to EPCRA, refer to instructions</small>			
COMMON NAME	207	EHS*	208
		<input type="checkbox"/> Yes <input type="checkbox"/> No	
CAS#	209	*If EHS is "Yes", all amounts below must be in lbs.	
FIRE CODE HAZARD CLASSES (Complete if required by CUPA)			210
HAZARDOUS MATERIAL TYPE (Check one item only)	211	RADIOACTIVE	212
<input type="checkbox"/> a. PURE <input type="checkbox"/> b. MIXTURE <input type="checkbox"/> c. WASTE		<input type="checkbox"/> Yes <input type="checkbox"/> No	CURIES 213
PHYSICAL STATE (Check one item only)	214	LARGEST CONTAINER	215
<input type="checkbox"/> a. SOLID <input type="checkbox"/> b. LIQUID <input type="checkbox"/> c. GAS			
FED HAZARD CATEGORIES (Check all that apply)	216		
<input type="checkbox"/> a. FIRE <input type="checkbox"/> b. REACTIVE <input type="checkbox"/> c. PRESSURE RELEASE <input type="checkbox"/> d. ACUTE HEALTH <input type="checkbox"/> e. CHRONIC HEALTH			
AVERAGE DAILY AMOUNT	217	MAXIMUM DAILY AMOUNT	218
		ANNUAL WASTE AMOUNT	219
		STATE WASTE CODE	220
UNITS* (Check one item only)	221		DAYS ON SITE: 222
<input type="checkbox"/> a. GALLONS <input type="checkbox"/> b. CUBIC FEET <input type="checkbox"/> c. POUNDS <input type="checkbox"/> d. TONS			
<small>* If EHS, amount must be in pounds.</small>			
STORAGE CONTAINER	223		
<input type="checkbox"/> a. ABOVE GROUND TANK <input type="checkbox"/> b. UNDERGROUND TANK <input type="checkbox"/> c. TANK INSIDE BUILDING <input type="checkbox"/> d. STEEL DRUM	<input type="checkbox"/> e. PLASTIC/NONMETALLIC DRUM <input type="checkbox"/> f. CAN <input type="checkbox"/> g. CARBOY <input type="checkbox"/> h. SILO	<input type="checkbox"/> i. FIBER DRUM <input type="checkbox"/> j. BAG <input type="checkbox"/> k. BOX <input type="checkbox"/> l. CYLINDER	<input type="checkbox"/> m. GLASS BOTTLE <input type="checkbox"/> n. PLASTIC BOTTLE <input type="checkbox"/> o. TOTE BIN <input type="checkbox"/> p. TANK WAGON <input type="checkbox"/> q. RAIL CAR <input type="checkbox"/> r. OTHER
STORAGE PRESSURE	224		
<input type="checkbox"/> a. AMBIENT <input type="checkbox"/> b. ABOVE AMBIENT <input type="checkbox"/> c. BELOW AMBIENT			
STORAGE TEMPERATURE	225		
<input type="checkbox"/> a. AMBIENT <input type="checkbox"/> b. ABOVE AMBIENT <input type="checkbox"/> c. BELOW AMBIENT <input type="checkbox"/> d. CRYOGENIC			
%WT	HAZARDOUS COMPONENT (For mixture or waste only)	EHS	CAS #
1	226	227	228
		<input type="checkbox"/> Yes <input type="checkbox"/> No	229
2	230	231	232
		<input type="checkbox"/> Yes <input type="checkbox"/> No	233
3	234	235	236
		<input type="checkbox"/> Yes <input type="checkbox"/> No	237
4	238	239	240
		<input type="checkbox"/> Yes <input type="checkbox"/> No	241
5	242	243	244
		<input type="checkbox"/> Yes <input type="checkbox"/> No	245
If more hazardous components are present at greater than 100 by weight if non-carcinogenic, or 0.100 by weight if carcinogenic, attach additional sheets of paper capturing the required information.			
ADDITIONAL LOCALLY COLLECTED INFORMATION			246
If EPCRA, Please Sign Here			

Onsite Hazardous Waste Treatment Notification – Facility Page

State of California - California Environmental Protection Agency

Department of Toxic Substances Control

UNIFIED PROGRAM CONSOLIDATED FORM		HAZARDOUS WASTE	
ONSITE HAZARDOUS WASTE TREATMENT NOTIFICATION – FACILITY PAGE		Page of	
BUSINESS NAME (Same as FACILITY NAME or DBA Doing Business As) ³	FACILITY ID#		1
II. STATUS			
NOTIFICATION STATUS ⁶⁰⁰	PERMIT STATUS (Check all that apply)		601
<input type="checkbox"/> a Amended <input type="checkbox"/> b Initial <input type="checkbox"/> c Renewal (PBR Only)	<input type="checkbox"/> a Facility Permit <input type="checkbox"/> b Interim Status <input type="checkbox"/> c Standardized Permit	<input type="checkbox"/> d Variance <input type="checkbox"/> e Consent Agreement	
III. NUMBER OF UNITS AT FACILITY			
(Indicate the number of units you operate in each tier, attach one unit notification page for each unit except CE-CL)			
A	Conditionally Exempt – Small Quantity Treatment (CESQT) (May not function under any other tier)		602
B	Conditionally Exempt Specified Wastestream (CESW)		
C	Conditionally Authorized (CA)		
D	Permit by Rule (PBR)		
E	Conditionally Exempt – Limited (CEL)		
F	Conditionally Exempt Commercial Laundry (CE-CL) (No unit page is required for laundries)		
G	TOTAL UNITS (Must equal the number of unit notification pages attached plus the number of CE-CL units)		
IV. CERTIFICATION AND SIGNATURE			
<p><u>Waste Minimization</u> I certify that I have a program in place to reduce the volume, quantity and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment.</p> <p><u>Tiered Permitting Certification</u> I certify that the unit or units described in these documents meet the eligibility and operating requirements of state statutes and regulations for the indicated permitting tier, including generator and secondary containment requirements. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete.</p> <p>I am aware that there are substantial penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.</p>			
SIGNATURE OF OWNER/OPERATOR		DATE ⁶⁰³	
NAME OF OWNER/OPERATOR ⁶⁰⁴		TITLE OF OWNER/OPERATOR ⁶⁰⁵	
REQUEST FOR SHORTENED REVIEW PERIOD (CE and CA only) <input type="checkbox"/> Yes <input type="checkbox"/> No State Reason for Request			
V. ATTACHMENTS (Check if attached)			
ALL tiers except CE-CL (Laundries) must submit: <input type="checkbox"/> 1 One unit specific notification page and one treatment process page per unit <input type="checkbox"/> 2 Plot Plan (or other grid/map)		PBR ONLY <input type="checkbox"/> 1 Tank and container certifications, if required <input type="checkbox"/> 2 Notification of local agency or agencies <input type="checkbox"/> 3 Notification of property owner, if different from business owner	
PBR & CA ONLY: <input type="checkbox"/> 1 Closure Financial Assurance (formerly DTSC form 1232) <input type="checkbox"/> Self Certified (< \$10,000) <input type="checkbox"/> Other mechanism <input type="checkbox"/> 2 Prior Enforcement History, if applicable			

Onsite Hazardous Waste Treatment Notification – Unit Page

UNIFIED PROGRAM CONSOLIDATED FORM		HAZARDOUS WASTE	
ONSITE HAZARDOUS WASTE TREATMENT NOTIFICATION – UNIT PAGE		(one page and attachments per unit)	
FACILITY ID#		BUSINESS NAME (Same as FACILITY NAME or DBA – Doing Business As)	Page ___ of ___
I. TREATMENT UNIT			
UNIT ID# 606	UNIT TYPE/TIER 607	NUMBER OF TANKS 608	NUMBER OF CONTAINERS/ TREATMENT AREAS 609
UNIT NAME 610	<input type="checkbox"/> a CESQT <input type="checkbox"/> b CESW <input type="checkbox"/> c CA <input type="checkbox"/> d PBR <input type="checkbox"/> e CEL	MONTHLY TREATMENT VOLUME 611	UNIT OF MEASURE 612 <input type="checkbox"/> a Pounds <input type="checkbox"/> b Gallons
SPECIFIC WASTE TYPE TREATED (narrative)			613
TREATMENT PROCESS DESCRIPTION (narrative)			614
(NOTE: for each treatment unit, complete and attach the appropriate Waste And Treatment Process Combinations page)			
II. BASIS FOR NOT NEEDING FEDERAL PERMIT (Check all that apply)			
<input type="checkbox"/> a. The treated waste is not a hazardous waste under federal law (California-only waste). <input type="checkbox"/> b. Treated in waste water treatment units (tanks) and discharged to a publicly owned treatment works (POTW)/ sewerage agency or under an NPDES permit. <input type="checkbox"/> c. Treatment in elementary neutralization units. <input type="checkbox"/> d. Treatment in a totally enclosed treatment facility. <input type="checkbox"/> e. Federal conditionally exempt small quantity generator (generated 100 kg, approximately 27 gallons, or less of hazardous waste in a calendar month).		<input type="checkbox"/> f. Treatment in an accumulation tank or container within 90 days for over 1000 kg/month generators and 180 or 270 days for generators of 100 to 1000 kg/month. <input type="checkbox"/> g. Recyclable materials are reclaimed to recover silver or other precious metals. <input type="checkbox"/> h. Empty container rinsing and/or treatment. <input type="checkbox"/> i. Other (specify below)	
615			
III. RESIDUALS MANAGEMENT DESCRIPTION (Check all that apply)			
<input type="checkbox"/> a. Discharge non-hazardous aqueous waste to POTW or sewer. <input type="checkbox"/> b. Discharge non-hazardous aqueous waste under a NPDES permit. <input type="checkbox"/> c. Dispose of non-hazardous solid waste residues at an offsite location.		Residual hazardous waste hauled offsite by a registered hauler. <input type="checkbox"/> d. Offsite recycling <input type="checkbox"/> e. Thermal treatment <input type="checkbox"/> f. Disposal to land <input type="checkbox"/> g. Further treatment <input type="checkbox"/> h. Other method of disposal (describe below)	
SECONDARY CONTAINMENT INSTALLATION DATE (If required)			617

Conditionally Exempt Small Quantity Treatment (CESQT) Page

UNIFIED PROGRAM CONSOLIDATED FORM ONSITE TIERED PERMITTING			
CONDITIONALLY EXEMPT SMALL QUANTITY TREATMENT (CESQT) PAGE			
WASTE AND TREATMENT PROCESS COMBINATIONS			
(one page per treatment unit - check all that apply)			
UNIT ID#	606 Facility ID#		
	Page 1 of 1		
<p>CESQT = treats < 55 gallons or 500 pounds of hazardous waste in any calendar month in ALL units at this facility (NOT a limit for each wastestream or unit separately). CESQT generators may not hold other state or federal hazardous waste permit or authorization for this facility, including other onsite tiers.</p>			
<p>1. Aqueous wastes containing hexavalent chromium may be treated by the following process: 627</p> <p><input type="checkbox"/> a. Reduction of hexavalent chromium to trivalent chromium with sodium bisulfite, sodium metabisulfite, sodium thiosulfate, ferrous sulfate, ferrous sulfide or sulfur dioxide provided both pH and addition of the reducing agent are automatically controlled.</p>			
<p>2. Aqueous wastes containing metals listed in Title 22, CCR, Section 66261.14 (a)(2) and/or fluoride salts may be treated by the following technologies:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> a. pH adjustment or neutralization.</p> <p><input type="checkbox"/> b. Precipitation or crystallization.</p> <p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p> <p><input type="checkbox"/> d. Ion exchange.</p> <p><input type="checkbox"/> e. Reverse osmosis.</p> <p><input type="checkbox"/> f. Metallic replacement.</p> </td> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> g. Plating the metal onto an electrode.</p> <p><input type="checkbox"/> h. Electrodialysis.</p> <p><input type="checkbox"/> i. Electrowinning or electrolytic recovery.</p> <p><input type="checkbox"/> j. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> k. Evaporation.</p> <p><input type="checkbox"/> l. Adsorption.</p> </td> </tr> </table>		<p><input type="checkbox"/> a. pH adjustment or neutralization.</p> <p><input type="checkbox"/> b. Precipitation or crystallization.</p> <p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p> <p><input type="checkbox"/> d. Ion exchange.</p> <p><input type="checkbox"/> e. Reverse osmosis.</p> <p><input type="checkbox"/> f. Metallic replacement.</p>	<p><input type="checkbox"/> g. Plating the metal onto an electrode.</p> <p><input type="checkbox"/> h. Electrodialysis.</p> <p><input type="checkbox"/> i. Electrowinning or electrolytic recovery.</p> <p><input type="checkbox"/> j. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> k. Evaporation.</p> <p><input type="checkbox"/> l. Adsorption.</p>
<p><input type="checkbox"/> a. pH adjustment or neutralization.</p> <p><input type="checkbox"/> b. Precipitation or crystallization.</p> <p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p> <p><input type="checkbox"/> d. Ion exchange.</p> <p><input type="checkbox"/> e. Reverse osmosis.</p> <p><input type="checkbox"/> f. Metallic replacement.</p>	<p><input type="checkbox"/> g. Plating the metal onto an electrode.</p> <p><input type="checkbox"/> h. Electrodialysis.</p> <p><input type="checkbox"/> i. Electrowinning or electrolytic recovery.</p> <p><input type="checkbox"/> j. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> k. Evaporation.</p> <p><input type="checkbox"/> l. Adsorption.</p>		
<p>3. Aqueous wastes with total organic carbon less than 10% as measured by EPA Method 9060 and less than 1% total volatile organic compounds as measured by EPA Method 8240 may be treated by the following technologies:</p> <p><input type="checkbox"/> a. Phase separation by filtration, centrifugation or gravity settling, but excluding super critical fluid extraction.</p> <p><input type="checkbox"/> b. Adsorption.</p> <p><input type="checkbox"/> c. Distillation.</p> <p><input type="checkbox"/> d. Biological processes conducted in tanks or containers and utilizing naturally occurring microorganisms.</p> <p><input type="checkbox"/> e. Photodegradation using ultraviolet light, with or without the addition of hydrogen peroxide or ozone, provided the treatment is conducted in an enclosed system.</p> <p><input type="checkbox"/> f. Air stripping or steam stripping.</p>			
<p>4. Sludges, dusts, solid metal objects and metal workings which contain or are contaminated with metals listed in Title 22, CCR, Section 66261.14 (a)(2) and/or fluoride salts may be treated by the following technologies:</p> <p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Physical processes which change only the physical properties of the waste such as grinding, shredding, crushing or compacting.</p> <p><input type="checkbox"/> c. Drying to remove water.</p> <p><input type="checkbox"/> d. Separation based on differences in physical properties such as size, magnetism or density.</p>			
<p>5. Alum, gypsum, lime, sulfur or phosphate sludges may be treated by the following technologies:</p> <p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Drying to remove water.</p> <p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p>			
<p>6. Wastes identified in Title 22, CCR, Section 66261.120, that meet the criteria and requirements for special waste classification in Section 66261.22 may be treated by the following technologies:</p> <p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Drying to remove water.</p> <p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p> <p><input type="checkbox"/> d. Screening to separate components based on size.</p> <p><input type="checkbox"/> e. Separation based on differences in physical properties such as size, magnetism or density.</p>			
<p>7. Wastes, except asbestos, which have been classified by the Department as special wastes pursuant to Title 22, CCR, Section 66261.124, may be treated by the following technologies:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Drying to remove water.</p> </td> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p> <p><input type="checkbox"/> d. Magnetic separation.</p> </td> </tr> </table>		<p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Drying to remove water.</p>	<p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p> <p><input type="checkbox"/> d. Magnetic separation.</p>
<p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Drying to remove water.</p>	<p><input type="checkbox"/> c. Phase separation by filtration, centrifugation or gravity settling.</p> <p><input type="checkbox"/> d. Magnetic separation.</p>		
<p>8. Inorganic acid or alkaline wastes may be treated by the following technology:</p> <p><input type="checkbox"/> a. pH adjustment or neutralization.</p>			
<p>9. Soils contaminated with metals listed in Title 22, CCR, Section 66261.24(a)(2), (Persistent and Bioaccumulative Toxic Substances) may be treated by the following technologies:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Screening to separate components based on size.</p> </td> <td style="width: 50%; vertical-align: top;"> <p><input type="checkbox"/> c. Magnetic separation.</p> </td> </tr> </table>		<p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Screening to separate components based on size.</p>	<p><input type="checkbox"/> c. Magnetic separation.</p>
<p><input type="checkbox"/> a. Chemical stabilization using silicates and/or cementitious types of reactions.</p> <p><input type="checkbox"/> b. Screening to separate components based on size.</p>	<p><input type="checkbox"/> c. Magnetic separation.</p>		
<p>10. Used oil, unrefined oil waste, mixed oil, oil mixed with water and oil/water separation sludges may be treated by the following technologies:</p> <p><input type="checkbox"/> a. Phase separation by filtration, centrifugation or gravity settling, but excluding super critical fluid extraction.</p> <p><input type="checkbox"/> b. Distillation.</p> <p><input type="checkbox"/> c. Neutralization.</p> <p><input type="checkbox"/> d. Separation based on differences in physical properties such as size, magnetism or density.</p> <p><input type="checkbox"/> e. Reverse osmosis.</p> <p><input type="checkbox"/> f. Biological processes conducted in tanks or containers and utilizing naturally occurring microorganisms.</p>			
<p>11. Containers of 110 gallons or less capacity which are not constructed of wood, paper, cardboard, fabric, or any other similar absorptive material, which have been emptied as specified in Title 40 of the Code of Federal Regulations, section 261.7 or inner liners removed from empty containers that once held hazardous waste or hazardous material and which are not excluded from regulation may be treated by the following technologies provided the treated containers and rinseate are managed in compliance with applicable requirements:</p> <p><input type="checkbox"/> a. Rinsing with a suitable liquid capable of dissolving or removing the hazardous constituents which the container held.</p> <p><input type="checkbox"/> b. Physical processes such as crushing, shredding, grinding or puncturing, that change only the physical properties of the container or inner liner, provided the container or inner liner is first rinsed and the rinseate is removed from the container or inner liner.</p>			
<p>12. Multi-component resins may be treated by the following process:</p> <p><input type="checkbox"/> a. Mixing the resin components in accordance with the manufacturer's instructions.</p>			
<p>13. A waste stream technology combination certified by the Department pursuant to Section 25200.1.5 of the Health and Safety Code as appropriate for authorization under CESQT.</p> <p><input type="checkbox"/> Certified Technology Number</p>			

Conditionally Exempt – Specified Wastestreams (CESW) Page

UNIFIED PROGRAM CONSOLIDATED FORM ONSITE TIERED PERMITTING CONDITIONALLY EXEMPT – SPECIFIED WASTESTREAMS (CESW) PAGE WASTE AND TREATMENT PROCESS COMBINATIONS <small>(one page per treatment unit – check all that apply)</small>			
UNIT ID#	604 Facility ID#	1	Page ___ of ___ 628
<input type="checkbox"/> 1. Treating resins mixed or cured in accordance with the manufacturer’s instructions (including one-part and pre-impregnated materials).			
<input type="checkbox"/> 2. Treating a container of 110 gallons or less capacity, which is not constructed of wood, paper, cardboard, fabric or any other similar absorptive materials, for the purposes of emptying the container as specified by Section 66261.7 of Title 22 of the California Code of Regulations, as revised July 1, 1990, or treats the inner liners removed from empty containers that once held hazardous waste or hazardous material. The generator shall treat the container or inner liner by using the following technologies, provided the treated containers and rinseate are managed in compliance with the applicable requirements of this chapter: (A) The generator rinses the container or inner liner with a suitable liquid capable of dissolving or removing the hazardous constituents which the container held, and/or (B) The generator uses physical processes, such as crushing, shredding, grinding, or puncturing, that change only the physical properties of the container or inner liner, if the container or inner liner is first rinsed as provided in subparagraph (A) and the rinseate is removed from the container or inner liner.			
<input type="checkbox"/> 3. Drying special wastes, as classified by the Department pursuant to Title 22, CCR, Section 66261.124, by pressing or by passive or heat-aided evaporation to remove water.			
<input type="checkbox"/> 4. Magnetic separation or screening to remove components from special waste, as classified by the Department pursuant to Title 22, CCR, Section 66261.124.			
5. Not in use/exempted—formerly neutralization and regeneration or ion exchange media used to demineralize water.			
6. Not in use/exempted—formerly neutralization of food processing waste.			
7. Not in use/exempted—formerly recovery of silver from photofinishing.			
8. Gravity separation of the following, including the use of flocculants and demulsifiers if:			
<input type="checkbox"/> a. The settling of solids from the waste where the resulting aqueous/liquid stream is not hazardous.			
<input type="checkbox"/> b. The separation of oil/water mixtures and separation sludges, if the average oil recovered per month is less than 25 barrels (42 gallons per barrel). (Note: some used oil/water separation is eligible for CEL.)			
<input type="checkbox"/> 9. Neutralizing acidic or alkaline (basic) material by a state certified laboratory, a laboratory operated by an educational institution, or a laboratory which treats less than one gallon of onsite generated hazardous waste in any single batch. (To be eligible for conditional exemption, this waste cannot contain more than 10 percent acid or base by weight.)			
<input type="checkbox"/> 10. Hazardous waste treatment is carried out in quality control or quality assurance laboratory at a facility that is not an offsite hazardous waste facility.			
<input type="checkbox"/> 11. A wastestream and treatment technology combination certified by the Department pursuant to Section 25200.1.5 of the Health and Safety Code as appropriate for authorization under CESW. <div style="text-align: center;">Certified Technology Number</div>			
<input type="checkbox"/> 12. The treatment of formaldehyde or glutaraldehyde by a health care facility using a technology combination certified by the Department pursuant to section 25200.1.5 of the Health and Safety Code. <div style="text-align: center;">Certified Technology Number</div>			

Conditionally Authorized (CA) Page

UNIFIED PROGRAM CONSOLIDATED FORM ONSITE TIERED PERMITTING CONDITIONALLY AUTHORIZED (CA) PAGE WASTE AND TREATMENT PROCESS COMBINATIONS			
Unit ID#	Facility ID#	1	Page of
1. Aqueous wastes, hazardous solely due to inorganic constituents , except asbestos, listed in Title 22, CCR, Section 66261.24(a)(1)(B) or (a)(2)(A) and which contain less than 1,400 ppm total of these constituents. (There is no volume limit for this wastestream.) Treatment using:			618
<input type="checkbox"/> a. Phase separation, including precipitation, by filtration, centrifugation, or gravity settling, including the use of demulsifiers and flocculants.			
<input type="checkbox"/> b. Ion exchange, including metallic replacement			
<input type="checkbox"/> c. Reverse osmosis			
<input type="checkbox"/> d. Adsorption			
<input type="checkbox"/> e. pH adjustment of aqueous waste with a pH of between 2.0 and 12.5			
<input type="checkbox"/> f. Electrowinning of solutions, unless those solutions contain hydrochloric acid			
<input type="checkbox"/> g. Reduction of solutions hazardous solely due to hexavalent chromium , to trivalent chromium with sodium bisulfite, sodium metabisulfite, sodium thiosulfate, ferrous chloride, ferrous sulfate, ferrous sulfide, or sulfur dioxide. The solution contains less than 750 ppm of hexavalent chromium.			
2. Aqueous wastes, hazardous solely due to organic constituents listed in Title 22, CCR, Section 66261.24(a)(1)(B) or (2)(B) and which contain less than 750 ppm total of these constituents. (There is no volume limit for this wastestream.) Treatment using:			
<input type="checkbox"/> a. Phase separation by filtration, centrifugation, or gravity settling, but excluding super critical fluid extraction.			
<input type="checkbox"/> b. Adsorption			
3. Sludges resulting from wastewater treatment, dusts, solid metal objects, and metal workings which are hazardous solely due to the presence of constituents , except asbestos, listed in Title 22, CCR, Section 66261.24(a)(1)(B) or (a)(2)(A) and which, for dusts only, contain less than 750 ppm total of these constituents. The monthly volume treated in this unit does not exceed 5,000 gallons or 45,000 pounds. Treatment using:			
<input type="checkbox"/> a. Physical processes which constitute treatment only because they change the physical properties of the waste, such as filtration, centrifugation, gravity settling, grinding, shredding, crushing, or compacting.			
<input type="checkbox"/> b. Drying to remove water.			
<input type="checkbox"/> c. Separation based on differences in physical properties, such as size, magnetism, or density.			
4. Alum, gypsum, lime, sulfur, or phosphate sludges. The monthly volume treated in this unit does not exceed 5,000 gallons or 45,000 pounds. Treatment using:			
<input type="checkbox"/> a. Drying to remove water.			
<input type="checkbox"/> b. Phase separation by filtration, centrifugation, or gravity settling.			
5. Special wastes listed in Title 22, CCR, Section 66261.120 that meet the criteria in Title 22, CCR, Section 66261.122 which is hazardous solely due to the constituents , except asbestos, listed in Title 22, CCR, Section 66261.24(a)(1)(B) or (a)(2)(A) and which contain less than 750 ppm total of these constituents. The monthly volume treated in this unit does not exceed 5,000 gallons or 45,000 pounds. Treatment using:			
<input type="checkbox"/> a. Drying to remove water.			
<input type="checkbox"/> b. Phase separation by filtration, centrifugation, or gravity settling.			
<input type="checkbox"/> c. Screening to separate components based on size.			
<input type="checkbox"/> d. Separation based on differences in physical properties, such as size, magnetism, or density.			
6. Special wastes classified under Title 22, CCR, Section 66261.124 as special wastes, except asbestos, which is hazardous solely due to the constituents , except asbestos, listed in Title 22, CCR, Section 66261.24(a)(1)(B) or (a)(2)(A) and which contain less than 750 ppm total of these constituents. The monthly volume treated in this unit does not exceed 5,000 gallons or 45,000 pounds. Treatment using:			
<input type="checkbox"/> a. Drying to remove water.			
<input type="checkbox"/> b. Phase separation by filtration, centrifugation, or gravity settling.			
<input type="checkbox"/> c. Magnetic separation			
7. Soils contaminated with metals listed in Title 22, CCR, Section 66261.24(a)(2)(A). The monthly volume treated in this unit does not exceed 5,000 gallons or 45,000 pounds. Treatment using:			
<input type="checkbox"/> a. Screening to separate components based on size.			
<input type="checkbox"/> b. Magnetic separation.			
8. Oil mixed with water and oil/water separation sludges. (There is no volume limit for this wastestream.) Treatment using: (NOTE: Some used oil/water separation is allowed under the CEL category.)			
<input type="checkbox"/> a. Phase separation by filtration, centrifugation, or gravity settling, but excluding super critical fluid extraction, including the use of demulsifiers and flocculants. Heat can be used, but must not exceed 160 degrees Fahrenheit.			
<input type="checkbox"/> b. Separation based on differences in physical properties, such as size, magnetism, or density.			
<input type="checkbox"/> c. Reverse osmosis.			
9. Neutralization of acidic or alkaline wastes, hazardous solely due to corrosivity , or toxic only from the acid or caustic material, in elementary neutralization units. (There is no volume limit for this wastestream.)			
<input type="checkbox"/> a. The waste contains less than 10 percent acid or base constituents by weight. There is no volume limit for this category.			
<input type="checkbox"/> b. The waste contains 10 percent or more acid or base constituents by weight and is treated in batches that do not exceed 500 gallons at one time.			
10. Not in use/exempted—formerly recovery of silver from photofinishing.			
11. Not in use/unsettled—formerly treatment of spent cleaners and conditioners which are hazardous solely due to copper or copper compounds. Treatment of this wastestream is no longer allowed under Conditional Authorization as of January 1, 1998. Treatment of this wastestream now requires authorization under either Permit by Rule or, if the total volume treated is less than 55 gallons per month, under Conditionally Exempt Small Quantity Treatment.			
12. A wastestream technology combination certified by the Department pursuant to Section 25200.1.5 of the Health and Safety Code as appropriate for authorization under Conditional Authorization.			
<input type="checkbox"/> Certified Technology Number			

Permit By Rule Page

UNIFIED PROGRAM CONSOLIDATED FORM

ONSITE TIERED PERMITTING

PERMIT BY RULE PAGE

WASTE AND TREATMENT PROCESS COMBINATIONS

(one page per treatment unit - check all that apply)

Unit ID#

606

Facility ID#

1

Page of 630

1. Aqueous waste containing hexavalent chromium may be treated by the following process:

- a. Reduction of hexavalent chromium to trivalent chromium with sodium bisulfite, sodium metabisulfite, sodium thiosulfate, ferrous sulfate, ferrous sulfide or sulfur dioxide provided both pH and addition of the reducing agent are automatically controlled.

2. Aqueous wastes containing metals listed in Title 22, CCR, Section 66261.24 (a)(2) and/or fluoride salts may be treated by the following technologies:

- | | |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a. pH adjustment or neutralization | <input type="checkbox"/> g. Plating the metal onto an electrode. |
| <input type="checkbox"/> b. Precipitation or crystallization | <input type="checkbox"/> h. Electrodialysis. |
| <input type="checkbox"/> c. Phase separation by filtration, centrifugation, or gravity settling | <input type="checkbox"/> i. Electrowinning or electrolytic recovery. |
| <input type="checkbox"/> d. Ion exchange | <input type="checkbox"/> j. Chemical stabilization using silicates and/or cementitious types of reactions. |
| <input type="checkbox"/> e. Reverse osmosis | <input type="checkbox"/> k. Evaporation. |
| <input type="checkbox"/> f. Metallic replacement | <input type="checkbox"/> l. Adsorption. |

3. Aqueous wastes with total organic carbon less than 10% as measured by EPA Method 9060 and less than 1% total volatile organic compounds as measured by EPA Method 8240 may be treated by the following technologies:

- a. Phase separation by filtration, centrifugation or gravity settling, but excluding super critical fluid extraction.
- b. Adsorption.
- c. Distillation.
- d. Biological processes conducted in tanks or containers and utilizing naturally occurring microorganisms.
- e. Photodegradation using ultraviolet light, with or without the addition of hydrogen peroxide or ozone, provided the treatment is conducted in an enclosed system.
- f. Air stripping or steam stripping.

4. Sludges, dusts, solid metal objects and metal workings which contain or are contaminated with metals listed in Title 22, CCR, Section 66261.24(a)(2) and/or fluoride salts may be treated by the following technologies:

- a. Chemical stabilization using silicates and/or cementitious types of reactions.
- b. Physical processes which change only the physical properties of the waste such as grinding, shredding, crushing, or compacting.
- c. Drying to remove water.
- d. Separation based on differences in physical properties such as size, magnetism or density.

5. Alum, gypsum, lime, sulfur or phosphate sludges may be treated by the following technologies:

- a. Chemical stabilization using silicates and/or cementitious types of reactions.
- b. Drying to remove water
- c. Phase separation by filtration, centrifugation or gravity settling.

6. Wastes identified in Title 22, CCR, Section 66261.120, that meet the criteria and requirements for special waste classification in Section 66261.122 may be treated by the following technologies:

- a. Chemical stabilization using silicates and/or cementitious types of reactions.
- b. Drying to remove water.
- c. Phase separation by filtration, centrifugation or gravity settling.
- d. Screening to separate components based on size.
- e. Separation based on differences in physical properties such as size, magnetism or density.

7. Wastes, except asbestos, which have been classified by the Department as special wastes pursuant to Title 22, CCR, Section 66261.124, may be treated by the following technologies:

- a. Chemical stabilization using silicates and/or cementitious types of reactions.
- b. Drying to remove water.
- c. Phase separation by filtration, centrifugation or gravity settling.
- d. Magnetic separation.

8. Inorganic acid or alkaline wastes may be treated by the following technology:

- a. pH adjustment or neutralization.

9. Soils contaminated with metals listed in Title 22, CCR, Section 66261.24(a)(2), (Persistent and Bioaccumulative Toxic Substances) may be treated by the following technologies:

- a. Chemical stabilization using silicates and/or cementitious types of reactions.
- b. Screening to separate components based on size.
- c. Magnetic separation.

10. Used oil, unrefined oil waste, mixed oil, oil mixed with water and oil/water separation sludges may be treated by the following technologies:

- a. Phase separation by filtration, centrifugation or gravity settling, but excluding super critical fluid extraction.
- b. Distillation.
- c. Neutralization
- d. Separation based on differences in physical properties such as size, magnetism or density.
- e. Reverse osmosis.
- f. Biological processes conducted in tanks or containers and utilizing naturally occurring microorganisms.

11. Containers of 110 gallons or less capacity which are not constructed of wood, paper, cardboard, fabric or any other similar absorptive material, which have been emptied as specified in Title 40 of the Code of Federal Regulations, Section 261.7 or inner liners removed from empty containers that once held hazardous waste or hazardous material and which are not excluded from regulation may be treated by the following technologies provided the treated containers and rinseate are managed in compliance with applicable requirements.

- a. Rinsing with a suitable liquid capable of dissolving or removing the hazardous constituents which the container held.
- b. Physical processes such as crushing, shredding, grinding or puncturing, that change only the physical properties of the container or inner liner, provided the container or inner liner is first rinsed and the rinseate is removed from the container or inner liner.

12. Multi-component resins may be treated by the following process:

- a. Mixing the resin components in accordance with the manufacturer's instructions.

13. A waste stream technology combination certified by the Department pursuant to Section 25200.1.5 of the Health and Safety Code as appropriate for authorization under Permit by Rule.

_____ Certified Technology Number

14. Aqueous wastes generated by rinsing products and fixtures holding products that were processed in cyanide containing solutions may be treated by the following technologies:

- Oxidation by addition of hypochlorite
- Oxidation by addition of peroxide or ozone, with or without the use of ultraviolet light
- Alkaline chlorination
- Electrochemical oxidation
- Ion exchange
- Reverse osmosis

15. Aqueous wastes generated by reverse osmosis or the regeneration of demineralizer (ion exchange) columns that were used for recycling of wastewaters at facilities that maintain zero discharge of wastewaters derived from the treatment of cyanide-containing aqueous waste

- Oxidation by addition of hypochlorite
- Oxidation by addition of peroxide or ozone, with or without the use of ultraviolet light
- Alkaline chlorination
- Electrochemical oxidation
- Ion exchange
- Reverse osmosis

16. Rinseate from rinsing equipment used to transfer aqueous solutions containing cyanides such as containers, pumps, and hoses may be treated by the following technologies:

- Oxidation by addition of hypochlorite
- Oxidation by addition of peroxide or ozone, with or without the use of ultraviolet light
- Alkaline chlorination
- Electrochemical oxidation
- Ion exchange
- Reverse osmosis

17. Aqueous wastes generated by the following onsite recycling activities 1) Rinsing spent anode bags prior to onsite reuse; or 2) Rinsing empty containers prior to onsite reuse may be treated by the following technologies:

- Oxidation by addition of hypochlorite
- Oxidation by addition of peroxide or ozone, with or without the use of ultraviolet light
- Alkaline chlorination
- Electrochemical oxidation
- Ion exchange
- Reverse osmosis

18. Aqueous wastes generated by onsite laboratories conducting analyses and testing may be treated by the following technologies:

- Oxidation by addition of hypochlorite
- Oxidation by addition of peroxide or ozone, with or without the use of ultraviolet light
- Alkaline chlorination
- Electrochemical oxidation
- Ion exchange
- Reverse osmosis

19. Process solutions containing cyanides with recoverable amounts of metal may be treated by the following technology:

- Electrowinning to recover metals prior to further treatment, including destruction of incidental amounts of cyanide by electrochemical oxidation resulting from the electrowinning process

20. Process solutions containing cyanides added slowly to a rinse tank at a level that never exceeds 5000 milligrams per liter cyanide in the rinse tank may be treated by the following technologies:

- Oxidation by addition of hypochlorite
- Oxidation by addition of peroxide or ozone, with or without the use of ultraviolet light
- Alkaline chlorination
- Electrochemical oxidation
- Ion exchange
- Reverse osmosis

Conditionally Exempt – Limited (CEL) Page

UNIFIED PROGRAM CONSOLIDATED FORM			
ONSITE TIERED PERMITTING			
CONDITIONALLY EXEMPT – LIMITED (CEL) PAGE			
WASTE AND TREATMENT PROCESS COMBINATIONS			
<small>(one page per treatment unit – check all that apply)</small>			

Unit ID#

606

Facility ID#

1

Page ___ of ___

1. Puncturing, draining, or crushing of aerosol cans, at ambient temperature, using equipment or technology combination certified by the Department of Toxic Substances control (DTSC) pursuant to section 25200.1.5 of the Health and Safety Code. The equipment must capture gaseous and liquid contents, prevent fire, explosion, and unauthorized releases of hazardous constituents, and prevent worker exposure. The aerosol cans must be recycled as scrap metal.

Certified Technology Number

NOTE: This category is not available until DTSC certifies a manufacturer's equipment.

2. The separation of used oil from water, provided that the wastestream is hazardous solely due to the oil and the used oil is properly transported to an authorized offsite oil recycler. Treatment using:
- a. Gravity separation.
 - b. A centrifuge.
 - c. A membrane technology.
 - d. Heating of the water containing used oil to a temperature that is not more than 20 degrees Fahrenheit below the flashpoint of the used oil component of the mixture at atmospheric pressure.
 - e. The addition of demulsifiers to the water containing used oil.

NOTE: The authorized separation of used oil from water under this wastestream may not include contaminated groundwater or water containing any measurable amounts of gasoline or more than two percent (2%) diesel fuel (combination of Number 1 or 2 fuel).

Certification of Financial Assurance

UNIFIED PROGRAM CONSOLIDATED FORM

HAZARDOUS WASTE

CERTIFICATION OF FINANCIAL ASSURANCE

FOR PERMIT BY RULE AND CONDITIONALLY AUTHORIZED ONSITE TREATERS

700

- a. Initial Certification b. Amended Certification c. Annual Certification

Page of

I. FACILITY IDENTIFICATION <small>(Put an asterisk in the left margin next to the amended information)</small>		
BUSINESS NAME (Same as FACILITY NAME or DBA - Doing Business As)		3
FACILITY ID#	1	FACILITY EPA ID#
TYPE OF OPERATION <input type="checkbox"/> a. PBR-FTU <input type="checkbox"/> b. CA <input type="checkbox"/> c. Other		701
II. ESTIMATED CLOSURE COSTS		
<i>NOTE: In addition to the dollar figure below, a written estimate of closure costs must be attached when you submit this section of this page.</i>		
ESTIMATED CLOSURE COSTS \$		
III. EXEMPTION FROM FINANCIAL ASSURANCE REQUIREMENTS		
1. I am not required to provide a mechanism because:		
<input type="checkbox"/> a. I certify that my closure cost estimate is less than or equal to \$10,000, or		703
<input type="checkbox"/> b. Specify other reasons		704
<input type="checkbox"/> 2. As a PBR owner or operator, I have not operated more than thirty days in a calendar year. (Does not apply to Conditional Authorization)		705
IV. CLOSURE FINANCIAL ASSURANCE MECHANISM		
<input type="checkbox"/> I am required to provide a mechanism and it is attached to this page.		706
EFFECTIVE DATE OF CLOSURE ASSURANCE MECHANISM		707
MECHANISM ID NUMBER(S):		708
MECHANISM TYPE	<input type="checkbox"/> a. Closure Trust Fund <input type="checkbox"/> d. Closure Insurance <input type="checkbox"/> g. Multiple Financial Mechanisms	709
<small>(Check one item only)</small>	<input type="checkbox"/> b. Surety Bond <input type="checkbox"/> e. Financial test and Corporate Guarantee <input type="checkbox"/> h. Certificate of Deposit	
	<input type="checkbox"/> c. Closure Letter of Credit <input type="checkbox"/> f. Alternative Mechanism <input type="checkbox"/> i. Savings Account	
FINANCIAL INSTITUTION, INSURANCE OR SURETY COMPANY/ OTHER ORGANIZATION		
ADDRESS		
CITY	STATE	ZIP CODE
712	713	714
V. OWNER OR OPERATOR CERTIFICATION		
SIGNER OF THIS CERTIFICATION <input type="checkbox"/> a. Owner <input type="checkbox"/> b. Operator		715
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations. (22 CCR §66270.11)		
SIGNATURE OF OWNER/OPERATOR		716
DATE		
NAME OF OWNER/OPERATOR (Print)	TITLE OF OWNER/OPERATOR	718
717		

Remote Waste Consolidation Site Annual Notification

UNIFIED PROGRAM CONSOLIDATED FORM

HAZARDOUS WASTE

REMOTE WASTE CONSOLIDATION SITE ANNUAL NOTIFICATION

Page ___ of ___

720

a. Initial b. Revised c. Annual

I. GENERAL INFORMATION

BUSINESS NAME (Same as FACILITY NAME or DBA - Doing Business As) ³	FACILITY ID#
--------------------------------------------------------------------------------------	---------------------

II. CONSOLIDATION SITE INFORMATION

ADDRESS ⁷²¹	FACILITY EPA ID# ²
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CITY ⁷²²	CA ZIP CODE ⁷²³
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DESCRIPTION OF THE TYPE(S) OF REMOTE LOCATION(S) AND SOURCE(S) FROM WHICH THE NON-RCRA HAZARDOUS WASTE WILL BE COLLECTED (i.e. power pole) ⁷²⁴

DESCRIPTION OF THE TYPE OF HAZARDOUS WASTE THAT MAY BE COLLECTED ⁷²⁵

Do you treat your hazardous waste at this consolidation site? ⁷²⁶ (optional) <input type="checkbox"/> Yes <input type="checkbox"/> No	ESTIMATED MONTHLY VOLUME CONSOLIDATED ⁷²⁷	UNITS <input type="checkbox"/> a. Pounds <input type="checkbox"/> b. Gallons ⁷²⁸
-----------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------	---------------------------------------------------------------------------------------------

III. BASIS FOR NOT NEEDING A FEDERAL PERMIT

(Check all that apply) ⁷²⁹

a. The hazardous waste being consolidated is not hazardous waste under federal law although the waste is regulated as hazardous waste under California state law.

b. The hazardous waste is hazardous waste under federal law, but transportation to and accumulation at the consolidation site of the waste is not subject to permitting requirements under federal law for the following other reason(s):

IV. CERTIFICATIONS

I certify under penalty of law that the activities described in these documents meet the applicable eligibility and operating requirements of state statutes and regulations for remote waste and consolidation sites. I further certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are substantial penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

SIGNATURE OWNER/OPERATOR	DATE ⁷³⁰
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NAME OF OWNER/OPERATOR (Print) ⁷³¹	TITLE OF OWNER/OPERATOR ⁷³²
-----------------------------------------------	----------------------------------------

Hazardous Waste Tank Closure Certification

UNIFIED PROGRAM CONSOLIDATED FORM						HAZARDOUS WASTE		
HAZARDOUS WASTE TANK CLOSURE CERTIFICATION								
Page <u> </u> of <u> </u>								
I. FACILITY IDENTIFICATION								
BUSINESS NAME (Same as FACILITY NAME or DBA - Doing Business As) ³			FACILITY ID#					1
TANK OWNER NAME 740								
TANK OWNER ADDRESS 741								
TANK OWNER CITY 742				STATE 743		ZIP CODE 744		
II. TANK CLOSURE INFORMATION								
TANK INTERIOR ATMOSPHERE READINGS	Tank ID # <small>(Attach additional copies of this page for more than three tanks)</small>		Concentration of Flammable Vapor			Concentration of Oxygen		
			Top	Center	Bottom	Top	Center	Bottom
	1	745	746a	746b	746c	747a	747b	747c
	2	748	749a	749b	749c	750a	750b	750c
3	751	752a	752b	752c	753a	753b	753c	
III. CERTIFICATION								
On examination of the tank, I certify the tank is visually free from product, sludge, scale (thin, flaky residual of tank contents), rust and debris. I further certify that the information provided herein is true and accurate to the best of my knowledge.								
SIGNATURE OF CERTIFIER				STATUS OR AFFILIATION OF CERTIFYING PERSON 760				
NAME OF CERTIFIER (Print) 754				Certifier is a representative of the CUPA, authorized agency, or LIA: 760				
TITLE OF CERTIFIER 755				<input type="checkbox"/> Yes <input type="checkbox"/> No				
ADDRESS 756				Name of CUPA, authorized agency, or LIA: 761				
CITY 757				If certifier is other than CUPA / LIA check appropriate box below: 762				
PHONE 758				<input type="checkbox"/> a. Certified Industrial Hygienist (CIH)				
DATE 759				<input type="checkbox"/> b. Certified Safety Professional (CSP)				
CERTIFICATION TIME				<input type="checkbox"/> c. Certified Marine Chemist (CMC)				
				<input type="checkbox"/> d. Registered Environmental Health Specialist (REHS)				
				<input type="checkbox"/> e. Professional Engineer (PE)				
				<input type="checkbox"/> f. Class II Registered Environmental Assessor				
				<input type="checkbox"/> g. Contractors' State License Board licensed contractor (with hazardous substance removal certification)				
TANK PREVIOUSLY HELD FLAMMABLE OR COMBUSTIBLE MATERIALS 763								
(If yes, the tank interior atmosphere shall be re-checked with a combustible gas indicator prior to work being conducted on the tank.) <input type="checkbox"/> Yes <input type="checkbox"/> No								
CERTIFIER'S TANK MANAGEMENT INSTRUCTIONS FOR SCRAP DEALER, DISPOSAL FACILITY, ETC.: 764								
A copy of this certificate shall accompany the tank to the recycling / disposal facility and be provided to the CUPA. If there is no CUPA, copies shall be submitted to the LIA and authorized agency, owner / operator of the tank system, removal contractor, and the recycling / disposal facility.								

Emergency Response Plan

HAZARDOUS MATERIALS BUSINESS PLAN MODULES FOR USE WITH CERS ELECTRONIC REPORTING

Complete These Modules and Use the "Upload Document" Feature in CERS to Complete Your HMBP for Electronic Submittal

A. Emergency Response/Contingency Plan [HSC §25504(b); 19 CCR §2731; 22 CCR §66262.34(a)(4)]

All facilities that handle hazardous materials in HMBP quantities must have a written emergency response plan. In addition, facilities that generate 1,000 kilograms or more of hazardous waste (or more than 1 kilogram of acutely hazardous waste or 100 kilograms of debris resulting from the spill of an acutely hazardous waste) per month, or accumulate more than 6,000 kilograms of hazardous waste on-site at any one time, must prepare a hazardous waste contingency plan. Because the requirements are similar, they have been combined in a single document, provided below, for your convenience. This plan is a required module of the Hazardous Materials Business Plan (HMBP).

This site-specific Emergency Response/Contingency Plan is the facility's plan for dealing with emergencies and shall be implemented immediately whenever there is a fire, explosion, or release of hazardous materials that could threaten human health and/or the environment. At least one copy of the plan shall be maintained at the facility for use in the event of an emergency and for inspection by the local agency. A copy of the plan and any revisions must be provided to any contractor, hospital, or agency with whom special (i.e., contractual) emergency services arrangements have been made (see section 3, below).

1. Evacuation Plan:

a. The following alarm signal(s) will be used to begin evacuation of the facility (check all that apply):

Bells; Horns/Sirens; Verbal (i.e., shouting); Other (specify) _____

b. Evacuation map is prominently displayed throughout the facility.

Note: A properly completed HMBP Site Plan satisfies contingency plan map requirements. This drawing (or any other drawing that shows primary and alternate evacuation routes, emergency exits, and primary and alternate staging areas) must be prominently posted throughout the facility in locations where it will be visible to employees and visitors.

2. a. Emergency Contacts:*

Fire/Police/Ambulance Phone No.: 911

California Emergency Management Agency Phone No.: (800) 852-7550

b. Post-Incident Contacts:*

Certified Unified Program Agency (CUPA) Phone No.: ()

Local Hazardous Materials Program Phone No.: ()

California Department of Toxic Substances Control (DTSC) Phone No.: ()

Cal/OSHA Division of Occupational Safety and Health Phone No.: ()

Air Quality Management District Phone No.: ()

Regional Water Quality Control Board Phone No.: ()

* Phone numbers for agencies in Unidocs Member Agency geographic jurisdictions are available at www.unidocs.org.

c. Emergency Resources:

Poison Control Center* Phone No.: (800) 876-4766

Nearest Hospital: Name: Phone No.: ()

Address: City:

3. Arrangements With Emergency Responders: (Attach additional pages, if needed.)

If you have made special (i.e., contractual) arrangements with any police department, fire department, hospital, contractor, or State or local emergency response team to coordinate emergency services, describe those arrangements below:

4. Emergency Procedures:

Emergency Coordinator Responsibilities:

- a. Whenever there is an imminent or actual emergency situation such as an explosion, fire, or release, the emergency coordinator (*or his/her designee when the emergency coordinator is on call*) shall:
 - i. Identify the character, exact source, amount, and areal extent of any released hazardous materials.
 - ii. Assess possible hazards to human health or the environment that may result from the explosion, fire, or release. This assessment must consider both direct and indirect effects (*e.g., the effects of any toxic, irritating, or asphyxiating gases that are generated, the effects of any hazardous surface water run-off from water or chemical agents used to control fire, etc.*).
 - iii. Activate internal facility alarms or communications systems, where applicable, to notify all facility personnel.
 - iv. Notify appropriate local authorities (*i.e., call 911*).
 - v. Notify the California Emergency Management Agency at (800) 852-7550.
 - vi. Monitor for leaks, pressure build-up, gas generation, or ruptures in valves, pipes, or other equipment shut down in response to the incident.
 - vii. Take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other hazardous materials at the facility.
- b. Before facility operations are resumed in areas of the facility affected by the incident, the emergency coordinator shall:
 - i. Provide for proper storage and disposal of recovered waste, contaminated soil or surface water, or any other material that results from an explosion, fire, or release at the facility.
 - ii. Ensure that no material that is incompatible with the released material is transferred, stored, or disposed of in areas of the facility affected by the incident until cleanup procedures are completed.
 - iii. Ensure that all emergency equipment is cleaned, fit for its intended use, and available for use.
 - iv. Notify the California Department of Toxic Substances Control, the local CUPA, and the local fire department's hazardous materials program that the facility is in compliance with requirements b-i and b-ii, above.

Responsibilities of Other Personnel:

On a separate page, list any emergency response functions not covered in the "Emergency Coordinator Responsibilities" section, above. Next to each function, list the job title or name of each person responsible for performing the function.

5. Post-Incident Reporting/Recording:

The time, date, and details of any hazardous materials incident that requires implementation of this plan shall be noted in the facility's operating record.

Within 15 days of any hazardous materials emergency incident or threatened hazardous materials emergency incident that triggers implementation of this plan, a written Emergency Incident Report, including, but not limited to a description of the incident and the facility's response to the incident, must be submitted to the California Department of Toxic Substances Control, the local CUPA, and the local fire department's hazardous materials program. The report shall include:

- a. Name, address, and telephone number of the facility's owner/operator;
- b. Name, address, and telephone number of the facility;
- c. Date, time, and type of incident (*e.g., fire, explosion, etc.*);
- d. Name and quantity of material(s) involved;
- e. The extent of injuries, if any;
- f. An assessment of actual or potential hazards to human health or the environment, where this is applicable;
- g. Estimated quantity and disposition of recovered material that resulted from the incident;
- h. Cause(es) of the incident;
- i. Actions taken in response to the incident;
- j. Administrative or engineering controls designed to prevent such incidents in the future.

6. Earthquake Vulnerability: [19 CCR §2731(e)]

As an attachment to this plan, you must identify any areas of the facility and mechanical or other systems that require immediate inspection or isolation because of their vulnerability to earthquake-related ground motion.

7. **Hazard Mitigation/Prevention/Abatement:** [19 CCR §2731(c)]

As an attachment to this plan, you must include procedures that provide for mitigation, prevention, or abatement of hazards to persons, property, or the environment. These procedures must be scaled appropriately for the size and nature of the business, the nature of the damage potential of the hazardous materials handled, and the proximity of the business to residential areas and other populations.

8. **Emergency Equipment Inventory Table:** [22 CCR §66265.52(e), as referenced by §66262.34(a)(4)]

Complete the following Emergency Equipment Inventory Table by identifying equipment maintained on-site:

1. Equipment Category	2. Equipment Type	3. Locations *	4. Description**
Personal Protective Equipment, Safety Equipment, and First Aid Equipment	<input type="checkbox"/> Cartridge Respirators		
	<input type="checkbox"/> Chemical Monitoring Equipment <i>(describe)</i>		
	<input type="checkbox"/> Chemical Protective Aprons/Coats		
	<input type="checkbox"/> Chemical Protective Boots		
	<input type="checkbox"/> Chemical Protective Gloves		
	<input type="checkbox"/> Chemical Protective Suits <i>(describe)</i>		
	<input type="checkbox"/> Face Shields		
	<input type="checkbox"/> First Aid Kits/Stations <i>(describe)</i>		
	<input type="checkbox"/> Hard Hats		
	<input type="checkbox"/> Plumbed Eye Wash Stations		
	<input type="checkbox"/> Portable Eye Wash Kits <i>(i.e., bottle type)</i>		
	<input type="checkbox"/> Respirator Cartridges <i>(describe)</i>		
	<input type="checkbox"/> Safety Glasses/Splash Goggles		
	<input type="checkbox"/> Safety Showers		
<input type="checkbox"/> Self-Contained Breathing Apparatuses (SCBA)			
<input type="checkbox"/> Other <i>(describe)</i>			
Fire Extinguishing Systems	<input type="checkbox"/> Automatic Fire Sprinkler Systems		
	<input type="checkbox"/> Fire Alarm Boxes/Stations		
	<input type="checkbox"/> Fire Extinguisher Systems <i>(describe)</i>		
	<input type="checkbox"/> Fire Extinguishers <i>(describe)</i>		
	<input type="checkbox"/> Other <i>(describe)</i>		
Spill Control Equipment and Decontamination Equipment	<input type="checkbox"/> Absorbents <i>(describe)</i>		
	<input type="checkbox"/> Berms/Dikes <i>(describe)</i>		
	<input type="checkbox"/> Decontamination Equipment <i>(describe)</i>		
	<input type="checkbox"/> Emergency Tanks <i>(describe)</i>		
	<input type="checkbox"/> Exhaust Hoods		
	<input type="checkbox"/> Gas Cylinder Leak Repair Kits <i>(describe)</i>		
	<input type="checkbox"/> Neutralizers <i>(describe)</i>		
	<input type="checkbox"/> Overpack Drums		
	<input type="checkbox"/> Sumps <i>(describe)</i>		
<input type="checkbox"/> Other <i>(describe)</i>			
Communications and Alarm Systems	<input type="checkbox"/> Chemical Alarms <i>(describe)</i>		
	<input type="checkbox"/> Intercoms/ PA Systems		
	<input type="checkbox"/> Portable Radios		
	<input type="checkbox"/> Telephones		
	<input type="checkbox"/> Tank Leak Detection Systems		
<input type="checkbox"/> Other <i>(describe)</i>			
Additional Equipment <i>(Use Additional Pages if Needed.)</i>	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		
	<input type="checkbox"/>		

* Use the map and grid numbers or location identifiers from your HMBP.

** Describe the equipment and its capabilities. If applicable, specify any testing/maintenance procedures/intervals. Attach additional pages, if needed.

Employee Training Program

B. Employee Training Plan *[HSC, Section 25504(c); 22 CCR §66262.34(a)(4)]*

All facilities that handle hazardous materials in HMBP quantities must have a written employee training plan. This plan is a required module of the Hazardous Materials Business Plan (HMBP). A blank plan has been provided below for you to complete and submit if you do not already have such a plan. If you already have a brief written description of your training program that addresses all subjects covered below, you are not required to complete the blank plan, below, but you must include a copy of your existing document as part of your HMBP.

Check all boxes that apply. *[Note: Items marked with an asterisk (*) are required.]*:

1. Personnel are trained in the following procedures:

<input type="checkbox"/>	Internal alarm/notification *	
<input type="checkbox"/>	Evacuation/re-entry procedures & assembly point locations*	
<input type="checkbox"/>	Emergency incident reporting	
<input type="checkbox"/>	External emergency response organization notification	
<input type="checkbox"/>	Location(s) and contents of Emergency Response/Contingency Plan	
<input type="checkbox"/>	Facility evacuation drills, that are conducted at least <i>(specify)</i> :	<i>(e.g., "Quarterly", etc.)</i>

2. Chemical Handlers are additionally trained in the following:

<input type="checkbox"/>	Safe methods for handling and storage of hazardous materials *
<input type="checkbox"/>	Location(s) and proper use of fire and spill control equipment
<input type="checkbox"/>	Spill procedures/emergency procedures
<input type="checkbox"/>	Proper use of personal protective equipment *
<input type="checkbox"/>	Specific hazard(s) of each chemical to which they may be exposed, including routes of exposure <i>(i.e., inhalation, ingestion, absorption) *</i>
<input type="checkbox"/>	Hazardous Waste Handlers/Managers are trained in all aspects of hazardous waste management specific to their job duties <i>(e.g., container accumulation time requirements, labeling requirements, storage area inspection requirements, manifesting requirements, etc.) *</i>

3. Emergency Response Team Members are capable of and engaged in the following:

Complete this section only if you have an in-house emergency response team

<input type="checkbox"/>	Personnel rescue procedures	
<input type="checkbox"/>	Shutdown of operations	
<input type="checkbox"/>	Liaison with responding agencies	
<input type="checkbox"/>	Use, maintenance, and replacement of emergency response equipment	
<input type="checkbox"/>	Refresher training, which is provided at least annually *	
<input type="checkbox"/>	Emergency response drills, which are conducted at least <i>(specify)</i> :	<i>(e.g., "Quarterly", etc.)</i>

C. Record Keeping

All facilities that handle hazardous materials must maintain records associated with their management. A summary of your record keeping procedures is a required module of the Unidocs Hazardous Materials Business Plan (HMBP). A blank summary has been provided below for you to complete and submit if you do not already have such a document. **If you already have a brief written description of your hazardous materials record keeping systems that addresses all subjects covered below, you are not required to complete this page, but you must include a copy of your existing document as part of your HMBP.**

Check all boxes that apply. The following records are maintained at the facility. *[Note: Items marked with an asterisk (*) are required.]*:

<input type="checkbox"/>	Current employees' training records <i>(to be retained until closure of the facility)</i> *
<input type="checkbox"/>	Former employees' training records <i>(to be retained at least three years after termination of employment)</i> *
<input type="checkbox"/>	Training Program(s) <i>(i.e., written description of introductory and continuing training)</i> *
<input type="checkbox"/>	Current copy of this Emergency Response/Contingency Plan *
<input type="checkbox"/>	Record of recordable/reportable hazardous material/waste releases *
<input type="checkbox"/>	Record of hazardous material/waste storage area inspections *
<input type="checkbox"/>	Record of hazardous waste tank daily inspections *
<input type="checkbox"/>	Description and documentation of facility emergency response drills

Note: The above list of records does not necessarily identify every type of record required to be maintained by the facility.

Note: The following section applies where local agencies require facility owners/operators to perform and document routine facility self-inspections:

A copy of the Inspection Check Sheet(s) or Log(s) used in conjunction with required routine self-inspections of your facility must be submitted with your HMBP. *[Exception: Unidocs provides a Hazardous Materials/Waste Storage Area Inspection Form that you may use if you do not already have your own form. If you use the Unidocs form (available at www.unidocs.org), you do not need to attach a copy.]*

Check the appropriate box:

<input type="checkbox"/>	We will use the Unidocs "Hazardous Materials/Waste Storage Area Inspection Form" to document inspections.
<input type="checkbox"/>	We will use our own documents to record inspections. <i>(A blank copy of each document used must be uploaded to CERS with the HMBP.)</i>

Exhibit C – Professional Services Request



[Client]

Professional Services Request [Project #]

Revision 1.0

MM/DD/YYYY

Signed document must be returned, to Decade by Client, within 10 days of receipt. Failure to respond promptly will impact project timelines and could negatively impact delivery dates.

Revision History

**Professional Services Request
Decade Software Company, LLC
[Client]**

Date	Document Revision	Description	Author

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1. Overview

Decade clients use this document to request professional services. Decade assigns a unique Professional Services Request number to each request.

Upon completion of the Professional Services Request, Decade Software Company, LLC will submit the Professional Services Request to the Client for signature in the Scope Approval section.

1.1. Additional Documents

If the Professional Services Request is accepted and subsequently executed as a contract or agreement, further specific documents may be required. These documents will supersede all proposals, including this document.

Additional documents needed for the successful implementation of this service request are checked below.

-
-
-

2. General Information

2.1. Definitions

The following acronyms and words may be used in this document.

2.2. Service Description

2.3. Request Type

The Professional Services Request is the following request type:

2.4. Date Request Submitted

The Professional Services Request was submitted: [Date]

2.5. Request Priority

The priority level for this request is:

High Medium Low

This request is ranked at this priority level because:

2.6. Involved Parties

The following involved parties will serve as contacts between the Client and Decade.

2.6.1. [Client]

Client Project Originator

[Name]

[Title]

Phone:

Fax:

E-mail:

2.6.2. Decade Software Company, LLC

Decade Contact Person

[Name]

[Title]

Phone:

Fax:

E-mail:

Background Information

2.7. Business Needs Analysis

2.8. Date Required and Restrictions

Client requested completion date:

2.9. Additional Supporting Information

2.10. Technical Specifications

2.11. Specifications

2.12. Requirements

3. Professional Services Scope Approval

Your signature in this section signifies that you have read and agree with the information and specifications covered within the Professional Services Request.

The Professional Services Request represents a mutual understanding that describes the scope of the professional services requested so that Decade can give you realistic estimates.

Please submit any corrections, additions or modifications to Decade for review and inclusion in this document prior to signing.

It may be necessary, to assure the successful implementation of our professional services, to create additional documents that provide specific details describing the feature, enhancement, report development or other service being provided. The additional documents needed for the successful implementation of this service request are checked below.

X No additional documents needed.

If the Professional Services Request is accepted and subsequently executed as a contract or agreement, further specific documents may be required and will supersede all proposals, including this document.

Further, if the Professional Services Request is accepted and subsequently executed as a contract or agreement, the Client agrees to make a good-faith effort to have a resource available to co-manage the project with Decade Software Company, LLC so as not to detrimentally affect project deadline dates. This involvement can include but is not limited to documentation writing and/or review, testing of a feature or function, validation of data to certify integrity in a conversion, etc. Specific responsibilities will be set forth in subsequent documents as needed by the project type being implemented.

After acceptance by signature, this document as well as any checked documents cannot be modified except by written agreement between the Client and Decade Software Company, LLC.

3.1. Date Professional Services Request Sent

The Professional Services Request was sent on: **[Date]**

Signed document must be returned, to Decade by Client, within 10 days of receipt.

Failure to respond promptly will affect project timelines and could negatively impact delivery dates.

3.2. [Client] Scope Approval Sign-off

Client Representative - Signature

Date Approved

Name: [Title]

Agency or Division:

Phone:

E-mail:

Decade shall own all rights, title, and interest (including without limitation all Intellectual Property Rights) in and to the products developed as a result of this agreement.

Appendix H - CERS Electronic Reporting Transition Plan

Data Assessment - Gap Analysis

The purpose of the E-Reporting Capacity Gap Analysis is to establish the viability of the agency's existing data in comparison to the Title 27 Data Dictionary. This is critical to ensuring a successful data exchange OR integration with data obtained elsewhere (e.g., US EPA Cal/EPA Proposed Scanning/OCR Project).

- Decade will obtain a current copy of the CUPAs EnvisionConnect production database
- Decade will mount CUPAs EnvisionConnect production database in a dedicated test environment
- Decade will catalog/count active records in the CUPA programs
- Decade will identify records shared among other (i.e., Non-CUPA) programs^[1]
- Decade will design and execute a "Data Check" script which will catalog:
 - Missing required fields
 - Data values that do not adhere to the CUPA Data Dictionary (e.g., valid values)
 - Broken referential integrity and "orphaned" records
 - Illogical (not necessarily incorrect) data
 - Active records that appear to be inactive based on recent activities
- Decade will deliver a "E-Reporting Capacity Gap Analysis Document" to CUPA and Cal/EPA

Data Remediation – Data Remediation Plan

In many cases, the results of the E-Reporting Capacity Gap Analysis may not convey an obvious course of action. Each CUPA must take care to preserve historical regulatory/enforcement data, accurate billing, financial history, and time tracking. If the CUPA is using a regional portal, the interaction with the CUPAs portal must also be considered.

In this phase, Decade will collaborate with the CUPA to calculate an optimal response to the E-Reporting Capacity Gap Analysis.

The output of this effort will be a Data Cleanup Plan. The Data Cleanup Plan will describe detail about which values must be populated, changed, updated, etc. and will include a corresponding Test Plan to ensure overall integrity is maintained.

It should be noted that the CUPA or Cal/EPA project managers may make these arrangements through other resources.

Data Remediation – Scripting Services

In many cases, the Data Cleanup Plan will isolate activities that can be conducted en masse via custom SQL scripting. For example, if the CUPA has been coding the Tanks' Product Code as "X" and "W" and the valid response should have been "U" for those reported values, then the SQL Scripting can change all values of "X" and "W" to "U" (within criteria established in the Data Cleanup Plan).

^[1] Agencies that use EnvisionConnect to regulate non-CUPA programs such as Solid Waste (LEA), Site Remediation (LOP), Public Water (LPA), Storm Water Protection, Food, Pools, Body Art, etc., share a common Facility and Owner record. As such, changing the Facility and Owner record for the CUPA programs must be coordinated with other program areas.

In this activity Decade will write custom SQL commands which will make changes across the CUPAs database. Decade will establish a test environment, the CUPA will confirm the changes as acceptable, and then apply the changes to the production environment.

It should be noted that the CUPA or Cal/EPA project managers may make these arrangements through other resources.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Decade Software Company, LLC	Phone:	800-233-9847 ext. 703
Contact Person:	Kevin Delaney	Fax:	559-271-2892
Address:	1195 West Shaw Fresno, CA 93711		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Kevin Delaney
Signature

7-19-2011
Date

Kevin Delaney
Name

President
Title