



STEVEN J. HOOK
CHIEF



CITY of WEST ALLIS
FIRE DEPARTMENT

To: Honorable Board of Police and Fire Commissioners
From: Steven J. Hook, Fire Chief
Re: Local Program Operator Contract between the Wisconsin Department of Commerce and the West Allis Fire Department
Date: April 9, 2010

Attached, please find a copy of the "Comm 10 Wisconsin Administrative Code Local Program Operator Contract between the Wisconsin Department of Commerce and the West Allis Fire Department". The term of the contract is from July 1, 2010 through June 30, 2011, and may be extended for five subsequent one-year periods.

Since the late 1980's, the Wisconsin Department of Commerce has contracted with local fire departments and other agencies to perform environmental protection and fire/property/human safety provisions of Comm 10, the Flammable and Combustible Liquids Code. Specific responsibilities of our fire department as the "contractor" are described in the Scope of Service section, on pages 6 through 9.

In return for providing these services, the City of West Allis is compensated according to the schedule on page 10. In 2008 and 2009 the City received \$14,833 and \$6,258 respectively.

For our fire department, Asst. Chief Martin King administers the contract requirements. Chief King supervises tank inspections, installations and removals, coordinates continuing education for licensed inspectors, and responds to audits. LT Rick Gale is our primary tank inspector, who coordinates sections of the program with our Commerce district representative and local construction contractors.

This contract has been reviewed by City Attorney Scott Post, working with Department of Commerce Legal Counsel Laura Varriale.

With this communication, I am requesting your Board's approval to enter into the operational commitments required by this contract. Once approved, I will forward the contract to the Mayor's office for required Council action and signatures prior to returning any documentation to the State.

Thank you for your consideration. If you have questions or comments regarding the contract or any of its provisions, please don't hesitate to contact Assistant Chief Martin King or me.

Comm 10 Wisconsin Administrative Code
Local Program Operator Contract
Between
Wisconsin Department of Commerce
And
West Allis Fire Department

THIS CONTRACT is made and entered into by and between the Wisconsin Department of Commerce, hereinafter called the "Department," and West Allis Fire Department, hereinafter called the "Contractor."

(NOTE: If an individual, insert individual name of person. If business under a business name, insert "individual name," legally incorporated or a municipality, insert the corporation

5-4-10

2010-0277

WHEREAS, the Department deems it advisable to engage the Contractor to carry out Departmental responsibility pursuant to 101.09, Stats. as an agent of the Department, it appears that more economically and efficiently under a Contract, to accomplish the Department;

WHEREAS, the Contractor has advised the Department of its capability to provide professional service to the Department;

NOW, THEREFORE, in consideration of the promises and covenants contained in the Contracts, the parties hereto, agree as set forth in the following pages 1 through 10.

This Contract is effective on the date signed by the Secretary of the Department of Commerce.

AUTHORITY TO SIGN DOCUMENT. If this Contract is being entered into by a legal entity, such as a corporation or municipality, the person(s) signing this Contract for the Contractor certify and attest that the Contractor's respective Articles of Incorporation, Charter, Corporate By Laws, Corporate or other Resolutions and/or other related documents give full and complete authority to bind the Contractor, on whose behalf they are executing this document.

Contractor (If an Individual)

By: Steven J. Hook

Print name Steven J. Hook

(Optional) Doing Business As West Allis Fire Dept.

Date: 7/19/2010

Contractor (If a Corporation or Municipality)

CITY OF WEST ALLIS
Name of Corporation or Municipality

By: Paul M. Ziehler

Print Name & Title of Corporate or Municipal Officer PAUL M. ZIEHLER CITY ADM OFFICR / CLERK-TREAS

Date: 4/30/10

Wisconsin Department of Commerce

By: Aaron Olver
Aaron Olver, Secretary

Date: 6/30/10

RECEIVED
MAY 11 2010
CLERKS DIVISION

Address for Payments Under Contract

Name: CITY TREASURER
Street: 7525 W. GREENFIELD AV.
City/ZIP: W. ALLIS WI 53214
Tax ID Number: (FEIN#) 39-6005651

RECEIVED
MAY 11 2010
ERS DIVISION

I. GENERAL

- A. Services Standards. The Contractor will provide the services hereinafter set forth in accordance with the best professional standards. During the term of this Contract the Contractor (including individual officers, directors or employees) shall not engage in any business regulated by the Comm 10 Wisconsin Administrative Code including, but not limited to: installation, closure, tightness testing, cathodic protection testing, or repair of UST or AST systems.
- B. Subletting or Assignment of Contract. The Contractor may not sublet, sub-contract or assign to others any part of the work under this Contract. The Department may authorize in writing a temporary sub-contract or assignment at the request of the Contractor.
- C. Employment. The Contractor may assign duties to be performed under this Contract to any employees employed by the Contractor, provided the employee is certified by the Department and has experience and knowledge of the subject and capability to adequately perform the services required under this Contract.
- D. Term of the Contract. The initial contract period will be from July 1, 2010 through June 30, 2011. The Contract may be extended for subsequent five one-year periods upon the written agreement of the Department and the Contractor.

NOTE: Performance of Service – although the contract may be awarded after the beginning of the state fiscal year (FY), the Contractor is obligated and agrees to conduct all UST and AST inspections required within the fiscal year period.

- E. Nondiscrimination in Employment. Chapter 16.765 of the Wisconsin Statutes requires the following provision to be included in every Contract executed by agencies of the State. The Contractor agrees to the provisions as stated below:

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting office setting forth the provisions of the nondiscrimination clause.

- F. Certification of Affirmative Action Contract Compliance. The State of Wisconsin requires that successful Contractors, who are awarded Contracts of \$25,000 or more and have an annual work force of 25 or more employees, include the following clause in their Contract:

Within 15 days of the commencement of the Contract, an affirmative action plan will be submitted to the State Office of Contract Compliance, Department of Administration, P.O. Box 7867, Madison, Wisconsin 53707-7867.

Contractors are encouraged to contact the Office of Contract Assistance for technical assistance in complying with this contract requirement. An affirmative action plan is a

written document that details an affirmative action program. Key parts of an affirmative action plan are: 1) a policy statement pledging nondiscrimination and affirmative action employment, 2) internal and external equal opportunity officer, 3) a work force analysis that identifies disabled employees, 4) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balance of work force, 5) revision of all employment practices to ensure that they do not have discriminatory effects, and 6) establishment of internal monitoring and reporting systems to measure progress regularly.

G. Disclosure. If a state public official (Section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this Contract, this Contract is voidable by the Department unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 125 South Webster Street, Madison, Wisconsin 53702, (Telephone: (608) 266-8123).

H. Legal Relations.

- (1) The Contractor will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct.
- (2) The Department will be responsible for the enforcement of compliance orders beyond the administrative stage. The Contractor shall conduct inspections, issue correction notices and compliance orders, affix red tags, and take any other appropriate administrative steps to obtain compliance within time frames acceptable to the Department. When compliance has not occurred at the conclusion of these administrative steps, the Contractor shall immediately notify the Department and furnish any documents requested by the Department to enable it to pursue enforcement. The Contractor agrees to make its employees and records available to the Department, a district attorney or the Attorney General's Office in connection with any actions to enforce a Department order.
- (3) The Contractor shall immediately notify the Department of any claim or lawsuit filed against the Contractor that relates to its activities under this Contract. In performing this Contract, the Contractor shall be regarded as an agent of the state under sec. 893.82 and 895.46 Stats., and a deputy of the Department under s 101.02(5)(b), Stats. The Contractor is not an employee of the Department and no employee – employer relationship exists in any form whatsoever.
- (4) If the Contractor is not a unit of government, a fire department organized under Ch. 181, Stats., or a fire department organized under Ch. 213, Stats., the Contractor must obtain errors and omissions insurance for the term of this Contract, in the amount of at least \$250,000, and furnish a certificate of insurance to the Department within thirty (30) days of the effective date of this contract.

I. Contract Administration. Liaison with the Department will be through the Section Chief, Storage Tank Regulation Section.

J. Liaison. The Contractor will supply the name of one person to act as liaison to the Department. This person shall have sole authority for the Contractor in regards to the program. All correspondence and coordination will be done through the liaison.

K. Termination of Contract. The Department may terminate this Contract at any time at its sole discretion with or without cause by delivering written notice to the Contractor. The

Contract will be terminated 30 days after written notice of intent to terminate the Contract is sent to the Contractor. The Department in its sole discretion and upon 30 calendar days prior written notice to the Contractor, may also terminate this Contract if the Contractor fails to perform any of its obligations hereunder.

- L. Department's Rights if Contractor Fails to Perform. If the Department determines that the Contractor is not meeting performance obligations, or has used funds for purposes other than the activities specifically authorized in the Contract, the Contractor shall repay any unearned or misused funds, as determined by the Department, to the Department within thirty (30) calendar days after notice of such determination, and request for repayment, together with related administrative costs, interest at the annual rate of current prime, court costs and attorneys' fees required by the Department to retrieve said funds.

This Contract is subject to the availability of funds by the Department and may be terminated upon written notice that funds are not available. Termination will occur 30 days after notification is sent. Termination will require written notice to be sent to the Contractor by the Department.

If the Contractor fails to perform any of its obligations hereunder, the Department may intervene and protect its rights and interests. Upon the Department's request, the Contractor shall execute and deliver an assignment and any other legal documents that may be required by the Department to facilitate its pursuit or intervention in such negotiations or litigation.

The Contractor may terminate the Contract by refusal to accept proposed modifications to the Contract (see paragraph R) or an election not to continue to perform the services, with 30 days written notice. The Contractor must deliver all records to the Department within 60 days of notification or termination.

- M. Liability upon termination. Upon the termination of this Contract under paragraph K and/or L and P above or for any other reason, the Department's liability to the Contractor shall be limited to the total of: (1) the percentage of the total funds allocated for federally registered tanks which corresponds to the ratio between the actual time period of the Contract and the original term of the Contract; (2) payments due for tanks other than federally registered tanks; and (3) payments due for installation inspections performed for tank systems other than tanks registered to the federal government; (4) less any unearned or misused funds or consequential damages caused by the contractor's errors or omissions for which the Department is or may become liable.
- N. Proprietorship. The materials and information developed under this Contract shall be the property of the Department. All information, files, records and documents in the possession of the contractor necessary to carry out obligations of this contract (included but not limited to: inspection checklists, plan review applications and approval letters, non compliance orders, etc.) are the property of the Department. Contractor may retain a copy of all files, records, and documents related to carrying out the obligations of the Contract.
- O. Examination of Records. The Contractor agrees that the Department of Commerce will have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Contractor, involving transactions relating to this Contract. Such material will be retained for three years by the Contractor following completion of the Contract.

- P. Continuance of Contract. As required by law, this Contract must include the following provision: Continuance of this Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.
- Q. Confidentiality. The Contractor warrants that it will retain all information belonging to the Department in strictest confidence and will neither use it nor disclose it to anyone without the express written consent of the Department. The contractor also agrees to hold the Department harmless for its disclosure of confidential information. This Section shall not apply to requests for records made to the Contractor under the Open Records law. Contractor shall handle such requests in accordance with the provisions of sections 19.31, et. seq., of the Wisconsin Statutes.
- R. Disclaimer of Liability and Hold Harmless Provision. Neither the Department, nor any of its officers employees shall be held liable for any improper or illegal, intentional, negligent incorrect performance of the Contract by the Contractor. The Contractor further AGREES TO INDEMNIFY AND HOLD HARMLESS the Department and all of its employees from any loss, liability, costs (including court costs) and attorneys' fees, for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of services, loss of profits or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the performance and/or non-performance of the Contract by the Contractor.
- S. Contract Modifications. This Contract may be modified in whole or in part by the Department at any time upon not less than 15 working days written notice to the Contractor. In the event of such modification by the Department, the Contractor must accept or reject the modifications during the thirty- (30) day following the date of the written notice. In the event of rejection of modifications, either party may exercise its rights to terminate the Contract.
- T. Taxes. The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes. If the Contractor incurs a tax as a result of being awarded the Contract, the Contractor will be responsible for paying it, but not with funds provided under this Contract.

Registration No. 39-73-1021-K was issued to the State of Wisconsin by the IRS to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code. This registration number is on file with the District Director, U.S. Treasury Department, Internal Revenue Service, Milwaukee, WI.

The Wisconsin Department of Revenue does not issue sales tax-exempt numbers to the State of Wisconsin, S. 77.54(9a).

II. SCOPE OF SERVICE

- A. The Contractor will perform, as specified by the Department, the environmental protection and fire/property/human safety provisions of Comm 10 the Flammable and Combustible Liquids Code. Primary duties of the Contractor in implementing the environmental and fire safety provisions of Comm 10 will include:
1. Performing plan review and approval for tank systems under the scope of Comm

10.100 for facilities with all tanks of less than 5,000 gallons.

Approving/disapproving the plans, which are submitted, based upon the criteria established in Comm 10.

2. Performing AST and UST installation inspections for tank systems whose plans have been reviewed at the Department or LPO level, submitting the proper documentation, and providing Commerce retail program notification.
 - a) Submitting a copy of the installation checklist to the Department.
 - b) Notifying the respective Bureau of Retail Petroleum Services office when final inspection has been conducted on installation or upgrade at retail sites.

Note: UST systems have a minimum of three on-site inspection points: 1) Pre-installation scope and planning, 2) Pipe pressure test, and 3) Pre-operational installation verification.

3. Performing the annual inspection of underground tanks for compliance with leak detection, release prevention, functional operation and maintenance established in Comm 10 as directed by the Department for:
 - ◆ "In Use" and "Temporarily out of Service" federally regulated tank systems,
 - ◆ "In Use" heating oil USTs with capacity greater than 4,000 gallons,

and designated registered "In Use" aboveground tank systems for compliance with leak detection, release prevention, operation and maintenance established in Comm 10 as directed by the Department for:

 - ◆ non agricultural/non private/non retail aboveground storage tank used for vehicle fueling,
 - ◆ aboveground storage tank of occupancy types: "utility, industrial, mercantile/commercial, designated government owned fleet, and schools,
 - ◆ Contents include: Diesel, Leaded Gasoline, Unleaded Gasoline, Kerosene, Fuel Oil, Aviation Fuel, Gasohol, Premix, Unknown, Hazardous Waste, and Chemical (CERCLA List liquids in ASTs 1,100 gallon capacity and larger) registered tank systems.
4. Conduct site inspections when necessary to verify the status or existence of "Abandon" tanks in the process to bring tank closure or to assist Commerce resolve database and permit related issues.
5. Provide technical advice and information to tank system owners and operators. As used in this Section, "technical advice" means informing owners and operators of what options and procedures are acceptable. "Technical advice" shall not mean performing engineering service or guidance.
6. Conduct necessary program administration, including filing and reporting.
7. Conduct activities with local contractors and operators during hours that provide an efficient and effective program response.
8. Conduct UST closure inspections.

Note: For additional information regarding installation and closure inspections refer to Inspection Guidelines beginning on page 11.

B. In carrying out the duties of the Contract, the Contractor is responsible for:

1. Having a sufficient number of certified inspector(s) who have successfully completed the Department's required training and certification in order to carry out the assigned program duties under this Contract.

2. Maintaining program records to document inspections and provide data to the Department's tank database. Providing program reports on compliance rates, outstanding orders and program performance.
 - a) Submitting installation inspection checklists to the Department to record inspections and to trigger payment for installation inspection.
 - b) Maintaining inspection records and data on violations identified, orders written and orders satisfied via the Internet Inspection Reporting Application (IIRA)..
 - c) Ensuring that tank inventory forms are submitted to the Department by the owner for new installations, closures or changes in ownership identified during inspections.
 - d) Provide program support in correcting database errors, information deficiencies, etc., by investigating and researching local records, history, etc.
3. Provide accurate program and technical information to local residents, tank system owners and other interested parties. Represent the Department with professionalism and courtesy in all communications and actions.
4. Having a combustible gas indicator for monitoring for flammable vapors during inspections and closures.
5. Consult with Department staff on questions of program interpretation. Follow Department program direction and interpretation. Any disagreement regarding program interpretation shall be resolved in favor of the Department, whose interpretation is final and conclusive.
6. Reporting – Contractor shall provide the Department with performance information or statistics as deemed necessary by the Department.
7. IIRA Reporting – Annual UST and AST inspections
The Contractor shall provide the Department with monthly site inspection and compliance performance reports by the 5th of the following month via an Internet Inspection Reporting application. The site reports shall include:
 - a) Identification and data entry of specific non compliance issues.
 - b) Data entry if a Red-tag(s) is administered.
 - c) Date entry that non-compliance orders were brought into compliance or resolution.
 - d) Tank attribute data change/entry as database access and program direction is provided.

NOTE: Contractor is not required to perform annual or maintenance inspections of tank systems at facilities which are visited by staff of the Bureau of Retail Petroleum Services. These tank systems will be inspected as part of the petroleum inspection effort.

8. Issuing initial orders and follow-up actions for tank system closures required by Comm 10 unless it is mutually agreed that the order should be written by one of the Department's staff members. Maintaining documentation of all inspections and orders, including, re-inspections to determine compliance with orders.
9. Receiving original contractor closure notices. Providing approvals of closures in place if warranted by specific site conditions. Performing inspections at the closure of underground tank systems or as directed by the Department or local municipal ordinance or policy.

10. Issuing enforcement orders and performing follow-up actions or investigations on violations of Comm 10's groundwater protection and fire safety provisions, which are identified through: inspections, the plan review process, permit and registration processing, public inquiry or notice, etc. Maintaining documentation of all inspections and orders, including, re-inspections to determine compliance with orders.

11. Safety – Assuring compliance with all applicable statutes and codes relating to workplace safety for Contractor's employees. The Department PROHIBITS CONFINED SPACE ENTRY WHEN PERFORMING ANY WORK UNDER THE REQUIREMENTS OF THIS CONTRACT.

C. Deputy Status and Limits on Deputy Status. For the limited purposes of carrying out the inspection, enforcement and technical assistance functions in this section, the Contractor will be a deputy of the Department under the provisions of §101.02(5), Stats. The Contractor's authority shall be strictly limited to the duties described in this section, and the Contractor is not authorized to act as an agent of the Department for any other purposes. The Contractor is an independent contractor, and nothing in this RFB or in the Contract with the Department is intended to create an employment relationship with the Department with either the Contractor or any of its employees. The Contractor is solely responsible for its actions and those of its employees in carrying out the functions specified under this RFB and the Contract. The Department has sole authority to interpret the provisions of state and federal statutes and rules relating to petroleum storage tanks and may require the Contractor to rescind and/or re-issue any action, order, or technical advice that conflicts with the Department's interpretation.

III. TIME, COST AND ADMINISTRATION

A. The Contractor may not charge fees for services provided under this Contract, except from the sources indicated.

B. Total cost for the Contract shall not exceed the moneys provided through:

1. Calculations for the respective state fiscal year payment based upon the dollar amounts specified in Section III, E. and the Department's tank database population on June 30th of the preceding year.
2. The Contractor's share of installation inspection fees.
3. Contractor's locally generated plan review fees.
4. Any other funds generated at the local level through local permits, ordinance, etc.
5. The Contractor may not charge fees for services provide under this Contract, except from the sources indicated.
6. The Department will not be responsible for any payments in excess of and subject to subsection A (1) above. Any request for an increase in payment in excess of subsection A (1) shall be made pursuant to Section I General, (S) Contract Modifications.

C. Payments to the LPO Contractor will be made quarterly for installation and closure inspections reported to the Department and supported by a completed installation checklist. Payments to the Contractor for annual inspections will be made on approximately the 15th of the month following the month the inspection was entered by the LPO on the Internet LPO Inspection and Payment Reporting System.

- D The Contractor is responsible for establishing and controlling expenditures within its budget to assure all services provided under the bid and subsequent contract are completed.
- E. The Department will pay the Contractor for the performance of services under this Contract as follows:
1. A Contractor with a voluntary services Contract shall be paid for its service area, corresponding to one or more fire jurisdictions, based upon IIRA recorded inspections and installation and closure inspection documentation submitted:
 - a) \$80 for each registered "federally regulated" UST system in use (Type 1),
 - b) \$50 for each registered "federally regulated" temporarily-out-of-service UST (Type 2),
 - c) \$80 for each registered "heating fuel" UST greater than 4,000 gallons (Type 3),
 2. The amount the contractor will be paid for each registered "In use" non-agriculture/non-private/non-retail above ground storage tank (AST) used for vehicle fueling, and payment for each registered "In use" above ground storage tank (AST) of occupancy type: utility, industrial, mercantile/commercial, school and government fleet:
 - a) \$80 for each Vehicle fuel ASTs (Type 6)
 - b) \$80 for each Non vehicle fuel ASTs (Type 7)
 3. \$150 for the site UST Pre-installation scope and planning meeting. Plus the Contractor's share of Comm 2 installation inspection fees. For installation inspections of plans reviewed at the state level, 80% of the Comm 2 installation inspection fee charged.
 4. \$80 for the site UST closure inspection.
 5. A fee equal to 7.5% of the annual inspection payment will be paid to the LPO if the annual audit determined that the LPO had met all contract expectations.
- F. In addition to the funding provided by the Department, the Contractor may have available the funds generated through the local plan review process and any permit fees established by ordinance on a local level. Contractors must charge according to the plan review and inspection fees established in Comm 2, Wis. Adm. Code.
- G. The Department retains the sole authority to determine the amount of monies payable to the Contractor for services provided by the Contractor under this Contract.

Definition of Tank Classifications;

In Use – An aboveground or underground tank that is being used to store and/or dispense a product regulated under Comm 10.

Abandoned – An aboveground or underground tank that is not being used and is not properly closed as required by Comm 10, or is not in "Temporary Out of Service" status pending upgrade.

Closed – An aboveground or underground tank that has been taken out of service, cleaned and either removed from the site or closed in place under the requirements of Comm 10 or the Flammable and Combustible Liquids Code in effect at the time of closure.

Temporarily Out Of Service – An aboveground or underground tank that is not "In Use" pending system upgrade modification for groundwater protection.

UST/AST Installation / Closure Inspection Guidelines

The purpose of the installation inspection is to maintain regulatory oversight of systems that have a potential to pose significant risk to fire safety and environmental contamination if not properly installed. The inspector functions as a liaison for the state regulatory and enforcement program and as a monitor to protect the interests of the owner.

The concept behind the installation inspection requirements and Departmental expectation is a pre-installation visit to establish expectations in administrative and operational aspects throughout the installation process, and to monitor at least two milestones as the installation progresses. The pre-installation scope and planning meeting is intended to develop a strategy for communications between the inspection agency and the contractor. This strategy to assure that adequate notification is made to accommodate, in a timely manner, the inspection points throughout the installation process and what must be in place, operationally and administratively, for the inspector to sign-off prior to placing the system into operation. The optimum time for the pre-installation scope and planning meeting is during the air test of the tanks after they have been unloaded, prior to being placed in the excavation.

The department has established two inspection oversight milestones as the installation progresses. However, two inspections may not be adequate to maintain proper regulatory oversight during the installation process, depending upon the magnitude or scheduling of the installation. Regulatory inspection oversight may be maintained at some AST installations through one inspection just prior to placing the system in operation.

The first inspection milestone is after the major excavation work has been completed and the primary components of the system are in place. The piping will be exposed and the line pressure test will be taking place prior to connection to the dispenser and the tank.

The final inspection milestone will be conducted prior to placing the system into operation. This inspection is intended to confirm the previous work, verify the integrity of the system and the leak detection methodology in place, and bring the administrative process to closure.

The Department has taken the position that if the Contractor gives adequate notice to the LPO for a pending installation inspection, conflicts with the LPO's schedule should not hold-up the Contractor's progress. This does not mean that the inspector's inspection obligations or the regulatory oversight are diminished. The inspector may authorize the Contractor to continue, but the Contractor must allow provisions for verification of specific inspection points. Examples are burial depth, slope, flex connectors, anodes, isolation bushings, etc. The inspector has the authority to require that the Contractor provide specific accommodations to facilitate inspection. Restricting the amount of trench backfilled and/or providing photographs are just two means an inspector may use to maintain verification oversight.

The final inspection is extremely important. The inspector conducting the final inspection is signing the form confirming that the final and all prior inspections have been thorough, all components are in place, and that no changes have occurred that are not documented. It is the Department's expectation that the final inspection will involve a walk-through visual inspection of the entire system from the storage tank to the dispenser. The inspector will have access covers and dispenser doors opened to accommodate a visual verification.

The following Installation Inspection Guide (pages 12 – 15) is designed to serve as an internal check for the inspector, enabling the inspector to gauge his/her thoroughness and consistency when conducting installation inspections. This guide can be used in many ways, individually or

by the agency when multiple inspectors are involved with a site through the duration of the installation.

Pre-installation Scope and Planning Meeting Expectations

- ◆ Discuss administrative aspects and how contractor will verify and document integrity and diagnostic tests, e.g., sump containment tightness, system leak detection, corrosion protection, overfill alarm, etc.
- ◆ Verify that system is being installed within the restrictions of the respective Material Approval or Petition For Variance.
- ◆ Verify tank, dispenser and emergency control locations and setbacks as reflected on the plan.
- ◆ Discuss potential plan revision items.
- ◆ Discuss areas of the installation that are not under the responsibility of the tank system equipment contractor, e.g., electrical.
- ◆ Confirm methods of leak detection, corrosion protection, and overfill prevention.
- ◆ Agree on notification / inspection time perimeters, flexibility, etc.
- ◆ Discuss other key inspection or contractor employees that may be working on this site, signing inspection forms, and serve as contact for status inquiries.
- ◆ Discuss third-party contractors that may be involved, e.g., fencing contractor, tightness tester, etc.
- ◆ Discuss who will be attending final inspection and what must be accessible and available.

Installation Inspection Expectations:

Installation inspections commence when the installation, retro-fit, upgrade or remodeling is underway. The inspector is expected to assess that the installation is being conducted in accordance with the respective national standards, Petition For Variance, Material Approvals and Comm 10 and conforms to the system installation plan or revision. The Department does not expect the LPO inspector to attend the duration of component integrity or diagnostic testing. It is the expectation of the Department that the inspector visit the site at some point in time during or immediately after a component test, such as the initial pipe tightness test or the pre-operational tank system tightness test, is conducted. The department expects that the inspector will review test procedure and component test results to confirm that the test procedure and results are documented.

UST Closure Inspections

The inspector shall visit the site preferably during the excavation activity, but prior to backfill to assess the following:

- ◆ That soil sampling was performed for federally regulated and heating fuel tanks larger than 4,000 gallon capacity and for other USTs where contamination is suspected.
- ◆ Individual performing the soil sampling is a current Comm 5 Certified Site Assessor.
- ◆ For sites with contamination, the inspector should discuss with the closure contractor the suspected source of the contamination (tank leak, pipe leak, spill and overfill source, etc.) and document that on the closure checklist.
- ◆ Confirm who is making DNR notification.

Major Site Inspection Components

These guidelines should be used in conjunction with the installation checklists (ERS-6294 and ERS 9658).

A. Administrative

Plan review verification.

- Approved plans on site.
- Installation Inspection Checklist started.
- Tank capacity and number corresponds with submittal.
- Tank setbacks within restrictions. (Property line, buildings, LP tanks, etc.)
- Dispenser setback. (Building, retail/nonretail, kerosene dispensing, etc.)
- Access manways installed corresponding with submittal.
- Overfill devices.
- Spill containment.
- If changes have been made is there a plan revision on site.
- Tank soap test documentation on site.
- Material Approval (if applicable) for pipe, leak detection, tank, flex connectors, dike liners.
- Installation according to Material Approval or Petition For Variance.

B. Piping

Precision Test.

- Primary piping been completed and test information documented by technician.
- Secondary piping been completed and test information documented by technician.

Peripherals.

- Slope or configuration of piping/pipe run is code complying.
- Steel piping has number of anodes as indicate on plan review.
- Piping has mechanical listed flex connectors at tank and dispenser (except for flexible piping with material approval).
- Emergency shut-off valve with fusible link is positioned according to manufacturer's specifications.
- Vent pipes for class 1 products minimum 12' above grade and 5 feet from building openings.
- Vent pipes for class II products minimum 4' above grade.

C. Cathodic Protection Systems

- Anodes placed as approved.
- Impressed current CP - conductor buried at least 24" below finished grade.
- Test stations installed.
- Test conducted for effectiveness, if so is copy of test results on site.
- Verification of CP designer, installer, etc. NACE qualifications/certification.

D. Release Detection

- Precision test has been conducted on tank and lines prior to placing the system into operation.
- All leak detection methodology has Material Approval.
- Leak detection methodology applies to the system in place.

- Size of tank.
- Manifolded tanks.

Automatic Tank Gauging.

- Diagnostic and calibration test conducted on ATG system.

Automatic Tank Gauging & Inventory Control.

- Diagnostic and calibration test conducted on ATG system.
- Inventory Control recordkeeping system established.

Interstice Monitoring.

- All interstice monitoring systems whether mechanical or electrical, require precise installation, testing, and in some cases calibration.
- Recordkeeping system established.

Inventory Control & Tightness Testing.

- Recordkeeping system established.

Statistical Inventory Reconciliation.

- Recordkeeping system established.

Manual Tank Gauging.

- Recordkeeping system established.

Electronic Line Leak Detector

- Diagnostic check and alarms tested and verified operational.
- If used for startup test and/or annual precision test of piping a diagnostic check and documentation of a passed tightness test (to specifications on Material Approval) of pipe.

Mechanical Flow Restrictor

- Verification that mechanical flow restrictor was checked to trip at 3 GPH (max.) flow rate.

E. Site Overview Inspection

- Fill pipe caps and manhole covers color-coded appropriate for product.
- An emergency breakaway on each Class I liquid hose.
- Are fuel oil and kerosene dispensers at least 10 feet away from dispensing equipment for class 1 liquids?
- Operating instructions and emergency instructions for unattended self-service stations.
- Stop motor and no smoking signs posted.
- Are dispensers mounted and bolted down properly.
- Emergency shut off installed inside building and working.
- Push-to-stop button on dispensers (if required).
- Unattended fueling - Emergency Shutdown device installed and visible.
- Unattended fueling - Fire Department notification posted.

F. Documentation and Training

- Site address, installation specifications and data on installation plans, installation inspection checklist, and inventory forms match.
- Components installed correspond with components on plan submittal.
- Copy of startup test(s) included with submittal of Installation Checklist.

- Owner/operator been trained in the use of the leak detection and monitoring system *before* the system has been place into service.
- Owner has been provided with all installation, operating instructions, and Material Approval documents for all components of the tank system.
- Owner/operator has all documents available for inspection, as required.

G. Post Inspection Notification to Bureau of Retail Petroleum Services

For *retail sites*, send Fax or E-mail notification to the respective Department of Commerce Bureau of Retail Petroleum Services office that the installation inspection has been completed.

If all the respective requirements of this guideline cannot be met the system should not be allowed to be put into service.

End of Contract