Memorandum

TO: NMFR Joint Finance & Personnel Committee Members

FROM: Kevin Kloehn, Chief

DATE: June 23, 2016

RE: LPO Contract

I've attached the renewal Local Program Operator Contract (LPO) contract we have been asked to review and sign. This contract is between our Department and the State of Wisconsin and it is for us to conduct above and below ground tank inspections within our two Cities. We do receive payment for these services and monies are put back into each City's general fund. This contract runs from January 1, 2016 through December 31, 2017. Both City Attorneys have reviewed the contract and have agreed it is acceptable to move forward.

An appropriate motion would be a recommendation the City of Neenah and City of Menasha Common Councils approve the Wisconsin Administrative Code Chapter ATCP 93 Local Program Operator Contract between Wisconsin Department of Agriculture, Trade, and Consumer Protection and Neenah-Menasha Fire Rescue for a time period of January 1, 2016 through December 31, 2017 and authorize Chief Kevin Kloehn to sign this contract on behalf of Neenah-Menasha Fire Rescue.

If you have any questions, please feel free to call me at 886-6203.

Thank you.

KK/tt

Enclosure

125 E. Columbian Avenue, Neenah, WI – Phone 920-886-6200, Fax 920-886-6208

Wisconsin Administrative Code Chapter ATCP 93
Local Program Operator Contract
Between
Wisconsin Department of Agriculture, Trade, and Consumer Protection
And
Neenah-Menasha Fire Rescue

THIS CONTRACT is made and entered into by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection, hereinafter "the Department," and Neenah-Menasha Fire Rescue, hereinafter "the Contractor."

WHEREAS, the Department deems it advisable to engage the professional services of the Contractor to carry out Departmental responsibility pursuant to Wis. Stat. s. 168.25 and Wis. Admin. Code s. ATCP 93.110 as an agent of the Department and, it appears that such services can be performed more economically and efficiently under a Contract, to accomplish the requirements of the Department;

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

NOW, THEREFORE, in consideration of their mutual and dependent promises, the parties hereto, agree as set forth in the following pages 3 through 15.

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

AUTHORITY TO SIGN DOCUMENT. If this Contract is being entered into by a legal entity, such as a corporation, limited liability company, or municipality, the person(s) signing this Contract for the Contractor certify and attest that the Contractor's respective Articles of Incorporation, Articles of Organization, 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.

_____

By:_____

_____
Print Name & Title of Individual with Authority to Contract on Behalf of Legal Entity

Date:_____

Wisconsin Department of Agriculture, Trade and Consumer Protection

By: _____
Sandy Chalmers, Assistant Deputy Secretary

Date: _____

Address for Payments Under Contract

Name: _____

Street: _____

City/ZIP: _____

Tax ID Number: (FEIN#) _____

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 Wis. Admin. Code ch. ATCP 93 including, but not limited to: installation, closure, tightness testing, cathodic protection testing, or repair of Underground Storage Tank (UST) or Above Ground Storage Tank (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 contract period will be from July 1, 2016 through June 30, 2020.

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 following: employment, upgrading, demotion or transfer; recruitment or 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 officer 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) or successor entity.

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 Wis. Stat. ss. 893.82 and 895.46, and a deputy of the Department under Wis. Admin. Code s. ATCP 93.050(13). 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 Chief of the 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.

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 to 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, 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 carryout 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.

O. Examination of Records. The Contractor agrees that the Department of Agriculture, Trade, and Consumer Protection 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. 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 for 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 the Contractor's disclosure of confidential information.

R. Disclaimer of Liability and Hold Harmless Provision. Neither the Department, nor any of its officers or 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. Inspection Contracts with Other Fire Districts. If a Contractor wishes to provide new LPO inspection services for another fire district municipality, a copy of an agreement signed by the chief elected municipal officer for that fire district as required by ATCP 93.110 shall be provided to the department.

II. SCOPE OF SERVICE

A. The Contractor will perform, as specified by the Department, the environmental protection and fire/property/human safety provisions of Wis. Admin. Code Ch. ATCP 93 Flammable, Combustible, and Hazardous Liquids. As its primary duties in implementing the environmental and fire safety provisions of Wis. Admin. Code Ch. ATCP 93 the contractor shall:

1. Perform plan review and approval for tank systems under the scope of Wis. Admin. Code s. ATCP 93.100 for facilities with all tanks of less than 5,000 gallons. Approve/disapprove the plans, which are submitted, based upon the criteria established in Wis. Admin. Code Ch. ATCP 93.
2. Perform 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 the Department retail program notification.
   a) Submit a copy of the installation checklist to the Department.
   b) Notify the respective Bureau of Weights and Measures Field Operations inspector 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) Tank and pipe pressure test, and 3) Pre-operational installation verification.

3. Perform the annual inspection of underground tanks for compliance with leak detection, release prevention, functional operation and maintenance established in Wis. Admin. Code Ch. ATCP 93 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 ATCP 93 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 5,000 gallon capacity and larger) registered tank systems.
4. Conduct site inspections when necessary to verify the status or existence of "Abandoned" tanks in the process to bring tank closure or to assist the Department in resolving database and permit related issues.
5. Provide technical advice and information to tank system owners and operators.
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.

B. In carrying out the duties of the Contract, the Contractor shall:

1. Have 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. Maintain 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) Submit installation inspection checklists to the Department to record inspections and to trigger payment for installation inspection.
   b) Maintain inspection records and data on violations identified, orders written and orders satisfied via the state inspection software program.
   c) Ensure 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 for correction of 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. Have 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 by the Department, whose interpretation is final and conclusive.

6. Provide the Department with performance information or statistics as deemed necessary by the Department.

7. Provide the Department with monthly site inspection and compliance performance reports by the 5th of the following month via the state inspection software program. 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 Weights and Measures Field Operations. These tank systems will be inspected as part of the petroleum inspection effort.

8. Issue initial orders and follow-up actions for tank system closures required by Wis. Admin. Code Ch. ATCP 93 unless it is mutually agreed that the order should be written by one of the Department's staff members. Maintain documentation of all inspections and orders, including, re-inspections to determine compliance with orders.

9. Receive original contractor closure notices. Provide approvals of closures in place if warranted by specific site conditions. Perform inspections at the closure of underground tank systems or as directed by the Department or local municipal ordinance or policy.

10. Issue enforcement orders and perform follow-up actions or investigations on violations of Wis. Admin. Code Ch. ATCP 93'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. Maintain documentation of all inspections and orders, including, re-inspections to determine compliance with orders.

11. Assure 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 Wis. Admin. Code s. 93.050(13). 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 Department will not be responsible for any payments in excess of the source amounts referred to in subsection A. Any request for an increase in payment in excess of the source amounts referred to in subsection A shall be made pursuant to Section I General, (S) Contract Modifications.

C. Payments to the 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 submitted to the department.

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:

   For State Fiscal Years 2016-2017:

   1. Annual Inspections of Underground Tank Systems. A Contractor with a voluntary services Contract shall be paid for its service area, corresponding to one or more fire jurisdictions, based upon annual recorded inspections and installation and closure inspection documentation submitted:
      a) $90 for each registered "federally regulated" UST system in use (Type 1),
      b) $60 for each registered "federally regulated" Temporarily-Out-of-Service UST (Type 2),
      c) $90 for each registered "heating fuel" UST greater than 4,000 gallons (Type 3),

   2. Periodic Inspections of Aboveground Tank Systems. 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) $90 for each Vehicle fuel ASTs (Type 6)
b) $90 for each Non vehicle fuel ASTs (Type 7)

3. Installation. $170 for the site UST Pre-installation scope and planning meeting. Plus the Contractor's share of ATCP 93 installation inspection fees. For installation inspections of plans reviewed at the state level, 100% of the ATCP 93 installation inspection fee charged.

4. Closure. $90 for the site UST closure inspection.

5. Performance Fee. A fee equal to 7.5% of the annual inspection payment will be paid to the Contractor if the annual audit determined that the Contractor had met all contract expectations.

For State Fiscal Years 2018-2020

1. Annual Inspections of Underground Tank Systems. A Contractor with a voluntary services Contract shall be paid for its service area, corresponding to one or more fire jurisdictions, based upon annual recorded inspections and installation and closure inspection documentation submitted:

a) $92 for each registered "federally regulated" UST system in use (Type 1),
b) $62 for each registered "federally regulated" Temporarily-Out-of-Service UST (Type 2),
c) $92 for each registered "heating fuel" UST greater than 4,000 gallons (Type 3),

2. Periodic Inspections of Aboveground Tank Systems. 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) $92 for each Vehicle fuel ASTs (Type 6)
b) $92 for each Non vehicle fuel ASTs (Type 7)

3. Installation. $175 for the site UST Pre-installation scope and planning meeting. Plus the Contractor's share of ATCP 93 installation inspection fees. For installation inspections of plans reviewed at the state level, 100% of the ATCP 93 installation inspection fee charged.

4. Closure. $92 for the site UST closure inspection.

5. Performance Fee. A fee equal to 7.5% of the annual inspection payment will be paid to the Contractor if the annual audit determined that the Contractor 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. The Contractor must charge according to the plan review and inspection fees established in Wis. Admin. Code Ch. ATCP 93.

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 Wis. Admin. Code Ch. ATCP 93.

Abandoned – An aboveground or underground tank that is not being used and is not properly closed as required by Wis. Admin. Code Ch. ATCP 93, or is not in "Temporarily-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 Wis. Admin. Code Ch. ATCP 93 of the Flammable, Combustible, and Hazardous 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 13 – 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 inquires.
- 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 ATCP 93 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 or proof of factory vacuum integrity throughout installation process.
- 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.
- 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 or highest snow height.

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.
  - Capacity of tank and piping.
  - Manifolded tanks.

Automatic Tank Gauging.

- Diagnostic and calibration test conducted on ATG system.
- Setup print-outs submitted to DATCP with installation checklist.

Interstitial Monitoring.

- All Interstitial monitoring systems whether mechanical or electrical, require precise installation, and testing.
- Recordkeeping system established.

Statistical Inventory Reconciliation.

- Recordkeeping system established.

Electronic Line Leak Detector

- Verification that electronic line leak detector was checked to trip at 3 GPH @ 10 psi equivalent (max.) flow rate.
- 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@ 10 psi equivalent (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 and II liquid hose.
- Are fuel oil and kerosene dispensers at least 20 feet away from dispensing equipment for class I and II motor fuel 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.

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 Weights and Measures Field Operations

For *retail sites*, send Fax or E-mail notification to the respective Weights and Measures Field Operations 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