

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
UNDERGROUND STORAGE TANK BRANCH**

REIMBURSEMENT PROCEDURES AND LIMITATIONS

For

**Environmental Response Action Contractor (ERAC)
Expense Reimbursement Requests**

From The

MISSISSIPPI GROUNDWATER PROTECTION TRUST FUND

February 1, 2011

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**Mississippi Groundwater Protection Trust Fund Reimbursement Procedures and Limitations
For Time and Materials Not-to-Exceed And Fixed-Price Reimbursement Requests**

1.0 TIME AND MATERIALS NOT-TO-EXCEED REIMBURSEMENT REQUESTS

Time and materials not-to-exceed reimbursement requests must include the environmental response action contractor's (ERAC's) invoice prepared in accordance with Section 2.0 and a certification affidavit completed by the tank owner as described in Section 4.0. Time and materials not-to-exceed reimbursement requests not submitted in accordance with the procedures and limitations contained herein may result in partial denial of the requested amount or the request may be returned and reimbursement for the entire amount of the request will be delayed until the deficiency is corrected. Reimbursement for uncompleted scopes of work or work not meeting minimum specifications shall be subject to deductions as determined by appropriate Mississippi Department of Environmental of Environmental Quality (MDEQ) personnel.

A maximum of one reimbursement check will be issued for each scope of work, unless otherwise pre-approved by the Underground Storage Tank (UST) Branch, Contracting Officer. *Reimbursement will be processed only after the UST Project Manager has approved the final report, in writing.* Any deficiencies in the final work product noted by the UST Project Manager must be satisfied before reimbursement will be processed. It is the responsibility of the tank owner and/or engineering firm to ensure that the invoice included in the request for reimbursement is indeed accurate, complete, and final. *Once the reimbursement is processed, it is final and no revisions to the request for reimbursement will be considered.* The tank owner has a *one year* time limit from the written MDEQ due date for the final work product to submit the reimbursement request, including re-submittals. Reimbursement requests submitted after this time limit will not be eligible for reimbursement.

Owner's and/or operator's reimbursement may be reduced by \$100/day for documents submitted after a written deadline date established by the MDEQ.

Before submitting the request for reimbursement, the tank owner should be able to answer yes to all of the following questions.

- ◆ Have I reviewed all invoices from my ERAC including any subcontractor invoices?
- ◆ Have I verified that all services represented by the invoice(s) have been delivered?
- ◆ Have I verified the invoice totals to be correct?
- ◆ Are detailed copies of all subcontractor invoices attached, if applicable?
- ◆ Are copies of motel receipts attached, if applicable?
- ◆ Are waste manifests attached, if applicable?
- ◆ Has the required certification affidavit been properly completed and notarized?
- ◆ Have I addressed my request for reimbursement to:

***Mississippi Department of Environmental Quality
Underground Storage Tank Branch
Attn: Financial Section
Post Office Box 2261
Jackson, MS 39225***

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2.0 TIME AND MATERIALS NOT-TO-EXCEED INVOICES

Invoices must be submitted on a time and materials basis and in accordance with the procedures and limitations contained herein. The ERAC's invoice must be for actual, reasonable, allocable, and allowable charges/costs incurred in providing the approved scope of services subject to the limitations contained herein. It is the tank owner's responsibility to review each invoice in detail to ensure each invoice is correct, is in proper form, and has all required receipts attached. Any invoice discrepancies must be corrected before submittal to the Department for reimbursement. All invoices submitted to the tank owner by the ERAC or by a subcontractor to the ERAC must be in sufficient detail as to the type and amount of work performed as described herein (a sample format for invoices is included in Appendix B).

2.1 DIRECT LABOR

Direct labor billings must be shown under *separate* categories for *field work* and *office work*. Billings must include the name of employee, labor classification, hours worked, personnel hourly labor rate, and extended values. Maximum reimbursable hourly rates for labor and an explanation of personnel classifications is detailed in this section.

PERSONNEL CLASSIFICATIONS AND MAXIMUM REIMBURSABLE HOURLY RATES

PERSONNEL TITLE	MAXIMUM RATE/HOUR
Senior Professional	\$115
Project Professional	\$95
Staff Professional	\$85
Environmental Scientist	\$70
Engineering Technician	\$55
CADD Operator/Draftsperson	\$55
Administrative/Clerical	\$45

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PERSONNEL AND QUALIFICATIONS	TASK DESCRIPTION
<p align="center"><u>Senior Professional</u></p> <p>Requires professional registration and eight (8) years of environmental and managerial experience. Serves as senior technical leader for environmental investigation or remediation projects of large scope of complexity and has developed substantial expertise in the field of practice. May supervise or direct the work activities of lower level professionals and technicians. Will perform very limited fieldwork, and have limited involvement in projects. Duties typically include senior review of reports, developing strategies, and attending client/regulatory agency meetings. Responsible for approving designs, reports, plans, and specifications before submittal to clients or regulatory agencies. Specialized education and experience may be substituted for the requirements of this classification at the discretion of the Department.</p>	<ul style="list-style-type: none"> • Program management • Project oversight • Reviews technical reports • Reviews RAIPs • Prepares proposals
<p align="center"><u>Project Professional</u></p> <p>Requires professional registration and four (4) years of environmental experience. Leads and supervises team of lower level personnel, but would have a limited number of hours charged to each site, and only a small percentage of total field hours. Generally supervises staff engineers/geologists, environmental scientists, and technicians and oversees several projects. May prepare proposals, environmental programs, and plan specifications for site remediation activity. Specialized education and experience may be substituted for the requirements of this classification at the discretion of the Department.</p>	<ul style="list-style-type: none"> • Project management • RAIP preparation • Review technical reports • Report preparation • Prepare proposals • Prepare permit applications
<p align="center"><u>Staff Professional</u></p> <p>Requires a bachelor of science degree in engineering or geology and three (3) years of environmental experience. Serves as manager for entire projects. Is responsible for gathering field data and is competent at data analysis. Must be able to conduct assessment and remedial activities. May write reports. This position will normally be highest in number of hours billed to project for field work and report preparation. Specialized education and experience may be substituted for the requirements of this classification at the discretion of the Department.</p>	<ul style="list-style-type: none"> • Project management • Data review and analysis • Report preparation • Field work preparation/planning • Supervises assessment activities • Remedial system installation • Prepare permit applications
<p align="center"><u>Environmental Scientist</u></p> <p>Requires a degree in engineering, geology, or related environmental science degree. Works under supervision to perform tasks similar to staff engineer/geologist.</p>	<ul style="list-style-type: none"> • Data review and analysis • Report preparation • Onsite supervision • Site assessment planning • Remedial system installation • Prepare permit applications
<p align="center"><u>Environmental Technician</u></p> <p>Requires high school diploma or GED and sufficient experience to perform required tasks. Responsible for general supervision of system installation, system operation, and maintenance (O&M). Collects system effluent samples. Bails wells and collects soil and groundwater samples.</p>	<ul style="list-style-type: none"> • System O&M • Well development and sampling • Soil sampling • Waste handling • Remedial system installation • Free product removal • Monitoring • Surveying
<p align="center"><u>CADD Operator/Draftsperson</u></p> <p>Responsible for generating specialized drawings and maps utilizing Computer Aided Design.</p>	<ul style="list-style-type: none"> • Drafting • CAD/CADD work
<p align="center"><u>Administrative/Clerical</u></p> <p>Responsible for general office work, typing, filing, bookkeeping, administrative assistance, and word processing for technical reports.</p>	<ul style="list-style-type: none"> • Word Processing • Report generation • Document reproduction • Filing • Administrative assistance

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2.2 OTHER DIRECT COSTS

The following items are illustrative of costs normally included in this category of costs.

2.2.1 TRAVEL (Applies to ERAC and Subcontractors)

Labor for travel will be reimbursed at actual reasonable travel time up to a maximum of 6 hours roundtrip for approved personnel. Mileage will be reimbursed at the current State of Mississippi reimbursement rate (\$0.51 as of January 1, 2011) up to 400 miles for each approved round trip. Reimbursement for travel mileage will not exceed the stated distances in the Official Highway Map of the State of Mississippi or otherwise as determined by the Contracting Officer or his representative.

2.2.2 EQUIPMENT

Billings for equipment must include equipment description, number of days utilized, rates per day/week/month, and total amount billed. These charges include all costs, including maintenance and incidentals required for maintenance of the equipment, and profit. No additional markup will be reimbursed. Maximum rates reimbursed for commonly used equipment are as set forth below:

<u>ITEM</u>	<u>RATES¹</u>		
	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
Photoionization detector (PID, OVM, TIP II)	\$ 70	\$ 280	\$ 700
Flame ionization detector (FID, OVA)	70	280	700
Gasoline Vapor Monitors (TIP I, Gas Tech)	25	100	220
Combustible Gas/Oxygen Indicator	20	80	200
pH/Conductivity meter	10	40	100
Survey equipment (inclusive ²)	35	100	220
5 kW Generator	50	200	500
Water level indicator	10	40	100
Oil/Water interface probe	25	100	220
Centrifugal pump (1-1 1/2" diameter)	10	40	100
Peristaltic pump	20	80	200
Submersible pump (4" diameter)	25	100	220
Submersible pump (2" diameter)	75	320	800
Datalogger (4 channel w/transducers)	400	1600	3200
Teflon bailer	³ NR	NR	NR
Hand augur	NR	NR	NR
Tool kits	NR	NR	NR
OTT tape	NR	NR	NR
First-aid kit	NR	NR	NR
Fire extinguisher	NR	NR	NR

- Equipment rental charges will be reimbursed only for days/weeks/months actually used. Time for equipment to be mobilized and demobilized will not be reimbursed. Shipping costs are included in itemized rental rates. Equipment rental will be reimbursed in the most favorable terms to the trust fund (i.e., the sum of the daily rental rates shall not exceed the weekly rental rate and the sum of the weekly rental rates shall not exceed the monthly rate - Examples using a PID: 3 days may be reimbursed at 3 times the daily rate of \$70 = \$210; 5 days may be reimbursed at the weekly rate of \$280; 8 days may be reimbursed at the weekly rate of \$280 plus 1/7th of the weekly rate (\$40) = \$320; 18 days may be reimbursed at the monthly rate of \$700; 17 days may be reimbursed at 2 times the weekly rate of \$280 plus 3/7ths of the weekly rate (120) = \$680; 31 days may be reimbursed at the monthly rate of \$700 plus 1/30th of the monthly rate (\$23.33) = \$723.33). Rates for equipment not included above must be approved before use in order to ensure full reimbursement.
- Inclusive = all equipment, materials, supplies, etc. necessary for the performance of the task that requires this equipment.
- NR = Not Reimbursable.

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Reproduction and Computer Services

<u>ITEM</u>	<u>RATES</u>
Copying	NR
CAD equipment	NR
PC equipment	NR
Word processing equipment	NR

2.2.3 SUBCONTRACTORS

All subcontractor invoices must be in detail describing the type and amount of work performed (see the attached sample format for invoices). Subcontractor as used herein includes, but is not limited to, laboratory, drilling company, surveyor, delivery company, construction company, etc.

2.2.3.1 DRILLING INVOICE

Must show actual units of work performed at unit charges previously submitted on the "Unit Rate Bid Sheet for Drilling Services" and accepted by MDEQ or usual and customary charges, *whichever is less*, subject to maximum limits (see Appendix C). Must include waste manifests, if applicable.

2.2.3.2 LABORATORY

Billings for laboratory services must include type and method of analysis, number of each, charge per analysis, and total amount charged. Maximum reimbursable rates for laboratory analyses (including disposal) are as set forth below:

<u>Analysis</u>	<u>Water</u>		<u>Soil</u>	
	<u>Method</u>	<u>Rate</u>	<u>Method</u>	<u>Rate</u>
Ammonia	EPA 350.1	\$ 20		
Biochemical Oxygen Demand Five Day (BOD ₅)	SM 507	25		
BTEX	EPA 8021B or EPA 8260B	50 60	EPA 8021B or EPA 8260B	\$ 50 60
BTEX with EnCore Sampler Method 5035			EPA 8021B or EPA 8260B	65 75
Bulk Density				25
Chemical Oxygen Demand (COD)	EPA 410.4	25		
Hardness	SM 314	15		
Ignitability	EPA 1010 or EPA 1020	35	EPA 1010 or EPA 1030	35
Iron	EPA 6010	25		
Lead	EPA 7421	30	EPA 7421 or SM 304	30
Oil & Grease	EPA 9070	35	EPA 9071A	35
pH	EPA 9040B	6	EPA 9045C	6
Polynuclear Aromatic Hydrocarbons (PAH)	EPA 8100 or EPA 8270C or EPA 8011	100 130 180	EPA 8100 or EPA 8270C	100 130
Porosity				120
Total Dissolved Solids	EPA 160.1	15		
Total Organic Carbon	EPA 9060	20	EPA 9060	35
Total Suspended Solids	EPA 160.2	15		
Water Content			EPA 160.3	15

Emergency Rush analysis (0 to 48 hour turnaround): Maximum reimbursable rate will be 2.0 times the above rate and must be necessary as determined by the MDEQ UST Branch.

2.2.3.3 VACUUM TRUCK SERVICES

Must show actual units of work performed at unit charges in proposed scope of work and accepted by MDEQ or usual and customary charges, *whichever is less*, subject to maximum limits set below.

Vacuum Truck (operator & cleaning included)	\$115.00 per hour (vacuuming time+1 hour transition)
Transport	2.00 per mile (portal to portal), \$800 maximum
Disposal	0.35 per gallon (plus 10% markup if subcontracted)

2.2.3.4 GEOPROBE SERVICES

Must show actual units of work performed at unit charges previously submitted and accepted by MDEQ or usual and customary charges, *whichever is less*, subject to maximum limits (see Appendix D).

2.2.3.5 SOIL CUTTINGS DISPOSAL

Soil cuttings disposal, if performed by the ERAC, may be reimbursed at actual, reasonable, and pre-approved unit costs, as applicable. Costs include containers (roll-off boxes and drums) and disposal fees only. Costs for waste-handling equipment are included in the applicable unit rates listed in Appendix C, *Maximum Limits of Reimbursement For Drilling Services, January 1, 2011*. Reimbursement for soil cuttings disposal, if performed by a drilling contractor, may be on a unit cost basis not-to-exceed the rates listed in Appendix C, *Maximum Limits of Reimbursement For Drilling Services, January 1, 2011*.

Costs for soil disposal associated with geoprobe (or equivalent) services up to one-inch well installation are included in the not-to-exceed rates listed in Appendix D, *Maximum Limits of Reimbursement For Geoprobe (or Equivalent) Services*.

2.2.3.6 OTHER SUBCONTRACTS

For any other work, which the engineering firm must subcontract, a copy of the subcontractor's invoice must be submitted in sufficient detail as to the work performed and/or equipment used. Vacuuming invoices must have a "Summary of Vacuuming Events" form and waste manifest attached. Groundwater remediation invoices must have a "Remediation System Downtime Summary" form attached (see Appendix E). Soil Excavation invoices must have a "Certification of Completion of Bid Contract" form attached. Monitoring well abandonment invoices must have a signed "Work Plan for Plugging Monitoring Wells" form attached.

2.2.4 MATERIALS AND SUPPLIES

Material billings must contain an itemized description for all individual items and their actual cost. Items with a cost of \$50.00 or more each must have supplier receipts or invoices, and/or if from the engineering firm's inventory, the engineering firm must include an itemized material description showing: the name of the item; engineering firm's actual cost per unit; quantity used; and, total amount billed for the item. Note: This does not apply to drilling which is normally billed on a unit price basis.

Maximum rates reimbursed for commonly used materials/supplies are as set forth below:

Disposable Bailer	Actual up to \$10 each
Soil and Groundwater Sampling Supplies	Actual up to \$10 per boring/well (gloves, alconox, jars, string, rope, pumps, etc.)
Water Usage (Remediation Systems)	Actual cost up to \$100/month maximum including tax
Sewer	Actual cost but subject to reduction when water bill is over the maximum allowable
Dual Phase Vacuum Extraction Oil/Filters	Up to \$100/month inclusive of all expendables

Materials and supplies should be invoiced at *cost not-to-exceed* the above rates.

2.2.5 AIRFARE

Airfare is not a reimbursable expense.

2.2.6 MOTEL EXPENSES

Motel expenses are reimbursable only when a motel receipt is furnished. Motel expenses will be reimbursed at actual reasonable cost not-to-exceed the current State of Mississippi reimbursement rate. It is the Tank Owner's responsibility to ensure that motel receipts are submitted with all requests for reimbursement; otherwise the reimbursement may be disallowed. A copy of the *actual motel receipt* is required, not a credit card receipt. Markup on motel expenses is allowed.

2.2.7 MEALS

Meals are a reimbursable expense only when an overnight stay is *necessary* and a motel receipt is furnished. Reimbursement for meals will be made at *actual cost* not-to-exceed the current State of Mississippi reimbursement rate. Meal receipts are not required. Markup on meals is allowed.

2.2.8 TURNKEY REMEDIAL ACTION PLAN (TRAP)

Preparation of a TRAP may be reimbursed at actual cost not-to-exceed \$5,000.00. A pre-TRAP meeting requested by MDEQ may be reimbursed at \$300.00 plus \$2.00/mile roundtrip from ERAC's nearest office not-to-exceed \$1,000.00. TRAP preparation and pre-TRAP meeting expenses are reimbursable only after remediation system installation and startup report approval.

2.2.9 OTHER

Other direct costs, if any, not included above should be documented in detail.

2.3 MARK-UP

The Department will reimburse the tank owner an environmental firm's markup on subcontracts, materials, supplies, hotel, and meals not to-exceed 10% on the first \$10,000 plus 5% for all such expenses beyond \$10,000.

2.4 TAXES

Professional engineering services are exempt from Mississippi sales tax. Therefore, sales tax on professional engineering services will not be reimbursed. Taxes for non-professional services shall be reimbursed, as applicable, if included in the request for reimbursement. It shall be the tank owner and/or contractor's responsibility to include applicable taxes in the request for reimbursement. *Once the reimbursement is processed, no revisions to the request for reimbursement will be considered.*

3.0 FIXED-PRICE REIMBURSEMENT REQUESTS

When the work was approved on a fixed-price (lump sum) basis, the tank owner only needs to provide his engineering firm's invoice for the amount previously approved, verify that all the work was completed as previously approved, complete the certification affidavit, as explained in Section 4.0, and submit the invoice and certification affidavit to the address listed in Section 1.0. The amount requested or the previously approved fixed-price, whichever is less, will be reimbursed. Once the reimbursement is processed, it is final and no revisions to the request for reimbursement will be considered. The tank owner has a one year time limit for submittal of the reimbursement requests from the written MDEQ due date for the final work product. Reimbursement requests submitted after this time limit will not be processed.

Full reimbursement for fixed price approval is contingent upon completion of the *entire* scope of work, i.e., a scope of work requiring twenty groundwater samples cannot be reimbursed for the fixed price amount if only fifteen samples are collected. Reimbursement for uncompleted scopes of work or work not meeting minimum specifications shall be subject to deductions as determined by appropriate MDEQ personnel.

4.0 CERTIFICATION AFFIDAVIT

Requests for reimbursement must include the required certification affidavit accompanied by detailed invoices as described herein. The most current certification affidavit is included in Appendix A. Only the most current certification affidavit will be accepted.

All blanks on the required certification affidavit must be completed by the tank owner or an authorized representative of the tank owner (This generally means the Principal or Financial Officer of a corporation) and signed before a Notary Public. The engineering firm cannot serve as an authorized representative. This affidavit must accompany all requests for reimbursement.

AFFIDAVITS NOT COMPLETE AND CORRECT WILL BE RETURNED

5.0 TANK OWNER APPEALS

If a tank owner feels that an error was made in the MDEQ UST Branch's determination of the amount of reimbursement, the tank owner may appeal the determination by following the below procedures.

5.1 REIMBURSEMENT DISAGREEMENTS

If the tank owner disagrees with the MDEQ UST Branch determination of the amount of reimbursement, the tank owner may submit a written appeal to the MDEQ UST Contracting Officer at the address given in Section 1.0 within twenty days of the issue date of the Notice of Reimbursement (NOR).

Upon receipt of the appeal, if received within the allotted time, the MDEQ UST Branch, based upon information provided in the appeal, will again review the request for reimbursement and provide a determination of amount of reimbursement to the tank owner and his engineering firm with a Final Notice of Reimbursement (FNOR).

No provisions exist for the tank owner's engineering firm to appeal MDEQ UST Branch determinations of amount of reimbursement whether for their own account or requested on behalf of the tank owner.

5.2 APPEALS TO THE COMMISSION ON ENVIRONMENTAL QUALITY (CEQ)

If the tank owner disagrees with the FNOR or fails to submit an appeal within the allotted time, the tank owner may submit an appeal to the CEQ. The appeal must be in writing from the tank owner and must specifically state the amount of the appeal and the Tank Owner's justification for the appeal. The appeal must be addressed to:

Commission on Environmental Quality
Attn: MDEQ Executive Director
Post Office Box 2261
Jackson, MS 39225-2261

5.3 APPEALS OF CEQ DECISIONS

Any tank owner aggrieved by any decision of the CEQ relating to determinations of amount of reimbursement shall have the right to appeal as provided in Section 49-17-41, Mississippi Code of 1972.

APPENDIX A



CERTIFICATION AFFIDAVIT

Site Name _____ MGPTF I.D. No. _____

Amount of this request \$ _____

I certify that this request for reimbursement of costs at the above referenced site is consistent with the provisions of the Mississippi Underground Storage Tank Act. I certify that all invoices, data, and documentation submitted as part of this request are a true and accurate representation of costs actually incurred as an integral part of the assessment and/or remediation of motor fuel contamination.

I, the tank owner, responsible party, or authorized representative warrant that I have not received any fee, commission, percentage, gift, or other consideration as a result of employment of a person, company, corporation, individual, or firm responsible for conducting site assessments, remediation, or any function thereof and further that I know of no offer or acceptance of any fee, commission, percentage, gifts, or other consideration as a result of employment of a person, company, corporation, individual, or firm responsible for conducting site assessments, remediation or any function thereof. I understand that any evidence or discovery of fraud or other misuse of payments received from the fund may result in referral to the Attorney General for appropriate action.

REIMBURSEMENT METHOD SELECTION

(Please complete the box with the reimbursement method of your choice)

I certify that the above amount requested for reimbursement represents a financial obligation that has been paid in full. As such, I request the approved amount be paid directly to the bank account previously indicated. Verifiable proof of payment is provided with this reimbursement request.

Typed or printed name of tank owner/responsible party or authorized representative Signature

I certify that the above amount requested for reimbursement represents a financial obligation that has not been paid. As such, I request the approved amount be paid directly to the Response Action Contractor.

Typed or printed name of tank owner/responsible party or authorized representative Signature

Before me personally appeared _____, who executed the foregoing instrument and acknowledged to me and before me that said instrument was executed for the purposes therein expressed.

Witness my hand and official seal, this _____ day of _____ A.D. _____.

_____ My commission expires _____

Notary Public

FOR OFFICIAL USE ONLY
OFFICE OF POLLUTION CONTROL
APPROVED FOR PAYMENT
DIVISION # _____
DATE: _____
AMT. APPROVED: _____
SIGNED: _____

APPENDIX B

**SAMPLE FORMAT FOR ENGINEERING FIRM'S
TIME AND MATERIAL INVOICE SUBMITTAL**

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Fair Engineers, Inc.
100 First Avenue
Jackson, MS 39000
(601) 555-1234

January 15, 2010

Invoice #0001

Client: Gas, Inc.
123 Park Avenue
Natchez, MS 38000
(601) 555-6789

MGPTF I.D.#0000
Site Name: Bob's Service Station
Location: 88 57th Street
Natchez, MS 38000

Labor	\$ 4,260.00
Other Direct Costs	8,824.85
Markup	<u>832.00</u>
Total Amount Due This Invoice	\$13,916.85

Invoice Cost Breakout

Direct Labor:

<u>Name</u>	<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Extended</u>
<i>Field Hours:</i>				
Jane Joe	Staff Geologist	32	70.00	\$2,240.50
Bill Brown	Technician	<u>8</u>	50.00	<u>400.00</u>
		33		\$2,640.00
<i>Office Hours:</i>				
Billy Bill	Project Engineer	2	80.00	\$ 160.00
Jane Joe	Staff Geologist	16	70.00	1,120.00
John John	Draftsman	2	50.00	100.00
Jane Doe	Secretary	<u>6</u>	40.00	<u>240.00</u>
		53		<u>\$1,620.00</u>
			Labor Total:	\$4,260.00

Other Direct Costs:

	<u>Units</u>	<u>Rate</u>	<u>Extended</u>
a. Travel			
(1) Transportation	360 miles	\$0.345/mi.	\$ 124.20
(2) Per diem			
i. Meals for 2 man-days			34.00
ii. Hotel for 2 nights (receipt attached)			<u>73.90</u>
	Travel Subtotal:	\$	232.10
b. Equipment, Materials, Supplies			
OVA-GC Foxboro Model 1000	3 days	50/day	\$ 150.00
ORS Interface Probe	1 day	25/day	25.00
Ice, gloves, aluminum foil			<u>21.30</u>
	Equipment Subtotal:		\$ 196.30
c. Subcontracts			
XYZ Analytical Services (invoice attached)			\$ 2,140.00
ABC Drilling Services (invoice attached)			<u>6,163.20</u>
	Subcontract Subtotal:		\$ 8,303.20
d. Other			
Shipping (invoice attached)			<u>\$ 93.25</u>
	Other Subtotal:		<u>\$ 93.25</u>
	Other Direct Costs Total:		\$8,824.85

ABC Drilling Services
 2 State Road
 Natchez, MS 38000
 (601) 555-5678

January 9, 2010

Invoice #0002

Site I.D. #0002

Site Name: Bob's Service Station, Natchez

Date of services: 1-2-10 to 1-4-10

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Mob. & Demobilization, Flat Fee	\$2.00/mi. x 10 miles	\$ 20.00 100.00
Decontamination	\$75/boring x 8 borings	600.00
Drill borehole with 6 1/4 inch I.D. hollow stem augurs and split spoon samples at 5' intervals, and borehole abandonment	\$15/foot x 80 feet	1,200.00
Installation of 4 inch schedule 40 PVC monitoring wells	\$36/foot x 80 feet	2,880.00
Well Development	\$100/well x 4 wells	400.00
Furnish and install flush- mount security casings	\$140/well x 4 wells	<u>560.00</u>
	SUBTOTAL:	\$5,760.00
	Sales Tax:	<u>403.20</u>
	TOTAL:	\$6,163.20

Billy Bill

Project Manager

Bo Driller

Driller

XYZ Analytical Services
12 Park Place
Jackson, MS 35000
(601) 555-0987

January 9, 2010

Invoice #0003

Client: Fair Engineers, Inc.

	<u>Units</u>	<u>Unit Price</u>	<u>Extended</u>
Soil Analyses:			
BTEX EPA Method 8020	8	\$ 45	\$ 360.00
PAH EPA Method 8100	8	100	800.00
Water Analyses:			
BTEX EPA Method 8020	7	40	280.00
PAH EPA Method 8100	7	100	<u>700.00</u>
		Total Amount Due:	\$2,140.00

Photocopies of Shipping and Hotel Receipts

Express Shipping
Job Identifier

Date: January 4, 2010

Total: \$93.25

Friendly Hotel

Date: January 4, 2010

	<u>Days</u>	<u>Rate</u>
	2	\$34.86
Subtotal:		\$69.72
Tax:		<u>4.18</u>
Total:		\$73.90

APPENDIX C

**Maximum Limits of Reimbursement
For Drilling Services
February 1, 2011**

The maximum limits of reimbursement to the Tank Owner from the Mississippi Groundwater Protection Trust Fund for drilling services are listed below. Drilling must be performed in accordance with the attached "MDEQ Minimum Specifications for Drilling Services" dated July 1, 2005, and the scope of work approved by the MDEQ project manager. Charges for work not in accordance with the minimum specifications or not approved in the scope of work may not be reimbursed. The maximum limits of reimbursement listed below include *all charges, profit, and subsistence*. Any charges above the maximum limits listed below are not reimbursable. These limits apply to all projects performed after February 1, 2011.

1. MOBILIZATION AND DEMOBILIZATION \$100.00 Flat Fee plus
\$3.00/mile up to a total
maximum charge of \$1,000.
(only one mobilization and
demobilization is reimbursable
per phase of work)

Mobilization and Demobilization charges will be reimbursed on a charge/mile basis, plus flat fee, and will include the furnishing of all labor, equipment, materials and supplies, and any incidentals necessary to perform and complete the work properly. These charges should include any charges incidental to equipment set-up and removal. This item will also include the costs incurred by the driller with respect to time spent in obtaining and transporting any of the equipment and supplies required for the project to the site and from the site. Only one round trip will be reimbursed from the Mississippi Groundwater Protection Trust Fund (MGPTF) with distances determined by the official Mississippi State Highway map or as determined by the MDEQ contracting officer or his designee.

2. DECONTAMINATION \$75.00/boring

Reimbursement for this item shall include all charges for materials and equipment including steam cleaners, generators, and tank/water trucks.

3. DRILLING BOREHOLE AND ABANDONMENT \$18.00/foot

Reimbursement for this item will be based upon actual number of linear feet drilled (augured) as documented by the engineering firm's field geologist or engineer and includes all labor, materials, soil/waste handling, split-spoon sampling at five foot intervals, and equipment including jackhammers, air compressors, and hand augers.

4. DRILLING BOREHOLE AND ABANDONMENT \$20.00/foot
(Including soil disposal)

Reimbursement for this item will be based upon actual number of linear feet drilled (augured) as documented by the engineering firm's field geologist or engineer and includes all labor, materials, soil/waste handling, soil disposal, split-spoon sampling at five foot intervals, and equipment including jackhammers, air compressors, and hand augers.

5. ADDITIONAL SAMPLES \$15.00/additional sample

Reimbursement for this item will be based upon actual number of additional samples collected as documented by the engineering firm's field geologist or engineer and includes all labor, soil disposal, equipment, and materials.

6. BORING AND 2" WELL INSTALLATION \$34.00/foot

The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.

7. BORING AND 2" WELL INSTALLATION \$37.00/foot
(Including soil disposal)

The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, soil disposal, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.

8. BORING AND 4" WELL INSTALLATION \$40.00/foot

The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.

9. BORING AND 4" WELL INSTALLATION \$44.00/foot
(Including soil disposal)

The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, soil disposal, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.

10. BORING AND 6" WELL INSTALLATION \$48.00/foot

The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.

11. BORING AND 6" WELL INSTALLATION \$52.00/foot
(Including soil disposal)

The charges associated with installing the monitoring wells shall include drilling to the required depth, split-spoon sampling at five foot intervals, soil/waste handling, soil disposal, PVC casing (schedule 40 or better), screen, bottom plugs, locking well caps, labor, sand, bentonite, grout, cement, and all equipment including jackhammers, air compressors, and hand augers.

12. WELL DEVELOPMENT \$100.00/well

This item shall include all charges for labor, equipment, water disposal, and product disposal.

13. FLUSH MOUNT SECURITY CASINGS \$175.00/each

This item shall include all charges for labor, equipment, and materials.

Notes:

- 1. Only the above items, not to exceed the above maximum unit rates, are reimbursable for drilling services.*
- 2. Up to an additional \$2.00/ft may be allowed for borings and monitoring wells over 50 feet.*
- 3. Footage for well installation is the actual number of feet from the top of the well casing to the bottom plug.*

**Mississippi Department of Environmental Quality
Minimum Specifications for Drilling Services**

ITEM 1 - MOBILIZATION AND DEMOBILIZATION

The driller should leave the site as clean as when he arrived which includes soil disposal, if necessary.

ITEM 2 - DECONTAMINATION

Prior to mobilization any part of the drill rig and/or equipment that comes in contact with the borehole will be thoroughly cleaned to remove all oil, grease, mud, tar, etc. This cleaning process will consist of scrubbing the equipment with a detergent and tap water then using a high-pressure hot water rinse.

Before drilling each boring, the augers, drilling bits, etc. shall be cleaned by at least using a high-pressure hot water rinse. Special attention should be given to the threaded section of the casing. Petroleum based lubricants shall not be used to prevent binding.

Before taking Shelby tube or split-spoon samples, this and associated equipment shall be minimally decontaminated using the following protocol:

- (1) Cleaned thoroughly with detergent and tap water,
- (2) Rinsed thoroughly with isopropyl alcohol or methanol, and
- (3) Then rinsed thoroughly with distilled water.

ITEMS 3, 4, AND 5 - DRILLING OF BOREHOLES, SPLIT-SPOON SAMPLING, AND ABANDONMENT

Subsurface samples will be collected at five-foot intervals with a cleaned split-spoon or equivalent. Sampling will be carried out to the required depth while using standard ASTM protocols to recover the samples. Borehole abandonment will require grouting by the tremie method (95% Portland cement and 5% bentonite by weight) to begin at the bottom of the boring and proceeds to land surface. The patch at the land surface shall be the same material surrounding the borehole (i.e. asphalt, concrete, etc.).

ITEMS 6, 7, 8, 9, 10, AND 11 - INSTALLATION OF MONITORING WELLS

All monitoring wells shall be at least PVC schedule 40 with 0.010-inch factory slotted screen openings and drilled using hollow stem/Sonic drilling technology. Each screen will be continuously slotted and at least 10 foot in length. The well will consist of a least a schedule 40 (ASTM) body with threaded flush joints. No solvents or lubricating compounds will be used to aid pipe connection. PVC plugs will be threaded onto the bottom of each well screen to prevent the intrusion of filter material. The driller will place the threaded caps onto the well pipe opening at the surface. The well caps shall be watertight and lockable. If the wells are to be less than/greater than standard 4" inside diameter, prior approval from the MDEQ must be granted *before* the wells are installed.

The annular space between the monitoring well and the borehole wall shall be at least 2.0 inches and will be backfilled with a clean medium to coarse grain sand (20/40 sand) to a level approximately 1.0 foot above the top of the screen.

A two-foot bentonite seal of bentonite pellets will be placed immediately above the sand and firmly tamped in place.

The remainder of the annular space should be grouted to land surface with a grout mixture (95% Portland cement and 5% bentonite by weight) to approximately land surface.

ITEM 12 - WELL DEVELOPMENT

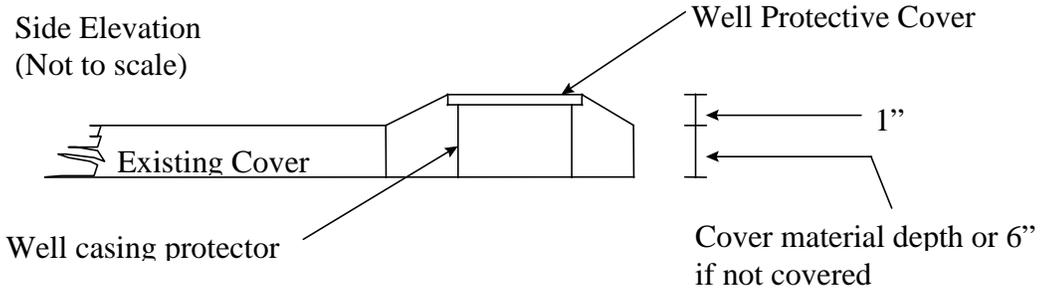
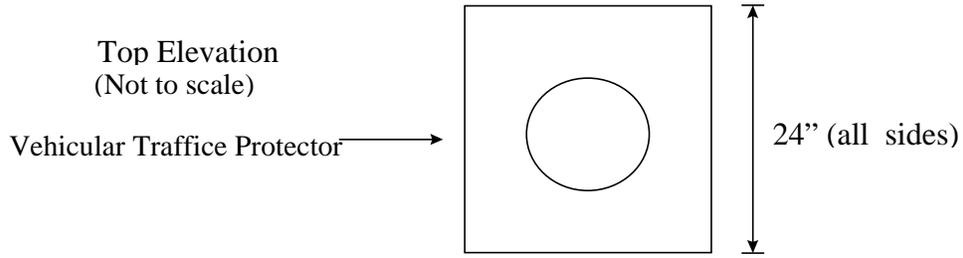
Upon completion of the monitoring well installation, the well should be developed by bailing, pumping, surge block, etc. At least three to five well volumes should be pumped or the well should be pumped dry. The final water from the well should not be turbid. The engineering firm's field geologist or engineer shall determine the decision as to when the well is properly developed.

ITEM 13 - FABRICATION/INSTALLATION OF MONITOR WELL HEAD PROTECTION

In most cases the site will utilize concrete or asphalt as a covering material. Before installation of monitor well head protection, the engineer shall review the attached drawing to assure proper excavation prior to the pouring of concrete, which forms the vehicular traffic protector. If the location of the monitor well is within a covered area (asphalt or concrete), the existing surface about the monitor well must be removed utilizing either mechanical sawing or pneumatic hammer equipment to a depth of existing cover and the width and length as specified on the drawing. Loose materials on the exposed earthen surface shall be removed or compacted to assure a smooth surface upon which to pour the concrete mixture. If the monitor well is to be located outside a covered area, the earthen material should be removed using a shovel or pickaxe to a depth of six inches and a width and length as specified on the attached drawing. The monitor well should then be cut to the proper height so that the security casing cover will extend 2 inches above the well casing considering the requirements as outlined in the attached drawing and the security casing set.

The concrete mixture to be used as the vehicular traffic protector shall consist of the addition of five (5) pounds of Portland cement to each 80-pound bag of "Quickcrete" or other commercially available brand concrete mixture when the poured material is to be derived from bagged dry mix. Water should be added to the mixture in an amount necessary for desired consistency before the concrete is poured. If the poured material is to be delivered from a concrete supplier by truck, 2500 psi concrete should be specified. The concrete surface of the protector should then be trialed so that the surface of the concrete on any side of the security casing is flush with the monitor well security casing well cap and mating cover material. A flush mounted protective cover should be installed on the well casing protector to protect the monitoring wells against damage from site activities. The words "Monitoring Well" or a similar designation should be *embossed* on the protective cap.

MONITORING WELLHEAD PROTECTION



APPENDIX D

**Maximum Limits of Reimbursement
For
Geoprobe (or Equivalent) Services**

The maximum limits of reimbursement to the Tank Owner from the Mississippi Groundwater Protection Trust Fund for Geoprobe (or equivalent) services are listed below. The maximum limits of reimbursement listed below include *all charges, profit, and subsistence*. Any charges above the maximum limits listed below are not reimbursable. These limits apply to all projects performed after January 1, 2009 (limited to the approved cost ceiling).

- 1. MOBILIZATION AND DEMOBILIZATION** \$2.00/mile up to a total maximum charge of \$800.00 (only one mobilization and demobilization is reimbursable per phase of work)

Mobilization and Demobilization charges will be reimbursed on a charge/mile basis and will include the furnishing of all labor, equipment, materials and supplies, and any incidentals necessary to perform and complete the work properly. These charges should include any charges incidental to equipment set-up and removal. This item will also include the costs incurred by the driller with respect to time spent in obtaining and transporting any of the equipment and supplies required for the project to the site and from the site. Only one round trip will be reimbursed from the Mississippi Groundwater Protection Trust Fund (MGPTF) with distances determined by the official Mississippi State Highway map or as determined by the MDEQ contracting officer or his designee.

- 2. BOREHOLE** \$12.00/foot

Reimbursement for this item will be based upon actual number of linear feet probed, as documented by the engineering firm's field geologist or engineer, and includes all labor, materials, soil disposal, continuous soil sampling, grouting, decontamination, and all equipment.

- 3. BOREHOLE AND 0.5" OR 1.0" WELL INSTALLATION** \$18.00/foot

The charges associated with installing the monitoring wells shall include probing to the required depth, continuous soil sampling, soil disposal, decontamination, and all equipment.

- 4. WELL DEVELOPMENT** \$35.00/well

This item shall include all charges for labor, equipment, water disposal, and product disposal.

- 5. FLUSH MOUNT SECURITY CASINGS** \$125.00/each

This item shall include all charges for labor, equipment, and materials.

ONLY THE ABOVE ITEMS, NOT TO EXCEED THE ABOVE MAXIMUM UNIT RATES, ARE REIMBURSABLE FOR GEOPROBE (OR EQUIVALENT) SERVICES.

APPENDIX E

Remediation System Downtime Summary

Site Name:	Year:	Facility I.D. #
------------	-------	-----------------

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
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25												
26												
27												
28												
29												
30												
31												
Total Monthly Hours												
Total Monthly Downtime Hours												

Effective: October 1, 1999

All system downtime must be recorded on this form. The following guidelines must be followed:

1. The runtime for the month starts and ends at 12:00 a.m. (i.e. 12:00 a.m. March 1 through 12:00 a.m. March 31 is the monthly runtime for the month).
2. The total amount of downtime for each day must be recorded in hours under the appropriate day of each month. *Please leave the day field blank if no downtime is recorded for that day/month.*
3. All consecutive downtime greater than 10 days must be reported to the OPC project manager within 24 hours of the 10th consecutive day of downtime. The notification can be by e-mail or fax. *Failure to notify the project manager within 24 hours of its discovery can result in a \$100.00 per day reduction in reimbursement to the owner until the notification is received.*
4. This form must be included with monthly invoices for system rental. Reimbursement requests will not be processed for monthly invoices without this form completed for the calendar month.
5. The triannual reports will be considered incomplete if this form is not received with each triannual report. The reimbursement to the owner will be *reduced by \$100.00 per calendar day for each day (after the due date) until we receive the form in the triannual report.*
6. One-thirtieth (1/30) of the monthly system use rate shall be deducted from reimbursement for each day (24 hour day rounded to the nearest whole day) of downtime when total downtime for the calendar month equals or exceeds 120 hours. No reduction in reimbursement will occur if the system is down for less than 120 hours. Costs related to system repairs or alterations, due to system malfunction or noncompliance with permits, are not reimbursable.

EXAMPLE FORM:

Remediation System Downtime Summary												
Site Name: ABC Station				Year: 2002				Facility I.D. # 1234				
	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7	13											
8	24											
9	24											
10	24		4									
11	15		24									
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14		24	8									
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16		3										
17												
18	3											
19	12											
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21		18	13									
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23			24									
24			24									
25	4		9									
26												
27												
28												
29												
30												
31												
Total Monthly Hours	744	672	744									
Total Monthly Downtime Hours	119	69	178									

Remediation System Downtime Summary

(Two Pump System)

Site Name:	Year:	Facility I.D. #
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	January		February		March		April		May		June	
	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2
1												
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4												
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Total Monthly Hours												
Total Monthly Downtime Hours												

Remediation System Downtime Summary

(Two Pump System)

Site Name:	Year:	Facility I.D. #
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	July		August		September		October		November		December	
	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2
1												
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Total Monthly Hours												
Total Monthly Downtime Hours												