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

Effective Date: March 17, 2025

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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 ERAC 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

2.0 TIME AND MATERIALS NOT-TO-EXCEED INVOICES

Reimbursement Requests submitted on a time and materials basis must be submitted 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 reimbursement request in detail to ensure each invoice is correct, is in proper form, and has all required legible 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 Summary Invoice and Cost Breakout must be submitted for all time and materials not-to-exceed reimbursement requests (a sample format for the Summary Invoice and Cost Breakout 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 for ***field work*** must include the name of employee, labor classification, task, task date, hours worked, personnel hourly labor rate, and extended values. Billings for ***office work*** must include the name of the employee, labor classification, task, hours worked and the personnel hourly labor rate. MDEQ can require certified time sheets if detailed time and work activities are not provided. If the actual hours worked exceed the approved/billed hours on the invoice then documentation of the **actual** hours worked must be submitted with the reimbursement request in the form of a detailed breakout, a project detail sheet or time sheets. Maximum reimbursable hourly rates for labor and an explanation of personnel classifications are detailed in this section.

PERSONNEL CLASSIFICATIONS AND QUALIFICATIONS	TASK DESCRIPTION	MAXIMUM RATE/HOUR
Senior Professional Expert Requires Mississippi professional registration and twelve (12) years of environmental and managerial experience. Provides senior technical oversight, research, and review of highly complex assessment and remedial activities. Recommends needed changes to these activities that will increase the cost effectiveness and efficiency of the site.	• Specialty Site Research • Reviews Complex Sites • Provide groundwater modeling evaluation	$165
Senior Professional Requires Mississippi 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.	• Program management • Project oversight • Reviews technical reports • Reviews TRAPs	$135
Project Professional Requires Mississippi 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.	• Project management • TRAP preparation • Review technical reports • Report preparation • Prepare proposals • Prepare permit applications	$110
Staff Professional Requires a bachelor of science degree in engineering, geology, environmental science, chemistry, biology, or other related field, and two (2) 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.	• Project management • Data review and analysis • Report preparation • Field work preparation/planning • On site supervision of assessment activities • Remedial system installation • Prepare permit applications	$100
Remediation System Technician Requires high school diploma or GED and two (2) years of experience in the operation and maintenance of dual phase remediation systems. Experience and/or knowledge of other remediation systems, maintenance of pumps, electric switches, and other system components. Shows mechanical aptitude for troubleshooting system problems and making needed repairs. Attended a remediation system manufacturer's training course or received individual training from manufacturer's representative or a person already classified as a Remediation System Technician.	• System O&M • System troubleshooting • System startup	$85
Environmental Technician 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.	• System O&M • Well development and sampling • Soil sampling • Waste handling • Remedial system installation • Free product removal • Monitoring • Surveying	$65
CADD Operator/Draftsperson Responsible for generating specialized drawings and maps utilizing Computer Aided Design.	• Drafting • CAD/CADD work	$65
Administrative/Clerical Responsible for general office work, typing, filing, bookkeeping, administrative assistance, and word processing for technical reports.	• Word Processing • Report generation • Document reproduction • Filing • Administrative assistance	$55

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)

Use Google Maps to calculate the mileage and time based on the fastest route required to travel from the ERAC's office to the specific site. For the ERAC, use the address listed on the most recent ERAC Application/Update Application, unless the proposal states that the personnel will be coming from another office requiring less time. To calculate the round-trip mileage, multiply the miles required to travel one-way by two. To calculate the round-trip time, multiply the time required to travel one-way by two, then round up to the next 15-minute interval. Note: A screenshot of the Google Map information should be submitted as part of the Proposal.

Labor for travel will be reimbursed at actual reasonable travel time up to a maximum of 8 hours round trip for approved personnel. Travel time for activities is reimbursed for one person only, unless designated and approved otherwise.

The mileage will be reimbursed up to a maximum of 500 miles for a round trip.

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:

	RATES[1]		
ITEM	Daily	Weekly	Monthly
Photoionization detector (PID, OVM)	$ 80	$ 310	$ 770
Flame ionization detector (FID, OVA)	80	310	770
Gasoline vapor monitors (RKI Eagle, Gas Tech)	30	110	245
Combustible gas/oxygen indicator	25	90	220
pH/Conductivity meter	15	45	110
Survey equipment (inclusive[2])	40	110	245
5 kW Generator	55	220	550
Water level indicator	15	45	110
Oil/Water interface probe	30	110	245
Centrifugal pump (1 - 1 ½" diameter)	15	45	110
Peristaltic pump	25	90	220
Submersible pump (4" diameter)	30	110	245
Submersible pump (2" diameter)	85	355	880
Datalogger (4 channel w/transducers)	440	1760	3520
Multi parameter meter	110	440	880
Teflon bailer	[3]NR	NR	NR
Hand auger	NR	NR	NR
Tool kits	NR	NR	NR
OTT tape	NR	NR	NR
First aid kit	NR	NR	NR
Fire extinguisher	NR	NR	NR

1. 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. Rates for equipment not included above must be approved before use in order to ensure full reimbursement.
2. Inclusive = all equipment, materials, supplies, etc. necessary for the performance of the task that requires this equipment.
3. NR = Not Reimbursable.

Reproduction and Computer Services

ITEM	RATES
Copying	NR
CAD 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 any Environmental Impact fees or Sample Disposal charges) are as set forth below:

	Water		**Soil**	
Analysis	Method	Rate	Method	Rate
Ammonia	EPA 350.1	$ 20		
Biochemical Oxygen Demand Five Day (BOD_5)	SM 507	25		
BTEX	EPA 8260	60	EPA 8260	$ 60
BTEX using EPA 5035 (En Core/Terra Core sampler)			EPA 8260	75
BTEX/1, 2 DCA	EPA 8260	60		
Bulk Density				25
Chemical Oxygen Demand (COD)	EPA 410.4	25		
EDB	EPA 8011	80		
Hardness	SM 314	15		
Ignitability	EPA 1010	35	EPA 1010	35
	or EPA 1020	35	or EPA 1030	35
Iron	EPA 6010	25		
Lead	EPA 7421	30	EPA 7421	30
			or SM 304	30
Manganese	EPA 6010	15		
Oil & Grease	EPA 9070	35	EPA 9071	35
pH	EPA 9040	6	EPA 9045	6
Polynuclear Aromatic Hydrocarbons (PAH)	EPA 8270	130	EPA 8270	130
	or EPA 8011	180		
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)	$175.00 per hour (vacuuming time + 1 hour transition)
Transport	$2.25 per mile (round-trip)
Disposal	$0.51 per gallon (plus 10% markup if subcontracted)
Vacuum Truck Operator Labor	$65 per hour (1 hour vacuum truck setup + 1 hour vacuum truck breakdown)
Vacuum Truck Operator Motel/Hotel Expenses	$200.00 per night
Vacuum Truck Operator Meals	$75.00 per day when an overnight stay is *necessary*. $20.00 per day for lunch when an overnight stay is <u>not</u> necessary and when the field work plus travel time is six (6) or more hours when pre-approved by MDEQ

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*. 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*.

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 ERAC 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 <u>must</u> contain an itemized description for <u>all</u> individual items and their actual cost. Items with a *cost of $50.00 or more each must <u>also</u> have supplier receipts or invoices*, and/or if from the ERAC's inventory, the ERAC <u>must</u> include an itemized material description showing: the name of the item; ERAC'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. *Markup will be reimbursed on materials and supplies only when a supplier receipt or invoice is submitted.*

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

Disposable Bailer	Actual up to $10 each
Soil Sampling Supplies	Actual up to $10 per boring (gloves, alconox, jars, string, rope, pumps, etc.)
Groundwater Sampling Supplies	Actual up to $10 per well (gloves, alconox, jars, string, rope, pumps, etc.)
Dual Phase Vacuum Extraction Oil/Filters	Up to $100 per month per liquid ring vacuum pump inclusive of all expendables. A quote may also be submitted for these items.
Shipment of Sample Coolers	$75 per cooler (markup is allowed if shipment is subcontracted)

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/HOTEL EXPENSES

Motel/hotel expenses are reimbursable only when a receipt is furnished. Motel/hotel expenses will be reimbursed at actual reasonable cost not-to-exceed $200.00 per night or if in a high rate area the cost will be approved on an as needed basis. Applicable taxes and fees will be reimbursed upon submittal of motel/hotel receipt. 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

When an overnight stay is <u>not</u> necessary, $20.00 per day for lunch will be reimbursed when the field work plus travel time is six (6) or more hours when **pre-approved** by MDEQ. This applies even when an overnight stay is necessary on the day before. When an overnight stay is *necessary*, meals are reimbursed at actual cost not-to-exceed $75.00 per day. A motel receipt shall be furnished. Meal receipts are not required. Markup on meals is allowed.

Example: When working Monday through Friday with overnight stays on Monday through Thursday, and working 4 hours on site Friday with 2 hours travel time back to the office, the following is allowed: 4 hotel nights, 4 days at $75.00 for meals, and 1 day at $20.00 for lunch.

2.2.8 TURNKEY REMEDIAL ACTION PLAN (TRAP)

Preparation of a TRAP may be reimbursed at actual cost not-to-exceed $10,000.00 or at a lump sum amount no more than $7,500.00. A pre-TRAP meeting requested by MDEQ may be reimbursed at $2,000.00 maximum lump sum amount. **All TRAP and pre-TRAP expenses shall be included in detail on the breakout sheet in the TRAP scope of work.** TRAP preparation and pre-TRAP meeting expenses will be reimbursed after the system installation Trust Fund Approval has been issued. A project detail sheet/and or time sheets are required for the $10,000.00 actual cost not-to-exceed TRAP preparation reimbursement.

2.2.9 LEASED REMEDIATION SYSTEMS

An invoice from the remediation system lease vendor reflecting the remediation system's monthly lease amount due for that month must be included in the monthly and tri-annual operations and maintenance reimbursement request.

2.2.10 REMEDIATION SYSTEM MONTHLY UTILITIES

Electrical, Water/Sewer Usage and Phone Services for Remediation Systems will be reimbursed at actual cost. A copy of all legible utility bills must be included in the monthly and tri-annual operations and maintenance reimbursement request. All utility bills must reflect the current dates of service.

2.2.11 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 for an ERAC's markup on subcontracts, materials, supplies, hotel, and meals not to-exceed 10% on the first $20,000.00 plus 5% for all such expenses beyond $20,000.00. *Markup will be reimbursed on materials and supplies only when a supplier receipt or invoice is submitted.*

2.4 TAXES

In accordance with the state tax laws 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 REIMBURSEMENT REQUESTS

Before submittal of a reimbursement request, the tank owner is required to verify that all the work was completed as previously approved, complete a certification affidavit, and submit the detailed invoices, where applicable, and certification affidavit to the address listed in Section 1.0.

A maximum of one reimbursement will be issued for each scope of work, unless otherwise pre-approved by MDEQ. Reimbursement will be processed only after the UST Project Manager has approved the final report, in writing. Once the reimbursement is processed, it is final and no revisions to the request for reimbursement will be considered. It is the responsibility of the tank owner and ERAC to ensure that the invoice included in the request for reimbursement is accurate, complete, and final. 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. An owner's or operator's reimbursement can be reduced by $100 per calendar day for documents submitted to the MDEQ after a written deadline date established by the MDEQ. Sample formats for invoices are included in Appendix B.

3.1 FIXED-PRICE REIMBURSEMENT REQUESTS

When a proposal is approved by MDEQ on a fixed-price (lump sum) basis, MDEQ has established that the prices of items and/or service are set, not subject to adjustments, unless the proposal was not completed in its entirety or modifications to the work product were pre-approved by the UST project manager. The tank owner is required to verify that all work was completed and to provide the ERAC's invoice for the amount previously approved as long as the proposal was completed in its entirety. A completed work product includes work such as sampling all proposed monitoring wells if conditions allow, installing all proposed borings/monitoring wells, conducting all proposed site visits, and completing all tasks listed within the proposal.

Full reimbursement for fixed price approval is contingent upon completion of the entire proposal. If the work product does not include completion of each task listed within the proposal (i.e. proposal requested sampling 20 wells and only 15 wells were purged and sampled) or the work product does not include all tasks listed in the associated MDEQ UST guidance document or standard operating procedure (i.e. Standard Operating Procedures for Vacuuming Activities, Scope of Work for Groundwater Sampling, Preliminary Subsurface Investigation Guidance Document, Additional Subsurface Guidance Document, etc.), full

reimbursement for the fixed price approval amount should not be requested. Reimbursement for uncompleted proposals or work not meeting minimum established specifications shall be subject to deductions as determined by appropriate MDEQ personnel.

On fixed price reimbursement requests the tank owner only needs to provide the ERAC'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.

4.0 CERTIFICATION AFFIDAVIT

All requests for reimbursement must include the most recent MDEQ Certification Affidavit. Only the most current Certification Affidavit will be accepted.

All applicable blanks on the MDEQ Certification Affidavit must be completed. The tank owner or an authorized representative of the tank owner (which generally includes Principal or Financial Officer of a corporation) must sign the Certification Affidavit before a Notary Public. The ERAC cannot serve as an authorized representative. Affidavits not complete and/or containing incorrect invoice amounts or dates will be returned. A new complete Certification Affidavit will be required to process the reimbursement request.

AFFIDAVITS NOT COMPLETE AND CORRECT WILL BE RETURNED

5.0 ERAC PENALTY POLICY

MDEQ has spent significant resources creating guidance documents for Environmental Response Action Contractors (ERAC) for the preparation of various proposals and reports requested by MDEQ Project Managers to ensure quality and consistent work products among the MDEQ approved ERACs. To promote compliance with MDEQ guidance documents and ensure quality and consistent work products among all the MDEQ approved ERACs, MDEQ may seek monetary penalties.

In accordance with 11 Miss. Admin Code Pt. 5, Ch. 1, R.1.13.B, MDEQ can issue penalties to an ERAC for failure to meet performance standards such as, but not limited to, following an approved scope of work and submitting a complete and accurate report. The purpose of this guidance document is to ensure that penalties are substantial enough to deter noncompliance with performance standards and that MDEQ gives fair and equitable treatment to the MDEQ approved ERACs.

The penalty amounts that follow are for monetary penalties only and may be increased or decreased due to the seven factors of Mississippi Code §49-17-427 which include:

- The willfulness of the violation;
- Any damage to air, water, land, or other natural resources of the state or their uses;
- Costs of restoration and abatement;
- Economic benefit as a result of noncompliance;
- The seriousness of the violation;
- Past performance history; and
- Whether the noncompliance was discovered and reported as the result of a voluntary self-evaluation.

This guidance sets forth, in general terms, how MDEQ shall exercise its enforcement discretion and will normally be used by the MDEQ to determine penalties. The monetary penalty schedule established herein varies with the nature and severity of the violation(s). The violations listed below are not exhaustive and therefore do not include all possible violations.

<u>Procedures for Penalty/Reduction in Reimbursement</u>

When a penalty has been assessed for a violation, the ERAC will receive written notification through email correspondence sent to the primary contact for the ERAC summarizing the MDEQ penalty. If the ERAC disagrees that the associated violation(s)

occurred, the ERAC will be responsible for contacting the MDEQ Project Manager within five (5) working days of written notification to discuss the violation(s).

If a resolution cannot be agreed upon between the MDEQ Project Manager and the ERAC primary contact, then an Administrative Conference will be scheduled to further discuss the violation(s).

Assessment of penalties will either be accomplished through a Reduction in Reimbursement for ERACs receiving payment directly from MDEQ, or an Administrative Agreed Order for ERACs that are paid directly by the MDEQ tank owner.

When preparing proposals and reports, and performing field work, the ERAC shall abide by the most recent MDEQ/UST Branch Manual of Standard Operating Procedures (SOP) and the most recent MDEQ/UST Branch Guidance Documents as required.

The total penalty amount for a specified document may be doubled by MDEQ under any of the following conditions:

- **If the ERAC fails to provide notification and communicate to MDEQ any exigent circumstances for a specified work activity before the document due date,**
- **If the ERAC fails to request an extension of document due date and the submittal is over seven (7) days late,**
- **If penalties have been previously assessed for a violation(s) related to specific document, site, and ERAC.**

For all documents (unless otherwise stated for specific document):

A.	Violation	Penalty Amount
1	Failure to submit a document to MDEQ by a written deadline established by MDEQ	$100/calendar day
2	Failure of a Professional Engineer (PE) or Registered Professional Geologist (RPG) to review, sign, and/or stamp a document	$200
3	Failure to provide all required sections of a document specified in the MDEQ Guidance Document Requirements	$200/missing section
4	Submittal of incomplete/inaccurate required sections of a document as specified in the MDEQ Guidance Document Requirements	$100/section
5	Submittal of incomplete/inaccurate information in the body of the document	$100
6	Submittal of unbound document as required in SOP	$50
7	Failure of ERAC to abide by the SOP	$100 - $750 per occurrence
8	Failure to submit hard copy of a document within 5 business days	$100/calendar day

For all proposals (unless otherwise stated for specific proposal):

B.	Violation	Penalty Amount
1	Failure to provide two copies of the completed SOW/CE	$100
2	Failure to include all of the required QA/QC samples as specified in the SOP.	$100
3	Failure to provide required Cost/Price Summary form	$300/missing form
4	Submittal of incomplete/inaccurate Cost/Price Summary form	$100/form
5	Failure to provide Detailed Breakdown Sheet	$200/missing form
6	Submittal of incomplete/inaccurate Detailed Breakdown Sheet	$100/sheet
7	Failure to provide subcontractor quote sheet	$300
8	Submittal of incomplete/inaccurate subcontractor quote sheet	$100
9	Failure to provide required map	$100

For all reports (unless otherwise stated for specific report):

C.	Violation	Penalty Amount
1	Failure to contact MDEQ Project Manager during field activities as required in the MDEQ Standard Operating Procedure or guidance documents	$400
2	Failure to complete approved SOW	$750
3	Failure to provide description/explanation of significant deviations from the approved SOW/CE	$300
4	*****Failure to wait for a well to recover to 75% of its original volume before collecting a groundwater sample (unless approved by the MDEQ Project Manager)	$200
5	*****Failure of soil samples to meet holding times	$200
6	*****Failure of groundwater samples to meet holding times	$200
7	*****Failure for the temperature of the samples to be 6^{o}C or less	$200
8	*****Failure to collect trip blank, equipment blank, and/or duplicate samples during sampling activities when required by the SOP	$200/missing sample
9	Failure to provide Chain of Custody and/or laboratory analysis data in a report	$200
10	*****Submittal of incomplete/inaccurate Chain of Custody	$100
11	*****Failure to verify possession of samples at all times. Chain of Custody does not adequately track possession of samples from field collection to laboratory receipt	$200
12	Failure to provide figures and tables as specified in the applicable MDEQ Guidance Document(s)	$100/missing figure or table
13	Submittal of incomplete/inaccurate figures and tables as specified in the applicable MDEQ Guidance Document(s)	$100/figure or table
14	Failure to provide specific recommendations as required	$200
15	Failure to provide appendices as specified in the MDEQ Guidance Documents requirements	$100/missing appendix
16	Failure to provide photos of work performed at the site as required	$50
17	Failure to calculate or state RPD for the duplicate sample	$50
18	Inaccurate calculation of the RPD (includes unnecessary rounding)	$50
19	Failure to discuss an RPD above 25% for the duplicate sample	$200
20	Failure to state which well the Duplicate Sample is a duplicate of	$50
21	*****Failure of the RPD to meet the 25% requirement for the duplicate sample	$200
22	Failure to state the trip blank results	$50
23	Failure to discuss any trip blank result above ND	$200
24	*****Failure of the trip blank to meet the ND requirement	$200
25	Failure to state the equipment/rinse blank results	$50
26	Failure to discuss any equipment/rinse blank result above ND	$200
27	*****Failure of the equipment/rinse blank to meet the ND requirement	$200
28	Failure to submit the Monitoring Well Sampling Form	$200
29	Submittal of incomplete/inaccurate Monitoring Well Sampling Form	$100
30	*****Failure of the groundwater to intersect the screened interval	$100
31	Failure to adjust the groundwater elevation when free product is encountered	$50
32	Failure to provide field notes, Offsite Access approval form, or Waste Manifests	$100/missing item
33	Failure to provide all boring logs and monitoring well schematics	$100/missing item

For all invoices:

D.	Violation	Penalty Amount
1	Failure to provide all subcontractor invoices as specified in MDEQ Reimbursement Procedures and Limitations	$100/missing invoice
2	Missing, incomplete or incorrectly filled out Certification Affidavit	$100

D.	Violation	Penalty Amount
3	Failure to provide a complete Runtime/Downtime Summary clearly defining the actual runtime/downtime for the month	$100
4	Failure to submit a Summary Invoice as specified in the Procedures and Limitations	$100
5	Missing or improperly formatted Invoice Cost Breakout as specified in the Procedures and Limitations	$100
6	Failure to provide invoices within 12 months of written MDEQ due date for the final work product	Total cost approved for SOW

Additional violations based on specific MDEQ Guidance Documents:

PSI, LSI, and ASI SOWs:

E.	Violation	Penalty Amount
1	Failure to conduct site reconnaissance before preparing SOW which includes no site history/file review and/or no site visit (specific to PSI only)	$300
2	Failure to propose boring locations in accordance with minimum requirements in PSI SOW guidance	$100
3	Failure to propose groundwater well locations in accordance with minimum requirements in PSI SOW guidance	$100
4	Failure to provide driller's unit rate bid sheet or equivalent	$200

PSI, LSI, and ASI Reports:

F.	Violation	Penalty Amount
1	Failure to provide data table for soil borings and/or groundwater wells	$200
2	Failure to provide laboratory data for soil and/or groundwater samples	$100
3	Failure to provide recommendations discussing if additional assessment is necessary and/or free product recovery is necessary (if free product is present)	$100
4	Failure to install borings/wells in accordance with MDEQ/UST Standard Operating Procedure Manual without MDEQ Project Manager approval	$200 - $1,000
5	Failure to analyze the soil sample with the highest PID/FID reading	$200
6	Failure to terminate the boring as stated in the SOP	$200

Groundwater Sampling Reports:

G.	Violation	Penalty Amount
1	Failure to collect groundwater elevations from all monitoring wells listed in the scope of work	$200
2	Failure to conduct all analyses required	$300
3	Failure to collect groundwater samples from all monitoring wells listed in the scope of work (when there is sufficient water to collect a sample, and the well is clear of free product)	$100/missing sample
4	Failure to discuss anomalies in the groundwater elevations, if applicable	$200
5	Failure to discuss the trip blank, duplicate, and equipment blank samples meeting the quality control criteria	$200

Vacuuming SOW:

H.	Violation	Penalty Amount
1	Failure to specify which wells will be vacuumed and/or duration of vacuuming per well	$200
2	Failure to provide subcontractor quote for vacuuming services	$300

Vacuuming Report:

I.	Violation	Penalty Amount
1	Failure to discuss anomalies noted, if applicable, during vacuuming events	$200

I.	Violation	Penalty Amount
2	Failure to collect free product thicknesses and/or groundwater elevations before and/or after each vacuuming event	$100/event
3	Failure to provide all Summary of Vacuuming Event forms, all Product Thickness forms, and/or Waste Manifests	$100/form
4	Failure to provide site map with the free product contour as required in the MDEQ Guidance Document	$200
5	Failure to provide the vacuum pump curve	$100
6	Failure to collect VOC readings as specified in the approved SOW	$200
7	Failure to contact MDEQ/UST project manager when free product shows up in another well, or when there is no free product present in wells	$200

Vacuuming Invoices:

J.	Violation	Penalty Amount
1	Failure to provide Summary of Vacuum Event form, completed waste manifest form, ERAC's invoice, and/or vacuum truck service invoice	$100/missing item

UST General Permit Application:

K.	Violation	Penalty Amount
1	Failure to provide contiguous landowner notification	$100
2	Failure to provide POTW notification and/or approval documentation	$200
3	Failure to complete the main application	$200
4	Submittal of inaccurate information on the application	$100

Turnkey SOW:

L.	Violation	Penalty Amount
1	Failure to provide the CCQS and narrative description to MDEQ project manager prior to requesting bids (Bid Documents)	$500
2	Failure to provide written quotes for electrical hook-up, telephone, sewer tap, and water (if applicable). If there is no charge, then the quote should say so.	$500
3	Failure to provide three CCQS with identical units (or documenting requests for 3 or more quotes)	$500
4	Failure to provide monthly estimates for local water, telephone, electrical, and sewer utilities (estimate may be a lump sum for all utilities)	$100 - $300
5	Failure to provide 2 manufacturer quotes for new remediation systems	$500
6	Failure to provide the original system invoice for proposed used remediation system along with previous owner, previous locations of operation, previous amount of time the system operated, and any completed upgrade invoices.	$500
7	Failure to provide process and instrumentation diagram (P&ID)	$300
8	Failure to discuss anticipated extraction flow rate, anticipated hydraulic and pneumatic radius of influence, and/or anticipated wastewater effluent concentrations	$300/missing discussion
9	Failure to list all permits, local codes/ordinances, and their requirements that must be met for system installation and operation	$200
10	Failure to provide detailed discussion of trenching and piping, recovery well conversion and well installation, and system positioning and hookup	$300/missing discussion

Remediation System Installation Report:

M.	Violation	Penalty Amount
1	Failure to provide an updated Operation and Maintenance Manual after installation of the remediation system	$500
2	Failure to provide System Fact Sheet	$300

M.	Violation	Penalty Amount
3	Failure to describe field activities and/or all deviations from the approved work plan	$200
4	Failure to provide a site map (to scale) indicating the system, piping, recovery well, and fence layout	$200
5	Failure to provide the proposed quantities vs actual quantities installed table	$300

Triannual Remediation System Reports:

N.	Violation	Penalty Amount
1	Failure to collect groundwater elevation data and pneumatic readings at least one time per month	$200/missing month
2	Failure to notify MDEQ Project Manager when free phase product is noted in a monitoring well which is not operating as a recovery well	$200
3	Failure to make necessary adjustments to the remediation system in order to operate the remediation system (and recovery well configuration) in the most effective manner	$200
4	Failure to record VOC concentration from system exhaust at least 3 times per month, if applicable	$200/missing month
5	Failure to discuss cumulative VOC mass removal (pounds), hydraulic and/or pneumatic capture zone, duration of remediation with expected time to cleanup, and/or contaminant plume and changes in plume size	$200/missing discussion
6	Failure to remove 50% or more of the free phase product recorded at start-up within the first 6 months of system operation (barring no new releases)	$500
7	Failure to provide recommendations that include: • recovery of free phase product if product exists in wells other than operating recovery wells • changes to recovery wells or recovery well configuration • changes to system if not currently meeting optimal operating parameters	$500/missing discussion
8	Failure to provide accurate Remediation System Runtime Summaries	$500
9	Failure to provide Executive Summary	$200
10	Failure to provide drop tube depths	$200
11	Failure to provide all O&M Sheets for all visits	$100/missing sheet
12	Submittal of inaccurate/incomplete O&M Sheets	$100/missing sheet
13	Failure to adjust drop tubes or pumps, so that drop tube or pump is submerged in groundwater	$200/occurrence
14	Failure to collect all required permit samples	$200/missing sample
15	Failure to notify MDEQ Project Manager if the system is down more than 10 consecutive days	$100/day

Remediation System Continuation SOW:

O.	Violation	Penalty Amount
1	Failure to propose necessary changes to the remediation system	$300
2	Failure to make changes to the number of wells sampled, if necessary	$200

Monitor Well Plugging Report:

P.	Violation	Penalty Amount
1	Failure to submit the MDEQ UST Branch Plugging Report for Monitoring Wells Form	$200
2	Failure to submit the MDEQ Office of Land and Water Resources Water Well Plugging/Decommissioning Form	$200
3	Failure to gauge ALL wells prior to initiating well plugging activities	$300

***For these items, consequences are listed in the SOP. These consequences may require redrilling or resampling, which would not be eligible for reimbursement.**

6.0 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.

6.1 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 ERAC with a Final Notice of Reimbursement (FNOR).

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

6.2 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

6.3 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 DOCUMENT FORMATS FOR ERAC'S TIME AND MATERIAL INVOICE SUBMITTAL

Table of Contents

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

January 15, 2017

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	$ 5,852.00
Other Direct Costs	9,134.05
Markup	868.85
Total Amount Due This Invoice	$15,854.90

Invoice Cost Breakout

Direct Labor:

Name & Classification	Task & Date of Task	Hours	Rate	Extended
Field Hours:				
Jane Joe, Staff Professional	Oversight 08/01/17 - 08/04/17	24	90.00	$2,160.00
	Survey & Oversight 08/05/17	8	90.00	720.00
Bill Brown, Technician	GWS 08/15/17 - 08/17/17	16	58.00	928.00
		40		$3,808.00
Office Hours:				
Billy Bill, Project Professional	Report Prep	2	100.00	$ 200.00
Jane Joe, Staff Professional	Report Review	16	90.00	1,440.00
John Doe, CADD		2	58.00	116.00
Jane Doe, Clerical		6	48.00	288.00
		26		$ 2,044.00
			Labor Total:	**$ 5,852.00**

Other Direct Costs:

		Units	Rate	Extended
a. Travel				
(1) Transportation	360 miles	360	$0.535/mi.	$ 192.60
(2) Per diem				
i. Meals for 2 man-days ($46 per day)				92.00
ii. Hotel for 2 nights (receipt attached)				200.00
			Travel Subtotal:	$ 484.60
b. Equipment, Materials, Supplies				
Oil/Water Interface Probe		3 days	25/day	$ 75.00
PID		1 day	70/day	70.00
Bailers		10	10/each	100.00
~~Ice~~				~~8.00~~
			Equipment Subtotal:	$ ~~253.00~~245.00
c. Subcontracts				
XYZ Analytical Services (invoice attached)				$ 2,140.00
ABC Drilling Services (invoice attached)				6,163.20
			Subcontract Subtotal:	$ 8,303.20
d. Other				
Shipping (invoice attached)				$ 93.25
			Other Subtotal:	$ 93.25
			Other Direct Costs Total:	**$ 9,134.05**
Markup (on meals, hotel, Subcontracts & Shipping)				**$ 868.85**
			Total:	**$15,854.90**

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

January 9, 2017

Invoice #0002

Site I.D. #0002
Site Name: Bob's Service Station, Natchez

Date of services: 1-2-17 to 1-4-17

DESCRIPTION	UNIT PRICE	TOTAL
Mob. & Demobilization	$2.00/mi. x 10 miles	$ 20.00
Flat Fee		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	560.00
	SUBTOTAL:	$5,760.00
	Sales Tax:	403.20
	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, 2025

Invoice #0003

Client: Fair Engineers, Inc.

Sample Date: 10/9/24

	Units	Unit Price	Extended
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	700.00
		Total Amount Due:	$2,140.00

Required Information on Shipping and Hotel Invoices

Express Shipping
Job Identifier

Date: August 29, 2017

Shipped From:
Shipped To:

Total $93.25

Friendly Hotel
123 Fun Street
Jackson, MS
601-123-4567

Name of Occupant:

Date	Description	Charges
08/29/17	Rm: 222	$100.00
08/29/17	Tax - Occupancy	2.00
08/29/17	Tax - Sales	7.00

Balance: $109.00

Monthly O&M Invoice Example

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

January 1, 2017

Invoice #00001

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

MGPTF I.D.#00000
Site Name: Bob's Service Station
Location: 88 57th Street
Natchez, MS 38000

Monthly System Use Rate	$5,000.00
Monthly Operation, Maintenance & Sampling	$1,000.00
Electrical Power	$3,000.00
Water/Sewer	$ 500.00
Phone	$ 50.00
Total Amount Due This Invoice	$9,550.00

Triannual O&M Invoice Example

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

January 1, 2017

Invoice #00001

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

MGPTF I.D.#00000
Site Name: Bob's Service Station
Location: 88 57th Street
Natchez, MS 38000

Monthly System Use Rate	$5,000.00
Triannual Operation, Maintenance & Sampling	$1,000.00
Electrical Power	$3,000.00
Water/Sewer	$ 500.00
Phone	$ 50.00
Laboratory Services	$2,000.00
Total Amount Due This Invoice	$11,550.00

APPENDIX C

Maximum Limits of Reimbursement
For Drilling Services
December 1, 2022

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 December 1, 2022.

1. MOBILIZATION AND DEMOBILIZATION

$200.00 Flat Fee plus $6.00/mile up to a total maximum charge of $2,000 (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

$100.00/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

$40.00/foot

Reimbursement for this item will be based upon actual number of linear feet drilled (augured) as documented by the ERAC'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
(Including soil disposal)

$40.00/foot

Reimbursement for this item will be based upon actual number of linear feet drilled (augured) as documented by the ERAC'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

$30.00/additional sample

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

6. BORING AND 2" WELL INSTALLATION $70.00/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 $75.00/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 $80.00/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 $90.00/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 $100.00/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 $105.00/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 $150.00/well

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

13. FLUSH MOUNT SECURITY CASINGS $250.00/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.*

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

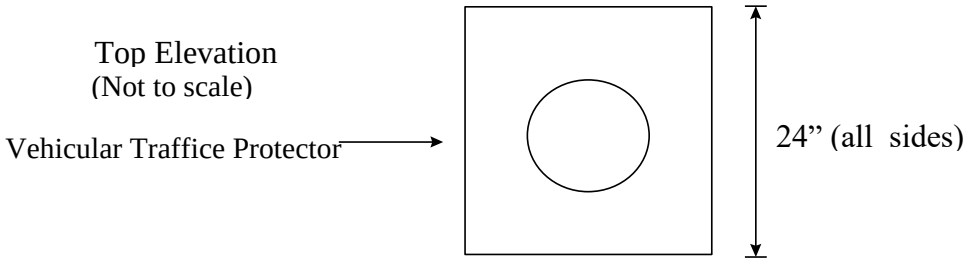
Upon completion of the monitoring well installation, the well should be developed by bailing, pumping, surge block, etc. At least three to five well volumes should be pumped or the well should be pumped dry. The final water from the well should not be turbid. The ERAC's field geologist or engineer shall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

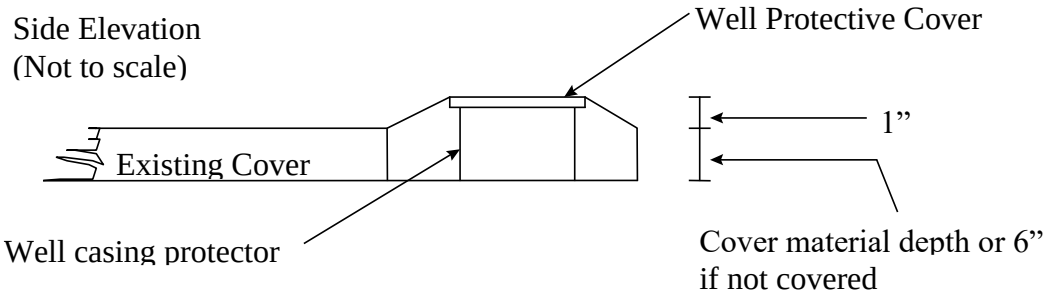
ITEM 13 - FABRICATION/INSTALLATION OF MONITOR WELL HEAD PROTECTION

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 December 1, 2022 (limited to the approved cost ceiling).

1. MOBILIZATION AND DEMOBILIZATION

$4.00/mile up to a total maximum charge of $1,600.00 (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 $25.00/foot

Reimbursement for this item will be based upon actual number of linear feet probed, as documented by the ERAC'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 $40.00/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 $50.00/well

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

5. FLUSH MOUNT SECURITY CASINGS $175.00/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												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
Total Monthly Hours												
Total Monthly Downtime Hours												

Produced by the Mississippi Department of Environmental Quality, Office of Pollution Control,
P.O. Box 2261, Jackson, MS 39225-2261 / (601) 961-5171

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**									
12			**24**									
13			**24**									
14		**24**	**8**									
15		**24**										
16		**3**										
17												
18	**3**											
19	**12**											
20												
21		**18**	**13**									
22			**24**									
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**									

2/11

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Remediation System Downtime Summary

(Two Pump System)

Site Name:	Year:	Facility I.D. #

	January		February		March		April		May		June	
	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
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20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
Total Monthly Hours												
Total Monthly Downtime Hours												

021/11

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Remediation System Downtime Summary

(Two Pump System)

Site Name:	Year:	Facility I.D. #

	July		August		September		October		November		December	
	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2	LRV1	LRV2
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
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21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
Total Monthly Hours												
Total Monthly Downtime Hours												

02/11

Produced by the Mississippi Department of Environmental Quality, Office of Pollution Control,
P.O. Box 2261, Jackson, MS 39225-2261 / (601) 961-5171

Effective: August 1, 2005, for **two pump systems**

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 amount of downtime for each vacuum pump 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 MDEQ 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.**

7. 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. Further, significant downtime (240 hours or more in a calendar month) will result in a reduction of the amount of reimbursement for operation and maintenance of the remediation system. For two pump systems, the deduction for downtime shall be one-sixtieth (1/60) of the monthly rental for each pump down 120 hours or more.