

May 9, 2003

Ms. Ann Kolata, Deputy Executive Director  
City of South Bend Department of Economic and Community Development  
227 West Jefferson Blvd, 12<sup>TH</sup> Floor  
South Bend, Indiana 46601

RE: Summary of Incurred Project Costs for Development of Remediation Work Plans (RWPs) Along With Scope of Work and Estimated Project Costs to Revise those Plans for Area A and Area C, Prepare a New RWP for Groundwater (combining Areas A, B and C), and Revising the Initial Phase II Environmental Site Assessment (ESA) Report for Area A;SBI013.200.0000.doc

Dear Ms. Kolata:

Hull & Associates, Inc. (Hull) has prepared this letter to summarize efforts and costs yet to be invoiced for preparation of RWPs and supporting documents for Area A (Allied Stamping, Huckins Tool & Die, South Bend Lathe, and Underground Pipe & Valve) and Area C (Former Oliver Plow Works). This letter also describes the scope of work and estimated project costs to revise the RWPs for to address issues brought forth during on our meeting with the Indiana Department of Environmental Management (IDEM) on April 23, 2003.

Table 1 (Attachment A) provides a summary of costs for completion of the RWPs that were beyond the level of effort contemplated when preparing the cost estimate for general consulting services (refer to the proposal contained in Hull Document # SBI013.200.0005, June 28, 2002). Other activities that were conducted after the General Consulting Services budget had been exhausted (i.e., preparing additional copies of documents for IDEM and research for the Mechanic's Laundry site) are also summarized on Table 1. The total of \$11,189.75 does not include support of grant applications (including meetings), which were held as internal costs.

The draft RWPs will be revised to include the following documents:

1. A RWP to describe the additional investigations, the general remediation approach, and the confirmatory sampling program to address impacted soils on Area A;
2. A RWP to describe the additional investigations, the general remediation approach, and the confirmatory sampling program to address impacted soils on Area C; and
3. A RWP to describe the additional investigations, the general remediation approach, and the confirmatory sampling program to address the impacted groundwater from both Area A, Area B and Area C.

Furthermore, based on our meeting with IDEM, Hull understands that the health and safety plan, a quality assurance project plan, and a community relation plan will need to be revised to be inclusive for the activities for both Area A and Area C.

Hull recognizes that a RWP may be prepared at a later date to address Area B soils. An estimate preparation of the RWP will be provided after additional environmental data are obtained.

This letter also provides a Scope of Work and estimated costs to revise the Initial Phase II ESA to reflect the Voluntary Remediation Program (VRP) format and standards (i.e., residential and nonresidential cleanup goal) as provided the VRP Resource Guide document dated July 1996.

**Task 1.0 Revised RWP for Soils at Area A**

The draft RWPs that were submitted to City in April 2003 will be revised to include additional narratives to describe all past environmental sampling programs that have been completed since 1991 at Area A and to remove all information, where necessary, related to groundwater. To the extent possible, the revised RWP will also include copies of the analytical report, summary tables, and location plans for these soils data. Note that there may be inaccuracies in historical sampling locations, as presented on the maps, due to a lack of survey data and/or detailed historical site plans. Hull envisions that multiple figures will need to be prepared to clearly show the previous sampling locations and analytical summaries.

**Task 2.0 Revised RWP for Soils at Area C**

The draft RWP that was submitted to City in April 2003 will be revised to include additional narratives that describe all past environmental sampling programs completed since 1989 at Area C. Furthermore, references to groundwater will be excluded from the draft RWP. To the extent possible, the revised RWP will include copies of analytical reports, summary tables, and location plans for historical soils investigations. Note that there may be inaccuracies in historical sampling locations, as presented on the maps, due to a lack of survey data and/or detailed historical site plans. Hull envisions that multiple figures will need to be prepared to clearly show the previous sampling locations and analytical summaries.

In addition, this revised RWP will include a description and analytical results of the impacted soil areas discovered during demolition activities at Area C. To support Hull's understanding of impacted areas discovered and analytical results obtained during the demolition activities, Hull proposes to meet with the Mr. Larry Grauvogel of Grauvogel & Associates and the City following review of the project binder for demolition activities. Hull assumes that a single figure will need to be prepared to show the locations and results related to demolition activities.

**Task 3.0 RWP for Groundwater for Area A, Area B and Area C**

A RWP will be prepared to address groundwater beneath and potentially downgradient of Area A, Area B and Area C. This RWP will be prepared in general conformance with applicable requirements of the July 1996 VRP Resource Guide for the RWP. This RWP will include narratives to describe all past environmental sampling programs related to groundwater that have been completed on Area A, B and C, and downgradient off-site

environmental sampling reports. To the extent possible, the revised RWP will also include copies of analytical reports, summary tables and location plans for previous groundwater investigations. Note that there may be inaccuracies in historical sampling locations, as presented on the maps, due to a lack of survey data and/or detailed historical site plans. Hull envisions that multiple figures will need to be prepared to clearly show the previous sampling locations and analytical summaries.

#### **Task 4.0 RWP Operation Plan Documents**

Hull will revise the draft health and safety plans, quality assurance project plans and the community relation plans that were submitted in April 2003 into a single set of the project documents that will be inclusive of all anticipated activities associated with the general remediation approaches for soil and groundwater.

#### **Task 5.0 Initial Phase II Environmental Site Assessment Report Revision**

Hull will revise the Initial Phase II ESA Report for that was submitted to the City in February 2002 and was prepared assuming the Area A would be completed following Risk-Integrated System of Closure (RISC) guidance. The Initial Phase II ESA Report will need to be revised to follow a format, include information and evaluate Cleanup Goals pursuant to guidance provided in the July 1996 VRP Resource Guide.

#### **Task 6.0 Project Meeting with the City and IDEM**

Hull recommends the City, IDEM and Hull attend a meeting prior to submittal of the RWP for Area C soils. The purpose of this meeting will be to discuss in detail the various components of the RWP and associated project plans and to ensure that all parties have an understanding of the contents of the plans. For the purpose of estimating project costs, Hull assumes that the meeting will held in the City of South Bend. While not addressed in this Scope of Work, additional meetings may be necessary prior to submittal of the other RWPs described herein.

### **SCHEDULE**

Hull will initiate revisions of the RWPs immediately upon conclusion of contractual arrangements and receiving authorization to proceed by the City. Hull will prepare the draft RWP for Area C Soils by the end of May and the draft RWP for Area A Soils by the end of June, assuming that IDFA-grant-funded investigation data have been obtained by that point. Hull will prepare final RWPs within one week of receiving the Client's comments on the draft report. At this time, the schedule for submittal of the remaining RWP is not known.

### **COMPENSATION**

A breakdown of estimated costs is presented in Table 1 (Attachment A), which describes a not-to-exceed amount for the project of \$23,152 for the preparation of the RWPs described herein and the revision Initial Phase II ESA Report. The fees have been developed based on our estimate of hours for each labor category expected to be involved in the project. The rates used to calculate compensation for each labor category are within the ranges presented in Table 2 (Attachment A). Actual rates and hours expended for each category may vary based on project personnel used. Additionally, personnel in labor categories not included in Table 1 or Table 2 may be

used. The Client will be billed for actual labor hours and other project costs with the total project cost not to exceed that shown in Table 1, unless additional work is required as discussed below. If agreed upon, subcontractors (e.g., drilling and chemical analyses) will bill directly to the Client and Hull would review and, if applicable, recommend approval of the contractor's invoice. If subcontractor's fees are included on Hull's invoices, the subcontractor's fees will be billed as described in Table 2, Note 7. The project will be billed on a four-week basis with payment due to Hull within thirty days after receipt of an invoice.

### **ADDITIONAL WORK**

Additional work beyond the Scope of Work defined herein shall not be performed until such time as an amendment to this proposal, including the scope of the additional work and associated costs, has been prepared in writing to address the additional work and said amendment has been approved by the Client in writing.

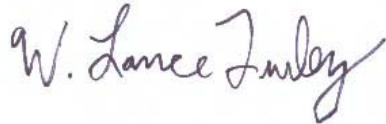
### **STANDARD OF CARE AND LIMITATIONS**

Hull shall perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by our proposal or by our oral or written reports. The work will not attempt to evaluate past or present compliance with federal, state, or local environmental or land use laws or regulations. Conclusions presented by Hull regarding the Site to be investigated shall be consistent with the Scope of Work, level of effort specified, and investigative techniques employed. Reports, opinions, letters and other documents will not evaluate the presence or absence of any compound or parameter not specifically analyzed and reported. The presence of radiation, radon, lead, electromagnetic fields, and indoor air pollution will not be investigated, unless specifically stated in the scope of work. Hull makes no guarantees regarding the completeness or accuracy of any information obtained from public or private files or information provided by subcontractors.

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Again, thank you for the opportunity to prepare this proposal. Please call me at (513) 459-9677 if you have any questions.

Sincerely,

A handwritten signature in dark ink, reading "W. Lance Turley". The signature is written in a cursive style with a large, stylized "W" and a long, sweeping underline.

W. Lance Turley  
Senior Project Manager

WLT/kf

cc: Terry R. Baehr, Hull & Associates, Inc.  
Andy Laurent, City of South Bend  
Hull File Copy

**ATTACHMENT A**

**TABLES**

**CITY OF SOUTH BEND  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
TABLE-1  
REMEDATION WORK PLAN REVISIONS FOR AREAS A AND C (SOILS)  
REMEDATION WORK PLAN PREPARATION FOR AREAS A, B AND C (GROUNDWATER)  
AND REVISION TO THE INITIAL PHASE II ENVIRONMENTAL SITE ASSESSMENT REPORT  
FOR AREA A**

<b>Unbilled Work Completed to Date</b>			
<b>ITEM</b>	<b>Total</b>		
Preparation of Draft RWP's and Supporting Documents	\$10,661.77		
Copies of Existing Documents for IDEM	\$279.25		
Mechanics Laundry Research	\$248.73		
<b>Total Unbilled Work Completed to Date</b>			<b>\$11,189.75</b>
<b>Estimated Future Work</b>			
<b>ITEM</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>ESTIMATED TOTAL</b>
<b>Task 1 - Revised Remediation Work Plan For Area A<sup>1</sup></b>			
Senior Project Manager	\$135 /hr.	6 hrs.	\$810
Senior Hydrogeologist	\$97 /hr.	8 hrs.	\$776
Hydrogeologist II	\$60 /hr.	12 hrs.	\$720
Hydrogeologist I	\$55 /hr.	12 hrs.	\$660
Senior CADD Technician	\$48 /hr.	8 hrs.	\$384
Clerical	\$30 /hr.	8 hrs.	\$240
Direct Costs (including copies, TELCOMP, etc.)	\$800 /ea.	1 Lump Sum	\$800
<b>Subtotal Task 1</b>			<b>\$4,390</b>
<b>Task 2 - Revised Remediation Work Plan For Area C<sup>1</sup></b>			
Senior Project Manager	\$135 /hr.	6 hrs.	\$810
Senior Hydrogeologist	\$97 /hr.	16 hrs.	\$1,552
Hydrogeologist II	\$60 /hr.	16 hrs.	\$960
Hydrogeologist I	\$55 /hr.	8 hrs.	\$440
Senior CADD Technician	\$48 /hr.	12 hrs.	\$576
Clerical	\$30 /hr.	6 hrs.	\$180
Direct Costs (including copies, TELCOMP, etc.)	\$1,000 /ea.	1 Lump Sum	\$1,000
<b>Subtotal Task 2</b>			<b>\$5,518</b>
<b>Task 3 - Remediation Work Plan For Groundwater for Area A, Area B and Area C<sup>1</sup></b>			
Senior Project Manager	\$135 /hr.	6 hrs.	\$810
Senior Hydrogeologist	\$97 /hr.	8 hrs.	\$776
Hydrogeologist II	\$60 /hr.	16 hrs.	\$960
Hydrogeologist I	\$55 /hr.	8 hrs.	\$440
Senior CADD Technician	\$48 /hr.	8 hrs.	\$384
Clerical	\$30 /hr.	6 hrs.	\$180
Ravensfield Digital Resources	\$450 /ea.	1 Lump Sum	\$450
Direct Costs (including copies, TELCOMP, etc.)	\$800 /ea.	1 Lump Sum	\$800
<b>Subtotal Task 3</b>			<b>\$4,800</b>
<b>Task 4 - Remediation Work Plan Operation Plan Documents (QAPP, HASP, Community Relations Plan)<sup>1</sup></b>			
Senior Project Manager	\$135 /hr.	2 hrs.	\$270
Senior Hydrogeologist	\$97 /hr.	2 hrs.	\$194
Hydrogeologist II	\$60 /hr.	6 hrs.	\$360
Hydrogeologist I	\$55 /hr.	4 hrs.	\$220
Senior CADD Technician	\$48 /hr.	2 hrs.	\$96
Clerical	\$30 /hr.	6 hrs.	\$180
Direct Costs (including copies, TELCOMP, etc.)	\$600 /ea.	1 Lump Sum	\$600
<b>Subtotal Task 4</b>			<b>\$1,920</b>
<b>Task 5 - Initial Phase II Environmental Site Assessment Report Revision<sup>1</sup></b>			
Senior Project Manager	\$135 /hr.	4 hrs.	\$540
Senior Hydrogeologist	\$97 /hr.	8 hrs.	\$776
Hydrogeologist II	\$60 /hr.	4 hrs.	\$240
Hydrogeologist I	\$55 /hr.	4 hrs.	\$220
Senior CADD Technician	\$48 /hr.	8 hrs.	\$384
Clerical	\$30 /hr.	6 hrs.	\$180
Direct Costs (including copies, TELCOMP, etc.)	\$1,000 /ea.	1 Lump Sum	\$1,000
<b>Subtotal Task 5</b>			<b>\$3,340</b>
<b>Task 6 - Project Meeting with the City and IDEM<sup>2</sup></b>			
Senior Project Manager	\$135 /hr.	12 hrs.	\$1,620
Senior Hydrogeologist	\$97 /hr.	12 hrs.	\$1,164
Direct Costs (including copies, TELCOMP, etc.)	\$400 /ea.	1 Lump Sum	\$400
<b>Subtotal Task 6</b>			<b>\$3,184</b>
<b>PROJECT TOTAL</b>			<b>\$23,152</b>

Notes: <sup>1</sup> Costs assumes that eight copies of the documents will be compiled (four for IDEM, two for the City, and two for Hull).

<sup>2</sup> Costs assumes Meeting will be held in South Bend.

## HULL & ASSOCIATES, INC.

TABLE 2

### 2003 BILLING RATES

Principal	\$90.00 - \$200.00/hr.
Senior Project Manager	\$90.00 - \$175.00/hr.
Project Manager	\$70.00 - \$120.00/hr.
Senior Hydrogeologist	\$70.00 - \$120.00/hr.
Hydrogeologist II	\$50.00 - \$80.00/hr.
Hydrogeologist I	\$40.00 - \$60.00/hr.
Senior Scientist	\$70.00 - \$120.00/hr.
Scientist II	\$50.00 - \$85.00/hr.
Scientist I	\$40.00 - \$60.00/hr.
Senior Engineer	\$70.00 - \$110.00/hr.
Engineer II	\$55.00 - \$85.00/hr.
Engineer I	\$45.00 - \$70.00/hr.
Senior CAD Operator	\$45.00 - \$65.00/hr.
CAD Operator II	\$40.00 - \$55.00/hr.
CAD Operator I	\$35.00 - \$50.00/hr.
Senior Technician	\$45.00 - \$85.00/hr.
Technician II	\$35.00 - \$60.00/hr.
Technician I	\$25.00 - \$55.00/hr.
Government & Public Relations	\$55.00 - \$150.00/hr.
Clerical	\$25.00 - \$50.00/hr.

#### NOTES:

1. Hourly rates for personnel apply to actual time spent in meetings concerning the project, preparing for such meetings, project coordination time, design activities, field and office investigations, and travel time when job-related.
2. Travel mileage by ground transportation is billed at \$0.365 per mile.
3. Air transportation fees are billed directly with no mark-up. Travel time is typically billed only for that time actually spent flying to/from the project location and does not include layovers, delays, etc.
4. Billing rates reflect an average range of salaries for each job classification. Rates are typically reviewed and adjusted periodically to account for salary increases and other changes.
5. Miscellaneous expenses such as reproduction, mylars, vellums, blueprints, shipping, meals & lodging associated with travel or extended field activities, etc. are not subject to a mark-up.
6. \$3.00 per man hour will be added to actual hours worked to cover internal Hull direct costs such as telephone, long distance, copies, postage and computer resources.
7. Subcontractors' fees will be billed to the Client at a rate equal to the subcontractor fee multiplied by 1.1 to recover Hull's contractual liability risk and associated operational expense.
8. Field equipment rented from outside vendors will be billed directly with no mark-up. If field equipment owned by Hull is used on the client's project, competitive market-equivalent rates will be billed for daily or weekly rental.