



Department of

Community Investment

Memorandum

March 23, 2015

TO: Redevelopment Commission

FROM: Chris Dressel, Staff 

SUBJECT: Proposal to amend existing environmental services general consulting contract by Hull & Associates

Attached is a proposed amendment from Hull & Associates, Inc. in the amount of \$30,000 to extend their existing general consulting contract for environmental services related to the ongoing support of redevelopment efforts for Areas A, B, and C (in the former Studebaker/Oliver site), and other properties as needed through 2016. The prior consulting services agreement amendment approved by the commission in August 2012. The specific components of the proposal by Hull and Associates are summarized as follows:

- Assist with continued interpretation of new data and findings;
- Communicate with the Client and Client's counsel for insurance recovery and litigation support, regulatory agencies and prospective developers;
- Attend meetings that are not currently addressed by existing contracts
- Assist with environmental support for other City of South Bend properties (besides Areas A, B, and C) on an as-needed basis.

Staff requests your approval of this service contract amendment. Please contact me at 235-5847 or cdressel@southbendin.gov if you have any questions.





March 3, 2015

Mr. Christopher D. Dressel, Planner & Bicycle Coordinator
Department of Community Investment
227 West Jefferson Blvd, Suite 1400S
South Bend, Indiana 46601

RE: Proposal for General Environmental Consulting Services in Support of Redevelopment Efforts for Areas A, B and C, and Other Properties (as needed), South Bend, Indiana; SBI073.300.0001.

Dear Mr. Dressel:

Hull & Associates, Inc. (Hull) is pleased to present the City of South Bend (Client) the following proposal for continued professional engineering services for the above referenced projects. The purpose of this letter is to establish the Scope of Work, fee and schedule for the project. The Scope of Work is based on Hull's experience providing similar services to the Client during previous years and through ongoing discussions with the Client.

Specifically, Hull will continue to assist the Client with continued interpretation of new data and findings; communications with the Client and Client's counsel for insurance recovery and litigation support, regulatory agencies and prospective developers; and attendance at meetings that are not currently addressed by existing contracts with Client. Hull will also assist Client with environmental support for other City of South Bend properties (besides Areas A, B, and C) on an as-needed basis.

COMPENSATION

Estimated not-to-exceed costs during the remainder of calendar year 2015 and through 2016 for the above Scope of Work are \$30,000 and are based on previous general consulting expenditures and expectations of work for the stated time period. 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 1. 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 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 above, unless additional work is required as discussed below. The project will be billed on a four-week basis with payment due to Hull within thirty-five 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.

6397 Emerald Parkway, Suite 200, Dublin, Ohio 43016

800.241.7173 fax 614.793.9070 www.hullinc.com

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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, expressed 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.

Again, thank you for the opportunity to prepare this proposal. Hull will begin providing project services immediately upon the City's written authorization. All work will be conducted pursuant to Hull Contract # CNTRCT.300.2259. Please call me at (800) 241-7173 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug G. Stuart". The signature is fluid and cursive, with a long horizontal stroke at the end.

Douglas G. Stuart, CHMM
Senior Project Manager

cc: Hull File Copy

TABLE



2015 BILLING RATE SCHEDULE

TABLE 1



MANAGEMENT STAFF

Principal.....	\$180
Senior Project Manager	\$150
Project Manager.....	\$125
Government & Community Relations.....	\$110

SCIENTIST

Senior Scientist.....	\$140
Project Scientist.....	\$110
Scientist 2	\$90
Scientist 1	\$75

ENGINEER

Senior Engineer	\$140
Project Engineer	\$110
Engineer 2	\$95
Engineer 1	\$80
Senior Designer.....	\$90
Designer	\$75

SUPPORT STAFF

Senior GIS Specialist.....	\$100
GIS Specialist	\$75
Senior Technician.....	\$70
Technician 2	\$60
Technician 1	\$50
Project Administrative Assistant.....	\$50

HYDROGEOLOGIST

Senior Hydrogeologist.....	\$140
Project Hydrogeologist.....	\$110
Hydrogeologist 2.....	\$90
Hydrogeologist 1.....	\$75



NOTES:

- Hourly billing 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.
- If personal vehicles are utilized, travel mileage is billed at the federal mileage reimbursement rate. If company-owned vehicles are utilized, rental rates of \$120/day, \$350/week, or \$1,000/month are used in lieu of travel mileage. If rental vehicles are utilized, the actual cost of the rental and gasoline will be billed directly with no mark-up.
- 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.
- Project reimbursable expenses such as reproduction by vendors, overnight shipping, meals, and lodging associated with travel or extended field activities, etc. are billed directly with no mark-up.
- Field equipment rented from outside vendors is billed directly with no mark-up. Field equipment owned by Hull, including individual equipment items or groupings of equipment such as sampling kits, are billed at competitive market-equivalent rates for daily or weekly rental.
- Subcontractors' fees are billed to the Client at a rate equal to the subcontractor fee multiplied by 1.10 to recover Hull's contractual liability risk and associated operational expense.
- Higher hourly billing rates may be charged for certain services on a project-specific basis with approval from the Client (e.g., expert witness services, rapid response consulting).