

EXHIBIT A

City of San Leandro Residential Sound Insulation Program Phase III Scope of Work		C. Kell-Smith & Associates, Inc.				
		Principal In Charge	Project Manager	Asst. PM	Project Coordinator	Fees
Project Start-Up (PSU)		\$230	\$144	\$105	\$90	
	Review with City staff of past Policies and Procedures	2	0	0	0	\$460.00
	Determine Phase III P & P	2	0	0	0	\$460.00
	Plan budget of X number of homes	2	0	0	0	\$460.00
	Determine Qualifying Addresses		3			\$432.00
	Kick off meeting with team		2		2	\$468.00
	hrs	6	5	0	2	
	Subtotal - Fees	\$1,380.00	\$720.00	\$0.00	\$180.00	\$2,280.00
Homeowner Selection Process (HSP)						
	Mail invitations for information meeting with qualified participants	0.5	1	0	16	\$1,669.00
	Prepare Informational Packets	0.5	4	0	0	\$691.00
	Develop Participation Database	0.5	8	0	0	\$1,267.00
	Prepare Legal Agreements	0.5	8	0	2	\$1,447.00
	Order Title Search	0	0.5	0	8	\$792.00
		0	0	0	0	\$0.00
	hrs	2	21.5	0	26	
	Subtotal - Fees	\$460.00	\$3,096.00	\$0.00	\$2,340.00	\$5,896.00
Pre-Design Process (PDP) & Scheduling (S)						
	Schedule Architectural visits	0.5	0	0	4	475
	Schedule Hazmat samplings	0.5	0	0	4	475
	hrs	1	0	0	8	
	Subtotal - Fees	\$230.00	\$0.00	\$0.00	\$720.00	\$950.00
Plans and Specifications (P&S)						
	Review draft 90% documents and cost estimates	0.5	8	0	0	\$1,267
	Schedule and review SOW with H/Os	1	8	0	8	\$2,102
	Review any SOW changes with City	0	3	0	0	\$432
	hrs	1.5	19	0	8	
	Subtotal - Fees	\$345.00	\$2,736.00	\$0.00	\$720.00	\$3,801.00
Construction						
	Prepare and Attend pre-bid meeting	1	3	0	3	\$932.00
	Attend bid opening	1	3	0	0	\$662.00
	Prepare and Attend pre-construction meeting	1	3	0	3	\$932.00
	Schedule construction	0.5	0	0	40	\$3,715.00
	Schedule Inspections, substantial and finals	0	2	0	40	\$3,888
	hrs	3.5	11	0	86	
	Subtotal - Fees	\$805.00	\$1,584.00	0	\$7,740	10,129.00
General Tasks (GT)						
	General oversight	20	80	0	40	\$19,720
	Update Database	0	5	0	40	\$4,320
	Follow up on warranty issues and homeowners' inquiries	0	8	0	16	\$2,592
		0	0	0	0	\$0
	hrs	20	93	0	96	
	Subtotal - Fees	\$4,600.00	\$13,392.00	\$0.00	\$8,640.00	\$26,632.00
Total Professional Fees		\$7,820.00	\$21,528.00	\$0.00	\$20,340.00	\$49,688.00
Reimbursables						
	Printing and other Reproductions					\$500.00
	First Class / Priority Mail and Delivery Services: Actual Expense Incurred					\$200.00
	Chicago Title Search					\$800.00
	Notary					\$165.00
	10% mark-up on subs					\$17,421.00
	Total Reimbursables					\$19,086.00
	TOTAL	\$7,820.00	\$21,528.00	\$0.00	\$20,340.00	\$68,774.00

City of San Leandro Residential Sound Insulation Davis West Neighborhood SOW	The Jones Payne Group, Inc.					
Task	Principal-In-Charge	Project Architect	Project / Construction Manager	Job Captain	Drafter	Total
	Bill Rate	\$260.00	\$170.00	\$140.00	\$140.00	\$130.00
Project Start-Up						
Review with staff past procedures and policies, modify as necessary	1.00	0.00	2.00	0.00	0.00	3.00
Determine selection of properties	0.00	0.00	0.00	0.00	0.00	0.00
Budget for x number of homes	0.00	0.00	2.00	0.00	0.00	2.00
<i>Project Start-Up Subtotal</i>	\$260.00	\$0.00	\$1,040.00	\$0.00	\$0.00	\$1,300.00
Homeowner Selection Process						
Prepare and Mail Invitations to qualified participants	0.00	0.00	0.00	0.00	0.00	0.00
Prepare Informational Packet	0.00	0.00	2.00	0.00	0.00	2.00
Develop participant data base	0.00	0.00	0.00	0.00	0.00	0.00
Prepare Legal Documents	0.00	0.00	0.00	0.00	0.00	0.00
Title Search	0.00	0.00	0.00	0.00	0.00	0.00
County Assessors Records Research	0.00	0.00	0.00	0.00	0.00	0.00
<i>Homeowner Selection Process Subtotal</i>	\$0.00	\$0.00	\$520.00	\$0.00	\$0.00	\$520.00
Pre-Design Process						
Kick off Meeting with the Team.	1.00	1.00	1.00	0.00	0.00	3.00
Meet with San Leandro Building Department	0.00	0.00	4.00	0.00	0.00	4.00
Prepare memo summarizing building department's feedback	0.00	1.00	3.00	0.00	0.00	4.00
Review code memo with client	0.00	0.00	1.00	0.00	0.00	1.00
Schedule and conduct architectural assessments	0.00	0.00	24.00	0.00	24.00	48.00
Schedule and conduct Hazmat Surveys	0.00	0.00	0.00	0.00	0.00	0.00
Analysis of Hazmat Final Report	0.00	0.00	0.00	0.00	0.00	0.00
Prepare Existing Conditions Report with schematic floor plans & proposed treatments.	1.00	2.00	8.00	12.00	64.00	87.00
Review existing condition reports with client	0.00	0.00	3.00	0.00	0.00	3.00
Revise existing condition report per client comments	0.00	0.00	4.00	0.00	0.00	4.00
<i>Pre-Design Process Subtotal</i>	\$520.00	\$1,040.00	\$12,480.00	\$3,120.00	\$22,880.00	\$38,220.00
Plans and Specifications						
Customize and Update Project Specifications	0.00	4.00	4.00	24.00	0.00	32.00
Coordinate Title 24 compliance	0.00	4.00	2.00	16.00	0.00	22.00
Coordinate Division 00 & 01 specifications with City	1.00	2.00	8.00	4.00	0.00	15.00
Prepare draft 90% documents and cost estimates	1.00	8.00	8.00	16.00	24.00	57.00
Review 90% documents and cost estimates with San Leandro	1.00	1.00	1.00	0.00	0.00	3.00
Revise 90% documents and cost estimates as necessary	0.00	2.00	2.00	4.00	8.00	16.00
Review scope of work per revised 90% documents with owners	0.00	0.00	12.00	0.00	0.00	12.00
Owner sign-off on plans and execute Agreements	0.00	0.00	0.00	0.00	0.00	0.00
Review owner changes with San Leandro	0.00	0.00	2.00	0.00	0.00	2.00
Prepare & submit 100% contract documents & cost estimates to client.	0.00	2.00	4.00	8.00	8.00	22.00
Prepare bid package	0.00	1.00	4.00	12.00	0.00	17.00
<i>Plans and Specifications Subtotal</i>	\$780.00	\$6,240.00	\$12,220.00	\$21,840.00	\$10,400.00	\$51,480.00
Bid & Award and Contractor Selection						
Prepare documents for Advertising Bids	0.00	0.00	2.00	0.00	0.00	2.00
Participate in Pre-Bid Meeting	0.00	0.00	4.00	0.00	0.00	4.00
Participate in Bid-Opening	0.00	0.00	4.00	0.00	0.00	4.00
Check Contractor's References	0.00	0.00	4.00	0.00	0.00	4.00
Recommend contractor for Award	0.00	0.00	1.00	0.00	0.00	1.00
City Council Award	0.00	0.00	0.00	0.00	0.00	0.00
Issue Notice of Award	0.00	0.00	0.00	0.00	0.00	0.00
Execute construction contractor's contract	0.00	0.00	0.00	0.00	0.00	0.00
Issue Notice to Proceed	0.00	0.00	0.00	0.00	0.00	0.00
<i>Bid Process and Contractor Selection Subtotal</i>	\$0.00	\$0.00	\$3,900.00	\$0.00	\$0.00	\$3,900.00
Pre-Construction Process						
Prepare and Participate in Pre-Construction Meeting	0.00	0.00	3.00	0.00	0.00	3.00
Review submittals and shopdrawings	0.00	2.00	12.00	0.00	0.00	14.00
Review Contractor's Schedule of Values	0.00	0.00	2.00	0.00	0.00	2.00
Review Contractor's Haz-Mat Plan	0.00	0.00	2.00	0.00	0.00	2.00
Review Contractor's Schedule	0.00	0.00	2.00	0.00	0.00	2.00
Warehouse Materials Inspection	0.00	0.00	16.00	0.00	0.00	16.00
Schedule and attend contractor's verification of measurements	0.00	0.00	24.00	0.00	0.00	24.00
Respond to RFIs	0.00	0.00	8.00	0.00	0.00	8.00
Request Cost Proposals	0.00	0.00	1.00	0.00	0.00	1.00
Review cost proposals	0.00	0.00	2.00	0.00	0.00	2.00
<i>Pre-Construction Subtotal</i>	\$0.00	\$520.00	\$18,720.00	\$0.00	\$0.00	\$19,240.00
Construction						
Schedule Construction	0.00	0.00	0.00	0.00	0.00	0.00
Attend weekly construction meetings	0.00	0.00	18.00	0.00	0.00	18.00
Monitor Contractor's Schedule	0.00	0.00	4.00	0.00	0.00	4.00
Conduct Periodic Inspections for Haz Mat	0.00	0.00	0.00	0.00	0.00	0.00
Respond to RFIs	0.00	0.00	6.00	0.00	0.00	6.00
Review Cost Proposals and recommend to client	0.00	0.00	4.00	0.00	0.00	4.00
Prepare weekly progress reports	0.00	0.00	12.00	0.00	0.00	12.00
Respond to questions from client	0.00	0.00	4.00	0.00	0.00	4.00
Review Weekly Certified Payroll Records	0.00	0.00	4.00	0.00	0.00	4.00
Review Progress Payment Requests	0.00	0.00	4.00	0.00	0.00	4.00
Prepare and Review Close-Out Documents	0.00	0.00	16.00	0.00	0.00	16.00
<i>Construction Subtotal</i>	\$0.00	\$0.00	\$18,720.00	\$0.00	\$0.00	\$18,720.00
Project Completion						
Review and submit to San Leandro Contractor's As-Builts	0.00	0.00	2.00	0.00	0.00	2.00
Review and Submit Warranty and Maintenance Bonds	0.00	0.00	2.00	0.00	0.00	2.00
Review and Approve Property Owner Warranty Packets	0.00	0.00	4.00	0.00	0.00	4.00
Record legal agreements with County Recorder's office	0.00	0.00	0.00	0.00	0.00	0.00
Prepare and Issue Notice of Completion	0.00	0.00	4.00	0.00	0.00	4.00
Prepare/conduct post-project review meeting	1.00	0.00	3.00	0.00	0.00	4.00
Prepare and submit cost out documents to San Leandro	0.00	0.00	4.00	0.00	0.00	4.00
Prepare post-project report	1.00	0.00	6.00	0.00	0.00	7.00
<i>Project Completion Subtotal</i>	\$520.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$7,020.00
Ongoing Project Tasks						
General Project Oversight	4.00	8.00	24.00	0.00	0.00	36.00
Project coordination with team and City	4.00	8.00	24.00	0.00	0.00	36.00
Project scheduling - visits, meetings, construction activity, etc.	0.00	0.00	0.00	0.00	0.00	0.00
Follow Up Warranty Phone Calls / Issues	0.00	0.00	12.00	0.00	0.00	12.00
Develop and Update Project Schedule	0.00	0.00	4.00	0.00	0.00	4.00
Edit Master Data Base	0.00	0.00	0.00	0.00	0.00	0.00
<i>Ongoing Project Tasks Subtotal</i>	\$2,080.00	\$4,160.00	\$16,640.00	\$0.00	\$0.00	\$22,880.00
Total Professional Fees	\$3,640.00	\$11,960.00	\$84,240.00	\$24,960.00	\$33,280.00	\$156,260.00
Prime Consultant's Mark-up (10%)	\$ 15,808.00					
Reimbursable Expenses						
Printing and other Reproductions						\$ 400.00
First Class / Priority Mail and Delivery Services: Actual Expense Incurred						
Standard Government Mileage Rates			\$ 800.00	\$ -		
Lodging, Airfare, Rental car	\$ -	\$ 880.00	\$ -	\$ -	\$ 1,840.00	
Notary						
Test Sampling / Abatement Plans						
	\$ -	\$ 880.00	\$ 800.00	\$ -	\$ 1,840.00	\$ 3,520.00
Totals - Fees, Mark-up & Reimb. Exp.	\$ 19,448.00	\$ 12,840.00	\$ 85,040.00			\$ 159,780.00

November 21, 2018

PROHA3203 / C4658

To: Ms. Carla Kell-Smith
C. Kell-Smith and Associates
1250 Bayhill Drive, Suite 370
San Bruno, CA 94066

mgarg@tcco.co
Phone: 510-926-9101

From: Wilson Wong
Forensic Analytical Consulting Services
21228 Cabot Boulevard
Hayward, CA 94545

wwong@forensicanalytical.com
Phone: 510-266-4600

**Subject: Proposal for Asbestos & Lead Survey
8 Homes in San Leandro, California**

Dear Ms. Kell-Smith:

Forensic Analytical Consulting Services, Inc. (FACS) is pleased to present this proposal for the above referenced project, which consists of 8 homes in San Leandro, California (project buildings) in support of the noise insulation project.

Client Objective(s)

Based on our correspondences, the following summarizes our understanding of your objectives:

- To identify asbestos- and lead-containing materials in the project buildings in support of the noise insulation project
- Comply with regulatory requirements

Scope of Work

Subject to the attached terms and conditions, rates and the other provisions of this proposal, FACS will provide the following services:

FACS will:

- Perform an asbestos and lead survey of the 8 project buildings (buildings to be identified later)
- The survey will be performed by a California Certified Lead Inspector/Sampling Technician, and Asbestos Consultant/ Site Surveillance Technician, and will meet the requirements of local Air Quality Management District
- Submit samples to accredited laboratories for analysis. Asbestos samples will be analyzed by Polarized Light Microscopy (PLM), lead samples by Atomic Absorption Spectrometry (FlameAA), and PCB samples by EPA Method 8082A. All samples will be submitted for standard (5 to 7 days) turnaround
- Prepare a written summary report with the findings of the survey
- Attend a project kick-off meeting

- Prepare specifications for the removal of asbestos- and lead-containing materials identified in the survey
- Review the submittals by the abatement contractor

Cost

The following table shows the total fee for the above proposed services, broken down by each address.

<u>Task</u>	<u>Rate/Unit</u>	<u>Unit</u>	<u>Total</u>
Asbestos & Lead Survey	\$ 11,400.00	1 Ea.	\$11,400.00
Kick-Off Meeting	\$ 950.00	1 Ea.	\$950.00
Asbestos & Lead Specifications	\$ 2,500.00	2 Ea.	\$5,000.00
Submittals Review	\$ 600.00	1 Ea.	\$600.00
Total Project Lump Sum Fees			\$17,950.00

Services performed for the project will be in accordance with the attached Terms and Conditions.

Limitations

The proposed scope of work is based on initial information provided to FACS and on FACS' judgment and experience and the standard of practice for professional service. The findings will be subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation will be limited to the defined scope and will not purport to set forth all hazards, nor indicate that other hazards do not exist.

Please contact our office if you have any questions regarding the information provided (510-266-4600). If this proposal is acceptable, please issue and send a purchase order / contract to my attention. Thank you again for your time and consideration.

Best Regards,



Wilson Wong
Program Manager, CAC # 92-0791

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GENERAL TERMS AND CONDITIONS

ALL ORDERS FOR GOODS AND/OR SERVICES SET FORTH IN FORENSIC ANALYTICAL CONSULTING SERVICES, INC.'S SCOPE OF WORK (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL CONSULTING SERVICES, INC. (THE "SELLER") AND THE BUYER (THE "BUYER").

- 1. TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services or the sale of goods by the Seller are set forth herein. The Contract contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services or goods, except as specifically set forth herein. No waiver by the Seller of any default shall be deemed a waiver of any subsequent default. Failure of the Seller to object to provisions contained in any order or other communication from the Buyer shall not be construed as a waiver of any right or remedy of the Seller hereunder, nor an acceptance of any such provisions.
- 2. INDEMNIFICATION.** The Buyer agrees to defend, indemnify and hold the Seller harmless from any claim or liability for injury or loss, including all attorney fees and related costs arising in whole or in part from the negligent act or omission, and/or strict liability of the Buyer or Anyone directly employed by the Buyer. The Seller does not guarantee the completion of performance of contracts by third parties, nor is it responsible for their acts or omissions, nor for the safety of any workplace other than the Seller's premises. The Seller agrees to defend, indemnify, and hold the Buyer harmless from any claim or liability for injury or loss, services provided by the Seller to the extent such liability arises out of the Seller's willful misconduct or negligent performance of the service.
- 3. COMPENSATION.** Unless stated otherwise in a Letter of Agreement between the Seller and the Buyer, the compensation for services will be billed in accordance with the agreed upon rates, subject to change upon notification. Time spent in traveling, when in the interest of the project, will be charged to the Buyer. Reimbursable expenses will be charged at cost plus 15%.
- 4. PAYMENT TERMS.** Payment terms are net 15 days unless special written arrangements have been made. The Seller may, at any time, suspend performance of any service, withhold written reports or require payment in cash, security or other adequate assurance satisfactory to the Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. The Seller reserves the right to assess late charges on accounts past due at a rate of 18% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Buyer.
- 5. TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by the Buyer. In the event the Seller is required to pay any such tax, the Buyer shall reimburse the Seller therefore on demand. In lieu of such payment, the Buyer shall provide the Seller at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.
- 6. CREDIT.** This contract is given and accepted subject to the Seller's approval of the Buyer's credit, determinable at any time and from time to time by the Seller in its sole judgment, affecting the whole or any unfulfilled portion of this contract.
- 7. LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in effect and enforced.
- 8. MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by duly authorized representative of the Seller and the Buyer.
- 9. AGREEMENT OF BUYER.** I understand the foregoing General Conditions and Compensation and agree to abide by all herein.