

# **EXHIBIT A**

## **SCOPE OF PHASE II SERVICES CONSTRUCTION OF SOIL STABILITY IMPROVEMENTS FOR THE SCENIC DRIVE LANDSLIDE IN THE LA HONDA AREA, SAN MATEO COUNTY**

Soil Engineering Construction, hereinafter known as S.E.C., will perform the construction of the slide correction work illustrated on the plans titled, "Improvement Plans for La Honda Slide Area," Exhibit A-1 for a lump sum fee of \$4,100,000.00. S.E.C. will complete the construction work based on the design analysis and construction drawings prepared by S.E.C.

### **DESCRIPTION OF WORK**

The work to be done consists, in general, of construction of shear keys, installation of caisson shear pin retaining structures, installation of tie-back supported retaining structures, the installation of subdrains and/or drainage blankets, and the installation of engineered fill, final finish grading work, including rough grading of lower Scenic Drive, water pollution control, temporary erosion control, as well as such other items and details not mentioned above but required to completely define the work on the Plans and Specifications. The Plans and Specifications prepared by S.E.C. are subject to the approval by the County of San Mateo in accordance with this agreement.

### **AREAS OF WORK AND REPAIRS EXCLUDED FROM THE CONSTRUCTION CONTRACT.**

Surveying, geotechnical and geological study as well as review by the County and their consultants. The construction of any work associated with the reconstruction of upper and lower Scenic Drive, Recreation Drive and Escondido Drive. Similarly, the construction of a surface and subsurface outlet system for the project from Canada Vista to La Honda Creek is excluded.

### **COMPENSATION**

Payment to the Contractor totaling \$4,100,000 shall be made progressively, as shown in Exhibit B of this Agreement, by the County for the construction work furnished under this agreement. The Contract price is based on the complete cooperation of impacted property owners for right of entry, construction of improvements, and installation of tie-back anchors. If portions of the work are delayed until the next construction "dry" season, it will be necessary to adjust the price of the delayed work to reflect any inflationary impacts. Adjustments shall be based on the year to year percent change in the Consumer Price Index (CPI-U) for the San Francisco, Oakland, San Jose, California region from January to December.

## SUPPLEMENTAL AVAILABILITY OF FUNDS PROVISION

For the purposes of this Agreement as described in Section 5. Availability of Funds, the term “County funds” shall include funding from the assessments levied through the La Honda Landslide Assessment District. A legal challenge to the formation of said District or a legal challenge to the collection of the assessments established pursuant to the formation of said District, shall be deemed to be sufficient cause for the County to determine that said “County funds” are not available.

## CONDITIONS

It is contemplated that this work is done as an emergency repair. It is anticipated that the construction may proceed in stages. It may be necessary to call for modifications of the repair in the field. It is anticipated that the final plans and specifications may be “as built” plans and specifications completed after construction has occurred. All plans and specifications will be provided to the County for review, with all review and commentary to be completed within 14 days of submission of the plans. Since time is of the essence, should it be necessary to modify repairs during the course of construction, such modifications will be decided in the field by the Contractor with notice and subject to approval of the respective Engineering or Building Department representative of the County.

The Contractor will schedule weekly meetings during the course of construction with the County. The Contractor and designated County representative will be available on an as needed basis for special meetings if required.

In case of conflict between the project drawings and Special Provisions, the Standard Plans and Standard Specifications, the approved project drawings and Special Provisions shall govern.

Progress Schedule. A progress schedule will be provided by Contractor at the pre-construction meeting. An updated progress schedule will be provided at each weekly meeting.

Contractor’s Working Area. The Contractor and County will work in locating an appropriate lay down area and a working area for construction and administrative activities in connection with the project.

## PHASED COMPLETION BREAKDOWN

The phases of the work to be completed by the Contractor shall be based on the following schedule:

- 1a. On site mobilization with crew, equipment and material.
- 1b. Layout and prepare for construction activities.

- 1c. Construct grade beams and tie-back wall along upper Scenic Drive.
- 1d. Construct subsurface drain trench with relief holes.
- 2a. Construct lower Scenic Drive caisson wall.
- 2b. Construct Recreation Drive caisson wall.
- 3a. Rough grading of lower Scenic Drive.
- 3b. Finish grade for surface drain improvements.

It is anticipated that authorization to proceed with each portion of the work is likely to be issued in phases with compensation for each separate phase to be based on the payment schedule found in Exhibit B.