



**ILS ASSOCIATES, INC.**  
**CIVIL ENGINEERING AND LAND SURVEYING**

79 GALLI DRIVE, SUITE A NOVATO, CA 94949-5717 (415) 883-9200 FAX (415) 883-2763 www.ilscels.com

**WORK ORDER AND AGREEMENT**

E-ME 11 NO:

**CLIENT:** Muir Beach Community Services District  
 16 Mill Avenue, Suite 203  
 Mill Valley, CA 94941  
  
 (415) 383-7102  
 Leighton.hills@muirbeachcsd.com

**OWNER:** Same

**LOCATION OF WORK:** Sunset Way/Cove Lane, Muir Beach  
 Ref Job No. 8141

**SCOPE OF WORK:** See Attachment to Work Order and Agreement Dated May 13, 2014

**ESTIMATED COMPLETION DATE:** See Attachment to Work Order and Agreement Dated May 13, 2014  
**FIXED FEE:** See Attachment to Work Order and Agreement Dated May 13, 2014

**Charges for extra work and reimbursables will be made in accordance with the following charge and fee schedule.**

In the absence of specific arrangements to the contrary, monthly invoices are submitted. Said Invoices are due and payable when rendered. If, after a period of thirty days, said invoice remains unpaid, a Service Charge will be added at the rate of 1% per month (Annual Percentage Rate 12%) from the date of invoice until paid. If suit or action must be instituted to collect any sum due, owing and unpaid, client shall be also liable for such sums as the Court may adjudge reasonable for attorney's fees and/or other costs involved in said suit or action. It is expressly agreed and understood that venue for such suit or action shall be at the discretion of ILS Associates, Inc. in a Court of competent jurisdiction located within the County of Marin, State of California. ILS Associates, Inc. may, at its option, withhold delivery of any or all maps, plans, specifications, reports or other data pending receipt of payment for all services rendered.

ILS Associates, Inc. Reserves its lien and/or stop notice rights in addition to all other legal remedies provided for herein or otherwise provided for by law.

This agreement shall be deemed entered into when it is received at the offices of ILS Associates, Inc., duly signed by client. The parties hereto acknowledge that they have read and fully understand the matters on the reverse side hereof, that said matters are a part hereof and, that said matters are agreed to by the parties hereto.

ILS ASSOCIATES, INC.

AUTHORIZED *Muir Beach CSB*

By:   
 Irving L. Schwartz, R.C.E. 18221

By: *Justin Allen, Distr. Mgr*

Date: May 13, 2014

Date: 5/16/14

Please see Page 2 for Additional Information  
 Revised 5-20-09

**PERSONNEL CHARGES:**

Principal . . . . .	\$200.00 per hour	Drafter/Technician . . . . .	\$112.00 per hour
Senior Civil Engineer / Senior Land Surveyor . . . . .	\$180.00 per hour	Survey Crew (2-persons). . . . .	\$236.00 per hour
Civil Engineer/Land Surveyor/Wastewater Designer . . . . .	\$160.00 per hour	GPS Survey Crew (2-persons) . . . . .	\$316.00 per hour
Senior Drafter / Technician . . . . .	\$132.00 per hour	GPS Surveyor (1-person). . . . .	\$210.00 per hour
Travel time to and from job site is charged in accordance with above schedule. hour		Technical Writer . . . . .	\$68.00 per
Court Appearance or Deposition . . . . . \$350.00 per hour (2 hours per day minimum).			
Expert Witness Preparation . . . . . \$ 260.00 per hour			
Requested work outside of normal business hours . . . . . One and one half (1½) times the above hourly rates (2 hours minimum)			

Personnel charges are subject to change after January 1, 2013.

**MISCELLANEOUS CHARGES:**

Special or outside services are charged at cost plus 15 percent. Extra printing of work already completed is charged on a time and expense basis.  
Minimum charge: \$10.00.

**FEES:**

In the absence of specific arrangements to the contrary, the client shall pay the cost of outside professional services including soils engineering and/or testing, aerial mapping, checking and inspection fees, application and permit fees, bond premiums, and title company charges.

**SCOPE OF SERVICES:**

ILS Associates, Inc. makes no warranty, either express or implied, as to its findings, recommendations, specifications, or professional advice, except that the same will be promulgated after being prepared in accordance with generally accepted engineering and/or surveying practice and under the direction of a registered professional engineer and/or licensed land surveyor.

ILS Associates, Inc. will diligently proceed with the work as contracted and will submit such maps, plans, specifications or reports in a timely manner, but it is expressly agreed and understood that ILS Associates, Inc. shall not be held responsible for delays occasioned by factors beyond its control, nor by factors which could not have been reasonably foreseen at the time of the execution of this agreement.

The client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this agreement.

In the event that the client requests termination of the work prior to completion, ILS Associates, Inc. reserves the right to complete such analyses and records as may be necessary to place our files in order and, where considered necessary to protect our professional reputation, and/or to file for public record any map or survey based on work performed to date. A charge to cover the cost thereof in an amount not to exceed 10% of all charges to date of termination may be made at its discretion.

In the event that the client fails to pay ILS Associates, Inc. promptly, or within 45 days after invoices are rendered, ILS Associates, Inc. reserves the right to stop work as contracted and not resume work until all outstanding sums are paid.

All original tracings, survey notes, calculations and other original documents as instruments of service are and shall remain the property of ILS Associates, Inc. except where by law or precedent these documents become public property.

**LIMITATIONS ON LIABILITY:**

ILS Associates, Inc. makes no representation regarding soil conditions unless specifically included in this agreement and is not responsible for any liability that may arise out of the making or failure to make soil surveys or sub-surface soil tests, or general soil testing.

The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job-site conditions during the course of construction of the project, including safety of all persons and property; and that this requirement shall be made to apply continuously and not be limited to normal working hours.

The client further agrees to defend, indemnify and hold ILS Associates, Inc., its employees and subconsultants harmless from any and all claims, judgements and liabilities, real or alleged, in connection with the performance of work by any person or entity on client's project excepting liability having no other cause than the sole negligence of ILS Associates, Inc.

The client further agrees and understands that in no event shall ILS Associates, Inc.'s, its employees' or subconsultants' liability to the client and to all contractors, sub-contractors, agents and employees of client on the project be greater than the fees paid to ILS Associates, Inc. for services rendered in connection with client's project and client expressly agrees to said limitation of liability and that said limitation shall apply regardless of whether the alleged negligence of ILS Associates, Inc. is deemed to be active, passive or gross.



**ILS ASSOCIATES, INC.**  
CIVIL ENGINEERING AND LAND SURVEYING

May 13, 2014

Muir Beach Community Services District  
16 Miller Avenue, Suite 203  
Mill Valley, CA 94941  
Attn: Leighton Hills, District Manager

Re: Design of new water main, Re-paving of Sunset Way and Cove Lane and design of new storm drain culvert.

Dear Leighton:

ILS Associates, Inc. (ILS) is pleased to submit this proposal to provide civil engineering services for the Muir Beach Community Services District (MBCSD) in Muir Beach, California. The following proposal defines our team, scope, schedule, deliverables, clarifications and fee.

TEAM

Overall management of the project will be performed by Mr. Irving Schwartz, CE, President.

Engineering will be led by Mr. Michael Evans, CE, Principal.

SCOPE

1. ILS will provide design for a new 6" water main, to be located in Sunset Way, approximately 2,800 feet in length. New water services will be designed to the meter at each residence. MBCSD will provide ILS with available existing underground utility documents. An underground utility survey will not be performed by ILS. ILS will provide design for the replacement of the pavement section for Sunset Way extending to the bottom end of Sunset Way including a fire department turn-around. Design of the pavement replacement will include areas of drainage improvements such as re-sloping and addition of concrete ditches. Additional parking areas will be designed where possible. New turnouts will be designed along Cove Lane where possible. A storm drain culvert will be designed near the bottom of Cove Lane to either replace or line the existing deteriorated culvert.

## SCHEDULE

ILS will complete the scope of work within eight (8) weeks of receipt of a signed contract.

## DELIVERABLES

The design drawings will be prepared in AutoCAD format. Bid documents and technical specifications will be prepared as a WORD document.

## CLARIFICATIONS

1. MBCSD is providing topographic mapping of the area of work in an acceptable AutoCAD format.
2. An underground utility survey will not be performed by ILS but can be added for an additional fee.
3. We anticipate no permits required for this Scope of Work.
4. Construction staking may be performed for an additional fee.
5. Bid support can be added for an additional fee.

## FEE

ILS will perform the services described in the scope section of this proposal for the fixed fees as follows:

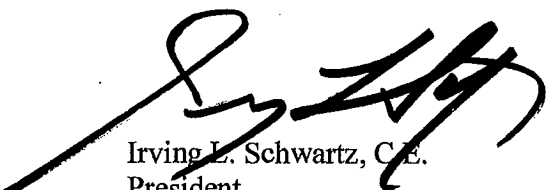
Sunset Way	\$44,800.00
Add for Cove Lane	\$7,400.00

These fees are good through December 31, 2014.

Reimbursable expenses such as plan reproduction will be charged at cost plus 15%. Extra work, if requested, will be billed at our standard hourly rates.

If you have any questions or desire additional information regarding this proposal, please feel free to contact Michael Evans at [mevans@ilscels.com](mailto:mevans@ilscels.com) or (415) 883-9200, extension 125 or the undersigned at [ilschwartz@ilscels.com](mailto:ilschwartz@ilscels.com) or (415) 883-9200, extension 117.

Sincerely,  
ILS Associates, Inc.



Irving L. Schwartz, C.E.  
President

ILS ASSOCIATES, INC.  
CIVIL ENGINEERING AND LAND SURVEYING