



**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

**SUPPLEMENTAL  
 WORK ORDER AND AGREEMENT  
 (REVISION 2)**

E-ME -11 JOB NO: 8874  
 SUPPLEMENT NO: 11

**CLIENT:** Muir Beach Community Services District  
 16 Mill Avenue, Suite 203  
 Mill Valley, CA 94941

**OWNER:** Same

**CONTACT:** Mary Halley  
 (415) 383-9969  
 mary@muirbeachcsd.com

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

**SCOPE OF WORK:**  
 1. Owner Requested Additions  
 2. Finalize Permit Documents

1. We will revise the ILS documents to reflect the following owner requested additions/deletions:
  - a. Delete the bulb at entry with Highway 1.
  - b. Delete re-configuration of sunset/cove intersection.
  - c. Delete Cove Lane improvements.
  - d. Revise Sunset Way turnaround per sketch provided by client.
  - e. Short walls will likely be required at Sunset turnaround.
  - f. Provide 11-foot wide road plus 2-foot wide concrete gutter along entire length of Sunset Way as appropriate.
  - g. Provide solution for drainage issue near 45 Sunset Way.
  - h. Provide pier and grade beam/wall solution for slumping road at 161 Sunset Way.
  - i. Relocate fire hydrant at 280 Sunset Way.

This fee includes three (3) site meetings.

2. We will finalize documents for permit submittal.

The following items can be included for an additional fee: bid support, construction administration, reviewing RFIs and submittals, construction staking, Stormwater Pollution Prevention Plan, if required, and any other related issues that may arise.

**ESTIMATED COMPLETION DATE:** 6 Weeks from Authorization      **ESTIMATED FEE:** 1. \$18,900.00  
2. \$5,400.00

*All applicable provisions of the Work Order and Agreement dated as authorized on 5-19-14 except as modified or amended herein shall apply to this Supplemental Work Order Agreement.*

ILS ASSOCIATES, INC.

AUTHORIZED

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

By: \_\_\_\_\_

Date: March 31, 2017

Date: \_\_\_\_\_

**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 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.