

A G R E E M E N T

John R. Byerly, Inc. hereinafter referred to as Geotechnical Engineer and the Client, hereinafter referred to as client.

Client agrees to retain the services of the Geotechnical Engineer in connection with the property described in the attached proposal letter; and Geotechnical Engineer agrees to the retention of its services by Client upon the following terms and conditions:

- (1) Geotechnical Engineer will render such services as are described in the proposal letter attached with this agreement, and such additional work as may be described in addendum proposal letters by the Geotechnical Engineer.
- (2) Client agrees to pay the Geotechnical Engineer for said services on a time consumption basis as shown on the attached Schedule of Fees.

TERMINATION

In the event that Client requests termination of the work prior to completion, Geotechnical Engineer reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and where considered necessary to protect his professional reputation, to complete a report of the work performed to date. Therefore, in addition to those charges incurred up to the date of termination, a termination charge to cover the cost of the additional necessary work performed after the request to terminate has been received shall be made, not to exceed 30% of all charges incurred to date of the stoppage of the work.

(A) TERMS OF PAYMENT

Geotechnical Engineer, after the end of each calendar month, or at completion of any phase of the work, shall submit to Client, in duplicate, an itemized bill for services rendered and costs incurred. Said bill shall be due and payable when rendered. If after a period of thirty (30) days, said bill remains unpaid, interest at the rate of 10% per annum will be paid by Client on all unpaid accounts from the date of the billing. Client agrees to pay court and reasonable attorney's fee should suit be commenced in court to collect any portion of the account.

(B) SCOPE OF SERVICES TO BE PERFORMED

- (1) **Scheduling:**
Work will be scheduled as soon as practicable and such scheduling will be contingent upon unavoidable delays in performance beyond the Geotechnical Engineer's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Geotechnical Engineer's work properly, or due to late or slow, or faulty performance by Client, contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance with the Geotechnical Engineer's work. The Geotechnical Engineer shall not be responsible for damage due to the aforementioned delays. In the event of occurrence of such delays, an unreasonable delay resulting from such cause, Client shall have the right to declare this contract terminated, thereby discharging both parties herein, as to any remaining obligations hereunder. In the event Client exercises its rights pursuant to this paragraph, Client shall notify the Geotechnical Engineer in writing of such act and agree to pay the Geotechnical Engineer, pursuant to the fees schedule, for all work and services actually performed by the Geotechnical Engineer, in accordance with the Termination Clause.
- (2) **Subcontracting:**
Normal subcontracting may be for drilling or other excavation equipment, but may also include the following: computer services; furnishing and driving test piling; special testing, e.g. agronomical, corrosion, x-ray; geological or other consulting services; and aerial surveys.

(C) GENERAL TERMS

- (1) **Project Understanding**
Client shall make available all information to the Geotechnical Engineer regarding existing and proposed conditions of the site. The information shall consist of, but not limited to, plot plan, locations of structures, building plans, grading plans, topographic data, previous soil data including borings, field or laboratory testing and written reports. Any changes in plans or additional information which might become available affecting the Geotechnical Engineer and noted by the Client or his agents shall be submitted to the Geotechnical Engineer as they become available. It will be the responsibility of the Client to notify the Geotechnical Engineer of any changes in the concept of the project. Where drawings, data and other information are provided to the Geotechnical Engineer, he will rely upon such information to the extent intended by the Client. Client agrees to indemnify and hold harmless the Geotechnical Engineer from injury or death of persons or damage to property as a result of such reliance.
- (2) **Safety**
Client agrees to provide a safe place for the Geotechnical Engineer's employees to perform their duties in furnishing the services provided for under this contract.
- (3) **Client's Existing Property**
As between Geotechnical Engineer and Client, the Client assumes responsibility for all loss or damage to Client's existing property caused by perils usually insured against under fire and extended coverage insurance, which includes coverage for explosions and agrees to and does hereby waive subrogation against the Geotechnical Engineer under any insurance which Client may carry.
- (4) **Claims**
In the event the Client makes a claim against the Geotechnical Engineer or at law or otherwise for any alleged error or omissions or other acts arising out of performance of the professional services, and the Client fails to prove such claims, the Client shall pay all costs and attorney's fees incurred by the Geotechnical Engineer in defending itself against the claim.
- (5) **Access to Site**
Client agrees to give or obtain permission and any permits necessary to allow the Geotechnical Engineer access to the site for all necessary equipment and personnel, at no charge to the Geotechnical Engineer.

(6) **Waiver of Contract Provisions**

None of the provisions of this contract shall be considered waived by the Geotechnical Engineer unless such waiver is given in writing by the Geotechnical Engineer. Any failure of the Geotechnical Engineer at any time to enforce or require the strict keeping and performance of any of the terms or conditions of this contract shall not constitute a waiver of such terms or conditions and shall not affect or impair such items or conditions in any way or the right of the Geotechnical Engineer at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

(7) **Conflicts**

Conflicts between specifications, drawings, data, codes, laws, ordinances, regulations, by-laws, and the like, applicable to the work must be resolved to the satisfaction of the Geotechnical Engineer. Client shall in writing notify the Geotechnical Engineer or his field superintendent of any conflict. The Geotechnical Engineer shall not work on the affected item or items until the conflict has been resolved.

(8) **Warranty**

The Client recognizes the inherent risk connected with construction. In performing their professional services, the Geotechnical Engineer will use the degree of care and skill ordinarily exercised under similar circumstances, by reputable members of their profession practicing in the same or similar localities. No other warranty, expressed or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

(9) **Ownership of Documents**

All reports, field exploration logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Geotechnical Engineer, as instruments of service, shall remain the property of the Geotechnical Engineer.

(10) **Limitation of Liability**

It is agreed that Client will limit any and all liability, claims for damages, costs of defense, or expenses to be levied against the Geotechnical Engineer on account of any design defects, errors or omissions of professional negligence to a sum not to exceed \$10,000.00 or the amount of their fee, whichever is greater. Client agrees to notify any contractors or subcontractors who may perform work in connection with any design, reports or studies prepared by Geotechnical Engineer of such limitation of liability for design, defects, errors, omissions or professional negligence and requires as a condition precedent to their performing the work a like limitation of liability on their part as against the Geotechnical Engineer. In the event Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions or professional negligence, any liability of the Client and the Geotechnical Engineer to such contracts or subcontracts arising out of an alleged defect, error or omission or professional negligence shall be allocated between the Client and the Geotechnical Engineer in such a manner that the aggregate liability for damages for such design defects to all parties, including the Client, shall not exceed \$10,000.00 or the amount of the Geotechnical Engineer's fee, whichever is greater.

(11) This contract contains all of the agreements of the parties and there are no other agreements, oral or written between the Client or the Geotechnical Engineer.

I have read and understand the above and hereby authorize the Geotechnical Engineer to proceed with the work in terms of this contract. I further acknowledge by my signature that I have power to act for client and to authorize this work.

JOHN R. BYERLY, INC.



By

JOHN R. BYERLY
President

By

Authorized Signature

Deputy Superintendent, Business Services

Print Name & Title

March 30, 2025

Date

April 23, 2025

Date



John R. Byerly
I N C O R P O R A T E D

SCHEDULE OF FEES

December 16, 2024

GEOTECHNICAL ENGINEERS • TESTING AND INSPECTION
2257 South Lilac Ave., Bloomington, CA 92316-2903
Bloomington (909) 877-1324 Riverside (909) 783-1910 Fax (909) 877-5210



John R. Byerly

INCORPORATED

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SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES**PROFESSIONAL PERSONNEL**

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Principal Engineer.....	Per Hr.	\$ 210.00	
Project Engineer	Per Hr.	185.00	
Project Geologist.....	Per Hr.	185.00	
Staff Engineer	Per Hr.	140.00	
Staff Geologist	Per Hr.	140.00	
Expert Witness Preparation	Per Hr.	250.00	
Expert Witness Testimony (at trial or deposition).....	Per Hr.	300.00	

FIELD PERSONNEL

Field Technician (including density testing).....	Per Hr.	105.00	135.00
Supervising Field Technician	Per Hr.	140.00	
Field Engineer.....	Per Hr.	140.00	
Field Exploration Equipment	Local Prevailing Rate + 20%		
Subsistence	Quotation		

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician	Per Hr.	\$ 95.00
Supervising Laboratory Technician.....	Per Hr.	110.00
Atterberg Limits		
Liquid Limit.....	Each	90.00
Plastic Limit.....	Each	100.00
Shrinkage Limit	Each	115.00
Plasticity Index	Each	190.00
California Bearing Ratio - CBR		
(at specified moisture content - does not include optimum		
moisture content and maximum dry density determination)		
	Each	500.00

<u>Geotechnical Laboratory Testing (continued)</u>		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Consolidation Testing (without time rate).....	Each	\$ 215.00	
Add one time rate.....	Each	105.00	
Corrosion Tests			
pH	Each	50.00	
Minimum Resistivity	Each	50.00	
Sulfate.....	Each	50.00	
Chloride.....	Each	50.00	
Redox Potential.....	Each	50.00	
Sulfide	Each	50.00	
Corrosion Series	Each	280.00	
Direct Shear Tests (3-point).....	Each	275.00	
Direct Shear Tests - Residual (per point).....	Point	150.00	
Expansion Index	Each	175.00	
Expansion Study (3 points remolded) (maximum density not included).....	Each	350.00	
Grain Size Analysis (Gradation)			
Sieve Analysis (including wash passing No. 200 sieve).....	Each	150.00	
Sieve Analysis Plus Hydrometer	Each	275.00	
% Passing No. 200 Sieve.....	Each	75.00	
Optimum Moisture and Maximum Dry Density			
Lab Max – (4-inch mold)	Each	205.00	
Lab Max – (6-inch mold)	Each	225.00	
Lab Max – California 216 Method	Each	225.00	
Organic Content.....	Each	70.00	
Moisture Content.....	Each	40.00	
Moisture/Density Determination – Tube Sample.....	Each	55.00	
"R" Value			
Untreated Material.....	Each	300.00	
Lime or Cement Treated Material.....	Each	350.00	
Sand Equivalent (average of 4).....	Each	135.00	

SPECIAL INSPECTION SERVICES**INSPECTION FEES**

		Regular Rate	Prevailing Wage Rate
Aggregate, Plant Sampling	Hour	\$ 105.00	\$ 135.00
Asphalt, Paving	Hour	105.00	135.00
Asphalt, Batch Plant	Hour	105.00	135.00
Commercial Building (Wood Framing, ICC)	Hour	105.00	135.00
Concrete, Batch Plant	Hour	105.00	-
Concrete, Placing	Hour	105.00	135.00
Concrete, Placing Pre-Stress	Hour	105.00	135.00
Concrete, Pre and Post-Tensioning	Hour	105.00	135.00
Drilled Piers or Piles	Hour	105.00	135.00
Driven Piles	Hour	105.00	135.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC)	Hour	110.00	135.00
Fireproofing	Hour	105.00	135.00
Ground Rod	Hour	115.00	150.00
Gunite, Placing	Hour	105.00	135.00
Hi-Tensile Bolting	Hour	105.00	135.00
Magnetic Particle Testing	Hour	140.00	170.00
Masonry Placing	Hour	105.00	135.00
Pachometer Meter Reinforcing Steel Locator	Hour	130.00	160.00
Pull Testing of Anchor Bolts/Dowels	Hour	130.00	160.00
Reinforcing Steel, Placing	Hour	105.00	135.00
Schmidt (Rebound) Hammer	Hour	130.00	160.00
Shop Welding Fabrication (AWS-CWI, AWS-ACWI and ICC)	Hour	110.00	-
Skidmore Testing	Hour	155.00	210.00
Special Inspector	Hour	105.00	135.00
Tag, Identify, and Sample Rebar	Hour	105.00	135.00
Identify Structural Steel	Hour	110.00	-
Torque Testing of Bolts and Anchors	Hour	130.00	160.00
Ultrasonic Testing	Hour	140.00	170.00
Witness Installation of Bolts and Anchors	Hour	110.00	135.00

MATERIALS TESTING SERVICES**AGGREGATE TEST**

Absorption	Each	\$ 50.00
Clay Lumps and Friable Particles	Each	85.00
Cleaness Value (Fine or Coarse)	Each	135.00
Decantation (No. 200)	Each	45.00
Deleterious Substances Determination	Each	125.00
Durability Test (Fine or Coarse) *	Each	175.00
Fineness Modulus (Including Sieve Analysis)	Each	140.00
Flat and Elongated Pieces (Per Size Fraction)	Each	115.00
Fractured Faces (Per Size Fraction)	Each	115.00
Light Weight Particles	Each	145.00

Aggregate Test (continued)

		Regular Rate	Prevailing Wage Rate
Los Angeles Rattler.....	Each	\$ 250.00	
Moisture	Each	40.00	
Organic Impurities.....	Each	65.00	
Percent Clay in Sands by Hydrometer	Each	195.00	
Percent Passing No. 200 Sieve	Each	75.00	
Percent Shale	Each	105.00	
Permeability of Granular Soil (ASTM D 2434).....	Each	250.00	
Potential Reactivity (Chemical Method)	Each	Quotation	
Sand Equivalent.....	Each	135.00	
Sieve Analysis (Fine or Coarse - Processed).....	Each	150.00	
Sieve Analysis (Pit Run).....	Each	160.00	
Soft Particles.....	Each	100.00	
Soundness of Sodium Sulfate (Fine or Coarse).....	Each	345.00	
Specific Gravity (Fine or Coarse).....	Each	85.00	
Voids	Each	75.00	
Weight Per Cubic Foot.....	Each	85.00	
Deposit Evaluation	Each	Quotation	

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Asphalt Paving Inspection.....	Hour	\$ 105.00	\$ 135.00
Plant Control during Operations.....	Hour	105.00	-
Coring with Diamond Bit (Includes Bit Charge).....	Hour	155.00	180.00
(Contractor to provide access)			
Density of Cores	Each	55.00	
Film Stripping.....	Each	90.00	
Los Angeles Rattler.....	Each	250.00	
Laboratory Standard Density (Marshall)	Each	215.00	
Laboratory Standard Density (Hveem).....	Each	215.00	
Moisture Vapor Susceptibility.....		Quotation	
Mix Design-Asphalt.....		Quotation	
Mix Design Studies (Marshall or Hveem).....		Quotation	
Pavement Evaluation		Quotation	
Plant Sample - % Asphalt, Ignition Oven	Each	155.00	
Plant Sample - % Asphalt and Gradation, Ignition Oven.....	Each	250.00	
Ignition Oven Aggregate Correction.....	Each	190.00	
Sand Equivalent.....	Each	135.00	
Sieve Analysis.....	Each	150.00	
Soundness Test (Sodium Sulfate) (Fine or Coarse)	Each	345.00	
Stability Test - "S" Value (Hveem Method).....	Each	260.00	
Stability Test (Marshall Method - Set of 3)	Each	260.00	
Theoretical Maximum Specific Gravity (Rice)	Each	160.00	
Thickness of Pavement.....	Each	25.00	

CONCRETE

		Regular Rate	Prevailing Wage Rate
Absorption – Concrete Pipe or Tile (ASTM C497)	Each	\$ 40.00	
Batch Plant Inspection	Hour	105.00	
Concrete Field Technician	Hour	105.00	135.00
Concrete Placing Inspection	Hour	105.00	135.00
Coring (Includes Bit Charge)	Hour	155.00	180.00
Coring Assistant (Required for Work from Ladder or Scaffolding)	Hour	105.00	135.00
Pachometer Reinforcing Steel Locator	Hour	130.00	160.00
Pick up Samples	Hour	95.00	-
Pre-Stress and Post-Tensioning Inspection	Hour	105.00	135.00
Schmidt (Rebound) Hammer	Hour	130.00	160.00
Compression Test – Concrete Cylinders	Each	35.00	
Compression Test – Mortar or Grout Cylinders	Each	35.00	
Hold Cylinders (Not Tested)	Each	20.00	
Compression Test – Concrete or Shotcrete Cores 8" Maximum Diameter	Each	45.00	
Compression Test – Shotcrete - Cylinders	Each	40.00	
Compression Test – Gypsum Cylinders	Each	35.00	
Gypsum Cylinders – Dried to Constant Weight	Each	30.00	
Mix Design-Concrete (Exclusive of Aggregate Tests)		Quotation	
Review of Concrete Mix Design	Each	250.00	
Modulus of Elasticity – 6"x12" Cylinders	Each	135.00	
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	90.00	
Moisture Vapor Kit	Each	50.00	
Saw-Cutting Samples for Testing (If Required)	Each	15.00	
Shrinkage Test (Set of 3)	Each	500.00	
Slump Cone (Refundable upon Return of Cone)	Deposit	60.00	
Splitting Tensile Test	Each	60.00	
Trial Batch in Laboratory (Including Air Content, Unit Weight Water Demand, Slump and Strength Determinations (1 at 7 days and 2 at 28 days)		Quotation	
Unit Weight of Cylinders	Each	35.00	
Saturday, Sunday, or Holiday Laboratory Test Surcharge	Each	50.00	

FIREPROOFING TESTS

Compression	Each	\$ 50.00	
Cohesion/Adhesion	Each	50.00	
Density	Each	45.00	
Dry Film Fireproofing Testing	Hour	135.00	\$ 165.00
Fireproofing Inspection	Hour	105.00	135.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

		Regular Rate	Prevailing Wage Rate
Coring (Includes Bit Charge).....	Hour	\$ 155.00	\$ 180.00
Coring Assistant (Required for Work from Ladder or Scaffolding)	Hour	105.00	135.00
In-Place Shear Testing	Hour	105.00	135.00
Masonry Placing Inspection	Hour	105.00	135.00
Masonry Field Technician.....	Hour	105.00	135.00
Pickup Grout and Mortar Samples	Hour	95.00	
CMU, Compression.....	Each	50.00	
CMU, 24-Hour Absorption.....	Each	45.00	
CMU, Moisture Content.....	Each	45.00	
CMU, Density (Unit Weight)	Each	35.00	
CMU, Lineal Shrinkage (Rapid Method)	Each	100.00	
CMU, Dimensions	Each	25.00	
CMU, C140 Complete Testing	Each	800.00	
Brick, Compression.....	Each	40.00	
Brick, 24-Hour Absorption	Each	45.00	
Brick, 5-Hour Absorption.....	Each	45.00	
Brick, Modulus of Rupture.....	Each	40.00	
Grouted Masonry Prism Compression	Each	185.00	
Hydraulic Conductivity (Permeability) (ASTM D 5084)	Each	360.00	
Mortar and Grout Specimens, Compression	Each	35.00	
Masonry Cores, Compression 8" Maximum Diameter	Each	55.00	
Masonry Cores, Shear 8" Maximum Diameter.....	Each	75.00	
Tensile Test – CMA Method.....	Each	165.00	
Saw-Cutting Samples for Testing (If Required).....	Each	15.00	
Unit Weight of Units	Each	35.00	
Mortar Cement Permeable Voids (ASTM C642).....	Each	80.00	

REINFORCING AND STRUCTURAL STEEL

Anchor Bolts.....		Quotation	
Bolt – Hardness Only	Each	\$ 45.00	
Bolt – Wedge Tensile (Up to 100,000 lbf)	Each	115.00	
High-Strength Bolting Inspection.....	Hour	105.00	135.00
Field Welding Inspection (AWS-CWI, AWS-ACWI, and ICC).....	Hour	110.00	135.00
Magnetic Particle Testing.....	Hour	140.00	170.00
Nut – Hardness (Proof Load Under 100,000 lbf).....	Each	65.00	
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf).....	Each	80.00	
Shop Welding (AWS-CWI, AWS-ACWI, and ICC)	Hour	110.00	
Skidmore Testing	Hour	155.00	210.00
Tag, Identify, and Sample Reinforcing Steel.....	Hour	105.00	135.00
Identify Structural Steel.....	Hour	110.00	135.00

Reinforcing and Structural Steel (continued)

		Regular Rate	Prevailing Wage Rate
Tension and Elongation (Reinforcing Steel)			
No. 11 or Smaller	Each	90.00	
No. 14	Each	150.00	
No. 18 (Proof Test).....	Each	150.00	
Ultrasonic Testing	Hour	\$ 140.00	\$ 170.00
Washer - Hardness	Each	45.00	
Welder's Qualification Test – AWS and ASME Procedures		Quotation	
Bend Test (Reinforcing Steel)	Each	65.00	
Welded Wire Mesh Bend Test	Each	65.00	
Welded Wire Mesh Shear Test	Each	65.00	
Tension (Structural Steel)	Each	65.00	
Bend Test (Structural Steel)	Each	65.00	
Torque Testing of Bolts and Anchors	Hour	130.00	160.00
Witness Installation of Bolts and Anchors	Hour	105.00	135.00
Machining Coupons for Test (Tensile or Bend)		Quotation	

ROOF TILE

Sample Roof Tile	Hour	\$ 105.00	
Strength	Each	55.00	
Absorption	Each	55.00	
Permeability	Each	75.00	

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 300.00	
Additional Technician	Hour	95.00	

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00	
Expert Witness Preparation	Hour	250.00	
Modular Construction, Inspection and Certification	Hour	105.00	\$ 135.00
Roof Tests and Inspection	Hour	105.00	135.00
Structural Failure Investigation		Quotation	
Verification of Fabricator's Quality Control Capabilities		Quotation	
Welder Qualification Test		Quotation	
Glue Laminated Structural Lumber		Quotation	

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONDITIONS AND WORKING HOURS

<u>Minimum Charges</u>	There will be no minimum charges for inspection services. Other than late cancellation fees, client will be charged only for time spent on-site plus applicable travel time
<u>Travel Time</u>	Travel time from Bloomington to site of work and return will be charged at applicable hourly rates.
<u>Clerical Time</u>	Clerical time for report preparation is included in the hourly and unit rates for inspectors and testing. There will be no additional charge for clerical preparation of reports.
<u>Regular Time</u>	First 8 hours, Monday through Friday between 6 a.m. and 5 p.m.
<u>Time and One-Half</u>	First 12 hours on Saturday Monday through Friday after first 8 hours through 12 hours of shift or for hours worked between 5 p.m. and 6 a.m. A surcharge of \$100 will apply to all laboratory tests required to be performed on a Saturday.
<u>Double Time</u>	All day Sunday and after first 12 hours Monday through Saturday. Holidays: New Year's, President's Day, Memorial, Independence, Labor, Veterans, Thanksgiving, Day after Thanksgiving, Christmas Day. When a holiday falls on a Saturday, holiday rates will also apply to the Friday preceding the holiday. When a holiday falls on a Sunday, holiday rates will also apply to the Monday following the holiday. A surcharge of \$50 will apply to all laboratory tests required to be performed on a Sunday or holiday.
<u>Prevailing Wage Projects</u>	Separate rates are provided for those projects where SB 1999 prevailing wage requirements are applicable. On prevailing wage projects, holiday rates will also apply to the first Saturday, follow the first Friday in the months of June and December each year.
<u>Parking</u>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<u>Agency Approval of Special Inspectors</u>	Agency (e.g. Building and Safety Department) fees for approval or registration of special inspectors for a specific job will be charged to the client with no mark-up. Inspector's time to submit qualifications for agency approval will be charged at straight time rate.
<u>Subsistence</u>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<u>Completion</u>	Inspector will remain on job until discharged by competent authority.
<u>Cancellation</u>	No charge if made before 3:00 p.m. of the preceding day. If cancellation is received after 3:00 p.m. of the previous day, a late cancellation fee equivalent to 2 hours of requested inspection service may be charged.
<u>Terms of Payment</u>	Fees charged are for professional and technical services and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1-1/2% per month will be added to the unpaid balance (APR 18%). Any invoice under \$100.00 will be C.O.D.

<u>Terms of Payment</u> <u>Continued</u>	<p>All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice; thereafter customer acknowledges invoices are correct and valid. John R. Byerly, Inc. reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against John R. Byerly, Inc., its subsidiaries, affiliates, servants and agents, for termination of work on account of these terms.</p> <p>Should it be necessary to refer a past-due account to an attorney, to file suit for collection, or to file suit to collect mechanics lien, customer agrees to pay all reasonable expenses and costs incurred thereby, including reasonable attorney fees and costs. Jurisdiction and venue shall be in San Bernardino County, State of California.</p>
<u>Limitation of Liability</u>	<p>It is agreed that Client will limit any and all liability, claims for damages, costs of defense, or expenses to be levied against the Geotechnical Engineer on account of any design defects, errors or omissions of professional negligence to a sum not to exceed \$75,000.00 or the amount of their fee, whichever is greater. Client agrees to notify any contractors or subcontractors who may perform work in connection with any design, reports or studies prepared by Geotechnical Engineer of such limitation of liability for design, defects, errors, omissions or professional negligence and requires as a condition precedent to their performing the work a like limitation of liability on their part as against the Geotechnical Engineer. In the event Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions or professional negligence, any liability of the Client and the Geotechnical Engineer to such contracts or subcontracts arising out of an alleged defect, error or omission or professional negligence shall be allocated between the Client and the Geotechnical Engineer in such a manner that the aggregate liability for damages for such design defects to all parties, including the Client, shall not exceed \$75,000.00 or the amount of the Geotechnical Engineer's fee, whichever is greater.</p>

REPORTS

Minimum charge for all special testing.....	\$ 125.00
Minimum charge for all special research	50.00
Added charge for reproduction and mailing services for the report covering the research20 per sheet
Blueprints or other outside services	Cost + 20%
Principal engineer time will be charged for preparation of each report.	



John R. Byerly

INCORPORATED

March 30, 2025

Redlands Unified School District
20 West Lugonia Avenue
Redlands, California 92374

File No.: C-1012
I.D. No.: 032509

Attention: Ken S. Morse, Coordinator, Operations and Facilities Planning

Project: Restroom Expansion at Orangewood CHS, 515 Texas Street, Redlands, California, DSA File No. 36-H6, DSA Application No. 04-121934

Subject: Proposal for Special Inspection Services and Materials Laboratory Testing

References: (a) Plans, PCH Architects, July 25, 2023
(b) DSA- 103: Listing of Structural Tests and Special Inspection, February 2, 2023

Ladies and Gentlemen:

We were pleased to be contacted regarding materials laboratory testing and special inspection services that will be needed during expansion construction of existing restroom building at Orangewood Continuation High School. We have reviewed the project plans and the DSA-103. At this time, a construction schedule is not available for our review; however, based on our review of the referenced documents and our experience with similar projects, the anticipated services and estimated fees that will be needed are as tabulated below.

Our fees are predicated on time consumption computed at the prevailing wage rates and unit rates listed on the enclosed Schedule of Fees. Our estimate of fees to provide geotechnical engineering, special inspection, and testing laboratory services during construction is tabulated below:

GEOTECHNICAL ENGINEERS • TESTING AND INSPECTION
2257 South Lilac Avenue, Bloomington, CA 92316-2903
Bloomington (909) 877-1324 Riverside (909) 783-1910 Fax (909) 877-5210

FEE SUMMARY

Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Concrete mix design reviews	2 mixes	250.00	500.00
Identify, tag and sample reinforcing steel	8 hours	105.00	840.00
Laboratory test, reinforcing steel, tension	5 tests	90.00	450.00
Laboratory test, reinforcing steel, bend	5 tests	65.00	325.00
Concrete batch plant inspection	12 hours	105.00	1,260.00
ACI technician, fabrication of test cylinders and field tests	12 hours	135.00*	1,620.00
Pick up /deliver concrete test cylinders	3 hours	90.00	270.00
Compression testing of concrete test cylinders	8 tests	35.00	280.00
Hold cylinders (not tested)	2 cylinders	20.00	40.00
Inspection of post-installed anchors	16 hours	135.00*	2,160.00
Torque/pull-tests of post-installed anchors	8 hours	160.00*	1,280.00
Fabrication inspection of glue-lam beams, assumes in Oregon	----	----	3,600.00
Staff Engineer, (supervision/reports/DSA box)	4 hours	140.00	560.00
Principal Engineer, (supervision/reports/signature)	3 hours	210.00	630.00
Estimated Contract Summary Total:			\$13,815.00

* indicates prevailing wage rate

(field vehicle and testing equipment included in hourly rates)

Because our fees for testing laboratory and special inspection services are based on hourly and unit rates, the fees presented in this estimate should be considered approximations that may vary depending on how closely we estimated the constructor's actual construction schedule. If our services are not needed for the hours estimated, our fees would be reduced accordingly.

It has been our privilege to serve the Redlands Unified School District on numerous school construction projects during the 48 years John R. Byerly, Inc. (DSA LEA No.4) has been in business. We remain dedicated to providing competent and timely service. It is our goal to enhance the quality of construction on each of your projects with our participation and to assure you that our services are always provided at maximum economy compatible with that goal.

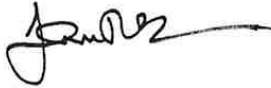
Our Schedule of Fees is considered a part of this proposal and will be used in invoicing for all services. The fee estimate also assumes 5-day workweeks and 8-hour workdays. Premium pay rates are required for time in excess of 8 hours in any day, for time in excess of 40 hours in any week, and for Saturday work. Holiday and Sunday pay rates would be charged at double time. Our prevailing wage rates will increase in concurrence with predetermined increases mandated by the California Department of Industrial Relations.

Also enclosed is a copy of our standard Agreement. If the scope of services and estimated fee are acceptable, please sign the agreement and forward that copy to this office. If preferred, you may forward a copy of your purchase order or your consultant retention agreement to this office for our signature.

We appreciate the opportunity to provide you with this proposal. Should there be questions, please feel free to contact this office.

Respectfully submitted,

JOHN R. BYERLY, INC.



John R. Byerly, P.E.
President
R.E. No. GE179, Exp. 6/30/25
R.E. No. C15871, Exp. 6/30/25

JRB:LA:st

Enclosures: Schedule of Fees (12/16/24)
Agreement