

## **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

Jason Hill, Assistant Superintendent, Business Services

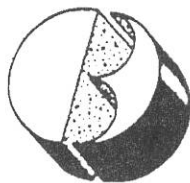
Print Name & Title

June 12, 2024

Date

May 10, 2024

Date



# **John R. Byerly**

**I N C O R P O R A T E D**

May 10, 2024

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

File No.: C-1012  
I.D. No.: 052414

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

Project: Redlands East Valley High School Stadium Track and Parking Lot Improvements, (Phase 2), 31000 East Colton Avenue, Redlands, California, DSA File No. 36-H6, DSA Application No. 04-122677

Subject: Proposal for Geotechnical, Testing Laboratory, and Special Inspection Services

References: (a) Plans, PCH Architects, Approved December 19, 2023

(b) DSA- 103: Listing of Structural Tests and Special Inspection, December 19, 2023

(c) Soils Investigation Reports, John R Byerly Inc., Rpt. No.6977-a, May 24, 2021, and Rpt. No. 7723, April 14, 2023

Ladies and Gentlemen:

We were pleased to be contacted regarding geotechnical engineering, testing laboratory, and special inspection services that will be needed during construction of new home and visitor stadium bleachers with press box and associated site improvements at Redlands East Valley High School. We understand the district will hire directly an in-plant welding inspector for the bleachers and press box fabrication at Southern Bleachers in Texas. We have reviewed the project plans, DSA-103 form and geotechnical reports. 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.

**GEOTECHNICAL ENGINEERS • TESTING AND INSPECTION**

2257 South Lilac Ave., Bloomington, CA 92316-2907  
Bloomington(909) 877-1324 Riverside (909) 783-1910 Fax (909) 877-5210

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:

**FEE SUMMARY**

<b>Service</b>	<b>Estimated Hours/Tests</b>	<b>Hourly/Unit Rate</b>	<b>Estimated Fee</b>
<b>Soils Inspection and Testing</b>			
Inspect pier drilling operations	24 hours	132.00*	3,168.00
Grading inspection and compaction tests	80 hours	132.00*	10,560.00
Foundation inspection	24 hours	132.00*	3,168.00
Utility trench backfills	60 hours	132.00*	7,920.00
Subgrade and base compaction tests	40 hours	132.00*	5,280.00
Retaining walls backfill	16 hours	132.00*	2,112.00
Laboratory test, max density (soil)	2 tests	200.00	400.00
Laboratory test, max density (base)	1 test	220.00	220.00
Laboratory test, gradation	3 tests	150.00	450.00
Laboratory test, sand equivalent	2 tests	130.00	260.00
Staff Engineer, (reports preparation/supervision)	12 hours	135.00	1,620.00
Principal Engineer, (reports review/signature)	4 hours	205.00	820.00
<b>Estimated Total for Soils:</b>			<b>\$35,978.00</b>

**Concrete/Shotcrete**

Concrete mix design reviews	3 mixes	150.00	450.00
Identify, tag and sample reinforcing steel	24 hours	100.00	2,400.00
Laboratory test, reinforcing steel, tension	16 tests	65.00	1,040.00
Laboratory test, reinforcing steel, bend	16 tests	65.00	1,040.00
Identify anchor rods/bolts to mill certs	4 hours	132.00*	528.00
ACI technician, fabrication of test cylinders and field tests	40 hours	132.00*	5,280.00
Pick up /deliver concrete test cylinders	10 hours	90.00	900.00
Compression testing of concrete test cylinders	48 tests	35.00	1,680.00
Hold cylinders (not tested)	12 cylinders	20.00	240.00



Service	Estimated Hours/Tests	Hourly/Unit Rate	Estimated Fee
Shotcrete placement inspection and sampling of test panels	18 hours	132.00*	2,376.00
Pick/up deliver shotcrete panels	2 hours	90.00	180.00
Core shotcrete test cores in laboratory	4 hours	150.00	600.00
Compression testing of shotcrete cores	8 tests	45.00	360.00
Inspection of post-installed anchors	16 hours	132.00*	2,112.00
Torque/pull-tests of post-installed anchors	16 hours	132.00*	2,112.00
Principal Engineer, (supervision/reports/signature)	8 hours	205.00	1,640.00
<b>Estimated Total for Concrete:</b>			<b>\$22,938.00</b>
<b>Bolting</b>			
High strength bolting inspection/testing	28 hours	132.00*	3,396.00
Laboratory test, high strength bolts, wedge tensile	9 tests	100.00	900.00
Laboratory test, high strength bolts, hardness	9 tests	40.00	360.00
Laboratory test, high strength bolt washers, hardness	9 tests	45.00	405.00
Laboratory test, high strength bolt nuts, hardness	9 tests	60.00	540.00
Principal Engineer, (supervision/reports/signature)	2 hours	205.00	410.00
<b>Estimated Total for Bolting</b>			<b>\$6,011.00</b>
<b>Estimated Contract Summary Total:</b>			<b>\$64,927.00</b>

\* 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,

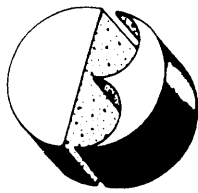
**JOHN R. BYERLY, INC.**



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

JRB:LA

Enclosures: Schedule of Fees (4/12/24)  
Agreement



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

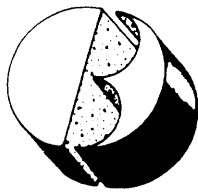
## **SCHEDULE OF FEES**

**April 12, 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**

## **I N C O R P O R A T E D**

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#### **GEOTECHNICAL ENGINEERS • TESTING AND INSPECTION**

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

		<b><u>Regular Rate</u></b>	<b><u>Prevailing Wage Rate</u></b>
Principal Engineer .....	Per Hr. ....	\$ 205.00	
Project Engineer .....	Per Hr. ....	180.00	
Project Geologist .....	Per Hr. ....	180.00	
Staff Engineer .....	Per Hr. ....	135.00	
Staff Geologist .....	Per Hr. ....	135.00	
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. ....	100.00	132.00
Supervising Field Technician .....	Per Hr. ....	135.00	
Field Engineer .....	Per Hr. ....	135.00	
Field Exploration Equipment .....	Local Prevailing Rate + 20%		
Subsistence .....	Quotation		

**GEOTECHNICAL LABORATORY TESTING**

Laboratory Technician .....	Per Hr. ....	\$ 90.00
Supervising Laboratory Technician .....	Per Hr. ....	105.00

## Atterberg Limits

Liquid Limit .....	Each .....	85.00
Plastic Limit .....	Each .....	95.00
Shrinkage Limit .....	Each .....	110.00
Plasticity Index .....	Each .....	180.00

## California Bearing Ratio - CBR

(at specified moisture content - does not include optimum

moisture content and maximum dry density determination) .....	Each .....	475.00
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**Geotechnical Laboratory Testing (continued)**

			<b>Regular Rate</b>	<b>Prevailing Wage Rate</b>
Consolidation Testing (without time rate).....	Each .....		\$ 210.00	
Add one time rate .....	Each .....		100.00	
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 .....		270.00	
Direct Shear Tests (3-point) .....	Each .....		270.00	
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 .....		200.00	
Lab Max – (6-inch mold) .....	Each .....		220.00	
Lab Max – California 216 Method .....	Each .....		220.00	
Organic Content .....	Each .....		65.00	
Moisture Content.....	Each .....		35.00	
Moisture/Density Determination – Tube Sample .....	Each .....		50.00	
“R” Value				
Untreated Material.....	Each .....		290.00	
Lime or Cement Treated Material .....	Each .....		315.00	
Sand Equivalent (average of 4).....	Each .....		130.00	

**SPECIAL INSPECTION SERVICES****INSPECTION FEES**

		<b>Regular Rate</b>	<b>Prevailing Wage Rate</b>
Aggregate, Plant Sampling .....	Hour .....	\$ 100.00	\$ 132.00
Asphalt, Paving .....	Hour .....	100.00	132.00
Asphalt, Batch Plant .....	Hour .....	100.00	132.00
Commercial Building (Wood Framing, ICC) .....	Hour .....	100.00	132.00
Concrete, Batch Plant .....	Hour .....	100.00	-
Concrete, Placing .....	Hour .....	100.00	132.00
Concrete, Placing Pre-Stress .....	Hour .....	100.00	132.00
Concrete, Pre and Post-Tensioning .....	Hour .....	100.00	132.00
Drilled Piers or Piles .....	Hour .....	100.00	132.00
Driven Piles .....	Hour .....	100.00	132.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC) .....	Hour .....	105.00	132.00
Fireproofing .....	Hour .....	100.00	132.00
Ground Rod .....	Hour .....	110.00	147.00
Gunite, Placing .....	Hour .....	100.00	132.00
Hi-Tensile Bolting .....	Hour .....	100.00	132.00
Magnetic Particle Testing .....	Hour .....	130.00	165.00
Masonry Placing .....	Hour .....	100.00	132.00
Pachometer Meter Reinforcing Steel Locator .....	Hour .....	125.00	155.00
Pull Testing of Anchor Bolts/Dowels .....	Hour .....	125.00	155.00
Reinforcing Steel, Placing .....	Hour .....	100.00	132.00
Schmidt Concrete Hammer .....	Hour .....	125.00	155.00
Shop Welding Fabrication (AWS-CWI, AWS-ACWI and ICC) .....	Hour .....	105.00	-
Skidmore Testing .....	Hour .....	150.00	205.00
Special Inspector .....	Hour .....	100.00	132.00
Tag, Identify, and Sample Rebar or Structural Steel .....	Hour .....	105.00	132.00
Torque Testing of Bolts and Anchors .....	Hour .....	125.00	155.00
Ultrasonic Testing .....	Hour .....	130.00	165.00
Witness Installation of Bolts and Anchors .....	Hour .....	105.00	132.00

**MATERIALS TESTING SERVICES****AGGREGATE TEST**

Absorption .....	Each .....	\$ 50.00
Clay Lumps and Friable Particles .....	Each .....	80.00
Cleaness Value (Fine or Coarse) .....	Each .....	130.00
Decantation (No. 200) .....	Each .....	40.00
Deleterious Substances Determination .....	Each .....	120.00
Durability Test (Fine or Coarse) * .....	Each .....	170.00
Fineness Modulus (Including Sieve Analysis) .....	Each .....	135.00
Flat and Elongated Pieces (Per Size Fraction) .....	Each .....	110.00
Fractured Faces (Per Size Fraction) .....	Each .....	110.00
Light Weight Particles .....	Each .....	140.00

**Aggregate Test (continued)**

		<b>Regular Rate</b>	<b>Prevailing Wage Rate</b>
Los Angeles Rattler .....	Each .....	\$ 245.00	
Moisture .....	Each .....	35.00	
Organic Impurities .....	Each .....	60.00	
Percent Clay in Sands by Hydrometer .....	Each .....	195.00	
Percent Passing No. 200 Sieve .....	Each .....	60.00	
Percent Shale .....	Each .....	105.00	
Permeability of Granular Soil (ASTM D 2434) .....	Each .....	245.00	
Potential Reactivity (Chemical Method) .....	Each .....	Quotation	
Sand Equivalent .....	Each .....	125.00	
Sieve Analysis (Fine or Coarse - Processed) .....	Each .....	85.00	
Sieve Analysis (Pit Run) .....	Each .....	135.00	
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 .....	\$ 100.00	\$ 132.00
Plant Control during Operations .....	Hour .....	100.00	-
Coring with Diamond Bit (Includes Bit Charge) .....	Hour .....	150.00	175.00
(Contractor to provide access)			
Density of Cores .....	Each .....	50.00	
Film Stripping .....	Each .....	85.00	
Los Angeles Rattler .....	Each .....	245.00	
Laboratory Standard Density (Marshall) .....	Each .....	205.00	
Laboratory Standard Density (Hveem) .....	Each .....	205.00	
Moisture Vapor Susceptibility .....		Quotation	
Mix Design-Asphalt .....	Each .....	200.00	
Mix Design Studies (Marshall or Hveem) .....	Each .....	500.00	
Pavement Evaluation .....		Quotation	
Plant Sample - % Asphalt, Ignition Oven .....	Each .....	150.00	
Plant Sample - % Asphalt and Gradation, Ignition Oven .....	Each .....	245.00	
Ignition Oven Aggregate Correction .....	Each .....	195.00	
Sand Equivalent .....	Each .....	125.00	
Sieve Analysis .....	Each .....	85.00	
Soundness Test (Sodium Sulfate) (Fine or Coarse) .....	Each .....	335.00	
Stability Test - "S" Value (Hveem Method) .....	Each .....	255.00	
Stability Test (Marshall Method - Set of 3) .....	Each .....	255.00	
Theoretical Maximum Specific Gravity (Rice) .....	Each .....	155.00	
Thickness of Pavement .....	Each .....	20.00	

**CONCRETE**

		<b>Regular Rate</b>	<b>Prevailing Wage Rate</b>
Absorption – Concrete Pipe or Tile (ASTM C497) .....	Each .....	\$ 35.00	
Batch Plant Inspection.....	Hour .....	100.00	-
Concrete Placing Inspection .....	Hour .....	100.00	132.00
Coring (Includes Bit Charge) .....	Hour .....	150.00	175.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour .....	100.00	132.00
Field Technician .....	Hour .....	100.00	132.00
Molding Cylinders and Beams .....	Hour .....	100.00	132.00
Pachometer Reinforcing Steel Locator .....	Hour .....	125.00	155.00
Pick up Cylinders.....	Hour .....	90.00	-
Pre-Stress and Post-Tensioning Inspection.....	Hour .....	100.00	132.00
Schmidt (Rebound) Hammer .....	Hour .....	125.00	155.00
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)	Each .....	200.00	
Review of Concrete Mix Design .....	Each .....	150.00	
Modulus of Elasticity – 6"x12" Cylinders .....	Each .....	130.00	
Modulus of Rupture (Flexure) – 6"x6" Beams .....	Each .....	85.00	
Moisture Vapor Kit.....	Each .....	35.00	
Saw-Cutting Samples for Testing (If Required) .....	Each .....	10.00	
Shrinkage Test (Set of 3) .....	Each .....	455.00	
Slump Cone (Refundable upon Return of Cone) .....	Deposit .....	60.00	
Splitting Tensile Test.....	Each .....	55.00	
Trial Batch in Laboratory			
(Including Air Content, Unit Weight Water Demand,			
Slump and Strength Determinations			
(1 at 7 days and 2 at 28 days).....	Each .....	455.00	
Unit Weight of Cylinders.....	Each .....	30.00	
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 .....	130.00	\$ 160.00
Fireproofing Inspection.....	Hour .....	100.00	132.00

**CONCRETE MASONRY UNIT (CMU) AND BRICK**

		<b>Regular Rate</b>	<b>Prevailing Wage Rate</b>
Coring (Includes Bit Charge) .....	Hour .....	\$ 150.00	\$ 175.00
Coring Assistant (Required for Work from Ladder or Scaffolding) .....	Hour .....	100.00	132.00
In-Place Shear Testing .....	Hour .....	100.00	132.00
Masonry Placing Inspection .....	Hour .....	100.00	132.00
Molding Grout and Mortar .....	Hour .....	100.00	132.00
Pickup Grout and Mortar Samples .....	Hour .....	90.00	
Sample Masonry Units .....	Hour .....	100.00	
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 .....	95.00	
CMU, Dimensions .....	Each .....	25.00	
CMU, C140 Complete Testing .....	Each .....	655.00	
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 .....	180.00	
Hydraulic Conductivity (Permeability) (ASTM D 5084) .....	Each .....	355.00	
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 .....	10.00	
Unit Weight of Units .....	Each .....	30.00	
Mortar Cement Permeable Voids (ASTM C642) .....	Each .....	80.00	

**REINFORCING AND STRUCTURAL STEEL**

Anchor Bolts .....		Quotation	
Bolt – Hardness Only .....	Each .....	\$ 40.00	
Bolt – Wedge Tensile (Up to 100,000 lbf) .....	Each .....	100.00	
High-Strength Bolting Inspection .....	Hour .....	100.00	132.00
Field Welding Inspection (AWS-CWI, AWS-ACWI, and ICC) .....	Hour .....	105.00	132.00
Magnetic Particle Testing .....	Hour .....	135.00	165.00
Nut – Hardness (Proof Load Under 100,000 lbf) .....	Each .....	60.00	
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf) .....	Each .....	75.00	
Shop Welding (AWS-CWI, AWS-ACWI, and ICC) .....	Hour .....	105.00	
Skidmore Testing .....	Hour .....	150.00	205.00
Tag, Identify, and Sample Reinforcing Steel .....	Hour .....	105.00	132.00
Tag and Identify Structural Steel .....	Hour .....	105.00	132.00



**Reinforcing and Structural Steel (continued)**

		<b>Regular Rate</b>	<b>Prevailing Wage Rate</b>
Tension and Elongation (Reinforcing Steel)			
No. 11 or Smaller .....	Each .....	65.00	
No. 14 .....	Each .....	125.00	
No. 18 (Proof Test) .....	Each .....	125.00	
Ultrasonic Testing .....	Hour .....	\$ 135.00	\$ 165.00
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 .....	125.00	152.00
Witness Installation of Bolts and Anchors .....	Hour .....	100.00	132.00
Machining Coupons for Test (Tensile or Bend) .....		Quotation	

**ROOF TILE**

Sample Roof Tile .....	Hour .....	\$ 85.00	
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 .....	100.00	\$ 132.00
Roof Tests and Inspection .....	Hour .....	100.00	132.00
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**

<b><u>Minimum Charges</u></b>	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
<b><u>Travel Time</u></b>	Travel time from Bloomington to site of work and return will be charged at applicable hourly rates.
<b><u>Clerical Time</u></b>	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.
<b><u>Regular Time</u></b>	First 8 hours, Monday through Friday between 6 a.m. and 5 p.m.
<b><u>Time and One-Half</u></b>	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.
<b><u>Double Time</u></b>	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.
<b><u>Prevailing Wage Projects</u></b>	Separate rates are provided for those projects where SB 1999 prevailing wage requirements are applicable. Our prevailing wage rates will increase \$5 per hour on July 1, 2024 consistent with predetermined increases mandated by the California Department of Industrial Relations. 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.
<b><u>Parking</u></b>	When not furnished for Inspector, parking will be charged as paid by the Inspector.
<b><u>Agency Approval of Special Inspectors</u></b>	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.
<b><u>Subsistence</u></b>	On remote jobs, subsistence, when not furnished for Inspector, will be charged by Quotation.
<b><u>Completion</u></b>	Inspector will remain on job until discharged by competent authority.
<b><u>Cancellation</u></b>	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.
<b><u>Terms of Payment</u></b>	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.

<b><u>Terms of Payment</u></b> <b><u>Continued</u></b>	<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>
<b><u>Limitation of Liability</u></b>	<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 research .....	.20 per sheet
Blueprints or other outside services .....	Cost + 20%
Principal engineer time will be charged for preparation of each report.	