

## Coatings Consultants, Inc.

8211 Needles Drive, Palm Beach Gardens, FL 33418

Office 561-775-7151 Fax 561-775-7050

www.coatingsconsultants.com

### STANDARD FEE SCHEDULE

- ❖ Inspection and consultation in the field - \$150.00 per hour (portal to portal -2 hour minimum)
- ❖ Professional consultation and research - \$150.00 per hour
- ❖ Expert witness and other sworn testimony - \$275.00 per hour (Portal to Portal)
- ❖ Secretarial and clerical time - \$40.00 per hour \* Rilem tube tests - \$25.00 each
- ❖ Alkalinity resistance tests - \$50.00 per sample \* pH tests (electrode) - \$20.00 per sample
- ❖ Chemical oxidation resistance tests - \$50.00 per sample \* Solvent tests - \$30.00 per sample
- ❖ pH tests (pencil) - \$10.00 per sample \* Photographs \$5.00 each
- ❖ Saponification resistance tests - \$50.00 per sample \* Pencil hardness tests - \$35.00 per sample
- ❖ Paint thickness measurements - \$20.00 per sample \* Micrographs - \$10.00 each
- ❖ Adhesion tests - \$5.00 each \* Chalk tests \$5.00
- ❖ Other laboratory analysis will be quoted on an as needed basis.

### TERMS AND CONDITIONS

**Access:** Unless otherwise agreed in writing by CCI, all permits, fees and access rights necessary for performance of the work under this contract shall be obtained by the Contracting Party. CCI shall be given free and complete access to all areas necessary for the performance of the work. If such access is not granted, CCI shall not be required to proceed with the work and shall be entitled to recover from the Contracting Party for its' costs and fees incurred.

**Damage:** Some damage may occur to existing surfaces or substrates during testing by CCI. This will, of course, be kept to a minimum and will not be repaired or replaced by CCI.

**Payment:** Payment for this contract shall be due upon presentation of invoice. CCI shall not be required to continue work if payment has not been received, and shall be entitled to recover for all work performed and all expenses incurred. All unpaid invoices will be subject to interest at the maximum rate allowed by law. CCI shall be entitled to recover its' costs of collection of any sums not paid when due, including reasonable attorney's fees whether or not suit is filed.

**Indemnification:** To the fullest extent permitted by law, the Contracting Party shall indemnify and hold harmless CCI and all of its' agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from the performance of CCI's work under this contract whether caused in whole or in part by any negligent act or omission by CCI or anyone directly or indirectly employed by it or anyone for whose acts CCI may be liable. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person. Pursuant to Florida Statutes No. 725.06, the Contracting Party acknowledges that CCI has reduced its' billings by \$10.00 as specific consideration for this indemnification of obligation.

**Entire Contract:** This agreement constitutes the entire contract between the parties and no prior, or contemporaneous writings or oral statements shall be of any force or effect. In the event that any provision hereof is determined to be unenforceable, the remaining provisions shall not be affected thereby, and shall remain in full force and effect.

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### SERVICES AGREEMENT

The undersigned hereby retains the services of Coatings Consultants, Inc. (CCI) for the project known as:

\_\_\_\_\_ located at \_\_\_\_\_.

All fees, terms and conditions shall be in accordance with the Standard Fee Schedule and Terms and Conditions furnished by Coatings Consultants, Inc.

A nonrefundable retained fee of \$750.00 payable to Coatings Consultants, Inc., and this signed agreement are required prior to the initiation of services and prior to the use of the name of CCI or any of its professional associates on any proposal, pretrial catalog, or similar professional disclosure. The retainer fee will be credited at the time of issuance of a final bill.

Sworn testimony of any kind will be billed at the rate of \$275.00 per hour on a portal to portal basis with a two hour minimum charge. Payment of charges for sworn testimony of any kind, given in response to subpoena or otherwise on behalf of any party to the work project, will be the ultimate responsibility of the undersigned. Personal appearance for sworn testimony cannot be guaranteed in the event of scheduling conflicts. Sworn testimony will not be scheduled unless outstanding bills have been paid and a retainer fee is in place.

Charges outstanding for over 30 days are subject to interest charges at the monthly rate of 1.5% of the unpaid balance. All checks should be made payable to Coatings Consultants, Inc. Tax ID 59-2690369.

Should it be necessary for CCI to retain an attorney in order to enforce any part of this agreement, the undersigned agrees to pay all attorneys fees and costs incurred whether or not a lawsuit is filed. Venue for any law suit shall be Palm Beach County, Florida.

Files for which some form of written correspondence has not been received for a period of time in excess of one year are subject to disposal.

**I ACKNOWLEDGE RECEIPT OF THE COATINGS CONSULTANTS, INC. STANDARD FEE SCHEDULE AND TERMS AND CONDITIONS. I AM AUTHORIZED TO GUARANTEE PAYMENT ON BEHALF OF MY FIRM, MY CLIENT(S) AND MYSELF INDIVIDUALLY. I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT AND ANY ATTACHMENTS:**

\_\_\_\_\_  
**Accepting Party (type or print) Company Name**

\_\_\_\_\_  
**Signature of Accepting Party Street Address**

\_\_\_\_\_  
**Telephone Number City, State, Zip Code**

\_\_\_\_\_  
**Fax Number**

\_\_\_\_\_  
**Date**