

**MICHAEL S. ROBERTS**  
**PLASTERING CONTRACTOR/CONSULTANT**

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**RATE SCHEDULE**

REV. 11/09

**CONSULTATION FOR LATH & PLASTERING INSPECTIONS,  
MATERIAL SPECIFICATIONS & MAKE-UP, AND  
BUILDING CODES & INDUSTRY STANDARDS**

Hourly rate of \$180.00 per hour, per man, with a three hour minimum charge, including travel time.

Consultation and services rendered for Saturdays and Sundays will be billed at \$200.00, per man, including travel time.

Paralegal/Assistant to Consultant(s) will be billed at \$110.00 per hour, including travel time.

Secretarial Assistant/Clerical Support services rendered will be billed at \$65.00 per hour.

Outside Technical Rep./Consulting services rendered will be billed at cost + 25%.

Mileage at a rate of \$.50 per mile.

**EXPERT WITNESS FEES RE: TRIAL/ARBITRATION**

The following rates will be charged pertaining to appearance re: trial, depositions or arbitration testimony as an Expert Witness as follows:

Hourly rate of \$420.00 per hour. Travel time to and from deposition / trial / arbitration testimony will be charged at the standard rate of \$180.00 per hour.

**RETAINER DEPOSITS/AGREEMENTS**

- A minimum retainer in the amount of \$2,000.00 will be required prior to the commencement of any work. A higher retainer may be required based upon the estimated time and expense of initial services to be performed. The retainer may be reduced or waived at the discretion of the Consultant.
- A retainer will be required prior to testimony at trial, deposition or arbitration.

## **COST REIMBURSEMENTS**

All costs associated with this case will be reimbursed. These include, but are not limited to, the following: Photo costs - technical testing - preparation of samples for trial - reproductions - communications by telephone and/or cellular telephone - facsimiles - travel - lodging - meals - airfare - equipment, and like expenses.

Net terms: 30 days / 1.5% monthly finance charge on unpaid balance after 30 days.

## **DISPUTE RESOLUTION**

This Rate Schedule is subject to the following arbitration clause: All parties agree to arbitrate claims or disputes arising out of or relating to this Agreement. The Arbitration shall be conducted by The American Arbitration Association under its Construction Rules of Arbitration. The arbitration shall take place in Orange County, California before one arbitrator. The arbitrator shall decide the dispute according to the laws of the State of California. The arbitration award shall be in writing and shall specify the basis of such award. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered by any court of competent jurisdiction. Each party shall advance one-half of the cost of arbitration and the arbitrator's fee, but the arbitrator shall award the prevailing party its costs and reasonable attorneys' fees. A demand for arbitration shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for arbitration be made after such claim or dispute would be barred by the applicable law.

## **ATTORNEYS FEES/COSTS**

In the event of legal action or arbitration with respect to this contract, the prevailing party in such action or arbitration shall be entitled to recover all reasonable attorney fees, expert fees and costs expended.

## **LIMIT OF LIABILITY**

In no event shall the Company or any of its employees or subcontractors liability for any services performed under this Agreement exceed the amount of money paid by the Client in the preceding 120 days. Client agrees that there will be no recovery for damages or any relief other than this sole exclusive remedy. Company assumes no responsibility or liability for damages outside this limitation, whether property, financial, bodily injury or fatality, regardless of the cause of the incident or the claimant, with the exception of those set forth in California Civil Code section 1668.

No action, regardless of form, arising out of the services of this agreement, may be brought more than one year after the date of the last services provided under this agreement.