904 BLACK DIAMOND WAY, SUITE A
LODI CA 95240
TELEPHONE (209) 403-8186

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CONSULTING SERVICES AGREEMENT

PARTIES:

The parties to this agreement are the following:

CONSULTANT:	**CLIENT:**
Coe and Company	**xxxxx**
Construction Services	**xxxxxxxxxxxx**
904 Black Diamond Way, Suite A	**xxxxxxxx**
Lodi, CA 95240	**xxxxxxxx**
(209) 403-8186	**xxxxxxxxxxx**

This agreement is made on this 13 th day of January 2026, between Coe and Company Construction Services, subsequently referred to as "Consultant" and xxxxxxxxx subsequently referred to as "Client", join into agreement by way of receipt of financial Retainer in the amount of xxxxxxxxxx ($xxxxxx), per the stipulations below, regarding xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

By joining this agreement, Client retains Consultant to provide an initial site inspection, analysis and reporting as requested by client per the attached fee schedule on a time and material basis. The initial consultation and future testimony extend to the following services under this same agreement and fee schedule,

X Expert Witness Services
X Site inspection and photo documentation of conditions
X Other Services as Requested to Assist Legal Counsel

SERVICES:

The consultant will provide advice and recommendations, as requested, on any matter upon which he is qualified. Fees for services will be based on actual travel time and the time worked on the project by staff personnel, rounded to tenth of hour increments, plus reimbursable expenses and in the event work on other matters is performed during travel or wait time, the invoicing to client will be proportionally reduced. Outside services include all services and/or equipment not ordinarily provided by consultant, such as blueprint copying, printing, subsistence and lodging and travel by common carrier, etc. per the attached Fee Schedule.

Client will assist in promptly providing access to physical properties, records, drawings, and contracts as needed to aid in the completion of each assigned task. Client will render decisions and reply to questions in a timely manner so as to not delay or cause undo completed and uncompleted work tasks.

TERM:

This agreement will continue until the conclusion of the issue for which Consultant's services are required, unless earlier terminated in writing by either party. Labor related fees will be computed based on the hourly billing rates in effect at the time of the services were performed. Fee schedules are revised every year on the first of March of each year, subject to Client's consent.

ASSIGNMENTS:

Estimates requested for budgeting are just that, an estimate. Consultant will bill, and Client will pay in a timely manner, the actual cost for each assignment, since much of the factors influencing assignments in the construction litigation field are outside of the consultant's control and are dependent on participation by and at the direction of others. No guarantees are made that minimum or initial retainers will cover all costs or that the potential cost may exceed the agreed retainer amount.

Consultant will remain cognizant that Client's principals are individuals and will strive in good faith to perform all services in the most economic, yet effective manner, including invoicing for services at the appropriate required skill level.

FEES AND EXPENSES:

To be billed per attached fee schedule (Exhibit 2) monthly to be delivered to Client's office no later than the end of the day on the 3rd of each month to assure such invoices can be included in Client's invoice to their customers. Consultant recognizes that invoices received later than the 4th will go out to be paid until the following month's invoice by Client to their Customers. All invoices are due and payable 30-day net. Retainers, if required, are to be restored at each billing cycle and 10 days before deposition or trial if applicable.

LIMITATIONS OF LIABILITY:

Client agrees and Consultant stipulates that the absolute maximum liability is limited to actual fees paid for services minus expenses, for any direct or consequential damages because of this engagement agreement. Our client further agrees that they will indemnify and defend the Consultant for all claims against professional negligence or breach of contract arising out of the Contractor's reliance on third party information provided by Client.

LATE PAYMENT:

A finance charge of 1-1/2 percent per month will be payable on accounts not paid within 35 days. Any reasonable attorney fees or other costs incurred collecting any delinquent amount shall be paid by the Client in addition to any outstanding balances. Client is notified that lack of payment to consultant on delinquent accounts can be grounds to stop work on Client's behalf and Client agrees to not use, transmit, or share any of consultant's work product without specific written approval which is not paid for in a timely manner per the terms of this agreement.

PARTY RESPONSIBLE FOR PAYMENT:

Client will notify Consultant in writing, within 5 days of signing this agreement, the name of any party other than themselves responsible for payment, approval or review of consultant invoices and provide contact phone numbers, email addresses and physical mailing address information for all parties involved within their firm for partial or full process, review, and approval for all payment applications. (Exhibit 1)

EXCLUSIONS:

The following specific exclusions apply to this agreement.

- There is no guarantee of final Cost of Services or outcome of opinion by consultant based on limited information provided at time of retention by Client.
- Consultant does not guarantee that availability on any dates not discussed at time of retention, or more than 6 months out, without 30 days notice for depositions or court

testimony. Consultant will make all reasonable efforts to provide availability when requested.

- Consultant will not participate, or be a party, in any contingency agreements or reduced settlement fee agreements with any Client directly or with third parties.
- Consultant will not retain records for more than three years from final billing and will not retain custody of evidence for more than 90 days after trial unless additionally compensated or directed to do so in writing.

ENTIRE UNDERSTANDING:

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect.

CONSULTANT:
Coe & Company Construction Services

CLIENT:
xxxxxxxxx

_____ _____

By: Lyle Coe Date: _____ By: **xxxxxxxx**_____Date:_____

Exhibit 1

Invoice Processing, Approval and Payment Contacts

Please assist our common accounts receivable and payment parties to work together by listing sequentially the process of review, approval, and payment of all consultant invoices.
(Estimated time to complete and return this form is 5 to 15 minutes)

1. Invoice received by (Phone) (Email)
   _____ _____ _____

2. Original invoice copied and filed by
   (Phone) (Email)
   _____ _____ _____

3. In house invoice distributed to for review and approval.
   a. 1st reviewer (Name) (Phone) (Email)
      _____ _____ _____
      Typical process time needed_____ days
   b. 2nd reviewer (Name) (Phone) (Email)
      _____ _____ _____
      Typical process time needed_____ days
   c. 3rd reviewer (Name) (Phone) (Email)
      _____ _____ _____
      Typical process time needed_____ days

4. Out of Office Approval Authorities Needed _____
   a. Transmitted in what form ___ Electronically ____ Mail ____ Other
   b. Number of party approvals needed _____
   c. Typical process time needed _____

   (Name) (Phone) (Email)
   _____ _____ _____
   (Name) (Phone) (Email)

5. Accounts Payable Contact
   (Name) (Phone) (Email)
   _____ _____ _____

CONSULTING FEE SCHEDULE*
Revised 1-10-2026

File, document, and plan review, estimating, document preparation, mediation, site visitation, intrusive inspections, client meetings, etc. (Four hour minimum for all out-of-office activities)

Principal Forensic Consultant/ Expert Witness	$445.00 per hour
Architect	$380.00 per hour
General Construction Manager/Estimator	$260.00 per hour
Civil, Structural, Mechanical, Electrical Engineer or other specialties	$350.00 per hour
Computer and Data Entry Services	$80.00 per hour
Project Coordinator (On-site observation)	$240.00 per hour
Inspection Assistant (On-site observation)	$180.00 per hour
In-office administrative services	$95.00 per hour
Deposition, Court and Binding Arbitration Testimony (4 hour minimum)	$600.00 per hour
Travel, local or to and from airports	$.75 per mile
Facsimile transmittals	$.50 per page
Photocopies	$.15 per page
Color copies	$1.25 each
Digital Photo processing; CD copies at cost	Prints $.60 per photo
Reimbursable expenses, i.e., Prints, Hotels, Airfare, Rental Cars, etc.	Actual Cost
Out of town travel and expenses	Actual cost

Terms: Due upon receipt. Interest at the rate of one- and one-half percent per month may be added to past due accounts after 35 days. Retainers are held until the final payment and must be restored upon each invoice submitted for payment.

- Multi-year ongoing projects are subject to fee schedule changes for efforts carried over to 2027, or later, due to continued work and litigation.