



17W246 Rodeck Ln
 Bensenville, IL 60101
 (331) 457-9516

FEE SCHEDULE
(EFFECTIVE 7/1/2023)

| | |
|---|--------------------|
| File Review | \$525 |
| At-Scene Investigation* | \$300 / hr. |
| Mechanical Inspection* | \$300 / hr. |
| Reconstruction & Analysis | \$175 / hr. |
| Deposition & Trial testimony** | \$200 / hr. |
| Travel Time (portal to portal) | \$175 / hr. |
| (includes mileage) | |

Use of Equipment (per scene/day use)

| | |
|--------------------------------|--------------|
| Survey Equipment | \$250 |
| Crash Data Retrieval*** | \$450 |
| Vericom (Accelerometer) | \$150 |

(equipment fees may be waived; discuss prior to signing agreement if necessary)

Other Charges, including but not limited to: At Cost

- **Photographs**
- **Diagrams**
- **Vehicle Information (data spec, stiffness values, etc.)**
- **Copies / CD's**

Expenses At Cost

(Airline, Lodging, Rental Car, Meals, Shipping, Research Material, etc.)

Miscellaneous Equipment and Analysis Tools Varies

*The At-Scene Investigation rate covers 1 Certified Reconstructionist and 1 crash investigator. The Mechanical Inspection rate covers 1 Certified Reconstructionist and 1 Certified Mechanic. Travel to and from the scene is billed at \$225 per hour. At-Scene Investigation includes visiting the crash site and/or the location of the vehicle(s) involved in the crash. If additional personnel are needed \$75 per hour is added onto the rates.

** Minimum four (4) hour appearance fee. When opposing counsel requests a deposition, it will be the responsibility of opposing counsel to pay for all additional expenses, including travel time and appearance fee, unless otherwise agreed upon.

*** There is no guarantee data will be obtained from taking, or attempting to take, an image of the Event Data Recorder or Airbag Control Module. CDR equipment fee will be waived if the Event Data Recorder is downloaded through the Diagnostic Link Connector.

**POLICIES, TERMS, CONDITIONS & RETAINER AGREEMENT FOR
CONSULTING, ANALYSIS & EXPERT TESTIMONY SERVICES**

Effective January 1, 2023

Traffic Accident Solutions (TAS), provides forensic consulting services in accordance with the policies, terms, and conditions listed herein. TAS reserves the right to change or amend its policies, terms, conditions, and fees without notice. However, the policies, terms, conditions, and fees agreed upon at the inception of the case shall remain in effect for the duration of that case until final billing. Reinitiating a case after final billing will be done according to the policies, terms, conditions, and fees in effect at the time the case is reinitiated.

RETAINER:

Work will commence upon receipt of a required **\$2,500 retainer** (unless other arrangements have been made) and written authorization to proceed from the Client. The retainer fee will be deducted from the first month's bill and any subsequent retainer fee will be applied to the following bill. Retention of TAS includes acceptance of the following terms and conditions:

General Obligations of the Accident Reconstructionist Consultant

TAS provides forensic consulting services, which include documentation, testing, analysis, reporting, and expert testimony. TAS does not perform investigations except with respect to fulfilling the professional mission of forensic consulting. As such, TAS relies substantially on Client-supplied information and documentation, as well as on documentation from third-party sources. TAS cannot guarantee the accuracy of any information that was not obtained directly by a member of its staff and cannot be held responsible for errors in Client-supplied or third-party information and documentation. TAS will provide appropriate forensic analysis within the scope of expertise of its consultants. TAS will formulate an opinion (including the possibility that no objective opinion can be formed) based upon the available evidence (of which TAS is made aware of) after it is analyzed. TAS will provide the Client with an honest opinion that is based on scientific principles, regardless if that opinion is favorable or not favorable to any party. Opinions put forth by TAS will be unbiased and may not comport with the Client's needs or desires for the case. TAS reserves the right to amend its opinions or analysis if new information becomes available that was not known to TAS at the time the opinions were given.

Description of above Fee Schedule

Reconstructionist & Analysis: \$175/hour

Includes all initial activity, investigation and/or work-up on a given matter including but not limited to: file set-up costs, Client meetings, phone calls and conferences, obtaining official reports or other documents, obtaining and/or reviewing civil or criminal filings as well as depositions and other forms of sworn and unsworn testimony or other types of statements, preparing written reports, letters or memos to the Client or the file and preparing demonstrative evidence including but not limited to photos, maps, diagrams or charts. Any and all analytical activity to include the compiling of information for a final analysis of the given event, peer reviews, meeting with and briefing the Client, preparing for testimonial appearances and any and all preparation with the Client for a trial or other hearing.

Testimony: \$200/hour

This category includes time spent offering testimony, expert opinions or otherwise. This category includes but is not limited to deposition testimony, trial testimony, testimony at administrative motions or preliminary hearings and arbitrations hearings as well as the rendering of any other form of sworn or unsworn testimony or declaration. Time spent waiting to testify at court or other location fall into this category.

Travel time: \$175/hour

Travel time to and from: a court or other location to testify, meetings, and other case related travel are included in this category. The exception to this will be the At-Scene Investigation and the Mechanical Inspection where a reconstructionist and assistant are utilized; this fee is billed at \$225/hour.

Other Costs, Expenses and Charges

This category includes, but is not limited to, actual expenses involved in travel and lodging on travel-involved casework, meals and car rental while on travel (in lieu of actual mileage), file related supplies and administrative/transcription costs, if so incurred, telephone costs, mileage, and costs for photos (to include mounting and captioning as necessary), photo enlargements, copies and duplication of charts, maps, or other diagrams, research material (vehicle data specifications, vehicle stiffness values, SAE papers, etc.). Charges for the use of equipment such as, but not limited to, total station mapping devices and crash data retrieval will also apply. These fees may be waived; discuss prior to signing agreement if necessary.

As the work proceeds and additional facts are developed, it may be necessary to undertake additional work. Some tasks described may not be needed and additional tasks may be necessary. For these reasons, TAS can provide only an estimate of the cost from previous work. TAS can advise that the typical fee for reconstruction has been between \$3,000.00 and \$17,000.00 plus expenses. Cost is dependent upon the number of hours worked. This does not include travel, preparation for testimony or the actual testimony, as some cases do not proceed through a dispute resolution process. Every effort will be made to complete the work as economically as possible.

Billing / Payments on Account

- Services will be provided as per the FEE SCHEDULE above.
- TAS Consultants will provide statements for services rendered.
- Times are billed in quarters of the hour.
- Any inquiry or questions concerning the substance or content of an invoice shall be made to TAS in writing within 14 days of receipt of invoice. A failure to notify TAS Consultants within this time shall constitute an acknowledgement that the services have been provided and a proper amount billed.
- Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- Any and all amounts due (whether for file review, report preparation, site/scene/vehicle inspections, depositions, trial testimony, etc.) shall be the sole responsibility of the Client. It is the Clients responsibility to pay any and all invoice amounts and seek reimbursement from any third party.
- The Retainer is a non-refundable fee.
- The account must be paid in full prior to appearances (trial / deposition).
- The minimum deposition / trial fee must be paid prior to an appearance.

Late Payment

- A service charge will be charged at the rate of .75% per month on any outstanding balance of PAST DUE accounts.
- All work by TAS will stop immediately on any account with any invoices over 30 days past due and any additional work on the past due account will only be performed once 1) all outstanding invoices are paid in full and 2) as a cash advance basis only.
- Any overdue invoices past due 90 days are subject to collection without further notice.

Sub-Contracting

Peer reviews are often conducted when completing accident reconstruction tasks. By having a peer review, the Client benefits from the confirmation of accuracy of formulated opinions and written reports. Any independent contractors who assist TAS will be qualified for the position they are hired for. The Client will be billed the same fees as agreed upon above for peer reviews.

At times we may need to sub-contract for some special services. Those costs are not included in the above fee schedule. If the need to sub-contract for a special service should come about, we will contact you to determine if that particular service would be needed.

*All basic procedures, (photographs, videotaping, scene measurements, basic diagramming, basic vehicle inspection, peer review and related procedures etc.) are considered a part of our standard investigation and are included in the hourly rate. Advanced procedures can also be part of the standard investigation, however there will be an additional fee for the use of specialized equipment for drag factor testing, computer diagramming and electronic measuring of scenes, crash data retrieval downloads, etc. These fees may be waived; discuss prior to signing agreement if necessary.

Indemnification

Notwithstanding any other term of this Agreement, the Client shall indemnify, defend and hold harmless TAS and its consultants against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon TAS in connection with any claims, suits, actions, demands or judgments arising out of this Agreement (including, but not limited to, actions in the form of tort or strict liability).

Limitations on Consulting Service

TAS does not accept cases on a contingent fee basis. If asked to resign from a case, TAS will immediately cease work on the case and will relinquish, upon receipt of payment, all materials gathered by TAS prior to the resignation. However, TAS reserves the right to bill the Client for services and costs incurred during the process of gathering and transmitting those materials. Any expenses incurred due to resignation / cancellation, such as travel and lodging, which are non-refundable, will also be billed to the Client. Reports, photographs, diagrams, and technical analysis worksheets remain the sole property of TAS and are copyrighted material. Any use of such material is limited to the proceedings of the instant case. Any further use of the materials must be by written consent of TAS with the terms of use and compensation being agreed upon.

Upon signing and execution of this document, the Client agrees that in the event where it becomes necessary to file any legal action to enforce any of the terms of this agreement, the Client shall pay all court costs, attorney fees and all other costs associated in the collection of the outstanding balance due.

Conflict of Interest Disclaimer

TAS reserves the right to refuse any case, or to withdraw from any case, whenever a conflict of interest is found to exist. Investigative services performed by TAS are limited to the collection and organization of data pertaining to, and required for, the analysis of the case. TAS will conduct investigative services with the respect to fulfilling the professional function of forensic consulting.

