



111 Deer Lake Road
Suite 100
Deerfield, IL 60015

TOLL-FREE 888.782.3473
envistaforensics.com

PAYMENT INSTRUCTIONS

By US Dollar Check (Overnight Address Only)

PNC Bank
c/o Envista Forensics
Lockbox Number 531646
Phoenix Business Park
1669 Phoenix Parkway, Suite 210
College Park, GA 30349

US Incoming ACH Instructions

Full Account Name: Envista Forensics
Receiving Bank Name: PNC Bank
Account Number: 5303566952
Routing Number: 054000030
Reference: *Please reference our Envista Matter Number(s) or Case Name(s)*

US Domestic Incoming Wire Transfer Instructions

Full Account Name: Envista Forensics
Receiving Bank Name: PNC Bank
Account Number: 5303566952
Routing Number: 031000053
Reference: *Please reference our Envista Matter Number(s) or Case Name(s)*

International Incoming Wire Transfer Instructions

Full Account Name: Envista Forensics
Receiving Bank Name: PNC Bank
Account Number: 5303566952
Routing Number: 031000053
US Swift Code: PNCCUS33
Reference: *Please reference our Envista Invoice Number(s) or Case Name(s)*

Credit Card Payment Instructions

If you would prefer to pay via credit card, please contact Greg Petrone at (224) 406-9821 for assistance.

CERTAINTY IN AN UNCERTAIN WORLD

USA Professional Rate Schedule

Confidential

Work performed is billed on a Time & Expense/Material basis and hourly rate(s) charged in accordance with the Professional Rate Schedule in effect at the time services are provided. All rates are in US Dollars.

Labor Category	Standard Rate
Engineering and Loss Consulting	
Senior Principal Engineer Consultant	\$350
Principal Engineer Consultant	\$315
Project Manager	\$275
Senior Project Engineer Consultant	\$240
Project Engineer Consultant	\$195
Senior Consultant	\$175
Consultant	\$175
Fire & Explosion	
Technical Director	\$275
Assistant Technical Director	\$250
Senior Principal Consultant	\$220
Principal Consultant	\$190
Senior Consultant	\$160
Consultant	\$150
Other	
Project Assistant	\$140
Legal Rates	+\$100 / hour for all rates listed above
CAD Operator	\$100
Expert Alliance - Outside Consulting Services	Fee communicated prior to commencement of work if outside of standard rates

Digital Forensics	Hourly Rate
Practice Leader Technical Director	\$450
Technical Lead	\$400
Senior Examiner	\$375
Examiner	\$350
Analyst	\$325
Technician	\$300

Rates for international offices are available upon request.

Envista Forensics may require a suitable retainer in advance of rendering any services. Such retainer payments will be credited to the Client's account and any unused portion of the retainer following final invoicing will be refunded.

Legal Rate(s) apply to all work performed by Envista subsequent to the date of the suit filing and a cause/case number assigned by the court. Work billed at a legal rate may include inspection(s), document review, meetings, report preparation, file production, preparatory work, depositions, expert witness testimony and any other work requested by our client or their counsel.

All services involving catastrophic response efforts or Hazardous Material (HAZMAT) sites are subject to a minimum of \$50 per hour increase. This rate includes most expense(s) required to maintain a presence in the CAT locale such as temporary living accommodations, meals, and travel to/from the CAT locale and/or supplies and certifications needed to respond effectively to a Hazardous Materials situation.

CERTAINTY IN AN UNCERTAIN WORLD

PT&C Consulting Services, P.A. | TX Firm Registration # F-19410 | NC Firm Registration # C-2837

Third party laboratory work, equipment usage, materials purchasing or testing services direct billed to Envista Forensics will assess a 15% administrative and handling charge.

Miscellaneous Field Expense:

Airfare, Hotel, or Meals	At Cost
Mileage	\$0.80 per mile
Rental Vehicle/Fuel (No Mileage)	At Cost
Parking/Tolls/Miscellaneous Travel Expense	At Cost
Fire/Police/Lab/Other Official Reports	At Cost
Lightning Strike Verification Report (72-hour period)	\$125 (\$25 additional per consecutive 24-hour period)
UAS (Drone) Services	\$185 per hour (plus pilot/expert time)
Drone Editing and Post Flight Analysis	\$100 per hour
3D Forensic Imaging Technology	\$250 (plus operator/expert time)
3D Forensic Imaging Floor Plan Diagram	\$25 (plus operator/expert time)
EDR Equipment	\$250 (plus operator/expert time)
Berla Equipment	\$350 (plus operator/expert time)
Photographs (complex losses may incur additional charge)	\$48
Video (per 15 minutes)	\$10

**Photographic and video documentation retained for ten (10) years. CD/DVD copies available upon request.*

Wipe Samples (includes full IPC panel):

Fee per sample based on turnaround time requested	7-day: \$175; 3-day: \$265; 2-day: \$350
Lab Usage for Joint Examinations	Full Day: \$800; Half Day or Less: \$400
Contagion PPE (gloves, masks, coveralls)	\$20

Evidence Storage Fees

- Items initially stored at no charge for forty-five (45) days. Disposition letters sent 30 days after receipt of evidence.
- Items requiring continued storage per client instruction then billed, including one-time disposal costs, in advance, at six-month intervals.
- In general, storage fees are based on the size, bulkiness and any necessary special consideration for storage.

Disposal Fees

- \$50 minimum charge for environmentally sensitive items
- Computer hard drive destruction (shredding): \$10 per hard drive - Estimate provided for large quantities
- Certificate of Destruction: \$20 per Certificate

Container Size	Evidence Storage Fee	Disposal Fee
Small	\$20 Month / \$120 Semi Annually	No charge
Medium	\$30 Month / \$180 Semi Annually	\$25
Large	\$50 Month / \$300 Semi Annually	\$50
X-Large or Pallet	\$75 Month / \$450 Semi Annually	\$75
Other, Irregular, Multi-Pallet, Climate Controlled	Addressed Individually	Addressed Individually
Soil Samples	\$10 Month 1-2 Boxes; \$25 Month 3+ Boxes Billed at a 2-year minimum	
Fire Debris Samples	\$125 Annually – Billed in advance	

Envista Forensics Standard Terms & Conditions available on our website at www.envistaforensics.com

SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement"), effective as of September 22, 2023 ("Effective Date"), is made between Fort Smith School District a Arkansas corporation ("COMPANY") and ENVISTA FORENSICS, LLC, a Georgia limited liability company ("VENDOR") (VENDOR and COMPANY may hereafter be individually referred to as a "Party" or together as "Parties"), as follows:

1. **Services.** COMPANY hereby retains VENDOR on a non-exclusive, "as needed" basis, to render the professional services ("Services") set out in the Statement of Work agreed to by the Parties (each, a "Statement of Work") at the prices and upon the terms and conditions set forth in the Statement of Work. VENDOR shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience and qualifications; and (c) in a timely, workmanlike and professional manner, in accordance with all applicable laws, rules and regulations.
2. **Fees and Costs.** COMPANY will pay VENDOR for all Services performed. Payment for Services provided by VENDOR under this Agreement will be based on rates agreed to by the Parties in the applicable Statement of Work. VENDOR reserves the right to renegotiate rates upon notice of COMPANY's involvement of a third-party billing service or other intermediary. Fees and expenses will be payable within thirty (30) days of receipt by COMPANY of an invoice from VENDOR accompanied by documentation reasonably requested by COMPANY evidencing all charges.
3. **Term; Termination.** This Agreement shall commence on the Effective Date for a period of one (1) year (the "Initial Term") and thereafter shall automatically renew for consecutive one (1) year periods unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term (each a "Renewal Term", and together with the Initial Term, the "Term"). This Agreement and any Statement of Work may be terminated without cause or penalty by either Party upon thirty (30) days' written notice. Notwithstanding termination of the Agreement, COMPANY shall pay VENDOR all amounts, if any, due to VENDOR under Section 2 of this Agreement as of the effective date of the termination.
4. **Non-exclusive Nature of Service.** All Services under this Agreement are to be provided on a non-exclusive basis and VENDOR represents and warrants that it will perform all such Services in a professional manner and in accordance with all applicable laws, rules and regulations. VENDOR represents and warrants that it shall acquire and maintain any and all applicable licenses, certifications, and other authorizations required in each jurisdiction in which Services are to be performed, and VENDOR shall stay informed of and in compliance with all applicable changes in applicable laws, rules and regulations.
5. **Confidential Information.** All non-public, confidential or proprietary information of COMPANY ("Confidential Information"), including, but not limited to, all information previously furnished or to be furnished (whether orally, in writing, electronically or otherwise) to the VENDOR or its employees by COMPANY or its employees; whether or not marked, designated, or otherwise identified a "confidential," in connection with this Agreement is confidential, solely for VENDOR's use in performing this Agreement and may not be disclosed or copied unless authorized by COMPANY in writing; provided, however, that such Confidential Information shall not include any information that (a) was in possession of VENDOR prior to the time of disclosure by COMPANY and not subject to any other obligations of confidentiality, (b) is or becomes generally available to the public other than as a result of a disclosure by VENDOR or its employees, (c) is or becomes available to VENDOR from a source that is not under any obligation to preserve the confidentiality of such information, or (d) can reasonably be shown to have been independently developed by VENDOR without reliance upon COMPANY's Confidential Information.

6. **Indemnification.** COMPANY shall indemnify, defend and hold VENDOR harmless from and against any and all third-party claims arising from the Services provided to COMPANY pursuant the Agreement; except that, notwithstanding the foregoing, VENDOR will not be indemnified or held harmless to the extent any claims are directly caused by VENDOR's own acts or omissions.

VENDOR shall indemnify, defend and hold COMPANY harmless from and against any and all third-party claims to the extent directly caused by VENDOR's performance of the Services under the Agreement; except that, notwithstanding the foregoing, COMPANY will not be indemnified or held harmless to the extent any claims are directly caused by COMPANY's own acts or omissions

7. **Assignment of Rights.** VENDOR acknowledges and agrees that all documents, works of authorship or other material supplied to VENDOR by COMPANY or prepared by VENDOR for COMPANY under this Agreement shall be the property of COMPANY and shall be delivered to COMPANY at any time upon COMPANY's request, but no later than the termination of this Agreement. As such, VENDOR hereby grants, transfers, and assigns to COMPANY all right, title, and interest in such documents, works of authorship or other material. VENDOR represents and warrants that VENDOR has no outstanding agreements or obligations that are in conflict with any of the provisions of this Agreement, or that would adversely affect VENDOR's performance hereunder, and further represents and warrants that VENDOR will not enter into any such conflicting agreement or obligation while engaged by COMPANY under this Agreement.

8. **Notice.** All notices required by or permitted under this Agreement will be in writing and delivered to the other Party by United States certified mail, return receipt requested, or by a nationally-recognized courier or delivery service. Notices will be deemed given upon receipt. All notices will be sent to the addresses set forth below the signature lines to this Agreement, to the attention of the person indicated, or to such other address (or person) as may be specified by either Party.

9. **Non-solicitation.** The Parties agree that, without prior written consent, neither Party will for a period of one (1) year from the date hereof directly or indirectly solicit for employment (other than by way of a general advertisement on the Internet or in a trade or general publication or an executive search process not directly targeted at the other Party or its employees) any person who is now employed by the other Party and who is identified as a result of this process or otherwise in connection with the proposed transaction. Notwithstanding the foregoing, neither Party shall be prohibited from employing any such person who makes contact on his or her own initiative and without any direct or indirect solicitation (other than by way of a general advertisement on the Internet or in a trade or general publication or an executive search process not directly targeted at the other Party or its employees).

10. **Miscellaneous.** VENDOR acknowledges and agrees that it is an independent contractor, not an employee of the COMPANY, and is not entitled to the benefits provided by the COMPANY to its employees. Accordingly, VENDOR shall be solely responsible for the payment of all taxes associated with the receipt by VENDOR or VENDOR's employees, agents and subcontractors, if any, of amounts paid pursuant to Section 2 of this Agreement, as well as the provision of any and all benefits, if any, to VENDOR or to employees, agents and subcontractors of VENDOR. VENDOR shall have no authority to enter into or execute any agreement, to incur any liability, or to make any representation on behalf of COMPANY. Failure of either Party to require strict performance by the other of any Agreement provision shall not affect its right with respect to continued or subsequent breaches. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.

11. **Insurance.** VENDOR shall maintain in full force and effect policies of insurance with such insurance company or companies that it deems reliable and financially sound, with customary coverages against risks that are normally encountered in its industry, including but not limited to, liability insurance, errors and omissions, and workers' compensation, with such limits as customary for its industry and as are prudent. Such insurance shall be primary to, and non-contributory with, any other insurance maintained by COMPANY. VENDOR shall provide COMPANY with thirty (30) days written notice prior to cancellation or expiration of any insurance required hereunder.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements, understandings and commitments between the Parties. This Agreement cannot be changed, modified, or varied except in writing executed by both Parties. Copies of original signatures on this Agreement, including facsimile copies or a digitally scanned copy by e-mail, are treated as original signatures and have the same binding effect. If executed in separate counterparts, all such counterparts shall constitute but one and the same document.

13. **Governing Law and Forum; Legal Fees.** The laws of the United States of America and the State of Georgia shall govern this Agreement. Each of the Parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Georgia for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or judgment, such personal jurisdiction shall be non-exclusive. If any dispute arises between the parties with respect to this Agreement which leads to a proceeding to resolve such dispute, the prevailing party shall be entitled to receive reasonable attorneys' fees, expert witness fees and outofpocket costs incurred in connection with such proceeding in addition to any other relief to which such prevailing party may be entitled.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

INSERT COMPANY NAME HERE

Envista Forensics, LLC

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

COMPANY

COMPANY

ADDRESS

ADDRESS

Attn:

Attn:

With a copy to:

COMPANY

ADDRESS

Attn:

[Signature Page to Service Agreement]