

# BEK TEK LLC

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## Forensic Audio/Video/Image Consultants

Douglas S. Lacey  
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Bruce E. Koenig  
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### **FEE SCHEDULE**

(as of September 17, 2020)

#### **BILLABLE TIME AND EXPENSES:**

1. BEK TEK LLC's current rate is **US\$230.00** per hour for any services rendered by its associates in a publicly-funded matter. This includes travel time which is covered in more detail in the "TRAVEL WITHIN NORTH AMERICA" and "FOREIGN TRAVEL" sections below. If the hourly rate for a matter must be quoted in currency other than US Dollars, the corresponding rate will be determined based on the exchange rate at the time of BEK TEK LLC's retention, per <https://www.xe.com>. This rate will then follow through for the entirety of the matter, regardless of any fluctuations of the exchange rate.
2. The minimum charge for billable time in a single matter is three (3) hours at the hourly rate above, and time will be billed in tenths of an hour.
3. Expenses will be billed at their actual cost, and copies of receipts will be provided upon request. These expenses include, but are not limited to, the following: shipping costs, specialized shipping supplies, specialized equipment/software purchases, purchase of documents (e.g., publications, standards), notarization or other required administrative expenses, and travel-related expenses, which are covered in more detail in the "TRAVEL WITHIN NORTH AMERICA" and "FOREIGN TRAVEL" sections below.
4. BEK TEK LLC requires written notice of the funding approval from the public entity (e.g., state attorney's office, public defender's office, etc.) before work will commence in the matter. An estimate will be provided by BEK TEK LLC based on the scope of work requested.
5. If your office is located outside of the United States, then advance payment for all requested services and anticipated expenses is required before work will commence in the matter. As the total amount of billable time and expenses approaches the amount of the advanced funding, BEK TEK LLC will advise your office and request that additional funding be provided. BEK TEK LLC will not work beyond the funding provided. If there is a remaining balance of the advanced funding at the completion of the matter, BEK TEK LLC will refund the balance to the party who submitted the advance payment(s).
6. Any exceptions to the above items within the "BILLABLE TIME AND EXPENSES" section must be agreed upon in writing at the time of BEK TEK LLC's retention. This includes any specific requirements/limitations which the funding entity and/or the Court has mandated regarding billable time (e.g., reduced rate for travel time) and expenses (e.g., actual receipts for meals required).

#### **INVOICING AND PAYMENT:**

1. Invoices will be generated in US Dollars on a monthly basis and will be submitted to your office. The payment term of each invoice is Net 30.
2. Invoices will be submitted in PDF form via email, along with PDF copies of an electronically- or physically-signed IRS W-9 form and receipts for actual expenses, as required. If the hourly rate for a matter must be invoiced in currency other than US Dollars, an additional invoice will be generated in the requested currency and forwarded as a courtesy; however, the invoice in US Dollars will be considered the official invoice.

## **INVOICING AND PAYMENT (continued):**

3. Payments are to be made in US Dollars to the following:

Douglas S. Lacey (dba BEK TEK LLC, a single-member LLC)  
9 Kingsland Drive  
Suite 111  
Stafford, VA 22556-1353  
(540) 602-2706  
[doug@bektekllc.com](mailto:doug@bektekllc.com)  
DUNS #: 052272413

4. BEK TEK LLC accepts cash, business checks, personal checks, bank checks, money orders, ACH payments, and wire transfers. Private individuals may also make electronic transfers through a bank using Zelle®, but such transfers may be limited by dollar amount and may require multiple transfers. BEK TEK LLC's banking information or Zelle® information will be provided upon request.
5. For wire transfers and other electronic transfers, the transferring party (e.g., your office, your client) is responsible for payment of any fee(s) which its bank charges. Accordingly, the transferring party is requested to add the amount of the fee(s) into the transferred amount at the time of transfer. International wire transfers are sometimes routed through an intermediary bank for currency exchange, for example, and any fees imposed by this intermediary bank are also the responsibility of the transferring party. BEK TEK LLC will be responsible for any fees that its bank assesses on the wire/electronic transfer.
6. Any exceptions to the above items within the "INVOICING AND PAYMENT" section must be agreed upon in writing at the time of BEK TEK LLC's retention.

## **TRAVEL WITHIN NORTH AMERICA:**

1. Travel days within North America will be billed for the actual portal-to-portal time (e.g., the time between the BEK TEK LLC associate leaves his/her residence until arriving at the lodging location on-site); there is no minimum charge for billable time on travel days.
2. A minimum of eight (8) hours of billable time will be charged for each 24-hour day that a BEK TEK LLC associate is present on-site. For example, if the BEK TEK LLC associate travels on a Monday, the length of time between leaving his/her residence and arriving at the lodging location on-site will be billed. If the BEK TEK LLC associate was scheduled to testify in court on Tuesday but that testimony is delayed until Wednesday, then Tuesday will be billed for a minimum of eight (8) hours, even if the BEK TEK LLC associate was present at the courthouse for only four (4) hours awaiting testimony. If the BEK TEK LLC associate testifies on Wednesday morning and then travels back Wednesday afternoon, then Wednesday will be billed from the time that the associate left for the courthouse in the morning until he/she arrives home that night.
3. Travel expenses will be billed at their actual costs (or per US federal government schedules) and include, but are not limited to, the following: roundtrip airfare, lodging, meals and incidental expenses (billed according to the U.S. General Services Administration per diem rates – <https://www.gsa.gov/travel/plan-book/per-diem-rates>), on-site transportation (e.g., rental car, taxi/Uber/etc. fares), baggage fees, local airport parking, mileage to/from the local airport (billed according to the U.S. General Services Administration Privately Owned Vehicle Mileage Reimbursement Rates – <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>), etc.
4. Billable time and expenses will be charged for each BEK TEK LLC associate that travels on behalf of your office/client.

## **TRAVEL WITHIN NORTH AMERICA (continued):**

5. If the planned travel is cancelled or changed either before or during travel, any expense for which a full refund cannot be granted by the vendor will be invoiced at 100% of the actual cost (e.g., airline reservations). If a partial refund from the vendor is granted, then the balance will be invoiced to your office. Any additional fees associated with the cancellations and/or changes will be invoiced to your office.
6. Any exceptions to the above items within the “TRAVEL WITHIN NORTH AMERICA” section must be agreed upon in writing prior to the travel commencing. This includes any specific requirements/limitations which the funding entity and/or the Court has mandated regarding billable time (e.g., reduced rate for travel time) and expenses (e.g., actual receipts for meals required).

## **FOREIGN TRAVEL:**

1. Advance payment of estimated billable time and expenses is required. An estimate will be generated by BEK TEK LLC and will be based on the number of BEK TEK LLC associates traveling, the length of the roundtrip travel, the number of days requested for the BEK TEK LLC associate(s) to be available on-site, and the anticipated travel expenses.
2. Travel expenses include, but are not limited to, the following: roundtrip airfare, lodging, meals and incidental expenses (billed according to the U.S. Department of State foreign per diem rates – [https://aoprals.state.gov/web920/per\\_diem.asp](https://aoprals.state.gov/web920/per_diem.asp)), on-site transportation (e.g., rental car, taxi/Uber/etc. fares), baggage fees, local airport parking, mileage to/from the local airport (billed according to the U.S. General Services Administration Privately Owned Vehicle Mileage Reimbursement Rates – <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>), etc.
3. A minimum of eight (8) hours of billable time will be charged for each 24-hour day that a BEK TEK LLC associate is present on-site. Travel days are billed for the actual portal-to-portal time; there is no minimum charge for billable time on travel days. For example, if the BEK TEK LLC associate travels on a Monday, the length of time between leaving his/her residence and arriving at the lodging location on-site will be billed. If the BEK TEK LLC associate was scheduled to testify in court on Tuesday but that testimony is delayed until Wednesday, then Tuesday will be billed for a minimum of eight (8) hours, even if the BEK TEK LLC associate was present at the courthouse for only four (4) hours awaiting testimony. If the BEK TEK LLC associate testifies on Wednesday morning and then travels back Wednesday afternoon, then Wednesday will be billed from the time that the associate left for the courthouse in the morning until he/she arrives home that night.
4. Business class airfare is requested for flights over eight (8) hours (one-way duration), and if approved, eight (8) hours of billable time will be deducted each way. If business class airfare is not approved, then the billable time for the entirety of the flight times will be charged.
5. If airfare and/or other travel expenses will be arranged by and paid by your office/client directly in advance of the travel, then BEK TEK LLC would require advance payment of only the estimated billable time and whatever travel expenses are not arranged and paid for by your office/client.
6. Billable time and expenses will be charged for each BEK TEK LLC associate that travels on behalf of your office/client.
7. If there is a remaining balance of the advanced travel funding, BEK TEK LLC will refund the balance to your office/client, unless your office/client requests that the balance be held by BEK TEK LLC and applied to subsequent work in the matter. Conversely, if the actual billable time and expenses exceed the amount of the advance funding, the outstanding balance will be invoiced by BEK TEK LLC for payment by your office/client.

**FOREIGN TRAVEL (continued):**

- 8. If the planned travel is cancelled or changed either before or during travel, any expense for which a full refund cannot be granted by the vendor will be invoiced at 100% of the actual cost (e.g., airline reservations). If a partial refund from the vendor is granted, then the balance will be invoiced to your office. Any additional fees associated with the cancellations and/or changes will be invoiced to your office.
- 9. Any exceptions to the above items within the “FOREIGN TRAVEL” section must be agreed upon in writing prior to the travel commencing. This includes any specific requirements/limitations which the funding entity and/or the Court has mandated regarding billable time (e.g., reduced rate for travel time) and expenses (e.g., actual receipts for meals required).

Please signify your acceptance of the foregoing BEK TEK LLC Fee Schedule by completing the fields below and returning an electronically or physically signed PDF copy to Mr. Douglas S. Lacey ([doug@bekteklc.com](mailto:doug@bekteklc.com)). A counter-signed copy of the complete BEK TEK LLC Fee Schedule will then be returned to you.

**ACCEPTED AND AGREED:**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Firm/company: \_\_\_\_\_

Date: \_\_\_\_\_

Case ref./#: \_\_\_\_\_

Signature: \_\_\_\_\_  
Douglas S. Lacey  
BEK TEK LLC

Date: \_\_\_\_\_