

## **Steve Keller & Associates, Inc.**

A Cultural Property Protection Group Company  
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This sample proposal is copyrighted 2007 by Steve Keller & Associates, Inc. and may be reproduced only for use by prospective clients considering us for a project. It's intent is to provide insight on how we typically perform a project and what a typical project might cost. The hourly rate is subject to change depending upon the project scope, locality, terms and duration. The number in parentheses following each scope item is the number of hours that will be billed when that scope item is completed. Billing would be monthly. The numbers in parentheses should total the number of hours in this fixed fee contract. Expenses are additional. This sample proposal reflects the number of hours that would normally be billed for a job identical to the City Art Museum for which sample drawings are available for download and may not reflect the number of hours in other projects. Use care in comparing it to your project without first talking to us. The primary intent of this sample proposal is to inform interested parties as to the steps we feel are necessary to complete the job. It is important to note that the two things that add to the cost of a job are revisions to the bid documents such as additional submittals "for coordination" or milestones we were not told of when asked to submit a proposal such as a "For permit" submittal that is beyond the submittals in our proposal. It is your responsibility to inform us before we propose as to the number of submittals you require. The second thing that increases the cost by adding additional fees and expenses are site or project visits. We can do the job with the visits indicated. If you need more visits they will add to the cost for both fees and expenses. If any task takes less time than the number of hours indicated on the proposal, we will bill for the number of hours indicated regardless. However, if we need more time to perform any given task, we will perform the task without asking for additional fees. If you change the scope of work we reserve the right to charge additional. Any changes that add to the fees of the architect that are not included in this proposal will be billed as being beyond the scope of this agreement for us also. Regarding reimbursable expenses, we do not mark them up. We will not under any circumstance accept a project where we must include all expenses in a fixed amount nor will we accept a contract where we are limited to a specific airfare because airfares are unpredictable.

Mr. John Doe  
Director  
The City Art Museum  
1234 Main Street  
Anytown, California 12345

### **Security System Design and Security Consulting on the New City Art Museum, Anytown, CA**

We propose to provide the following services on the project involving the design of a security system for the new City Art Museum in Anytown, CA

#### Schematic Design Phase

1. Review project program, drawings and other materials and visit the gallery site; meet with the Director and owner's representatives, as appropriate, to discuss the

project and learn the Director's plans for day to day museum operation so that electronic security can coordinate with those plans. (24 hrs.)

2. Prepare a written recommendation for a modern security system, which is appropriate for the facility and its collection. The system would include provisions for closed circuit television and individual work of art alarms. Special consideration will be given to selecting a system, which is state of the art, resistant to early obsolescence, and readily serviceable in the client's geographic market. While the term "system" is used in this proposal to include all security equipment, if necessary sub-systems or multiple non-integrated systems will be specified. This proposal does not include work on the building's fire detection, suppression or fire alarm systems. Prepare a block diagram showing the general relationship of the security system to other systems in the building for concept. This is not a detailed or final design but is suitable for a typical SD submittal. (8 hrs.)

### Design Development Phase

3. After obtaining approval for the strategy developed, and using CAD disks supplied to us in a mutually agreed upon format, prepare a 50% design development submittal showing the design of the security systems. This submittal will include drawings, an outline specification, cut sheets, and device schedules. The specifications and/or their related schedules and drawings will include any requirements for conduit or plenum cable, junction boxes, and other construction related details as required, as well as for alarm control equipment, alarm initiating devices, alarm indicating devices, etc. They shall specify a level of security or UL standard to be met including line supervision.

The submittal will show the location of each device and component of the system, as well as the conduit, power and back-box requirements. This will enable the electrical engineer on the project to include security conduit and power in his work to meet our needs. The architect's electrical engineer, or others, will be responsible for defining exact locations for conduit runs and providing cost estimates for conduit and power. Exact locations of the security devices will be detailed by others if the architect requires that each device be placed on elevations. Typically, the architect uses the security consultant's drawings which show approximate detector locations and he places devices on reflected ceiling plans and or elevations prior to submission to the electrical engineer for conduit design.

We will use our choice of format for the specifications unless a format is provided to us as an attachment to this submittal. Once we have done our work, any re-drafting of the specifications to meet the format requirements of the architect or specifications consultant will be considered "work beyond the scope" and will be billable at the hourly rate. (36 hrs.)

4. Using a Microsoft Excel spreadsheet, prepare a cost estimate for the system based on the 50% design. (4 hrs.)
5. Revise the above submittal including drawings, specifications, cut sheets and schedules and submit as a 100% DD submittal. (32 hrs.)
6. Revise the cost estimate to reflect the 100% DD submittal changes. (2 hrs.)
7. Respond to owner's review. Architect and owner understand that there is considerable risk in performing a "peer review" without proper approach and structure. A "peer review" is a review by a qualified security professional with expertise in museum security and a full understanding of the rules that governed the work of the person being reviewed. A peer review is also legally any review by anyone, qualified or not, who is called a "peer" by the client. When a professional peer disagrees with us with regard to strategy of protection or other relevant issues, our insurer requires that we automatically comply with the peer's recommendation if it results in higher security. This may have a major and serious impact on your budget, or cause significant changes in your building design, or result in aesthetic or visual impact or other ramifications. We have had peer reviews by qualified individuals who lack museum security expertise or who were not constrained by the budget or other limitations imposed upon us who have quadrupled the budget and it is not unusual for a peer review to at least double the budget. We stipulate that anyone can design a better security system than we can if we are limited by a budget and they are not. Therefore, we will not permit a peer review of our work unless you agree to the following:
  - a. That the peer be a Certified Protection Professional.
  - b. That the peer has experience and expertise in museum security.
  - c. That the peer be required to speak with us by phone prior to beginning his review.
  - d. That the peer be required by the owner to read and fully understand the architectural program that governed our design.
  - e. That the peer know the budget for the project and be instructed to work within the budget required of the consultant unless the owner is willing to add to the budget to include recommendations of the peer reviewer.
  - f. That the reviewer fully understand the Suggested Guidelines for Museum Security with 2002 revisions.
  - g. That the peer offer an accurate cost estimate for his recommendations.

The owner and architect are strongly encouraged to not refer to any review as a "peer review" for legal reasons. Nothing herein limits the architect or owner's right to conduct an "owner's review". This is purely a legal issue and is in no way intended to limit the right to review our work by anyone or to avoid such a review.

The owner or architect submitting review comments will submit them in one consolidated document in digital format to expedite our response. Subsequent response to review comments submitted late will be at the hourly rate. (8 hrs)

### Construction Document Phase

8. Revise the above submittal including drawings, specifications, cut sheets and schedules and submit as a 65% CD submittal. (32 hrs.)

9. Respond to coordination questions by the design team (8 hrs.)

10. Revise the above submittal including drawings, specifications, cut sheets and schedules and submit as a 95% CD submittal. (24 hrs.)

11. Revise the above submittal including drawings, specifications, cut sheets and schedules and submit as a 100% CD submittal. (24 hrs.)

12. Visit the site one time for one day during the design development or construction document phase for the purpose of completing and coordinating our work. This visit shall be solely at our choice of times and shall be solely for facilitating our work. Extension of this visit or additional visits for the purpose of meeting the needs of others shall be additional. (24 hrs.)

### Bidding Phase

13. Assist with the preparation of a bid list of qualified bidders for the systems specified. (2 hrs.)

14. Answer questions by bidders and issue addendums. (4 hrs.)

15. Assist with the review of bids. (2 hrs.)

### Project Management Phase

16. Conduct a shop drawing review to support the review by the architect. We will include in our specifications a requirement that the contractor provide shop drawings in a particular format meeting specific requirements for completeness and accuracy. We will inform the contractor that we will conduct two reviews, one initial review accepting or requesting improvements and another checking for those improvements and either accepting the shop drawings or rejecting them again. We will specify that additional reviews beyond the initial review and re-review will be at additional cost to be paid for by the client from funds due the contractor. Payment shall be at our hourly rate. The client shall be responsible for paying for all re-reviews of rejected or unacceptable shop drawings beyond those included in this agreement since we have

no contractual ability to withhold funds from the contractor. We believe that your project cannot be a success without thorough and accurate shop drawings. (8 hrs.)

17. Respond to RFI's by the architect and contractors throughout the construction process. (24 hrs.)

18. Prepare one (1) delta submittal during the construction management phase in which changes required by building modifications, change orders, field conditions, or other conditions are documented to the contractor authorizing changes to the work. This submittal will include a re-issue of the bid drawings marked with deltas and bubbles and re-issue of the specification also so marked and modified, and a narrative report that lists the changes being made. (22 hrs)

18. Visit the site for one day (plus travel time) when the conduit is substantially installed in order to verify correct placement of the components of the system. Since the detectors will be placed on back boxes provided under the electrical contractor's work, this inspection is necessary to assure that devices end up as specified. Prepare comments to the architect upon return to the office. (24 hrs.)

19. Visit the site for one day (plus travel time) when the security devices are approximately 2/3 installed and wiring is well underway. The purpose of this visit is to inspect the work of the security contractor to verify conformance with the specification. Prepare comments to the architect upon return to the office. (24 hrs.)

20. Visit the site when the system is complete and the contractor has called for the final acceptance test as specified. Conduct a device by device acceptance test as generally required by insurers. Review submittals required as part of the acceptance test process. Prepare a punch list for the architect. (24 hrs.)

21. Conduct a review of "as built drawings" to support the review by the architect. We will include in our specifications a requirement that the contractor provide as-built drawings in a particular format meeting specific requirements for completeness and accuracy. We will inform the contractor that we will conduct two reviews, one initial review accepting or requesting improvements and another checking for those improvements and either accepting the as-built drawings or rejecting them again. We will specify that additional reviews beyond the initial review and re-review will be at additional cost to be paid for by the client from funds due the contractor. Payment shall be at our hourly rate. The client shall be responsible for paying for all re-reviews of rejected or unacceptable shop drawings beyond those included in this agreement since we have no contractual ability to withhold funds from the contractor. We believe that your project cannot be a success without thorough and accurate as-built drawings. (8 hrs.)

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*This project will NOT include specifications and drawings under the stamp and seal of an electrical engineer. We assume that the Architect will provide a stamp and seal if required. Advise if this is necessary and is to be provided by us at additional cost.*

### Fees

*The above service is estimated to involve 366 hours including travel time at an hourly rate of \$145.00 per hour. We agree to perform the above services for a FLAT FEE of \$53,070.00. **EXPENSES** are additional. Work beyond the scope of this proposal and additional work necessitated by changes beyond our control is additional.*

### Professional Liability Insurance:

*Professional Liability Insurance: Steve Keller & Associates, Inc. carries \$1,000,000 professional liability insurance, which is paid for by us as part of our overhead and covers all clients. Higher limit blanket policies are not available due to the nature of the work we do.*

### Reimbursable Expenses:

*Expenses will be actual expenses incurred by us. Air travel is on our choice of air carriers. While we attempt to select the most economical carrier to meet your schedule, our primary concern is the safety record of the carrier and we therefore reserve the right to select carriers. Air travel is coach class whenever possible except as noted. Other typical expenses include but are not limited to mail and express delivery, phone and FAX, hotel, meals while traveling, blueprint and plotting service, etc. Plotting performed solely for in-house purposes are not reimbursable.*

*If a flight is delayed or cancelled due to weather or for other reasons beyond our control, we do not bill for additional time involved for the delays in transit. We bill only for the amount of time the trip would have required. If such itinerary changes cause additional expenses, we bill for those expenses. Travel time is normally portal-to-portal. If we purchase airline tickets at the lowest reasonable rate this sometimes means that they are not cancelable or refundable or may be changed with a substantial penalty. If Owner or the Architect cause a change in plans requiring a ticket change after non-refundable or partially refundable tickets are written, you pay all penalties or absorb the cost of additional tickets. If you wish for us to purchase airline tickets at full coach rates, which can be changed without penalty, please indicate by initialing here. (\_\_\_\_\_).*

### Lost Time:

*If Owner or the Architect cancel a planned trip less than 48 hours from departure time, we bill for eight hours additional work for lost time. This time is above and beyond not-to-exceed or flat fee quoted.*

Prompt Payment:

*We will bill monthly and payment shall be made promptly. Under no circumstance will fees or expenses be withheld from us for any reason without cause directly related to our work. Inadequate work by the contractor or others, including others on the design team, shall not be grounds for delaying payment to us for work we performed adequately.*

Scope Changes; Additional Fees and Expenses:

*Additional work, or scope changes, must be approved by one designated client representative in writing. All additional work beyond the scope of the project is at the hourly rate.*

Work Not Included:

*The following work is not included in this agreement:*

*a. We will provide some advice and assistance to you regarding the concealment of detectors and security devices from view but this work can be excessively time consuming and impossible to predict on any given project. We will endeavor to specify detectors and devices that are visually attractive. Additional work recommending or detailing means of concealing detectors or cameras in light cans or in walls, in obtaining samples of detectors or cameras for aesthetic review, or other similar tasks will be considered to be beyond the scope of this agreement. Please note that we are always generous with our time in this regard and have considerable experience in aesthetic issues of this type and this provision is intended only to limit our exposure to excessive requests.*

*b. Alternate Adds or Alternate Deletes require additional blueprint sheets, additional reference in the specifications, and/or additional references in the device schedules and almost always require a totally different alarm zoning scheme, different security closet configurations and different console design and engineering. Therefore, alternates are beyond the scope of this agreement. We may offer to submit alternates for the purpose of facilitating bidding and if we do so, this will be included.*

*c. Additional site visits or meetings not included in this scope of work are additional.*

*d. Additional revisions to the design or documents not indicated above are additional.*

*e. Changes which are "beyond the scope" for the architect are beyond the scope of our agreement unless specifically included in this agreement.*

*f. This fee is based on the assumption that the work will occur in AutoCAD (through Release 2006) and that drawings will be provided to us on CD in AutoCAD or "dxf" format. While we prefer drawings on disk, we will download drawings prior to each*

submittal from the internet if no download exceeds ten (10) minutes at the broadband rate. Architect will provide drawings in a standard and uniform format each time revisions are made. Any major changes in format that require us to incur more than one hour of set-up time will be billed as additional. The architect will provide a layer matrix or directory to reduce our time in preparing drawings for our use. If the architect requires that drawings be downloaded from the internet, we will have drawings plotted prior to our use at commercial rates and will submit the plotting invoice for reimbursement. Any requirement that we purchase new software or software updates may affect the cost of this work. Note that pending Homeland Security Standards will restrict the posting of security system drawings on FTP and similar sites. We will retrieve base drawings from such sites and will work with non-security drawings on such sites but we will transmit our security system drawings by other secure means that comply with national standards.

g. We will submit copies of all receipts for reimbursement. Copies, but not originals, of invoices will be attached to the invoice on which the charge appears. Any re-submittal of invoices lost, misplaced, or requested for re-submittal by the client for any reason will be at additional cost at the hourly rate.

h. If you require us to invoice in a specific format, you will honor and pay promptly all invoices submitted to you in our format before you have provided us with your preferred format. Provide us with your preferred format at the earliest possible time. If you require that invoices be submitted on a spreadsheet that computes percents or other data, you will provide a template to us of that spreadsheet. We will not be required to develop it.

i. If you have a security budget, we must know it in advance of beginning work. If you do not tell us your budget, we are not responsible in any way for working within it. We design a system that meets prevailing and de facto industry standards unless you tell us to meet a specific budget target. We are not responsible for re-designs of our system to meet a general building budget even if the architect's master contract with the owner obligates him to re-design to meet a budget. We have included two budget exercises in this scope of work to help stay within budget. Value engineering after the bids are received is beyond the scope of the agreement. Re-designs to meet budget are also beyond the scope of the agreement.

After receipt of an order which adds to the scope of services, Consultant may, at his discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay and reimburse the Consultant for such action and expenditure as set forth in this contract according to normal billing schedules.

#### Taxes If Taxable:

Should the State of Florida, the State where the project is located, or the State where the architect is located, or any other taxing authority impose any tax on the above

*services for which the project work is defined as taxable, you are responsible for the tax and we are authorized to bill for it and pay the tax as required by law. We will not bill for tax unless the law requires us to do so and you are subject under the law for paying it. This provision is specifically intended to address legislation discussed in several states that would tax architect, engineer, and consulting services and while no such legislation is known to be near passage at this time, it could effect this project before its conclusion.*

*Venue:*

*This contract shall be construed as to the laws of the State of California.*

*Warranty and Limitation of Liability:*

*The Consultant warrants to the Client that the material, analysis, data, programs and services to be delivered or rendered hereunder will be the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an Exhibit and executed by both the consultant and client. The Consultant makes no other warranty or fitness for purpose or merchantability. In no event shall consultant be liable for special or consequential damages, either in contract or in tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by consultant and, in the event that by reason of the difficulty in foreseeing possible damages, all liability to client shall be limited to One Thousand Dollars (\$1,000.00) as liquidated damages and not as penalty or the cost of the consulting service, whichever is less.*

*Steve Keller & Associates, Inc. does not warrant that its measures, recommendations, system designs, or other work product will prevent criminal activity, fire or disaster of any type or that the systems designed and recommended cannot be circumvented or disabled by criminals or will detect criminal activity or fire or disaster in every instance. Client and Owner acknowledge the need to procure adequate insurance coverage to protect themselves against the risk of such activity.*

*The Client fully understands that the Consultant is not an insurer and cannot insure the protection of the facility or its contents, collections, employees, visitors, or others. The protection of a public facility or private institution such as the client's facility cannot be insured without extraordinary measures being taken. The Client agrees that the Consultant is to recommend security measures, systems and equipment which are in his opinion reasonable in nature and the lack of additional recommendations will not be construed as errors or omissions of the Consultant. The Client will be given an opportunity to participate in and review the final recommendations for development of a security plan for the facility and by agreeing to that plan and adopting it, the Client accepts it as reasonable. The Client further understands that the concept of a museum where assets are displayed to the general public is contrary to and at odds with the principles of "good" security and that art objects cannot be displayed or even stored in*

*a museum without many risks. Total or even substantial elimination of those risks would require security equipment, policies and conditions which are not conducive to an academic or museum environment.*

*Except for reference and coordination purposes in connection with future additions or alterations to the work, the drawings, specifications and other documents prepared by the Consultant are instruments of the Consultant's service for use solely with respect to this project and unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Consultant's drawings, specifications and other documents for information and reference. The Consultant's drawings, specifications or other documents shall not be used by the architect or others on the project, or for completion of this project by others unless the Consultant is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Consultant.*

*The Client also recognizes that if the Consultant specifies a product or products by name or manufacturer he is doing so in an effort to meet the needs of the client as he understands them. The Consultant is an independent non-product affiliated consultant and benefits in no way from vendors or suppliers. The Client will not name or involve the Consultant in any action whatsoever involving product failure.*

*The client was party to recommending and agreeing to the scope of work, particularly the number of bid document submittals that the consultant is expected and obligated to participate in and the client has accepted this list of submittals as its choice of options. The client further understands that the consultant is willing to offer more submittals than those in this proposal but this proposal reflects the client's desires with regard to submittals and scope of work. Therefore, it is understood and agreed that additional submittals required regardless of what they are called or when they occur are beyond the scope of this proposal and will be billed at the hourly rate plus expenses. These include interim submittals often called "progress submittals", "review submittals", "coordination submittals", etc. if they are in addition to the submittals provided for in this negotiated and agreed upon scope of work.*

*Notices:*

*Notices pertaining to this agreement shall be sent to Consultant's address and Notices by the Consultant to the Client shall be sent to the Client's address. The Consultant takes his instructions from the Client on this project but is authorized to consult directly with any other party deemed appropriate by him in order to meet the needs and wishes of the Owner and scope of services outlined herein.*

*This proposal is valid for sixty (60) days from the date above unless signed.*

*I accept the terms and conditions of this proposal including the payment schedule.*

\_\_\_\_\_  
For the Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven R. Keller, CPP

\_\_\_\_\_  
Date

Please sign and date two copies of this proposal and return one of them to us. We will return one signed copy to you.