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# Using Professional Consultants In Preservation

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*by Ellen Beasley*

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Public agencies, private organizations, and individuals are increasingly contracting with consultants for specific elements of their preservation programs. The kinds of projects for which the professional services of a consultant might be sought by a preservation group include neighborhood and downtown revitalization plans, design guidelines for historic districts, cultural resource surveys, National Register nominations, historic rehabilitation certification, city-wide preservation plans, economic analyses for historic commercial districts, drafting historic zoning ordinances, research, development plans for individual historic properties, and feasibility studies for adaptive use projects. Guidelines for projects that involve specific building design and construction services are available from the American Institute of Architects.

The client i.e., the public agency, private organization, or individual that obtains the services of a professional may contract with a consultant on its own, or with another group. For example, a local historical foundation and the city planning department could fund and contract jointly for a project. The consultant who performs professional services under contract may either work alone or represent a large consulting firm. Consultations vary in length with a short-term contract being of one to three days' duration, or extending to two or three weeks. Long-term contracts can extend to a year or longer. Generally, short-term consultations are

computed on a daily or hourly basis, whereas long-term consultation fees are computed on a total project basis.

## Project Definition and Goal Setting

At what point and for what purpose a consultant is hired depend on each project and each community. The following three situations illustrate in simplified form the actions taken by a community or organization prior to obtaining the services of a consultant.

1. A small town with notable architectural and historical interest, but with limited financial and human resources, wanted to preserve its rural and historical character. A committee representing the town board and the local historical society met with the office of regional planning, the state historic preservation officer, the agricultural extension agent, and the county commissioners. Information was obtained on other small towns that had dealt with similar preservation problems and on state and federal programs for which the town might be qualified.

After studying these materials, the committee decided that one of its goals would be the nomination of the town and surrounding farmland to the National Register of Historic Places as a historic district. Because of limitations in staff time, the state historic preservation officer could not prepare the nomination within the desired time. The committee then learned the procedures and requirements for submitting a nomination and decided that the

townspeople could provide the historical documentation for specific buildings. However, the committee realized that no local person was qualified to evaluate the buildings or prepare the district nomination. At this point, the town board hired a consultant to conduct a survey and write the nomination.

2. An architectural review board was administering a local historic district without design guidelines other than vague references in the zoning ordinance. The board felt that more specific guidelines were needed to direct its decisions and outline acceptable renovation techniques for district property owners. Together, the city's support staff and the board analyzed the types of applications that the board handled and decided which issues the guidelines should cover. Neither the board nor the staff felt equipped to write them. With a small grant from a foundation, the board was able to hire a consultant who wrote the guidelines while the city staff provided graphic and printing services.

3. The planning department, preservation organization, and merchants in a sizable city wanted to implement a revitalization program in an older downtown commercial area. The city appointed a group to define the project and committed funding to hire a consultant to prepare a development plan. The group requested proposals from consultants for a scope of services. Included in these services were a survey with building evaluations and priorities, an economic study, coordination of all

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interested local groups, recommendations and specifics for preservation options, the establishment of a revolving fund, and design elements ranging from individual building designs to an organizational logo.

Responses from consultants indicated that city funding was not realistic for the services requested. The group raised additional funds. However, after reassessing the project, the group decided to use a portion of the money raised to employ a full-time project director who would establish the revolving fund and coordinate local groups or program elements that demanded continuing contact with local people. The economic analysis was accomplished by city planning staff with the help of the board of realtors, the city and county tax departments, and the chamber of commerce. The remaining portions of the scope of services were addressed in phases with a consultant hired to conduct a survey and make recommendations of districts and buildings that would qualify for the National Register of Historic Places. The consultant was also to make recommendations for benefits under the 1986 Tax Reform Act.

These examples show that the first step is usually for a community or element within a community to identify a broad goal, as in the first and third examples, or to identify a particular problem, as in the second example. Too frequently, however, a consultant is hired following a vague decision that a preservation program is desirable. If a contract is prepared, it too is vague. The consultant is left to define the project, there is little communication between consultant and client, and at the conclusion of the contract, neither party is satisfied.

Responsibility for a project lies with both the client and the consultant. However, the contracting agency or organization has the primary responsibility because it must define the project, outline the goals and steps to accomplish those goals, and implement the program. The client needs to appoint a group responsible for, and committed to, the project. If appropriate, this can be an already established group such as an architectural review board or a standing committee within an interested organization. If such a group does not exist and the proposed project has broad community implications, it may be necessary to appoint a group that includes representatives from all segments of the community that will be affected. This kind of representation helps to assure later support for the project.

The appointed group would have three immediate functions:

1. to begin the arduous but essential task of defining the purposes and goals of the project;
2. to investigate similar projects in other communities; and
3. to identify and assess potential local resources for the project.

At the preliminary stage, organizations have employed consultants effectively on a short-term, even daily basis, especially in communities where there is virtually no preservation program. Consultants can be helpful in focusing on a project, directing a group to resources, and offering feedback. However, for an extensive project, a long-term contract may not yet be advisable.

The contracting group must study the information and materials it has assembled and examine the steps and options required to accomplish the defined goals. For example, in the guidelines project (example 2), the archi-

tectural review board first determined that a publication for wide distribution was needed and then identified the issues to be included in it. The board also considered whether the board, the in-house staff, or the consultant was most capable of writing the guidelines. A long-term contract with a consultant was viewed as the preferred solution only after the board had done its homework, defined the project, and evaluated all available resources.

The downtown revitalization project (example 3) illustrates that the goal-setting process may require more than one attempt. In that case, and on the second try, it became evident that a full-time director to coordinate efforts and provide continuity was as important to the project as were consultants to do specific tasks. The client must look beyond the temporary involvement of a consultant because the latter is not the long-range implementer of the program. That role must be assumed by local people.

## The Scope-of-Services Statement

Once it is decided that a consultant is needed, a scope-of-services statement must be written. The scope-of-services statement should outline the purposes and goals of the project, including a description of the desired product and the methodology and work elements required to complete it. The statement is a document of major importance as it will be distributed to prospective consultants and eventually incorporated, probably with revisions, into the consulting contract. Preparing a scope-of-services statement can be difficult, especially for a long-term project and for an inexperienced group. I



fact, a group not willing to prepare a scope-of-services statement is not ready to hire a consultant.

In connection with the guidelines project (example 2), the scope-of-services statement indicated that the purpose of the project was to produce a publication that would provide direction for board decisions and illustrate acceptable renovation techniques to historic district property owners. The scope-of-services statement contained the following stipulations:

The consultant would begin work by attending board meetings and studying minutes of past meetings to become familiar with the client's history and operation. Using this information and the list of issues prepared by the board and the staff, the consultant would analyze the types of cases handled by the board, such as fences, siding, new construction, etc., and the building types and styles in the historic district. The consultant would present a detailed outline of the publication to the review board to be followed by a draft report, including examples of staff-prepared illustrations, which would also be submitted to the review board for study and revision. The consultant would then prepare the text of the report and select illustrations, with the staff executing graphics and preparing the layout under the consultant's direction. Before printing, the publication would be subject to final approval by the review board. Total project time was to be one year, with a specific work schedule to be determined after selection of the consultant.

For the small rural community (example 1), the scope-of-services statement indicated that the purpose of the project was to prepare a National Register of Historic Places nomination acceptable to the state historic preservation office, including the necessary survey to comply with National Register requirements. The scope-of-services statement contained the following work elements:

The consultant would be responsible for conducting a building-by-building survey, including appropriate maps, lists, and photographs. The community would provide the historical data under the direction of a designated project coordinator. A local committee would review the recommended district boundaries, evaluations and dates, as well as the nomination itself. The consultant would provide a short written report with recommendations for preservation activities and programs, the latter not being required for the nomination, but using the consultant's knowledge of the community. The deadline for the project was based on submission of the nomination at a specified quarterly meeting of the state review board.

While the scope-of-services statement should be as inclusive as possible, everything cannot be anticipated. In addition to the more tangible work elements of a project, the scope-of-services statement needs to define the consultant's role in the community process, i.e., whether the consultant will make public presentations, attend meetings, present interim reports to specific groups, or serve as an educator to various groups. This is one reason

## Printed Reports

If the scope-of-services includes preparation of a printed report, certain questions must be answered concerning production of the report.

1. Will it be given wide public distribution or serve as an in-house planning document?
2. Is a brochure version desirable?
3. How many copies should be printed?
4. Are large, color maps needed for display and preservation purposes? If so, what size?
5. Will the client produce and print the report?
6. Are volunteers to be used for historical research or photography?
7. Will maps, land-use data, survey forms, reports, etc., be provided at no cost to the consultant?

why many contracting groups, especially those beginning a major project, should approach it and consultant contracts in definable, manageable phases. If a contracting group flounders in drafting a scope-of-services statement, it may mean that the group has not done its homework or that the statement is too extensive.

A consultant hired on a short-term basis can be helpful in preparing a scope-of-services statement and defining a product for a long-term project. If a consultant recommends something different from what the contracting group envisioned, the latter should study these differences. The consultant's recommendations may be the best approach to defining the scope-of-services, but the client must understand why.

The length and complexity of a scope-of-services statement obviously reflect the extent of the project. Because a short-term project—particularly one of several days' duration—may not demand an involved scope-of-services statement, an abbreviated version can be prepared that answers the following questions:



1. Is the consultant to get an overview of an issue or problem and make suggestions and recommendations?
2. Is a written report to be submitted?
3. Will the consultant be making any formal presentation? If so, how many and for what purpose?

The success of both long- and short-term consultations depends on the client and the consultant both understanding the purpose of the project and the expected services.

### Setting the Fee

It is not easy to set fees for many preservation projects because of their variables. In the early stages of defining a project and writing the scope-of-services statement, the contracting group should investigate fees paid for similar projects in other communities. City planning agencies and private groups that have engaged preservation consultants in the past, as well as consultants hired on a short-term basis to help define the project, are good sources for information about setting fees. The contracting group should inquire if such fees were realistic from both the client's and the consultant's viewpoint and should also note when the project was performed. When the scope-of-services statement is circulated, it should include the specific dollar amount or the financial parameters of the project. The selection committee must be prepared to discuss fees, as it is difficult for consultants to write proposals without some idea of what the fees will be.

The fee for a short-term project is computed on a daily or hourly basis, plus expenses. Daily

charges for on-site consultation and the preparation of reports are likely to fall within the \$100 to \$350 range, with proportionate hourly fees. Fees may be lower or higher depending on the individual consultant. If several members of a firm are used, fees will differ depending on individual experience. Some consultants charge only expenses for travel on short-term projects, while others charge full-time or half-time rates for travel time plus expenses. The client may want to specify a per diem amount and a mileage limit. In making arrangements for a short-term consultation, the consultant and the client need to specify the time to be devoted to on-site work, travel and report preparation, and the fee to be paid for each.

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Long-term project fees are more difficult to set. For consultants, the most important factors in computing costs are estimating the work hours and the number and types of personnel required to execute the project. Other costs to be considered are supplies, printing, travel, clerical expenses, and a contingency fee usually 10 percent of the total project fee. In addition to direct costs, the consultant must include overhead expenses such as rent, heat, insurance, etc., in an amount proportionate to the project. When requesting proposals and negotiating a contract, the client should request a breakdown of these expenses.

If it is not feasible to do a project for the designated fee, some consultants may not submit a proposal, while others may submit a proposal setting what they believe is a reasonable fee for services requested, but indicating what portion of them they could accomplish for the designated sum. A selection committee may wish to request that proposals be submitted in this manner. This will help the committee determine if the designated fee is feasible, if the project may have to be reorganized into phases, or if additional money should be raised.

The cost of some work elements might be reduced. For example, the fee for a survey may be reduced by \$2,500, or another specified amount, if volunteers and the city staff do the historical research. However, in proposing such an arrangement, the client must weigh several factors, of which monetary consideration is only one. Can the client guarantee the commitment of people and time? Is the expertise and experience of a consultant more valuable than the money saved using volunteers? A consultant faces the possibility that certain work elements will not be provided adequately or on time, which means the consultant could make less money but spend more time on the project than defined in the scope-of-services statement.

Although consultants are willing to consider alternative fee arrangements, the client must recognize that it takes considerable time to complete many preservation projects and that the consultant should be compensated adequately. There is a tendency to view projects such as cultural resource surveys and neighborhood plans as taking less time than other types of planning studies. Frequently this



is not the case, and the allocated funds often barely cover the consultant's costs.

If computing costs—and therefore fees—are impossible at the start of a project, the wisest approach is to hire a consultant on a daily fee basis or a certain percentage of the designated money. He or she may do the basic work necessary to enable outlining a scope-of-services statement so that a fee can then be more realistically estimated. For example, a town may want a consultant to prepare a multiple resource nomination to the National Register of Historic Places. Although townspeople can supply basic historical data for specific buildings, no one, client or consultant, can begin to estimate time and cost until a preliminary survey is conducted. The consultant is hired on a daily basis for a maximum number of days to draw up a working list of buildings, sites, and groupings of buildings. Then it is possible to judge time and expenses for completion of the nomination, including photography, mapping, writing, and general research.

In other cases, the fairest approach may be setting an upper limit to a fee, something clients may want to consider for both short- and long-term projects. A consultant may think it possible to complete a research project in five days but wants to be covered should it take longer. The maximum fee is set at \$2,500 at the rate of \$250 per day. Thus, if a project takes six days, the client will be charged \$1,500. At the same time, the client knows that the fees will not exceed \$2,500 and that the consultant will assume costs over and above that amount.

## Selection Procedures

The people who will be working most closely with the consultant should be involved in the selection process. This may mean that the contracting group is also the selection committee. However, if that group is too large, a smaller committee may be formed.

There are several ways to request resumes and proposals and to conduct interviews with candidates. When a project is advertised, interested consultants should be asked to send resumes, samples, or descriptions of previous work. The committee studies the submitted materials and selects three to six candidates who are given information about the scope of services. Each candidate submits a proposal and is interviewed, after which the most desirable consultant is chosen. Another approach is for the committee to interview selected candidates and then rate them, after which a proposal is requested and negotiations begun with the top-rated consultant. If difficulties ensue with the chosen consultant, negotiations are suspended, and the committee moves to the second-ranking candidate.

Because proposal preparation and interviews are time-consuming and costly, and because such expenses are usually borne by the consultant, proposals tend to be more carefully prepared when the consultant knows that only a small number of candidates are being considered by the contracting group.

Never should the method for selecting a consultant be based solely on friendship or recommendation. The selection process must be treated as a business arrangement. Not to do so invites misunderstandings. If an organization is considering only one consultant, even if highly recom-

mended, an interview should nevertheless be held, and a written proposal or outline requested in response to a scope-of-services statement.

The selection process and schedule should be determined in advance. If not described in the scope-of-services statement or in an accompanying document, such as a covering letter, the contracting group should be prepared to answer inquiries from potential consultants regarding both the selection process and the deadline(s) for submitting materials. For extensive projects, consultants should have at least one month to prepare a proposal from the time the scope-of-services statement is received.

## Locating Candidates

Advertising is one of several ways to locate potential consultants. Ads can be placed in professional publications such as *Preservation*, the monthly magazine of the National Trust, *History News*, the monthly magazine of the American Association for State and Local History, and the newsletter of the Association of Preservation Technology.

Perhaps the best sources of consultant candidates for local projects are city agencies and preservation groups in towns and cities where there have been similar projects. State historic preservation officers and National Trust regional offices may be able to suggest communities that have undertaken such projects. Other consultants not interested in the project and with whom an organization has had good relations may be able to supply the names of possible candidates. The selection committee can contact directly those consultants in whom it is interested.

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## Advertising for Consultants

The advertisement should include a brief description of the project, any professional qualifications and experience considered necessary, the materials a consultant should submit, and the name and address of the contact person or organization.

CONSULTANT, (city, state).

The city of \_\_\_\_\_ requests resumes from consulting and architectural firms for the development of design guidelines for the (city) historic district; guidelines to be used by the historic district commission. This project is funded by a U.S. Department of the Interior grant, administered by the city of \_\_\_\_\_. Details of project will be provided to those who submit resumes. Salary commensurate with experience.

Contact (name and address).

Deadline for receipt of resumes is \_\_\_\_\_.

For short-term projects, and especially for daily consultations, the procedure for locating and selecting consultants is less involved than for long-term projects. Generally, consultants for such work are obtained through word-of-mouth recommendation. Clients should conduct a telephone interview or inquiry and request resumes and references from possible consultants, even when the consultation is only for a few days.

### **Selecting the Consultant**

If the selection process includes a preliminary review of qualifications prior to requesting proposals, the selection committee may want to check references at this point, especially those of the most promising consultants.

For most projects, it is desirable for selected candidates to submit either a proposal or a shorter proposal letter which addresses the work elements described in the scope-of-services statement and includes the names of the firm

member(s) who will be participating in the project. If a written report is part of the project, the proposal should demonstrate the consultant's writing ability. All proposals should be neat, well organized, and as succinct as possible in covering the necessary points. If the consultant recommends variations to the scope of services, are they valid? Does the proposal outline the staff by name, title, project responsibility, and time to be devoted to the project? Does the committee have a resume for each staff member listed in the proposal? The breakdown of expenses should reflect a reasonable allotment of the fee, so that enough money is available to cover the cost of the final report.

Inexperienced groups about to embark on a major project necessitating a long-term contract should review several proposals to make comparisons. Even though a group may be looking at only one highly recommended firm that is eager to do the project, a consultant should not be hired for a long-term project without seeing the project site. The contracting group and the consultant must have a good working relationship—a judgment that cannot be derived solely from correspondence or telephone conversations. In fact, the contracting group may find it advantageous to request an interview with all the firm members who will be concentrating on the project, as well as any proposed subcontractors. The consultant(s), in turn, should meet more than one representative of the client organization.

If a series of interviews are conducted with various consultants, the same arrangements, including a specified length, should be made for each interview. Consultants should be told

how many interviewers there will be and whether they are members of the organization's board, the selection committee, or the individuals with whom the consultant will be working.

If references are not submitted by the consultant, the selection committee should request them. The three most recent employers of the consultant should be contacted even if they are not among the references listed. The references should be asked if the consultant met contract requirements.

The selection committee should study the work consultants have done in other communities and should read their reports and publications. If questions arise, such as the ability to meet deadlines, the committee should speak with the potential consultant as well as with previous clients. Delays and difficulties can be due to factors beyond the consultant's control, such as a limited budget for printing or dependency on local people who were late in providing historical data.

When a contract involves the design of physical improvements and the group has not seen the work of a firm under consideration, a group representative should visit a city or town where the firm's work can be studied. Things can look quite different in real life from the way they appear in plans or slides. Moreover, such a trip is justified if the proposed design project involves a major expense and will have a major visual impact on the community. If designs for a previous project have not been executed, the selection committee should find out why. Again, the consultant may not necessarily be at fault.

After careful consideration of resumes, references, proposals, examples of previous work, and interviews, the selection committee



tee should try to match the specific needs of the project with the most qualified consultant, one with whom the contracting group and the community can work best. For example, an organization that owns a historic site wants a consultant to spend a concentrated three days with its board analyzing long-range goals. The consultant must possess enough sophistication and experience to assess quickly the existing operation and programs and to make future projections and recommendations. Therefore, this would not be a good consultation for a beginning professional.

In another situation, a community seeking a consultant to conduct a cultural resource survey has narrowed the choice to two consultants. The more established, larger firm proposes to do the work during a series of two-day trips. The younger, smaller firm suggests devoting one to two weeks to each trip, during which time the firm is willing to interact regularly with people in the community, including research volunteers. In this case, the selection committee may decide that there is an advantage to the smaller firm because it will leave in place a group of citizens who have been involved directly in the project.

Although consulting fees vary, the selection committee should not make a decision solely on that basis. Fees may be negotiable within reasonable limits. If the majority of consultants responding to a scope-of-services statement indicate that the designated project fee is too low, they are probably right. If only one firm proposes a much higher fee, the firm may be overcharging, it may not be interested in doing the project, or it may be the only firm that fully understands the time required to complete the project.

Local consultants should not be overlooked in the selection process. In fact, a local firm with previous involvement and knowledge of the community may offer an advantage over an outside firm. On the other hand, a fresh viewpoint or approach may be desirable, or local politics might make it difficult for the hometown firm to be effective. For sizable projects, collaboration between a local and an outside firm, which is not an uncommon arrangement, can offer the advantages of both. If such a collaboration is proposed, the selection committee must make certain that it understands what each firm will contribute to the project.

One way to finalize the selection is to hire the first-choice consultant on a short-term basis of perhaps two days. The consultant can be seen in a professional situation, provide advice regarding the contract and starting the project, meet a broader representation of the organization under more natural circumstances, and be reimbursed for time and travel. If this is a positive experience for both client and consultant, chances are good for the long-term relationship.

Once a consultant has been chosen, the selection committee should so inform each candidate that submitted a proposal. This courtesy should be extended in recognition of the candidates' time and effort and in consideration of the fact that consultants often consider possible, as well as actual, projects when arranging their schedules.

## Contract Preparation

Once a consultant is selected, work should not commence until there is a legal document defining the responsibilities and the obligations of both parties. The contract can take several forms. A contract letter is especially useful for short-term projects, while a contract that incorporates the scope-of-services state-

## Questions to Ask References

- Was the client satisfied?
- Was the relationship between client and consultant a good one?
- Was the contract deadline met?
- Were there any problems? If so, what were the causes?
- What has happened to the project since the contract was completed?

ment either as part of the text or as an attachment is best for long-term projects.

For a short-term project, the contract or contract letter should be read and signed by both parties prior to the consultation. The agreement should outline the purpose of the consultation, when it will be done, the fee and projected time for the on-site visit, travel and report preparation if a report or other materials are to be submitted, and financial arrangements, including a timetable for paying the fee and travel expenses. Usually in short-term contracts of two or three days' duration, payment is in a lump sum on receipt of a statement at completion, although some consultants may request a travel advance. If the project is on a daily basis, the client may want the exact number of hours specified.



Minor alterations will probably be made to the original scope of services during negotiations over a long-term project. Adequate time should be allowed to write the contract because it, too, may require changes. One party should prepare a draft aided by an attorney, and both parties should have an opportunity to suggest additions, deletions, or other changes.

Contracts for long-term projects should be as complete as possible and yet amendable, if necessary, by consent of both parties. The contract should include the following:

**1.** A clear identification of the contracting agency or organization (client) and the contractor (consultant).

**2.** An outline of work to be performed (the scope-of-services) and a brief description of the methodology to be used.

**3.** A list of firm members, collaborators, or subcontractors who will be involved in the project. This list may not be necessary for a project involving one small firm or one professional, but the client may find it desirable for projects requiring numerous professionals. Such a list, with the billable hourly or daily rates and the responsibilities of each person, will give the client more control over project personnel and will require the consultant to request approval of any staff changes.

**4.** The name of the group to whom the consultant is answerable—the contracting group, the board of the preservation league, the planning commission—and the name of the local project director or coordinator, including the person's name, title, and association.

**5.** A list of services and responsibilities to be shared by the contractor and the consultant. For example, a contract may specify that a final report be prepared. It should also set forth those elements for which the consultant is responsible. The consultant may supply a camera-ready manuscript with photographs and maps while the client prints the report. Work elements involving volunteers need to be defined, including who is responsible for training volunteers and to whom the volunteers report.

**6.** A list of materials and equipment to be supplied by both the client and the consultant. In a survey project, for example, the client may provide the film for the field photographs and the services and materials for the survey forms and final report while the consultant provides all other materials, including cameras.

**7.** A description of the product. If this includes a written report, there should be a system for review prior to final printing. The contract should also specify the schedule for the submission and the review of draft copies, as well as the number of draft copies or printed reports to be supplied by the consultant.

**8.** A performance or work schedule encompassing the commencement date and the completion date. Many grants and specially funded programs require that money be spent within a given time. The contracting group must be aware of these deadlines when scheduling a project and make them known to the consultant. The performance or work schedule should also include a procedure for monitoring the project with either written or ver-

bal deadlines for submission of interim reports. If there is an delay in signing the contract, the dates of the performance schedule should be adjusted accordingly.

**9.** A fee and payment schedule. There are a variety of ways to establish a payment schedule, but one rule is to hold at least 10 percent of the fee until the final product is accepted. For long-term projects, a payment schedule can be based on monthly or bimonthly invoices submitted by the consultant that itemize professional services, including an accounting of hours or days spent on the job by each firm member and their expenditures. The payment schedule can also be based on the completion of specific work elements or interim reports. Most long-term projects include a retainer fee paid to the consultant when both parties sign the contract. The fee varies but is usually at least 10 percent of the total contract and should be based partially on the outlay required of the consultant at the beginning of the project. The contract also should state that final payment will be made within a given period, usually one month, after receipt of all materials, or a consultant may request immediate payment on receipt of all materials. If the contracting group is printing a report, the final payment should be made on receipt of the final draft and other required materials.

**10.** A list of the monetary value for services, such as historical research, to be provided by the contracting group. It should be stated that if any of the services are not forthcoming, and the consultant assumes responsibility for their completion, the consultant will be paid for such services.



**11.** The procedure for travel reimbursement. In most long-term projects, travel expenses are included in the consultant's total fee. The contract needs to specify if there are any exceptions to this. It may be that the fee has been reduced, based on accommodations being provided. Should this arrangement not work, the contract should state that the contracting group will assume that cost. The contracting group may want to include per diem and mileage limits if travel expenses are not included in the total fee.

**12.** A determination of the ownership of materials and publications rights resulting from the project. For example, in a survey project this would include ownership of the survey forms and film negatives. The consultant may be given the right to use research and other materials in subsequent publications with the stipulation that the contracting group be given appropriate credit or with the approval of the contracting group for extensive use. The exact wording of such an acknowledgment of credit should be stated in the contract as should the manner in which the consultant will be identified in any use of the materials by the contracting group. If grant money requires a specific acknowledgment, this should also be stipulated.

**13.** The arrangement for the distribution of a report or other resulting publications. Distribution arrangements should state whether a report is to serve as an in-house planning document and, in such cases, whether the consultant may distribute copies to potential clients. Will copies be sold and, if so, by whom? Because publications resulting from proj-

ects funded by some federal monies cannot be sold, the contract should contain that restriction, if applicable. The contract should specify the number of free copies the consultant will receive if the contracting group prints a report. Should either party want more copies than the number specified, the contract should state whether those copies will be available at cost or at a charge agreed on by both parties.

**14.** A penalty clause to cover unreasonable project delays or delays in payment. Any penalty would be based on the percentage of money due. If the contracting group wishes to protect itself from unreasonable delays by the consultant in completing the project, the contract should indicate that timely performance is required and that any unreasonable delays will subject the consultant to liability for "liquidated damages." The attorney who is assisting in the preparation of the contract should be asked to prepare such a provision. For this purpose, it will be necessary to identify the amount of the financial loss that will be sustained by the group due to the delay, and give the group the right to collect that amount from the consultant or withhold that amount from any payments not yet made. Similar protection can be provided for the consultant if there is an unreasonable delay by the client in making payments of the amount due for services completed. This is usually done through a provision for the payment of interest at a specified percentage rate if payment is not made within a certain number of days following receipt of an invoice.

## Copyright

By the terms of United States copyright law, any person who produces an original creative work, such as written reports, photographs, illustrations, survey forms, or other original materials, is the owner of copyright and the resulting right to publish and sell such works. This rule applies unless there is a written contract provision by which the consultant agrees to transfer these rights to the client. If the contracting party wishes to acquire the exclusive, unrestricted right to use these materials in the future, the attorney who is assisting in the preparation of the contract should be asked to include a provision indicating that work is being commissioned as a "work made for hire." The consultant maybe given the right to use the research and other original materials created for the project in subsequent publications, provided that the contracting group is given credit or the right to approve of the proposed use. The exact wording for such an acknowledgment or credit should be stated in the contract, as should the manner in which the consultant will be identified in any use of the materials by the contracting group. If the project is supported by grant funds and the grantor requires that the source of the funding be acknowledged in any resulting publications, the wording for such an acknowledgment should also be stipulated in the contract.

**15.** An amendment clause that allows changes in the contract by mutual consent. If there are changes, they are usually in the scope-of-services or the end product and consequently affect the fee. The contract should state that changes will be incorporated in written statements attached to the original contract.

**16.** A termination clause allowing termination of the contract for just cause or by mutual consent. Usually the termination clause is written for the benefit of the contracting group. It should include a notification period and should specify that the consultant will receive com-



## Work Space

Locating work space can be handled in several ways. If a project is large enough, it may warrant the consultant's opening a temporary office, the usual arrangement for sizable architectural and planning projects. The expenses will be covered in the fee. For projects with a smaller budget that require occasional one- and two-week trips, the client should provide office space with enough room to organize and spread out materials. Some consultants prefer to use their hotel or motel room as an office because they do not have to maintain regular office hours.

pensation for time and materials expended up to the termination date, and that the contracting group will have the ownership of documents resulting from the project to that point.

**17.** Contracts for projects that are entirely or partly funded with federal money must include statements that the client is in compliance with government regulations concerning equal employment opportunity, audits, and inspections. Section 109, the nondiscrimination clause of the Housing and Community Development Act of 1974, must be complied with if the project is funded in whole or in part by the U.S. Department of Housing and Urban Development under the National Housing Act. The form this information will take will be supplied by the funding agency.

## Client-Consultant Relationship

Continuing, open communication from the beginning of a contract to its conclusion is the most important ingredient in creating a pro-

ductive and successful relationship between client and consultant.

Prior to a short-term consultation, and particularly a single visit of only a few days, the contracting group should forward to the consultant background information about the project, the sponsoring organization, and other related information, as well as a proposed schedule and list of people with whom the consultant will meet. The client and the consultant should discuss the schedule before the visit to ensure that everything is covered while allowing for unanticipated meetings or research. If on the scene for only a short period, the consultant should not have to spend time gathering basic material. For discussions or project inspections, the consultant will be able to deal best with small groups, and everyone who will be meeting the consultant in an official capacity should be well-prepared in advance. If the consultant is expected to address specific local issues or problems, the consultant should be allotted ample time to get an overview of the community.

Long-term contracts usually call for a series of on-site visits by the consultant. An appointed local project coordinator or director can expedite this initial phase of the contract, which includes a getting-acquainted period for gathering basic documents and publications, arranging preliminary sessions with pertinent individuals and groups, and locating and setting up a work space if the consultant is from out of town.

While some publicity may be desirable at the outset of the project, especially if the consultant will be contacting people throughout the community, the consultant should not have to spend time establishing credentials.

This can be established through articles in the local newspaper about the project and the consultant's background. Because local media may want to interview the consultant, he or she should be forewarned of any possible media interviews or other activities beyond participation in informal discussions with the contracting group. Any confidential matters should, of course, be clarified before interviews are granted. The contracting group should not make unexpected requests for speeches; the consultant can refuse legitimately to give a speech if it has not been stipulated in the contract.

Just as the consultant should be organized for each on-site visit, so should the contracting group's part of the project also be coordinated. After confirming with the consultant what should be accomplished on the next visit, it is usually more efficient for the contracting group to arrange any meetings. The consultant must be able to call a specific person to request information, documents, and advice. One function of the project director is to provide this kind of assistance, but, perhaps more important, the project director will give continuity to the implementation of the project and formulation of the next stage.

## Progress Reports and Meetings

Interim reports to the contracting group should be scheduled for a time when an optimum number of the contracting group can attend. The contracting group should not assume that a consultant, whether a local resident or not, will always be available. Furthermore, an out-of-town consultant may want to bring



documents, slides, or other materials to the meeting and may need time to obtain them.

Meetings with the consultant should have an agenda and should begin promptly. If the consultant is expected to conduct the meeting as well as make a report, that understanding should be made in advance. A record should be kept of all meetings between the contracting group and the consultant. Although the consultant may maintain a log, the contracting group should keep the minutes of business transacted in meetings and over the telephone.

Contracts for such activities as conducting a survey or writing a preservation plan frequently stipulate that the consultant provide resource materials and meet regularly to discuss preservation tools and programs with the contracting group and other interested people. This can be an exciting aspect of a project for the consultant, but can also be disappointing if the contracting group is not prepared to commit time, energy, and enthusiasm throughout the duration of the contract. A public official has noted, "Clients should be forewarned that unless they are working as hard as the consultant, they are not getting what they should out of their contract."

In a contract that involves the early phases of establishing a preservation program in a community, the consultant's major function may be to acquaint the contracting group with resources such as the state historic preservation office, the National Trust for Historic Preservation, the area planning council, and other groups. Although the initial contact may be between the consultant and the agency, it is the responsibility of both the consultant and the contracting group

to see that the latter is comfortable in its relations with these resources by the conclusion of the project.

The contracting group should not ask consultants to resolve local squabbles nor should consultants be subjected to discussions about personality conflicts among local preservationists. Consultants should be told if there are strong differences of opinion among the people or groups involved in the project. On the other hand, the contracting group rightfully should be leery of consultants who speak negatively of other clients or professionals.

*The contracting group should not ask consultants to resolve local squabbles nor should consultants be subjected to discussions about personality conflicts among local preservationists.*

Both the contracting group and the consultant must be careful not to divert too much of the consultant's time away from the project for which the firm was hired. This is a common problem: clients are eager to get as much professional advice for as many projects as possible while consultants may see it as leading to additional contracts. Some diversion is not unhealthy for either party, but it should be kept to a minimum. If the contracting group wants the consultant to meet someone in a situation that straddles social and professional purposes, the contracting group should schedule the activity with the consultant as soon as possible so as not to interfere with a tight work schedule. In addition, because it can be an

expensive practice for both parties, the contracting group should not ask consultants to make special trips for a single purpose.

Just as the consultant needs to adhere to a schedule, so the contracting group must provide on time those work elements for which it is responsible. For example, a consultant may be led to believe that the local group has nearly completed the historical research when in fact it has hardly begun. Should such a situation arise on the part of either the contracting group or the consultant, the only course to take is to be honest with one another and establish an alternate solution as soon as possible. In this particular case, it might result in an extension of the contract with the consultant being compensated as stipulated in the contract for the additional time required to conduct the research.

## Payment Schedule

The contracting group needs to make payments to the consultant as quickly as possible on receipt of the invoices and according to the contract schedule. If the contracting group believes that the work element on which the next payment is to be based is incomplete, the consultant should be told because the latter may feel that the work has been completed. On the other hand, a consultant is placed in a difficult position when payment is late for no apparent reason. The consultant already may have made a considerable financial outlay on the project and may be reluctant to spend more time and money, but risks delaying the entire contract if he or she does not proceed with the work. Consequently, maintaining work and payment schedules is important to both parties.



Periodically, the contracting group and the consultant should refer to the contract to ensure that its obligations are being met. Should it become obvious to either party that the original schedule is not realistic, or that some aspect of the scope of services needs to be reconsidered, discussions should be initiated immediately and, if necessary, the contract amended. Amendments to the contract, or a promise to execute a task, should be made in writing with copies to each party to avoid the possibility of later misunderstandings.

Differences between the contracting group and the consultant usually can be resolved if communication has remained honest and open. If a contracting group begins to have doubts about a consultant's performance, representatives of the contracting group and the consultant should discuss the situation immediately. The contracting group may conclude that the consultant is incapable of completing the project, at which time the contract is terminated and the consultant is compensated as specified in the contract. Or the consultant may be given a deadline to accomplish specific tasks. If these are completed to the client's satisfaction, the consultant continues working on the project; if not, the contract is terminated. Of course, the consultant may initiate such discussions in cases where the contracting group has not completed its portion(s) of the contract, or if payment has not been received. A contracting group should never negotiate with a second consultant while still under contract with the first.

Most contract work is completed without serious difficulty. If a review process is involved for a final report, the contracting group

should return the draft to the consultant with changes or additions as soon as possible. The consultant should not have to do an unreasonable amount of rewriting, however. The contracting group should understand which materials are to be relinquished by the consultant at the conclusion of the project, e.g., rough survey forms, working field maps, etc. Final payment should be made as soon as all requirements are completed and all materials received under the terms of the contract.

The submission of the report or the conclusion of a contract is the beginning of a new phase in the local preservation program. In assessing the completed task and defining the next step required to achieve long-range goals, the contracting group needs to examine and record its experience in contracting with the consultant so that the lessons learned can be applied if another consultant is needed.

A project involving a consultant can help create momentum in a community and should be viewed as part of the implementation process. A good consultant will want to know what has and has not worked and will appreciate receiving materials and publications resulting from the project. The project is, or should be, a dual learning experience even for the consultant who has been practicing for many years. Indeed, contracting groups should be suspicious of consultants who believe they have all the answers.

Even with the most comprehensive scope-of-services statement and contract, any client-consultant relationship involves trust, for the success of the project depends on both parties fulfilling their responsibilities and obligations.

## Acknowledgments

This booklet was written by Ellen Beasley, a preservation planning consultant who is based in Galveston, Tex. She has been a consultant since 1971, working with national, state, and local groups and agencies on a wide range of preservation activities. From 1966 to 1970, Ms. Beasley worked for the National Trust for Historic Preservation. The author wishes to acknowledge the assistance of Susan R. Garber, former Main Street Project Administrator, National Trust for Historic Preservation.

## Resources

American Institute of Architects. *Architect's Handbook of Professional Practice*, 12th edition. Washington, D.C.: American Institute of Architects, 1994. Contains the various legal documents used for design and construction projects. To order a copy call (800) 365-2724. The cost is \$225.

American Institute of Architects. *You and Your Architect* (Order #N802). Washington, D.C.: American Institute of Architects. To order a copy call (800) 365-2724. Free of charge.

*Getting the Most Out of Your Consultant*. Gordon W. Fuller. Washington, D.C.: American Planning Association. 1999. To order a copy contact American Planning Association, 122 S. Michigan Avenue, Suite 1600, Chicago, Ill. 60603. (312) 786-6344. [www.planning.org](http://www.planning.org). The cost is \$49.95 with a shipping and handling charge.



The appendixes that follow are not intended as model requests for proposals, letters, contracts, or scope-of-services statements. Rather, they are included to provide the preservation organization with a format that can be adapted to the needs of a specific project.

## Appendix A—Request for Proposal

*This request for proposal includes a scope-of-services statement that would be elaborated on in the contract.*

Dear Consultant:

After a thorough evaluation of your qualifications and credentials, the Architectural Review Board of the City of \_\_\_\_\_ (city), \_\_\_\_\_ (state), has elected to request that your firm submit a proposal to develop Design Review Guidelines for the city's Historic District, which comprises \_\_\_\_\_ blocks. Your proposal should reflect development of guidelines that can be adopted by the City Council in the form of an ordinance. The primary use of the guidelines will involve serving as directives for citizens proposing to renovate structures in the Historic District and providing members of the Architectural Review Board with an effective tool in evaluating renovation and construction proposals.

### ***Scope of Services***

Design considerations should be comprehensive concerning the overall environment of the city's Historic District. Your proposal should include, but not be limited to, the following specific areas:

1. An architectural inventory of all structures within the boundaries of the Historic District, including identification of architectural styles and forms, date of construction, and distinguishing characteristics;
2. Development of a site plan of the Historic District identifying building locations, controlling dimensions, important trees and shrubs, open space, and significant accessory buildings;
3. A discussion of features of each architectural style and/or form extant including chimneys, roofs, exterior walls, porticoes, etc.;
4. An identification of materials appropriate for use in rehabilitation of structures with specific examples of each architectural style;
5. Recommendations of number, size, colors, lettering, and construction materials for signs in the Historic District;
6. An identification of existing streets, sidewalks, and curbing construction within the Historic District and recommendations for replacement materials that will blend historically and aesthetically;
7. Recommendations of sites for new construction and acquisition of sites for open space;
8. A discussion of scale, materials, details, elements, roofs, and grounds for new construction in the Historic District;
9. Other elements that your firm believes would contribute to the development of comprehensive Design Review Guidelines.

A clear, concise description should be provided of the manner in which your firm would approach each of these elements of the guidelines. You would be working closely with the Architectural Review Board during the project and would be expected to provide verbal and written reports on a regular basis. At the conclusion of the project, we would expect a written report, including graphics, in addition to all survey forms, photographs, and original maps and drawings, the latter for display purposes.

Proposals should be received by the City of \_\_\_\_\_ on or before \_\_\_\_\_, and should indicate starting and finishing dates for the project along with your budget for completion of the project. The City has received a matching grant of \$\_\_\_\_\_ for the project, but publication costs will come from another fund.

If your firm desires more information on the Historic District, or if I may be of any assistance, please contact me.

Sincerely,

\_\_\_\_\_  
(name and title)



## Appendix B—Request-for-Interview Letter

*The scope-of-services statement referred to in this letter would be similar in format to that in Appendix C, Attachment 1, but would have less detail.*

Dear Consultant:

Enclosed please find a scope-of-service statement for the City of \_\_\_\_\_'s Historical Survey and Plan as formulated by the project sponsors, the City Preservation Board and the Preservation League. A selection committee is responsible for interviewing consultants and making recommendations to the City Council. Please let us know if you are interested in submitting your name or the name of your firm for consideration.

The interviews will be limited to approximately 30 minutes for each consultant. The committee will be interested in hearing any general suggestions you may have on the preparation and implementation of the survey and plan as outlined in the scope-of-services statement. The scope of services may need to be broader or more limited on certain elements. Please feel free to comment on ways that you would alter the scope of services to produce a more effective plan. There is a ceiling of \$ for the project, and we want an outline of the budget you would propose. Please be prepared to show the committee examples of previous projects that you have worked on, as well as a list of the personnel who will be involved in the project. A screen and projector will be provided, but you will need to bring any slides in a carousel. You will have to assume all travel costs.

We would like to conduct the interviews during the week of \_\_\_\_\_ through \_\_\_\_\_. Please let me know if and when you will be able to come during that week. If there is a conflict, please let me know so that I can notify the other committee members and see if there may be an alternate time.

Thank you for your interest. The committee is looking forward to meeting you and hearing your presentation. Please notify me if you have any questions about the scope of services or the interview procedures.

Yours very truly,

\_\_\_\_\_  
(signature and title)



## Appendix C—Contract for Long-Term Project

The contract is for a private preservation organization (client) with a close alliance to the city and involves a project for which federal money was received. Therefore, it includes numerous standard sections that would be required for clients from either the public or the private sector. The scope-of-services statement as well as the payment and performance schedules are provided as attachments to the contract.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between the (*name of client(s), city, state*) (herein called the "Client") and (*consultant*), (herein called the "Contractor").

### ***Witness That:***

WHEREAS, the Client desires to engage the Contractor to render technical and professional services hereinafter described in this document, including "Attachment 1," entitled "Scope of Services," which is attached hereto and made a part hereof for all purposes.

NOW, THEREFORE, the parties here to do mutually agree as follows:

1. **Employment of the Contractor.** The Client hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services set forth in the scope-of-services statement, included here as Attachment 1.
2. **Time of Performance.** The services of the Contractor are to commence no later than \_\_\_\_\_, 20\_\_\_\_, and shall be undertaken and completed as described in the payment and performance schedule, "Attachment 2," included here as Attachment 2. In any event, all services required hereunder shall be completed by \_\_\_\_\_, 20\_\_\_\_, with one additional requirement to appear before the City Council.
3. **Method of Payment.** The Contractor shall submit monthly fee statements for work hours expended and expenses directly incurred in performing contracted activities according to work performed and as described in the payment and performance schedule (Attachment 2). The statement shall present a complete list and tabulation of services rendered by the Contractor. The total amount to be paid to the Contractor under this contract for the work to be performed and all travel herein shall be an amount not to exceed \_\_\_\_\_ THOUSAND DOLLARS (\$\_\_\_\_\_). This amount is based upon volunteers providing historical research for specific buildings. Should the Contractor be required to assume that work element, an additional \_\_\_\_\_ THOUSAND DOLLARS (\$\_\_\_\_\_), or an amount proportionate to the research yet to be completed and mutually agreed upon by the Contractor and the Client, will be added to the fee.
4. **Personnel.** The Contractor will utilize the following firm members in executing this contract: \_\_\_\_\_. No other firm members or subcontractors can be used without the prior written approval of the Client.
5. **Obligations of the Client.** The Client will complete such requirements specified as the responsibilities of the Client in the Scope of Services (Attachment 1). In addition, the Client: (a) will furnish one (1) staff person, \_\_\_\_\_, to act as project coordinator, to assist the Contractor on a full-time basis, and to whom the Contractor will report; and (b) will furnish vehicles, other personnel, working space, materials, and clerical support for project activities as deemed necessary by the Client and Contractor.
6. **Identification, Publication and Distribution of Documents.** (a) All reports and other documents completed as a part of this contract, other than documents exclusively for internal use, shall carry the following notation on the front cover or a title page:  
"The preparation of this report, document, etc., was financed in part through a (*name of grant*) from the (*department*), and a matching grant from the (*name of client*)."  
together with the date (month and year) the document was prepared and the name of the municipality concerned. (b) No material produced in whole or in part under this contract shall be subject to copyright in the United States or in any other country. The Client shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract. (c) The Contractor may distribute copies of the printed report, but no reports may be sold. The Contractor is granted the right to future use of survey materials with the consent of the Client and with an acknowledgment agreed upon at the time of the request. (d) In any use of the material, either by the Client or the Contractor, the Contractor will be credited in the following manner: "Prepared by (*contractor*)."
7. **Changes.** The Client may require changes in the scope of services to be performed by the Contractor. Such changes, including any increases or decreases in the amount of the contract compensation and the time within which the contract is to be completed, which are mutually agreed upon by and between the Client and the Contractor, shall be incorporated in written amendments to this contract.
8. **Findings Confidential.** Any reports, information, data, etc., given to, prepared, or assembled by the Contractor under this contract which the Client request(s) to be confidential, shall not be made available to any individual or organization by the Contractor without the prior written approval of the Client.



9. **Termination of Contract.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least \_\_\_\_\_ days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports prepared by the Contractor under this contract shall, at the option of the Client, become the property of the Client, and the Contractor shall be entitled to receive just and equitable compensation for any such satisfactory work completed. The Client will be obligated to make payment only for the work and services performed by the Contractor prior to termination of this contract.

10. **Termination for Convenience of the Client.** The Client may terminate this contract at any time giving written notice to the Contractor of such termination and specifying the effective date thereof, at least \_\_\_\_\_ days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 9 above shall, at the option of the Client, become its property. If the contract is terminated by the Client as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this contract, less payments of compensation previously made. If this contract is terminated due to the fault of the Contractor, Paragraph 9 hereof shall apply. Notwithstanding the above, the Contractor shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of the contract by the Contractor, and the Client may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Client from the Contractor is determined.

11. **Equal Employment Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements

for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

12. **Interest of Members of the Client Organization and Others.** No officer, member, or employee of the Client Organization, and no member of its governing body, shall participate in any decision relating to the contract that affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly interested; nor shall any officer, member, or employee of the Client Organization have any interest, direct or indirect, in the contract or the proceeds thereof.

13. **Interest of Contractor.** The Contractor covenants that he or she presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

14. **Officials Not to Benefit.** No members of, or Delegate to, the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

15. **Examination of Records.** The Contractor agrees that the (agencies), or any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to the contract for the purpose of making audit, examination, excerpts, and transcriptions.

16. **Contractual Relationship.** It is agreed that the Contractor shall be an independent Contractor for the purposes of this contract. The Contractor shall not be considered the agent, the servant, or the employee of the Client for any purpose whatsoever. The liabilities of any kind arising from the performance of the contracted work covered by this contract and all amendments thereto are the responsibilities of the Contractor.

IN WITNESS WHEREOF, the Client and the Contractor have executed this contract as of the date first above written.

Client  
By: Name \_\_\_\_\_  
Title \_\_\_\_\_

Contractor:  
By: Name \_\_\_\_\_  
Title \_\_\_\_\_



## **Attachment 1**

### **Scope of Services**

City of \_\_\_\_\_ HISTORIC PRESERVATION  
SURVEY AND PLAN

This scope-of-services statement defines the respective responsibilities of the Contractor and the (name of client) for the preparation of a basic Historic Preservation Survey and Plan for the City of \_\_\_\_\_.

#### **A. PURPOSE**

The purpose of the citywide Historic Preservation Survey and Plan is:

1. An inventory and evaluation, hereafter called "SURVEY," of properties of potential historic, architectural, and/or cultural significance within that portion of the City of, indicated on Map No. 2\*, as described in paragraph B(1) herein;
2. Development of broad recommendations that outline a Preservation Plan for the City of \_\_\_\_\_, hereafter called the "PLAN"; and
3. Development of recommendations for the potential creation of a historic district in an area bordered by \_\_\_\_\_ Streets and indicated on Map No. 1.

#### **B. SURVEY**

1. AREAS. Two areas are to be surveyed. The first is indicated on attached Map No. 1. The boundaries as indicated are subject to change by mutual agreement between the Client and the Contractor after preliminary study of the area concerned by both parties. The second area is indicated on Map No. 2 and is intended as a guide to the SURVEY area as mentioned under PURPOSE above.
2. FORMS AND MATERIALS. The Contractor will develop along with the Client the survey forms that will be printed and supplied by the Client. In addition, the Client will furnish work maps, aerial photographs, land use data, and other appropriate materials that are existing, available, and necessary for the survey work. The Contractor will supply the film and camera.
3. ACTIVITY. The following guidelines will be applied:
  - (a) The SURVEY will include a listing or inventory that contains information relating to architectural style and/or form, past and present use, age (when determinable), ownership, and other key factors as deemed necessary by the Client and the Contractor.
  - (b) The SURVEY forms and photography, including processing, will be completed by the Contractor.

- (c) The SURVEY shall use public and private resources to the greatest extent possible. See Sections C and E.
- (d) Structures dating after 1930 will not be surveyed unless deemed necessary due to special historical, architectural or cultural significance.
- (e) Copies of completed SURVEY forms and photographs will be supplied at the conclusion of this contract to the State Historic Preservation Officer by the Client. The Client will be responsible for that transaction.

#### **C. VOLUNTEERS**

The Contractor will work closely with the Client Organization and other interested groups to coordinate and incorporate the efforts and talents of these groups as much as possible in the compilation of historical data regarding specific properties for which the Client will secure twelve (12) volunteers.

1. The Contractor will train the volunteers to collect historical data using instructions and forms prepared by the Contractor and printed by the Client.
2. The volunteers will be obtained by (date).
3. Volunteers will be responsible to the project coordinator. The latter will be responsible for the volunteers adhering to the research schedule.

#### **D. EVALUATION AND PRESERVATION PLAN**

The Contractor shall be responsible for the compilation and evaluation of the data collected during the course of the survey. The PLAN as developed shall include:

- (a) Summarized history of the growth and development of the city;
- (b) Analysis of the architectural styles, forms, and building types in the surveyed portions of the city;
- (c) General description of land use and building condition;
- (d) Survey results;
- (e) Maps of the area resources surveyed.

Recommendations shall be made regarding:

- (a) Legal controls including revision of local ordinances;
- (b) Sites and/or districts to be nominated/considered for protection on a local, state, and national level;
- (c) Improving land use, parking, traffic circulation, codes, etc., as relates to (b);
- (d) Demolition and relocation;
- (e) Responsibilities of public and private sectors in implementing a preservation program;
- (f) Preservation priorities and program phases.

\* Note: The two maps would be attached to the contract but are not included with this publication.



## E. COMMUNITY MEETINGS AND REPORTS

During the course of the project, the Contractor will meet with various community groups.

1. At the beginning of each second month, the Contractor will meet with the appointed project work group, which will include representatives from the public and the private sectors. A verbal and brief written report will be presented along with examples of work items completed.
2. The Contractor and the Project Coordinator will meet regularly throughout the course of the project with city planning staff.
3. At the conclusion of six months, or the halfway point, the Contractor will present a progress report to the City Council of the City.
4. When three-fourths of the project is completed, the Contractor will make a progress report to the City Council and the Planning Commission. It may take the form of a bus tour of the City.
5. The Contractor will present the findings in the final draft to a meeting of the entire membership of the Client and other invited groups or individuals.
6. The Contractor will present the printed report at a scheduled meeting of the City Council.

## F. FINAL REPORT AND COMPLETION OF CONTRACT

1. The publication of the plan will serve as an educational and planning tool and will contain the elements and recommendations listed in Section D, Evaluation and Preservation Plan.
2. The Contractor will submit for review a draft copy of the plan to the Client no later than \_\_\_\_\_. The Client will return the draft no later than \_\_\_\_\_. The final draft will be delivered camera-ready to the Client by \_\_\_\_\_. The Contractor is responsible for preparing all graphics and layout for the report. There will be no changes made to the final draft by the Client without consultation with, and agreement of, the Contractor.
3. The Client will be responsible for printing the plan within 60 days of project completion.
4. Thirty copies of the printed plan will be provided free to the Contractor. Additional copies will be available to the Contractor at cost.
5. A color and symbol coded map (1" = 1,000') shall be prepared by the Contractor and delivered to the Client. The map shall designate all significant structures and areas as determined by the study. A review copy of the map will be submitted to the Client for review and critique. The Client will receive a film negative of the map.
6. Maps, typed survey forms, one print of each site surveyed, negatives, and all other data developed by the Contractor during the course of the project will be due \_\_\_\_\_ and will become property of the Client. The Contractor will be responsible for coding the photographs and the negatives to the survey forms and placing the negatives in paper sleeves.

## Attachment 2

### Payment and Performance Schedule

DATE	PERFORMANCE SCHEDULE	PAYMENT
March 1	Work commences; initial meeting with work group outlining project; survey (retainer) forms designed and printed; windshield survey conducted to list sites to be researched; volunteers trained and given assignments; survey area in Map No. 2.	10% of fee (retainer)
April 1	Survey continues; meeting with volunteers.	8% of fee
May 1	Report to work group; survey in process of area in Map No. 2 nearing completion and commencing on area in Map No. 1.	8% of fee
June 1	Survey continues, with area in Map No. 2 completed; research for that area submitted; begin major concentration of area in Map No. 1.	8% of fee
July 1	Report to work group regarding area in Map No. 1; survey continues.	8% of fee
August 1	Survey and research for area in Map No. 1 completed by (date).	8% of fee
September 1	Report to work group regarding area in Map No. 1 and presentation of outline for preservation plan; survey materials checked, gaps determined and corrected; survey forms being typed and photographs printed.	8% of fee
October 1	Interim reports to membership and City Council; plan being written and recommendations formulated.	8% of fee
November 1	Draft of recommendations presented to work group; plan being written; survey materials being put in completed form.	8% of fee
December 1	Draft of plan submitted to work group; continue working on forms, maps, etc.	8% of fee
January 15	Draft returned to Contractor; plan put in final form.	8% of fee
February 28	Final draft and all survey materials and maps submitted.	10% of fee*
April 30	Plan printed and ready for distribution.	
Date to be Determined	Contractor presents printed plan to City Council.	

\* Ten percent of fee reserved for payment upon completion of project work by Contractor.



## Appendix D—Contract Letter for Short-Term Project

Dear Client:

Based upon our discussion of *(date)*, we propose to prepare for *(client)*, all forms, documents, and maps necessary to nominate the *(building name)*, located at \_\_\_\_\_ Street and \_\_\_\_\_ Avenue in *(city)*, *(state)*, to the National Register of Historic Places.

We agree to perform research adequate to prepare this nomination and to assume necessary expenses for travel to *(city)*, for typing, and for all incidentals reasonably a part of these items. It is understood that a copy of the abstract for the property and all necessary photographs will be provided to us at no cost by *(client)*. It is further understood that information gathered in this project will be given to *(client)* together with the completed nomination documents, but that in any future use of the material our firm will be credited. An abbreviated statement of architectural and historical information will be prepared by *(date)*, and the completed nomination will be delivered in time to be placed before the State Historical Review Board for review at their meeting, *(date)*.

The fee for this project will be \$\_\_\_\_\_, of which \$\_\_\_\_\_ will constitute a retainer, with the remainder due upon delivery of the completed nomination documents to *(client)*. Work will commence upon receipt of the retainer. The \$\_\_\_\_\_ fee is based upon the premise that sufficient usable information concerning the *(building)* will be readily available and that the project will involve the equivalent of approximately \_\_\_\_\_ days of work to complete. We fully anticipate that this will be sufficient time to prepare the nomination, but should additional time be required because of the unavailability of needed material, the final fee will be adjusted by agreement of both parties according to the rate of \$\_\_\_\_\_ per day.

Signature of this letter by an agent of *(client)* and payment of the stated retainer is intended to create a binding contract between *(consultant)* and *(client)* for performance of the above-described project.

Sincerely,

\_\_\_\_\_  
(Representative, Client)

\_\_\_\_\_  
(Consultant)



## Appendix E—Contract for Short-Term Project

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the (client) in (city), (state), (herein called the "Client") and (consultant), (herein called the "Contractor").

### **Witness:**

FOR AND IN CONSIDERATION of the mutual covenants herein contained, the Client and Contractor agree as follows:

#### **I.**

Contractor shall render professional services of evaluating the possibility of establishing a commercial historic district in (city), (state), which professional services shall consist of the following:

- A. Making a reconnaissance of city blocks being considered for a historic district and shown on map to be provided by the Client;
- B. Making a reconnaissance of historical structures throughout the City of (city), (state); and,
- C. Preparing a written narrative report. The report shall contain recommendations on the suitability of a historic district, the uses most economically feasible in the district, the character of the structures and grounds, and the degree of their architectural and historical importance in the city.

#### **II.**

Contractor shall complete the work described in Paragraph I by \_\_\_\_\_, 20\_\_\_\_. The Client will have ownership of the report. Any use by the Contractor will require permission of the Client.

#### **III.**

The Client shall pay Contractor \$\_\_\_\_\_ per day for each day and a maximum of \_\_\_\_\_ days that Contractor is actually engaged in providing the professional services to the Client described in Paragraph I (A through C). The term "day" is herein defined to mean the space of time that elapses between two successive midnights. Payment will be made within one month of receipt of the report and an invoice from the Contractor. In addition, the Client shall pay Contractor travel expenses, which shall include only the following:

- A. Contractor's lodging and meal expenses, not to exceed a maximum of \$\_\_\_\_\_ per day;
- B. \$\_\_\_\_\_ per mile for travel to and from (city) from Contractor's city of residence, if Contractor elects to travel by private automobile;
- C. Payment of regular tourist fare for a round-trip ticket for travel plus parking and ground travel at \_\_\_\_\_ per mile between (city) and Contractor's city of residence, if Contractor elects to travel by airline. Contractor will not be paid for travel time.

#### **IV.**

The Client representative who will administer the contract and be the direct contact between the Client and the Contractor is (name), (title), (organization).

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and dated the day and year first above stated.

BY \_\_\_\_\_  
(Project Director/Representative)  
(Client )

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

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Consultant)

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



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