

**COUNCIL ACTION FORM**

**SUBJECT: SUBCONTRACT WITH WILLIAM C. PAGE FOR CONSULTING SERVICES TO ASSIST THE CITY OF AMES IN THE PREPARATION OF THE COLLEGE HEIGHTS INTENSIVE AND ARCHITECTURAL SURVEY, PHASE 1**

**BACKGROUND:**

A Request for Proposal (RFP) for the College Heights Intensive and Architectural Survey, Phase 1, was sent to three consultants with expertise and experience in conducting surveys of historic structures. Of the three consultants who received the RFP, one responded with a proposal to do the project. Mr. William C. Page, a Public Historian and Preservation Planner from Des Moines, Iowa has presented the City of Ames with a proposal that meets the evaluation criteria for this project, as described below.

Evaluation Criteria

- Meets the Secretary of the Interior's Professional Qualification Standards.
- Experience in completing projects that are similar in type and focus.
- Ability to work with volunteers.
- Training and presentation experience and skills.
- Writing skills.
- Quality of references from other clients.

Mr. Page meets the Secretary of the Interior's Professional Qualification standards. He has experience conducting multiple historic surveys of properties in Ames. Mr. Page surveyed and evaluated the architectural and historic resources of the Old Town Historic District through an intensive survey of each property in the district. In 1992, he completed an intensive survey of buildings in downtown Ames. In addition, Mr. Page has conducted numerous intensive surveys in communities throughout Iowa.

There is a proven ability to work with volunteers, as evidenced by the survey work performed by Mr. Page in Ames involving intensive and reconnaissance level surveys, as well as the Historic Preservation Plan he is currently preparing for Ames. For each of these surveys, he has demonstrated his skill in training such volunteers.

Presentation and writing skills are again evident in the reports Mr. Page has produced for each of the survey projects he has conducted in the community.

References Mr. Page has provided include the Jones County Historic Preservation Commission, the Adel Historic Preservation Commission, and the City of Des Moines.

For each of these clients, he has conducted intensive cultural resources surveys, as well as individual and historic district National Register nominations.

As a public historian who has completed numerous historic and architectural surveys of Ames, Mr. Page possesses in-depth knowledge of Ames that makes him uniquely suited to carry out this planning project.

The budget for the survey is summarized as follows:

Total Grant Funds Awarded:	\$17,145.75
City of Ames Contribution:	\$ 3,832.71
Time Devoted by Volunteers:	<u>\$ 8,550.00</u>
Total Project Cost:	<u>\$29,528.46</u>

The City of Ames has been awarded a Certified Local Government (CLG) grant for \$17,145.75. The remainder of the project cost (\$12,382.71) is composed of salaries for City staff involved in the project (\$2,602.81), the cost of postage, digital photography, and photocopying (\$1,229.90), and the "in-kind" match of time devoted by volunteers (\$8,550).

The actual dollars (\$1,229.90) to be spent on this project out of the City of Ames budget (not including staff salaries) is equal to 4.1% of the total project cost.

The total cost of consulting services by Mr. William C. Page is \$17,145.75. This equals the amount of the grant awarded to the City of Ames for this project.

The attached "Subcontract with Consultant" describes the project to be conducted, as well as the commitments on the part of the Consultant and the City to complete the College Heights Intensive and Architectural Survey, Phase 1.

The project must be completed by June 30, 2009, to receive the CLG grant funding awarded to the City of Ames to conduct this project.

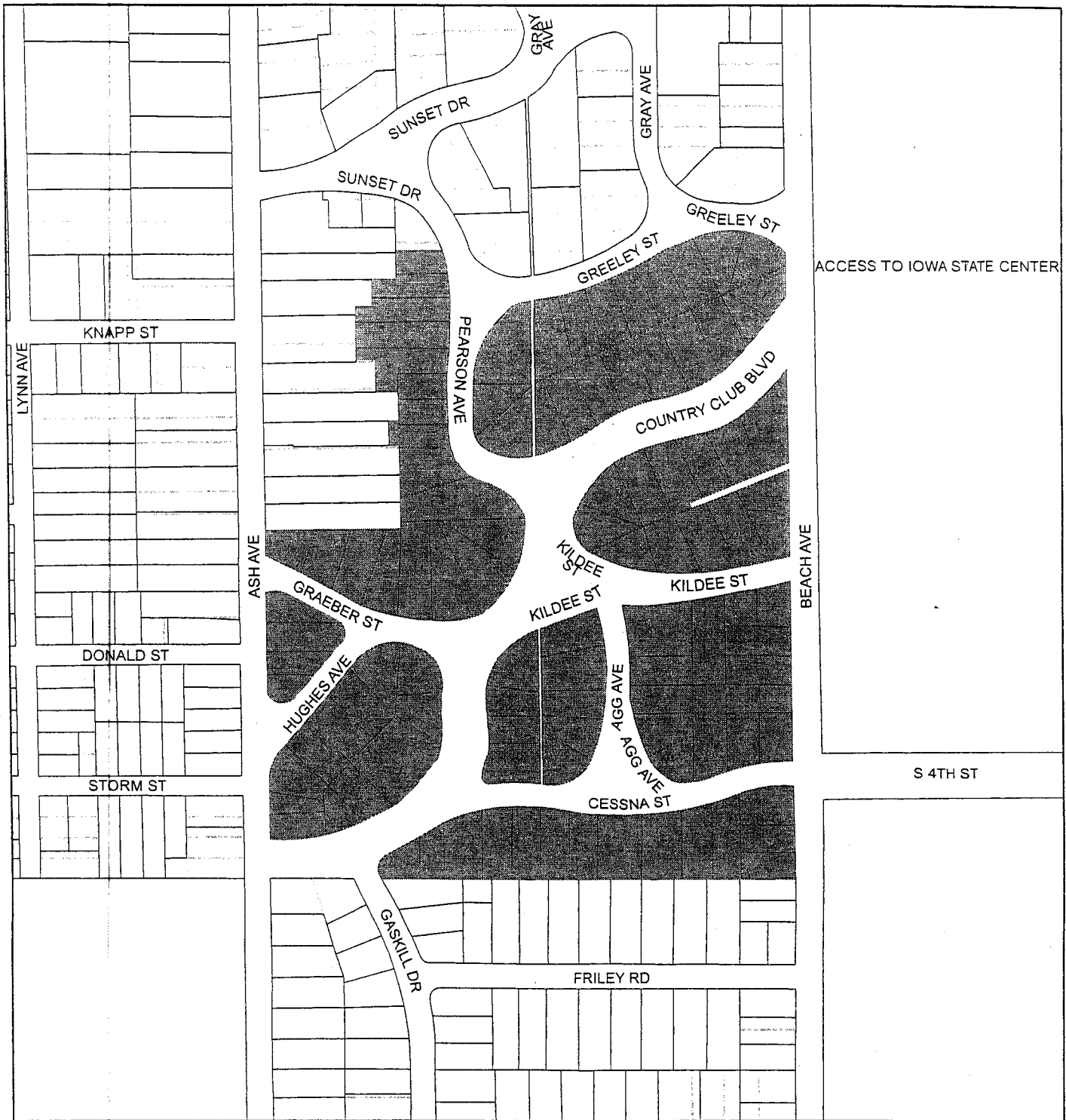
### **ALTERNATIVES:**

1. The City Council can approve the Subcontract with William C. Page for Consulting Services to assist the City of Ames in the Preparation of the College Heights Intensive and Architectural Survey, Phase 1.
2. The City Council can deny approval of the Subcontract with William C. Page for Consulting Services to assist the City of Ames in the Preparation of the College Heights Intensive and Architectural Survey, Phase 1.
3. The City Council can refer this item back to City staff for additional information and/or changes.

**MANAGER'S RECOMMENDED ACTION:**

This project has been identified by the City Council as one of the top priorities in the Work Program for the Planning and Housing Department. The College Heights Intensive and Architectural Survey, Phase 1, will provide the community with documentation of the architectural and historical significance of this unique and significant residential area. It is anticipated that findings in "Phase 1" of this project will lead to "Phase 2," which would be the preparation of a National Register nomination to designate this neighborhood as a National Historic District. As a public historian who has completed numerous historic and architectural surveys of Ames, Mr. Page possesses in-depth knowledge of Ames that makes him uniquely suited to carry out this planning project.

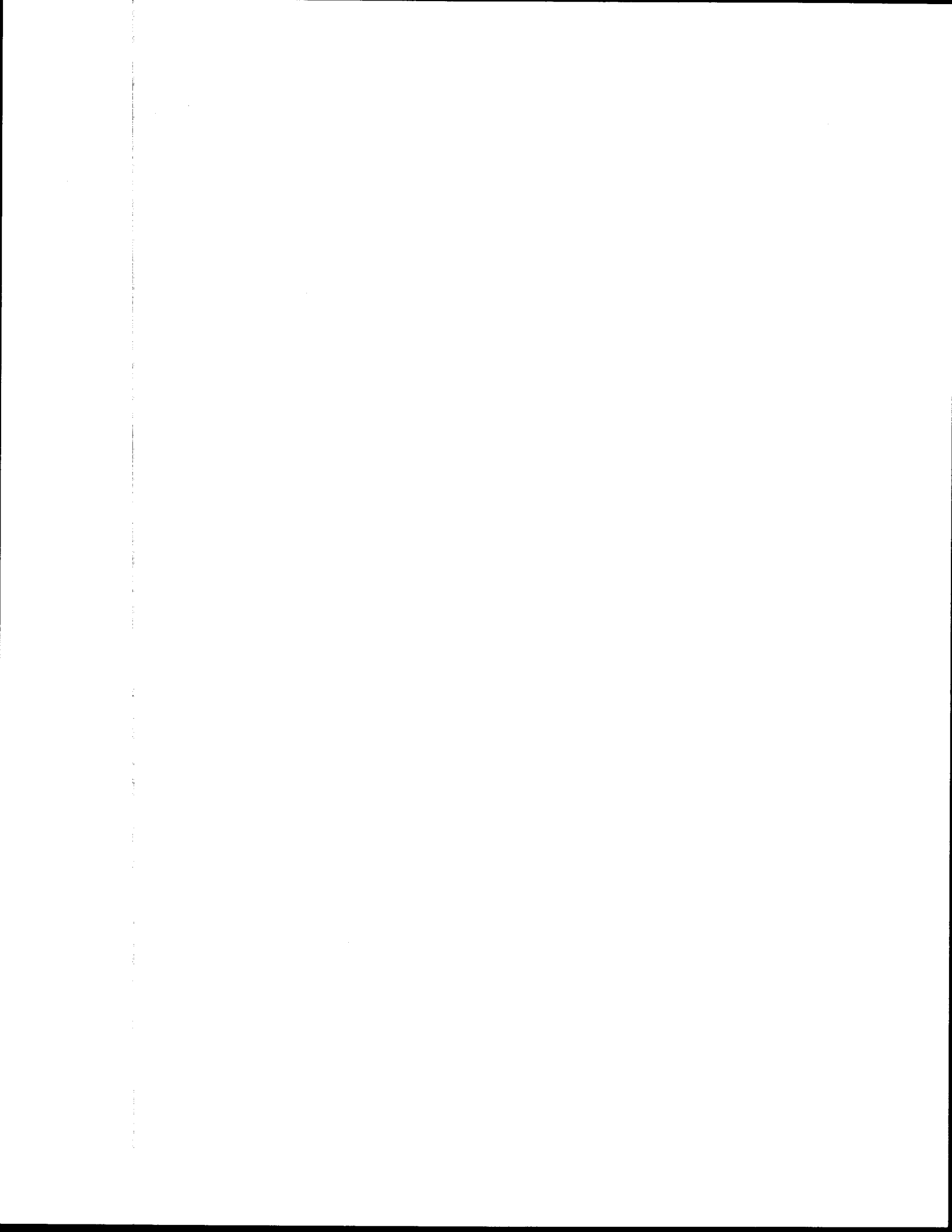
Therefore, it is the recommendation of the City Manager that the City Council approve the Subcontract between the City of Ames and William C. Page, Consultant, for the preparation of the College Heights Intensive and Architectural Survey, Phase 1.



## Survey of Selected Properties in the College Heights Subdivision



\*Properties to be surveyed are shown as "shaded" on this map.



## **SUBCONTRACT WITH CONSULTANT**

### **A CONTRACT FOR CONSULTING SERVICES TO ASSIST THE CITY OF AMES IN THE PREPARATION OF THE COLLEGE HEIGHTS INTENSIVE AND ARCHITECTURAL SURVEY, PHASE 1.**

This agreement, entered into this 15<sup>th</sup> day of July, 2008, by and between the City of Ames, hereinafter referred to as "CITY" and William C. Page, hereinafter referred to as "CONTRACTOR"; witnesseth:

In order to accomplish the objectives of an Intensive and Architectural Survey for the College Heights Subdivision, the CITY and the CONTRACTOR for considerations and other conditions below, agree as follows:

1. The CONTRACTOR agrees to assist the COMMISSION in the performance of the College Heights Intensive and Architectural Survey, Phase 1 as follows:
  - A. The CONTRACTOR will provide professional expertise and guidance to volunteers and other stakeholders, which guidance includes, but is not limited to, leading training and project-related work sessions, instructing volunteers on conducting specific project activities, providing handouts to volunteers and stakeholders as necessary, assisting volunteers in locating reference materials, and guiding volunteers in completion of forms and paperwork; to consult with members of the public on matters related to the project, especially homeowners who possess information on neighborhood history; to conduct some research and to collate the results of volunteer recordation and research efforts; to evaluate properties for potential significance and non-significance; to further develop historic contexts outlined in the Fourth Ward reconnaissance survey; to make reports at the Ames Historic Preservation Commission meetings every three months to update the district's homeowners, Channel 12 television viewers, and the Ames Historic Preservation Commission on the project's progress; to prepare draft and final project reports; and to complete the HADB form, as specified in the attached Contract between the CITY and the State Historical Society of Iowa, hereinafter referred to as the State Contract.
  - B. The local project director will act as a liaison between the consultant and the AHPC, City staff, and project volunteers as necessary; submit completed monthly progress reports to the State Project Manager during the course of the project; submit requests for reimbursement along with documentation to the State CLG Coordinator; submit requests to the City of Ames to pay the consultant; maintain documentation of local match details; prepare the one-page report; submit draft and final products to the State for review and comment; receive from the consultant the final State grant products and oversee their copying and distribution by City staff to the Ames City Council, the State, the Ames Public Library, and other appropriate repositories.

The CITY will provide suitable people, hereinafter referred to as "volunteers," to perform duties delegated by the consultant, including, but not limited to, conducting research, photographing properties, working with digital photographic files and prints, writing up architectural descriptions and historical information on surveyed properties, completing data entry for site inventory forms, compiling electronic information in a form compatible with future use in proposed historic resources database and for AHPC website distribution. Several volunteers are professionals in the fields of architectural history, landscape architecture, and

historical research, who will use their expertise to further the intensive survey research and help other less experienced volunteers.

- C. The CONTRACTOR will train the volunteers in the proper techniques for conducting specific project activities, locating reference materials, and in completion of forms and paperwork.
- D. The CONTRACTOR will also periodically review the work product produced by the volunteers to determine its quality, and the CONTRACTOR will conduct additional training of the volunteers as necessary to maintain the quality of their work product as required by the State Contract.
- E. The CONTRACTOR will prepare the following products, as required by the State Contract:
  - a. Two (2) copies of a research design that meets the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation. One (1) copy of the research design will be sent to the STATE for review and comment and the CITY will retain one (1) copy for its files.
  - b. The title page of the draft and final reports and any other publications produced for this grant project shall carry the following acknowledgments:

**"The activity that is the subject of the College Heights Intensive and Architectural Survey, Phase 1 has been financed in part with Federal funds from the National Park Service, U.S. Department of Interior. However, the contents and opinions do not necessarily reflect the view or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."**

**"This program received Federal funds from the National Park Service. Under Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior strictly prohibits unlawful discrimination in Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P. O. Box 37127, Washington, D.C. 20013-7127."**

- c. Consultant will prepare one (1) copy of survey report for review and comment by the Historic Preservation Commission (HPC); the report will be complete and will include the information typically found in a Multiple Property Documentation Form (MPDF). This draft will be accompanied by five (5) to ten (10) fully completed typed Iowa Site Inventory forms for recorded properties.
- d. Following the review of the draft survey report by the HPC, prepare three (3) revised draft copies of survey report; the report will include the information typically found in a Multiple Property Documentation Form (MPDF). This draft will be accompanied by five (5) to ten (10) fully completed typed Iowa Site Inventory. One (1) copy of draft report and inventory

forms will be sent to the STATE for review and comment; one (1) copy will be available for public review and comment; and one (1) copy will be retained by the CITY for its files.

- e. For properties with standing structures, take a minimum of one (1) black and white photograph of each surveyed property; have two (2) black and white prints made for each photograph, with the assistance of volunteers. Digital photographs are acceptable (see general requirements for digital photographs above).
- f. Two (2) contact sheets and one (1) set of negatives for each roll of black and white film used during the survey; place one (1) contact sheet in a Print File preserver sleeve and the negatives for each roll of film in Print File preserver sleeves and submit these to the STATE. The CITY will retain one (1) contact sheet for each roll of black and white film for its inventory. Digital photographs are acceptable (see general requirements for digital photographs above).
- g. For properties with standing structures, take color slides on 35mm Kodachrome slide film of representative resource types, with the assistance of volunteers. Each color slide taken should be duplicated and all slides should be labeled. The original set of color slides, placed in Print File preserver sleeves, should be submitted to the STATE. The duplicate set of color slides should be kept by the CITY. Digital photographs are acceptable (see general requirements for digital photographs above).
- h. Two (2) typed copies of Photograph & Slide Catalogue sheet for each roll of black and white or color film and for each roll of color slide film; the STATE will receive one (1) copy Photograph & Slide Catalogue sheet for each roll of black and white and for each roll of color slide film; the CITY will retain the other set of typed, completed Photograph & Slide Catalogue Sheet.
- i. For properties with standing structures, two (2) finished sets of completed, typed Iowa Site Inventory forms for each recorded property, with the assistance of volunteers. Attach at least one black and white photographic print, enclosed in a Print File preserver sleeve, to each completed set. Digital photographs are acceptable (see general requirements for digital photographs above).
- j. The Print File preserver sleeve, containing the photograph, should be stapled to the completed Iowa Site Inventory form. Do not staple through the photograph. One finished set of completed typed Iowa Site Inventory forms will be sent to the STATE. The other set will be retained by the CITY and filed in its property inventory.
- k. A minimum of twelve (12) copies of the final project report, to include eleven (11) bound copies and one (1) unbound, print-ready master copy; six (6) bound copies and one (1) unbound, print-ready master copy will be submitted to the STATE; five (5) bound copies will be kept by the CITY.
- l. Three (3) copies of one page report summarizing project results. Two (2) copies will be sent to the STATE and one (1) copy will be retained by the CITY for its files.
- m. The final report will also include a results section which states the following information:



- total number of properties surveyed during this project
  - types and numbers of historic resources previously surveyed (i.e., prior to this contract)
  - types and numbers of historic resources newly identified (i.e., not already in the Iowa Site Inventory)
  - number of acres surveyed
- n. One (1) completed, typed Historic-Architectural Data Base (HADB) encoding form for summarizing report information. The completed HADB form will be submitted to the STATE.
- o. Final report saved to a CD which will be sent to the STATE; this document shall be a Word document converted into Adobe Acrobat PDF format. The CD and its case will be labeled with name of the project, county and state, CLG grant number, consultant's name and date. If digital photographs are used, these must be saved to a CD labeled as described above.
2. The CITY will pay the CONTRACTOR an amount not to exceed \$17,145.75 for services and expense reimbursement under this contract. The CONTRACTOR will be paid at a rate of \$50.00 per hour. The number of hours spent by the CONTRACTOR in fulfilling the terms of this Contract shall be reflected on a billing submitted to the CITY. The billing shall specify hours by date and project phase.
  3. The CITY shall reimburse the CONTRACTOR for automobile mileage up to approximately 1,350 miles at the rate of 44.5 cents per mile, and a Consultant per diem of \$103 per day for a maximum of 15 days.
  4. The terms of this agreement shall begin upon the execution of this contract by the Chief Elected Official (Mayor/Chairman of the County Board of Supervisors) and shall terminate on June 30, 2009.
  5. The CITY may terminate this agreement at any time by giving notice by certified mail to the CONTRACTOR at 520 East Sheridan Avenue, Des Moines, Iowa 50313. In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment shall be based upon the number of hours as certified by the CONTRACTOR times the hourly rate, plus expenses.
  6. The CONTRACTOR may terminate this agreement by giving a 21-day notice by certified mail to the Chief Elected Official (Mayor/Chairman of the County Board of Supervisors). In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment shall be based on the number of hours worked as certified by the CONTRACTOR times the specified hourly rate, plus expenses.
  7. Reproduction and use of the reports and documentation produced from this agreement shall be at the discretion of the CITY.
  8. The CONTRACTOR'S obligation and duties under this Contract shall not be assigned without the permission of the CITY.
  9. In performing the functions set forth in this agreement, it is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that all work performed hereunder shall

be conducted in a professional and satisfactory manner. Furthermore, the CONTRACTOR shall hold harmless the CITY for any injury or damage caused by the acts or omissions of the CONTRACTOR on employees or agents and the CONTRACTOR agrees to indemnify the CITY for any such injury or damages.

10. This certification is required by Section 1352, Title 31, U.S. Code. The sub-grantee certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form 1963 "Disclosure Form to Report Lobbying," in accordance with instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

\_\_\_\_\_  
CONTRACTOR: William C. Page

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY OF AMES: Honorable Ann Campbell, Mayor, City of Ames

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
BY Douglas J. Marek  
DOUGLAS J. MAREK  
CITY ATTORNEY