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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of HISTORICAL RESOURCES

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

June 17, 2020

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

The Department of Natural and Cultural Resources respectfully requests permission to award a Certified Local Government Grant to the Town of Rye (VC #177470) in the amount of \$20,000 for creation of design guidelines for the Town's Local Historic District effective upon Governor and Executive Council approval through September 30, 2021. 100% Federal Funds.

Funding is available in account, Federal Preservation Programs, as follows:

	<u>FY 2021</u>
03-035-035-354010-14450000-072-500575 Grants Federal	\$20,000

**EXPLANATION**

The Division of Historical Resources is required to set aside 10% of its federal funds received through the Historic Preservation Fund for Certified Local Governments (CLG). Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG funds and New Hampshire has 25 CLG communities. No match is required for this grant.

The Town of Rye will utilize the grant to hire a qualified architectural historian to help create illustrated design guidelines that will help educate the residents of the Local Historic District about how to update their properties in ways that are compatible with the historic character of the area. The design guidelines will also assist the historic district commissioners with the ability to better regulate proposed changes within the Local Historic District. Information of this nature will improve the Heritage Commission's ability to render decisions about proposed changes in the District in a more informed way.

Respectfully submitted,

Sarah L. Stewart  
Commissioner

GRANT AGREEMENT Grant # CLG-P20AS00020-04  
NH-20-10029

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the Town of Rye (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: Pending G&C Approval – September 30, 2021
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$20,000 and apply it to the project(s) described in the grant application and approved budget referenced herein. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

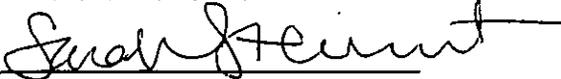
An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

**The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views 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.**

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

3. PAYMENT will be made according to the schedule in section B of the attached appendices, following Governor and Executive Council Approval, if applicable.
4. FINAL REPORT: The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DIVISION HISTORICAL RESOURCES



Sarah L. Stewart,  
Commissioner

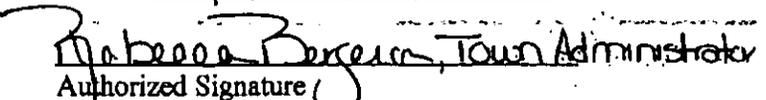
Date

Approved as to form, substance and execution:

 6/30/20  
Office of Attorney General Date

GRANTEE

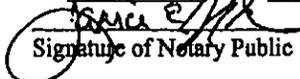
Name Town of Rye  
Address 10 Central Road  
Rye, NH 03870

  
Authorized Signature

Date May 14, 2020

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 14 day of May 2020

  
Signature of Notary Public

JANICE E. IRELAND  
Com Notary Public NH  
My Comm. Expires Jan. 23, 2024

#### EXHIBIT A: SCOPE OF SERVICES

- A.1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards for Planning, Identification, Evaluation and Registration, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:  
(a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.  
(b) Schedule: Begin date: Pending G&C Approval and end date: September 30, 2021.  
(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Planning, Identification, Evaluation and Registration.
- A.4. The Project Notification for this project is incorporated into Exhibit A.
- A.5. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.

#### EXHIBIT B: GRANT PRICE AND METHOD OF PAYMENT

- B.1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit A above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed Twenty Thousand Dollars (\$20,000) subject to:  
(a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;  
(b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and  
(c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than twenty-five percent (25%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.

B.3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

B.4. Invoices and progress reports shall be submitted to the Division of Historical Resources on a quarterly basis as follows:

October 31, 2020

January 31, 2021

April 30, 2021

June 30, 2021 Project Completion Deadline

September 30, 2021 Final Project Report Due

#### EXHIBIT C: SPECIAL PROVISIONS

C.1. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.

C.2. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant as soon as the Audit has been completed. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.

C.3. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.

C.4. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

C.5. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit C.

**Municipality Certification of Authority**

I, DONNA DeCotis (Name), hereby certify that I am duly elected Clerk/Secretary of RYE (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on May 11, 20 20, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Rebecca Bergen Admin<sup>strator</sup> (Name and Title of Official) is duly authorized to enter into contracts or agreements on behalf of Town of Rye (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of May 11, 20 20. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

DATED: May 14, 2020 ATTEST: Donna M. DeCotis  
(Clerk/Secretary of Municipality)

STATE OF New Hampshire  
COUNTY OF Brockingham

On this the 14 day of May, 20 20, before me Janice Ireland, the undersigned officer, personally appeared Donna DeCotis, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Janice Ireland  
Justice of the Peace / Notary Public

My Commission Expires: **JANICE E. IRELAND**  
Notary Public - NH  
My Comm. Expires Jan. 23, 2024



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>®</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>®</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>®</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>®</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>®</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>®</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>®</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of Rye 10 Central Road Rye, NH 03870		<b>Member Number:</b> 284	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>®</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
	Description	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> In regards to the CLG Grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.					

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex <sup>®</sup> - NH Public Risk Management Exchange
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Road Concord, NH 03301					By: <i>Mary Beth Powell</i>
					Date: 5/15/2020    mpurcell@nhprimex.org
					Please direct inquires to: Primex <sup>®</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of Rye 10 Central Road Rye, NH 03870	<b>Member Number:</b> 284	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply (if Not)	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange  By: <i>Mary Beth Purcell</i> Date: 5/26/2020    mpurcelk@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Road Concord, NH 03301			

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 18 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Rebecca Berger</i>	TITLE <i>Town Administrator</i>
APPLICANT ORGANIZATION <i>Town of Bye</i>	DATE SUBMITTED <i>May 19, 2020</i>

# PDP

PRESERVATION  
DESIGN  
PARTNERSHIP, LLC

*Architecture / Planning*

*Historic Preservation*

30 South 17<sup>th</sup> Street  
Suite 1301  
Philadelphia, PA 19103  
t 215 . 842 . 3388  
f 215 . 501 . 7299  
www.pdparchitects.com

#### PARTNERS

Dominique M. Hawkins,  
AIA, LEED AP, NCARB  
George C. Skarmas,  
PhD, AIA, FAPT, AICP,  
NCARB

#### SENIOR ASSOCIATES

John M. Evans, AIA, LEED AP

#### ASSOCIATES

Lisa Soderberg

January 28, 2020

Ms. Mae Bradshaw, Chairman  
Rye Historic District Commission  
Town of Rye  
10 Central Road  
Rye, NH 03870

**RE: Historic District Guidelines**  
Proposal for Professional Services

Dear Ms. Bradshaw:

We are pleased to submit our proposal for the preparation of *Historic District Guidelines* for the Town of Rye's Historic District.

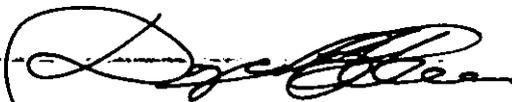
Preservation Design Partnership, LLC [PDP] was created in 1995 to offer the highest quality research, planning and design services in the field of historic preservation. Over the last 25 years, PDP has forged an impressive record of accomplishments in a wide range of historic preservation practice areas, including preservation planning, design guidelines, project management, state-of-the-art surveys, and small restoration projects. I have personally served as preservation review officer for several municipalities, and as a member of the Philadelphia Historical Commission and chair its Architectural Review Committee.

Recently, PDP has successfully completed the *Historic Design Guidelines* for Portsmouth and Exeter, New Hampshire, the City of New Orleans, the Village of Oak Park, Illinois; the Town of Newton, Massachusetts; the Town of Fort Lauderdale, Florida; and the *Guidelines* for New Orleans' French Quarter.

We feel that PDP is uniquely qualified to prepare the *Historic District Guidelines* for the Town of Rye and we hope to work with the Town and the Historic District Commission in successfully completing this project.

Thank you in advance for your consideration. Should you have any further questions regarding our proposal, please do not hesitate to call us.

Sincerely,



Dominique M. Hawkins, AIA, LEED AP, NCARB  
Partner, Managing Principal

Attachment: Résumé – Dominique M. Hawkins

## PROJECT SCOPE

It is our understanding that the scope of the project is to prepare *Design Guidelines [Guidelines]* for the Town of Rye's Historic District. The *Guidelines* will encourage the preservation of historic structures within the context of ongoing economic development and new construction.

Based upon our understanding of the project scope, the *Guidelines* will include:

- General information for applicants, including clarification of the design review process, The Secretary of the Interior's Standards for Rehabilitation, and architectural terminology
- Information on the treatment of existing exterior building elements such as roofs, woodwork, masonry, windows and doors, and porches
- Information on the treatment of site features such as fences, walls, walkways, driveways, parking, decks, lighting, sheds, garages, and outbuildings
- Information on commercial building issues including storefronts, signage, and accessibility
- Information on sustainability and "green" technology within a historic context, including solar panels.
- Information on new construction within a historic context

## PROPOSED PROJECT APPROACH & SEQUENCE

Based on our experience with similar projects and our understanding of the Town of Rye's goals, we anticipate the following cycles of work:

### Information Gathering and Review

It is anticipated that the Town of Rye will provide access to documents that will be useful in preparing the *Guidelines*, such as:

- Electronic copies of all existing Town plans and documents regarding Rye's historic resources, including [but not limited to] Town regulations regarding historic properties and photographic inventories of existing locally and nationally designated properties
- Street maps, data, and aerial photos that illustrate relevant conditions within the historic district or areas of architectural importance
- Current Town of Rye Master Plan
- Applicable Zoning Ordinance sections including Signage
- Previously approved development plans for sites or properties in the historic district
- Printed material for public meeting[s] and minutes of prior meetings
- Existing HDC Guidelines, Applications, descriptions of application procedures, and any additional planning studies for the Town of Rye

### Kick-Off Work Session

To complete this project, PDP recommends the creation of a *Guidelines Committee* [Committee] to include representatives from each of the key project stakeholders, including the Project Manager [Mae Bradshaw], additional Town Staff members of the Historic District Commission [HDC], and additional Town staff as appropriate. It is assumed that an individual will be selected to serve as a unified point of contact for PDP throughout the duration of the project.

Following a review of pertinent information, PDP will attend a Kick-Off Work Session with representatives of the Committee. The agenda for this Work Session will include:

- Overview of available documentation and resources
- Summary of key issues to be addressed and ways to monitor progress on their resolution
- Confirmation of Scope of Work and overall content
- The format of the final document and its means of distribution [i.e., booklet and/or web-based downloads]
- Discussion on the Schedule and Sequence of Tasks
- Feedback and acceptance of all key dimensions contained in the proposal for preparing the *Guidelines*

In our experience, there are three key issues that should be resolved early in the project in order to ensure a successful result:

**Approach:** There are generally three approaches to *Guidelines*: prescriptive, performance-oriented, and “how-to” guidelines. Prescriptive *Guidelines* mandate certain design solutions, such as thirty-foot setbacks for new construction. Performance-oriented *Guidelines* acknowledge that several possible design solutions may meet a desired qualitative outcome, [i.e. that new buildings should appear to be set back from the street a distance similar to that of historic structures in the area], although the desired effect of an architectural change must be clearly stated. “How-to” *Guidelines* provide general step-by-step procedures and are more maintenance and hands-on related, and can be a helpful tool in providing information to property owners, whether they are hiring a contractor or considering completing the work themselves. In our experience, the most effective *Guidelines* tend to combine the three approaches in a manner that addresses the unique characteristics of a municipality and its historic resources.

**Format:** It is our recommendation that the *Guidelines* would be formatted for printing as booklet and presented in a PDF file format that could be downloaded from the Town of Rye’s website. Photographs and drawings can be used to illustrate architectural and regional vocabulary, as well as appropriate and inappropriate alterations. The text would describe various materials and building systems, provide information regarding maintenance and repair, and identify appropriate treatment approaches.

**Organization:** For the purposes of this proposal, we are assuming that the final *Guidelines* will include **forty pages of text**, formatted to be printed on twenty double-sided pages with single-spaced, ten-point font and include a minimum of fifty digital photographs, drawings or illustrations. Historic images and the current Historic District boundary map will also be included, if provided electronically by the Town of Rye. To balance the number of pages against the content that will be most significant to the property owners and the Town, we would work with the Committee to agree on the number of pages to address the various sections and topics to be covered by the *Guidelines*.

#### **Historic District Resource Assessment & Photographic Documentation**

Regardless of what available documentation may exist in the form of historic research, detailed district surveys and photographic documentation, it is imperative that the individuals who are responsible for the preparation of the *Design Guidelines*:

- Perform a basic survey of the Historic District
- Verify the contents of the existing documentation
- Photograph the historic resources
- Following the Kick-Off Meeting, we will analyze the character of the Rye Historic District and begin to complete the photography for the *Guidelines*. PDP will also begin the process of taking photographs of streetscapes, buildings and features that will be used to illustrate the *Guidelines*.

#### **PROJECT MEETINGS**

We anticipate attendance at no more than three [3] project-related meetings as follows:

- Kick-off meeting with Committee
- Kick-off meeting with community residents
- Presentation to the public, Planning Board, Historic District Commission, and Town Commissioners

To minimize project-related expenses, it is anticipated that the required meetings will be scheduled in a manner to allow multiple meetings in a single trip, or to be conducted online. As described in our Project Assumptions below, we have assumed a maximum of two [2] trips to Rye for the duration of the project.

## PROJECT SCHEDULE

Based upon our understanding of the Project, we recommend the following project schedule:

- By 05/15/2020 PDP receives notice of project award
- By 06/15/2020 Kick-off meetings with Guidelines Committee and community residents scheduled
- By 08/31/2020 Draft of Guidelines completed and submitted for review and comment
- By 09/30/2020 Presentation to Planning Board, Historic District Commission, and Town Commissioners
- By 10/15/2020 Final submission of Guidelines

As described in our Project Approach, we will work with the Committee during the Kick-off Meeting to prepare a detailed schedule for the review and submission of each section of the *Guidelines*.

## PROJECT ASSUMPTIONS

In submitting this proposal we are making the following assumptions:

- As detailed in the Proposed Table of Contents, the final *Guidelines* document will be 40 pages in length, excluding covers, and will include a minimum of 50 photographs and illustrations.
- All photography will be conducted with digital cameras.
- All drawings included in the *Guidelines* will be selected from PDP's extensive library of images. No new drawings will be prepared.
- The Town of Rye will provide all maps required to be incorporated into the *Guidelines* as well as a history of the Town if so desired.
- The Committee will make arrangements for all required meetings including notifications and meeting space, and distribution of documents for review.
- The Committee will make arrangements for all travel and associated expenses to review Lunging, White, and Star Islands as they deem necessary for the completion of this project.
- PDP has budgeted to provide up to two drafts of the document for review: a preliminary draft for the Committee and a revised final draft for the project Stakeholders and the public. All drafts will be submitted electronically. A requirement for more than two drafts would require an adjustment to the total proposed fee.

- The Committee will review all Stakeholder and public comments and provide consolidated direction to PDP regarding all draft submissions within ten days of receipt in a single, consolidated format.
- The final submission will consist of two [2] bound color copies of the final document, with covers; and an electronic copy in a PDF format.
- PDP has budgeted to provide up to two [2] trips to Rye for the duration of the project. A requirement for more trips would require an adjustment to the total proposed professional fee and associated expenses.

If any assumptions were made in the preparation of this proposal that do not meet the intent of the Town of Rye, PDP will be happy to clarify our assumptions and if necessary, provide a proposal for any adjusted services required.

**FEE PROPOSAL**

All work as identified in this proposal is to be completed by Ms. Hawkins and a Technical Staff member of PDP. We propose labor compensation in the sum of \$ 20,000.00 [twenty thousand dollars] plus expenses [estimated at \$3,500] to complete the forty-page *Design Guidelines* as outlined in this proposal:

Proposal Breakdown	Total
Research	\$ 1,000.00
Field Investigations & Photography	\$ 5,000.00
Draft Preparation	\$ 6,600.00
Final Preparation	\$ 1,500.00
Meetings & Presentations [3 max]	\$ 2,400.00
<b>Labor for Guidelines</b>	<b>\$ 16,500.00</b>
Estimated Expenses – Not-to-exceed [2 trips max]	\$ 3,500.00
<b>Total Proposed Fee</b>	<b>\$ 20,000.00</b>

### ADJUSTMENT OF SERVICES

In addition, based on our experience with previous projects, there are several optional services that PDP can provide to add value to the final *Guidelines* product. PDP would be pleased to provide a proposal for additional services including the following tasks:

- Additional meetings and/or presentations beyond the three [3] meetings described in the Project Meetings section of this proposal
- Additional trips to Rye beyond the trips described in the Project Assumptions section of this proposal
- Prepare additional text beyond the 40 pages identified in this proposal.
- Provide a navigable on-line version of the *Guidelines*.
- Assist the HDC in obtaining estimates for additional printing and online publishing of the *Guidelines & Standards*.
- Prepare updated HDC applications.
- Meet with the Committee to make recommendations on how to formally adopt the *Design Guidelines* as part of the Town Code.
- Review and update of the Historic District Commission Ordinance.

## RATES & EXPENSES

### Reimbursable Items

Although the nature of the work does not dictate fixed expenses, we propose not-to-exceed reimbursable expenses in the amount of \$3,500.00 for the Project's duration. This fee includes airfare, lodging, meals and other travel related expenses for Ms. Hawkins and a Technical Staff member; in-house printing for the preparation of the *Design Guidelines* and final printing and binding. Reimbursable items will be billed as follows:

8½ x 11 black & white photocopies	\$ .15/page
8½ x 11 color photocopies	\$ .30/page
8½ x 11 color cover stock	\$ 1.00/page
11 x 17 black & white photocopies	\$ .30/page
11 x 17 color photocopies	\$ 1.00/page
Binding	\$ 3.00/each
Compact disk	\$ 2.00/each
Mileage	Current Federal Rate
Airfare, car rental, etc.	at Cost
Food & lodging per diem per person	\$193-\$245/day*
Miscellaneous products/processes	at Cost

\* 2020 GSA Per Diem rates for lodging in Rye ranges from \$120/day in June to \$168/day in July and August+ 10% tax or \$132-\$184/day, and for meals is \$61/day, for a total of \$193-\$245/day.

### Hourly Rates

As described in our proposal, our Fee Proposal is for the forty-page Rye Historic District *Design Guidelines* document. Rather than calculating additional pages at an hourly rate, each additional page would be billed at a rate of \$300 / page when added during the Draft Preparation phase of the project.

All other services, including additional meetings and travel will be billed at hourly and reimbursable rates. PDP's hourly rates for 2016 are as follows:

▪ Managing Principal - Ms. Hawkins	250.00
▪ Technical Staff	100.00