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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

May 16, 2019

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Historical Resources (DHR), to enter into a **SOLE SOURCE** contract amendment with Peter E. Randall Publisher (VC #298699), Portsmouth, NH to publish the expanded second edition of *Preserving Old Barns: Preventing the Loss of a Valuable Resource* by: (1) expanding the scope of services by increasing the page count of the book from 112 pages to 160 pages and the copy run from 3,000 copies to 4,000 copies; and (2) increasing the contract amount by \$7,571 from \$18,853 to \$26,424. The original contract was approved by Governor and Executive Council (G&C) on December 5, 2018, Item #72A. **100% Other Funds**

Funding is available as follows:

	<u>FY 2019</u>
03-35-35-350010-34000000 Administration	\$5,621
054-500528 Trust Fund Expenditures	
03-35-35-354010-19680000 Barn Preservation Donations	<u>\$1,950</u>
103-500634 Contracts for Op Services	
<b>Total:</b>	<b>\$7,571</b>

**EXPLANATION**

The Historic Agricultural Structures Advisory Committee – also known as the Barn Committee – is one of the advisory committees administratively attached to the DHR. Established by the State Legislature, the Barn Committee has successfully promoted historic barn preservation and assisted barn owners for 20 years. One of its signature projects has been the publication of *Preserving Old Barns: Preventing the Loss of a Valuable Resource* in 2001. Since then, 6,000 copies in several printings have been sold and the book is now out of print. The Barn Committee consistently receives requests for another edition.

The Barn Committee is publishing an updated and expanded second edition of the popular book and over the last 2 years has been creating new content and working with the approved vendor, Peter E. Randall Publisher (Randall) of Portsmouth. Since January 2019, Randall has worked with the Barn Committee to assemble all of the additional new content and photography. The initially estimated page count of 112 has now increased to a final count of 160 pages due to the addition of new material, increasing the cost of production. Items 5 and 7 in Exhibit A, vendor's scope of work approved December 5, 2018, anticipated the possibility of an increased page count following typesetting.

Additionally, projections for the sale of the book and inquiries from bookstores throughout New England have increased during production as well and Randall is now recommending a print run of 4,000 copies rather than the initially suggested print run of 3,000 copies.

To accommodate the increased page count and projected demands for *Preserving Old Barns*, DHR is now seeking an increase of the contract's not to exceed amount from \$18,853 to \$26,424, an increase of \$7,571.

While the final page count increase from 122 to 160 has increased the cost per unit, the increased print run from 3,000 to 4,000 units has kept the cost per unit increase marginal from \$5.71 per unit to \$6.01 per unit. By leveraging this economy of scale, we will see a larger projected revenue margin from total sales due to the substantial increase in the number of units sold relative to the nominal cost per unit increase.

At its meeting on March 21, 2019, the Barn Committee voted to approve an increase in both the production costs for final page count of 160 and the print run of 4,000, pending approval by G&C.

Sources of funding for the cost increase include appropriations from the Barn Preservation Donations Fund and the Conservation License Plate Fund per RSA 261:97-c.

Respectfully submitted,



Sarah L. Stewart  
Commissioner

(SM)

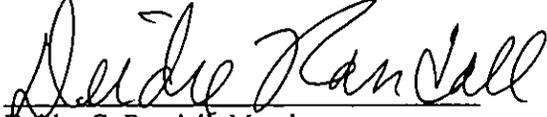
## Amendment of Contract

The Department of Natural and Cultural Resources and Peter E. Randall Publisher hereby mutually agree to amend the contract to publish the expanded second edition of *Preserving Old Barns: Preventing the Loss of a Valuable Resource*, originally approved by the Governor and Executive Council on December 5, 2018, Item #72a, with a completion date of December 31, 2019, as follows:

1. Amend Exhibit A, Scope of Services, to include: under Item 1) increasing the page count of the book from 112 pages to 160 pages and increasing the copy run from 3,000 copies to 4,000 copies.
2. Amend Exhibit B, Terms of Payment, by increasing the not-to-exceed contract total amount by \$7,571 from \$18,853 to \$26,424
3. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
4. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

**Peter T. Randall Publisher**

  
Deidre C. Randall, Member

4/30/19  
Date

STATE OF  
COUNTY OF

On this the 30th day of April 2019, before me John P. McGee Jr, the undersigned officer, personally appeared Deidre C. Randall, 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:

Notary Public

My Commission Expires:

**JOHN P. MCGEE, JR.**  
NOTARY PUBLIC - State of New Hampshire  
My Commission Expires June 10, 2020

**Department of Natural and Cultural Resources**

  
Sarah L. Stewart, Commissioner

5-20-19  
Date

Approved as to form, substance and execution:

  
Attorney General  
5/20/19  
Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PETER E. RANDALL PUBLISHER, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 12, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 439570

Certificate Number : 0004508797



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.  
this 2nd day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Limited Partnership or LLC Certification of Authority**

I, Deidre C. Raudell, hereby certify that I am a Partner, Member or Manager  
(Name)

of Peter E. Raudell Publisher LLC a limited liability partnership under RSA 304-B or limited  
(Name of Partnership or LLC)

liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

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 partnership or LLC.

DATED: 5/2/19

ATTEST: Deidre Raudell, CEO  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C. No., Ext.): 800-962-7132 FAX (A/C. No.): 800-845-3666 E-MAIL: BusinessService@LibertyMutual.com ADDRESS:
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Ohio Security Insurance Company 24082 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: 45521445 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS56125576	7/9/2018	7/9/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS56125576	7/9/2018	7/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

<b>CERTIFICATE HOLDER</b>  NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Shauna Over

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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

November 19, 2018

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

**REQUESTED ACTION**

Pursuant to RSA 227-C:4, IV, authorize the Department of Natural and Cultural Resources, Division of Historical Resources to enter into a **SOLE SOURCE** contract with Peter E. Randall Publisher (VC #298699), Portsmouth, NH in an amount not to exceed \$18,853 to publish the expanded second edition of *Preserving Old Barns: Preventing the Loss of a Valuable Resource* upon Governor and Executive Council approval through December 31, 2019. **100% Other Funds**

Funding is available as follows:

	<u>FY 2019</u>
03-35-35-350010-34000000 Administration	
054-500528 Trust Fund Expenditures	\$ 8,853
03-35-35-354010-19680000 Barn Preservation Donations	
103-500634 Contracts for Op Services	<u>\$10,000</u>
<i>Total:</i>	\$18,853

**EXPLANATION**

This request is for a sole source contract with the third publisher approached by the Barn Committee, Peter E. Randall Publisher of Portsmouth, NH, <http://www.perpublisher.com/>. Peter E. Randall Publisher is a long-established and well respected-publisher with a focus on history and New Hampshire topics. Prior to establishing his publishing company, Peter E. Randall was editor of *New Hampshire Profiles* magazine. Importantly, the company maintains the necessary software tools and staff resources needed to translate the now-dated older Quark Xpress layout files and accurately extract text, substantially reducing the effort and cost for a second edition. The company is enthusiastic about partnering with the Barn Committee on the second edition and sees a great deal of merit in its publication. Given its long-time New Hampshire focus, the company's marketing and distribution contacts will ensure the book's successful sales.

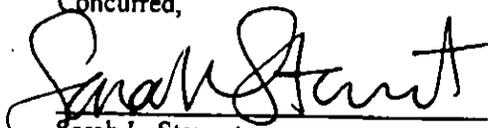
The Historic Agricultural Structures Advisory Committee – also known as the Barn Committee – is one of the advisory committees administratively attached to the Division of Historical Resources (NHDHR). Established by the State Legislature, the Barn Committee has successfully promoted historic barn preservation and assisted barn owners for twenty years. One of its signature projects has been the publication of *Preserving Old Barns: Preventing the Loss of Valuable Resource*, in collaboration with UNH Cooperative Extension in 2001. 6,000 copies in several printings have been sold, the book is now out of print, and the Committee consistently receives requests for another edition.

The Barn Committee is seeking to publish an updated and expanded second edition of the popular book and over the last two years has been creating new content and discussing the project with publishers. Although encouraging of the project, UNH Cooperative Extension has indicated that it no longer offers publishing services and has relinquished its copyright and interests in the book. Early in the project the Barn Committee also approached the University Press of New England as a potential publisher; UPNE has since ceased operations.

The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

  
Elizabeth H. Muzzey

Concurred,  
  
Sarah L. Stewart

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources Division of Historical Resources		1.2 State Agency Address 19 Pillsbury Street Concord, NH 03301	
1.3 Contractor Name Peter E. Randall Publisher, LLC		1.4 Contractor Address 5 Greenleaf Woods Drive, Suite 102 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-5667	1.6 Account Number 34000000-500528 and 19680000-500634	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$18,853
1.9 Contracting Officer for State Agency Elizabeth Muzzey, DHR Director / SHPO		1.10 State Agency Telephone Number 603-271-8850	
1.11 Contractor Signature <i>Deidre C. Randall</i>		1.12 Name and Title of Contractor Signatory Deidre Randall, Member	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Rockingham</i> On <i>November 19, 2019</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Nancy Ann Belanger</i> [Seal]		NANCY ANN BELANGER State of New Hampshire Justice of the Peace / Notary Public My Commission Expires May 2, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Sarah L. Stewart</i> Date: <i>11/26/18</i>		1.15 Name and Title of State Agency Signatory <i>Sarah L. Stewart, Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>h/a</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Jill Kellow</i> On: <i>11/26/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF HISTORICAL RESOURCES

*Preserving Old Barns, 2<sup>nd</sup> Edition Publication*

EXHIBIT A

Scope of Work

The purpose of this Contract is for the Publisher to provide the State with a 3,000 copy run of an expanded second edition of *Preserving Old Barns: Preventing the Loss of a Valuable Resource*. Project specifications include:

- 1) Publication of an 8.5"x11", 112-page book, printed on 80lb white matte stock, softcover, perfect bound, 4/c text, and a 4/c cover printed on 12pt. stock, CIS with gloss film lamination. 130, 4/c scans are included.
- 2) Full design and layout of the interior text and cover, proofreading, and printing and binding are included.
- 3) Publisher will provide an ISBN and a Library of Congress Control number.
- 4) Freight for the bound books to travel from the printer to a distributor within New Hampshire is included in this estimate.
- 5) If there are changes to the above project specifications, then a revised estimate will be prepared following typesetting, when the final page count has been determined.
- 6) Typesetting errors made by the Publisher will be corrected at no charge; author's alterations are corrected at the client's expense at the rate of \$100 per hour with a \$100 minimum. Publisher will provide two sets of complete page and cover/jacket proofs; additional page proofs are billed at .25 per page; additional cover/jacket proofs are \$15 each.
- 7) If, following typesetting, the number of pages indicates a change in the estimated number of pages, or if there are additional or less illustrations or other changes in specifications that require a change in the estimated cost of the book, a cost adjustment will be made as part of the third payment due to the Publisher. A final invoice will be rendered to adjust for the actual number of books printed (an adjustment of ten percent over or under the requested print order is considered acceptable by printer's customs), and to reflect changes in the actual shipping charges or price increases from the printer (Often book projects require many months between the time of estimating and the actual date of printing.) Express postage or overnight delivery charges are billed at cost.

EXHIBIT B

Contract Price

Base Price, 3000 copy run, \$5.71 per copy:	\$17,139
10% Contingency (see items 5, 6 and 7 above):	<u>\$ 1,714</u>
Total contract shall not exceed:	\$18,853

**Method of Payment**

An initial disbursement of \$3,000 shall be made to the Publisher upon Governor and Executive Council approval and receipt of invoice. The second payment of \$4,000 is due on delivery of the page proofs and receipt of invoice. A third and final payment will be due on approval of the final printer's digital proof and receipt of invoice.

**Term**

This contract shall commence upon approval of the Governor and Executive Council with a completion date of December 31, 2019.

**EXHIBIT C**

There are no additional or special provisions in this contract.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PETER E. RANDALL PUBLISHER, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 12, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 439570

Certificate Number : 0004213534



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of November A.D. 2018.

William M. Gardner  
Secretary of State

**Limited Partnership or LLC Certification of Authority**

I, **Deidre C. Randall**, hereby certify that I am a Partner, Member or Manager  
(Name)

of **Peter E. Randall Publisher LLC** a limited liability partnership under RSA 304-B or limited  
(Name of Partnership or LLC)

liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

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 partnership or LLC.

DATED: **November 19, 2018**

ATTEST: Deidre Randall CEO  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	<b>CONTACT NAME:</b> PHONE (A/C, H/O, Ext): 800-962-7132 FAX (A/C, No): 800-645-3666 E-MAIL: BusinessService@LibertyMutual.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Peter E. Randall Publisher, LLC 5 Greenleaf Woods Dr Unit 102 Portsmouth NH 03801	<b>INSURER A:</b> Ohio Security Insurance Company	<b>NAIC #</b> 24082
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 45521445

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BKS56125576	7/9/2018	7/9/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS56125576	7/9/2018	7/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured if required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision.

**CERTIFICATE HOLDER****CANCELLATION**

NH Department of Natural and Cultural Resources  
 172 Pembroke Road  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shauna Over

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