

Sam  
44



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan*  
*Commissioner*

*William Cass, P.E.*  
*Assistant Commissioner*

Office of Federal Compliance  
October 4, 2022

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a contract with Hessel and Associates, LLC (vendor code 209072), Brattleboro, VT, based on a single bid, for a total fee of \$24,253.00, to provide employment outreach and placement services for minorities and female candidates under the New Hampshire On-the-Job Training (OJT) program necessary to meet Federally mandated EEO/Affirmative Action requirements in accordance with Title VI of the Civil Rights Act of 1964, effective upon Governor and Council approval, through November 30, 2023. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2023 and funding is contingent upon the availability and continued appropriation of funds in State FY 2024, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-963515-3054 Consolidated Federal Aid		
046-500464 General Consultants Non-Benefit	\$14,147.58	\$10,105.42

**EXPLANATION**

The Federal Highway Administration (FHWA) DBE Program was established in Title 49, Code of Federal Regulations, Part 26, to ensure nondiscrimination in the award and administration of US Department of Transportation (DOT) assisted contracts in the Department's highway, transit and airport financial assistance programs. DBE firms are minority or women owned small businesses that meet certification standards regarding ownership, control, personal net worth and business size. NHDOT is required to administer a DBE program and ensure DBEs have an equal opportunity to compete for work on DOT-assisted contracts.

FHWA allocates funding for state DBE supportive service (DBE/SS) programs to provide training and resources to increase the capacity and improve business practices of DBEs pursuing work on transportation related highway projects. FHWA also requires state DOTs to establish a Business Development Program (BDP) to assist firms in gaining the ability to compete successfully in the

marketplace outside the DBE program. The supportive services provided pursuant to this contract complement existing DBE program functions and extend beyond the current capacity of NHDOT. Funding for this contract has been approved by FHWA for this specific purpose.

In order to maximize bid participation, a solicitation of interest was posted on the DOT's website and also emailed to individuals and businesses with the ability to provide the required services. Hessel and Associates, LLC submitted the lowest hourly rate which is the basis for the low bid amount and has agreed to provide consultative services for an amount not to exceed \$24,253.00.

The NHDOT has prequalified the contractor and verified that the necessary funds are available. The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/maw  
Attachments

**New Hampshire Department of Transportation  
 Contract for STATEWIDE, OJT SS 41129G X-A005 (283),  
 OJT Supportive Services  
 BID**

<b>Item No.</b>	<b>Estimated Quantity &amp; Pay Unit</b>	<b>Item Name &amp; Unit Rate Bid</b> (dollars & cents, in words)	<b>Unit Bid Rate (\$/hr)</b> <b>Dollars</b>	<b>Total Dollars</b>
1.	93	<b>STAFFING-CONSULTANT</b> (enter dollars & cents per hour, in words below)	\$147.80	
		One hundred forty-seven dollars and eighty cents		
2.	EACH	<b>ITEM DESCRIPTION- Printing, postage and supplies for contractor work</b>	<b>\$400.00</b>	<b>\$400</b>
3.		<b>ITEM DESCRIPTION-OJT SS CDL &amp; Cost to remove barriers (tools, Equipment, ect.) Program</b>	<b>\$9,250.00</b>	<b>\$9,250</b>
4.	EACH	<b>ITEM DESCRIPTION- OJT SS Program administration and Travel expenses</b>	<b>\$858.00</b>	<b>\$858</b>
<b>GRAND TOTAL</b>				<b>\$24,253</b>

Notes:

- The Estimated Quantities of items 2 and 3 are given solely to provide a uniform basis for comparison of bids and shall not be modified. The quantities actually required to compete the contract work may vary.
- Payment for all work performed under this contract shall be made at the unit bid rate prices stated herein.
- Bidder shall enter information in both shaded blocks, above, and complete the attached.
- Contract award will be based on the lowest overall Bid, identified as the "GRAND TOTAL" above. However, the contract total will not exceed **\$24,253.00**, which is the maximum value all owed by the Federal Highway Administration.

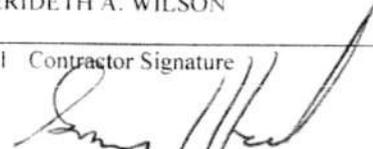
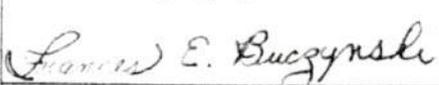
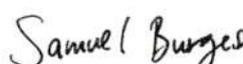
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DR. PO BOX 483, CONCORD, NH 03302	
1.3 Contractor Name HESSEL AND ASSOCIATES, LLC		1.4 Contractor Address 5 TIMBER LANE, BRATTLEBORO, VT 05301	
1.5 Contractor Phone Number 954-854-1894	1.5 Account Number 04-96-96-963515-3054	1.7 Completion Date 11/30/2023	1.8 Price Limitation \$24,253.00
1.9 Contracting Officer for State Agency MERIDETH A. WILSON		1.10 State Agency Telephone Number 603-271-8252	
1.11 Contractor Signature  Date: 10/4/22		1.11 Name and Title of Contractor Signatory GREG HESSEL, SOLE MEMBER	
1.13 State Agency Signature  Date: 10/4/22		1.14 Name and Title of State Agency Signatory FRANCES E. BUCZYNSKI, DIRECTOR OF POLICY AND ADMINISTRATION	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/31/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

Contractor Initials G.H  
Date 10/4/22

## 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Exhibit A

Scope of Work

Goals & Objectives

Goals & Objectives

Goal #1: To remove barriers to initial and ongoing training and employment of minorities, women and disadvantaged individuals who have been hired as OJTs on federally assisted construction projects, leading to eventual full-time employment in the highway construction industry.

Objectives:

The NHDOT will strive to accomplish the following:

- 1) Interview each OJT trainee prior to or at the start of their training and determine what barriers to employment may exist.
- 2) Provide construction footwear appropriate hand tools and/or equipment necessary for employment to new OJT trainees if needed, as identified in pre-employment interview. Up to 5 trainees may be reimbursed for tools and/or equipment during the funding year. Reimbursement should not exceed \$150 per trainee. Requests for reimbursements will be made to the External EEO Coordinator.
- 3) Interview each OJT trainee at the midpoint of their training to determine if barriers still exist to their ongoing employment and eventual hiring as a permanent full-time employee, and work with the trainee, and/or the contractor on resolving any issues and/or barriers.
- 4) Provide additional resources to OJT trainees as needed, approved, and on a first come, first served basis until funds are exhausted, with an effort to address said barriers.
- 5) Conduct a program assessment.
- 6) Conduct a survey with OJT trainees and contractors upon completion of the training to identify the strengths and weaknesses of the OJT SS Program and suggest improvements.

Goal #2: To provide two qualified minorities, women or disadvantaged individuals with tuition assistance for the successful completion of a CDL Class-B driver training course, leading to full time employment in the highway construction industry. The CDL Class-B driver training program will assist up to two individuals with the training cost which is not to exceed \$3,000.

Qualified applicants will submit their applications to NHDOT and will be interviewed and selected by the External EEO Coordinator. NHDOT employees and/or interns are not qualified to participate in the CDL Class-B drivers training program. Supportive Services Consultant will make every attempt to work with approved schools on implementing a payment plan, and/or on partnering with community stakeholders who may be able to assist with the payment for the training. Payment installments to driving schools will be made by the Supportive Services Consultant who will be reimbursed through monthly invoicing for the program. The OJT Program and the CDL Class-B driver training program will be overseen by the External EEO Coordinator.

Objectives:

- 1) Continue to promote the training to prospective candidates by distributing the information to partners, stakeholders, educational institutions, and other organizations.
- 2) Continue to recruit up to two qualified individuals for the CDL Class-B driver training program.
- 3) Continue to partner with other community stakeholders that are interested in assisting with the partial payment for the training.
- 4) Track the progress of CDL-Class B driver training program candidates and assist when needed.

- 5) Assist trainees with job placement by contacting highway construction contractors and/or connecting them with agencies that specialize with employment search.
- 6) Conduct a survey at the end of the training.
- 7) Track graduates for a minimum of 6 months following completion of the training to the extent possible.

**Goal #3:** To enable OJT trainees to take highway-construction industry related training at local universities, trade schools, vocational schools and other educational institutions.

For the list of available training see Appendix A.

**Objectives:**

- 1) Promote external training options to trainees in an effort to supplement and strengthen their OJT training and increase the employee retention rate during and post training.
- 2) Enroll up to 5 trainees per funding year. Total training cost should not exceed \$500 per trainee per funding year.
- 3) Track the progress of trainees via monthly reporting.

**Scope of Work with Timetables/Milestones**

Table 4: Tentative OJT SS Deliverables Timetable

Objectives/Tasks	Start Date	End Date
1. Conduct interviews and surveys (Goal #1).		
2. Promote the program and assistance to trainees (Goal #1).		
3. Recruit and help enroll trainees for the CDL training and other externally offered training (Goal #2 & 3). Pay/reimburse the training cost as appropriate.		
4. Provide ongoing support to all OJT trainees as needed (Goal #1-3).	12/1/2022	11/30/2023
5. Enroll qualified candidates into the CDL Class-B Training (Goal #2).		
6. Provide monthly reports		
7. Conduct the program assessment and provide the final report.		

Table 5: Tentative Consultant's Reporting Requirements Schedule

	Due Date
1. Monthly Progress Reports & Invoicing	Monthly Through November 30, 2023
2. Final Program Report	November 30, 2023

**Evaluation and Monitoring**

Throughout the contract period, the NHDOT shall continuously monitor the effectiveness of all supportive services activities. Applicant referral source involvement is a key component to this program and will be closely monitored to ensure adequate participation.

The NHDOT External EEO Coordinator shall conduct a survey for all program participants, including contractors, State and local referral sources and OJTs to evaluate the effectiveness of the OJT SS Consultant and OJT SS Program. This information shall be **used to evaluate the program's** activities and make future program improvements. The Contractor shall, on a monthly basis, file a report summarizing ongoing supportive service activities. The monthly report will list actions taken to remove both initial and ongoing barriers to employment for each OJT. These reports must detail activities performed as required by the contract, including detailed notes on discussions with referral sources and applicants to the program. Reports will be compiled and submitted to FHWA by the NHDOT External EEO Coordinator quarterly.

Contractor Initials G.H.  
Date 10/4/22

Exhibit B

Payment Terms

Payments on account of services rendered under this contract shall not exceed **\$24,253.00** including fixed administrative cost and will be made as follows:

1. The estimated number of hours for the year term of the contract is estimated at 93 hours for consultative services to achieve the goals and objectives in Exhibit A. The billable hours will be paid out based on your hourly rate indicated on your Bid Tab. The NH DOT reserves the right to reallocate funds from the fixed cost categories described in the bid tab as required.
2. Mileage shall be paid at a rate of 56 cents per mile.
3. Contract shall submit invoices for processing monthly. Invoices shall include a detailed breakdown of consultant hours worked, activities performed, mileage traveled, and expenses incurred for each objective. Expenses submitted for approval must include detailed receipts.
4. The Contractor shall deliver the final invoice for services required by this contract no later than the close of business on November 30, 2023.

Contractor Initials G.H.  
Date 10/4/22

Exhibit C

Special Provisions

Insurance

1. Fire and extended coverage insurance is not required.
2. The Contractor is a sole owner providing consulting services, and is exempt from the requirements of N.H. RSA Chapter 281-A "Workers Compensation."

Contractor Initials GH  
Date 10/4/22

**New Hampshire Department of Transportation  
 Contract for STATEWIDE, OJT SS 41129G X-A005 (283),  
 OJT Supportive Services  
 BID**

<b>Item No.</b>	<b>Estimated Quantity &amp; Pay Unit</b>	<b>Item Name &amp; Unit Rate Bid</b> (dollars & cents, in words)	<b>Unit Bid Rate (\$/hr)</b> <b>Dollars</b>	<b>Total</b> <b>Dollars</b>
1.	93	<b>STAFFING-CONSULTANT</b> (enter dollars & cents per hour, in words below)	\$147.80	\$13,745
		One hundred forty-seven dollars and eighty cents		
2.	EACH	<b>ITEM DESCRIPTION- Printing, postage and supplies for contractor work</b>	\$400.00	\$400
3.		<b>ITEM DESCRIPTION-OJT SS CDL &amp; Cost to remove barriers (tools, Equipment, ect.) Program</b>	\$9,250.00	\$9,250
4.	EACH	<b>ITEM DESCRIPTION- OJT SS Program administration and Travel expenses</b>	\$858.00	\$858
<b>GRAND TOTAL</b>				<b>\$24,253</b>

Notes:

- The Estimated Quantities of items 2 and 3 are given solely to provide a uniform basis for comparison of bids and shall not be modified. The quantities actually required to compete the contract work may vary.
- Payment for all work performed under this contract shall be made at the unit bid rate prices stated herein.
- Bidder shall enter information in both shaded blocks, above, and complete the attached.
- Contract award will be based on the lowest overall Bid, identified as the "GRAND TOTAL" above. However, the contract total will not exceed \$24,253.00, which is the maximum value all owed by the Federal Highway Administration.

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Grey Hessel, hereby certify that I am a Partner, Member or Manager  
(Name)  
of Hessel & Associates LLC a limited liability partnership under RSA 304-B,  
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited 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 and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATED: 10/4/2022

ATTEST: Mindi Fletcher - Office Assistant  
(Name & Title)  
M. Fletcher

10/4/22 [Signature]

Mindi Fletcher  
Notary Public State of Vermont  
Commission Expires: 1/31/2023  
Commission #: 0011153

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HESSEL & ASSOCIATES LLC is a Vermont Limited Liability Company registered to transact business in New Hampshire on March 31, 2010. 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: **628432**

Certificate Number: **0005878779**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

