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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

45



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Office of Access, Opportunity and Compliance
October 2, 2023

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a contract with Turner Surety and Insurance Brokerage, Inc. (vendor code 470006), of Saddle Brook, NJ, based on a single bid, for a total fee of \$24,523, 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 September 30, 2024. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2024 and FY 2025, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

04-96-96-963515-3054	<u>FY 2024</u>	<u>FY 2025</u>
Consolidated Federal Aid		
046-500464 General Consultants Non-Benefit	\$6,130.75	\$18,392.25

EXPLANATION

The Federal Highway Administration (FHWA) On-the-Job Training/Supportive Services (OJT/SS) program was established in Title 23, Code of Federal Regulations (CFR) Part 230, to supplement the On-the-Job Training (OJT) program and support States' training programs by providing funding for approved services to assist highway construction contractors and highway construction apprentices and trainees.

The New Hampshire Department of Transportation recognized a need by highway construction contractors for access to a larger pool of qualified minority and female candidates to fulfill their contractual OJT obligations. To request OJT/SS funding and address this need, the NHDOT was required to develop and submit a Statement of Work (SOW), requesting OJT/SS funding for specific supportive service activities with measurable goals and objectives. The SOW funding request was approved by FHWA and funds have been deposited for this purpose in a specific NHDOT account.

The goal of this supportive services contract is to provide outreach and placement services in specific geographic areas to increase the availability of qualified minority and female candidates for hire by contractors and remove barriers to their initial and continued employment. Supportive services provided pursuant to this contract complement existing OJT functions and extend beyond the current capacity of the NHDOT Office of Access, Opportunity and Compliance.

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. Turner Surety and Insurance Brokerage, Inc. submitted the only bid amount and has agreed to provide consultative services for an amount not to exceed \$24,523.

The Department 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.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in cursive script that reads "William Cass".

William J. Cass, P.E.
Commissioner

WJC/maw
Attachments

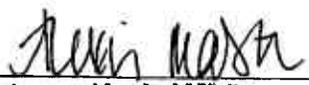
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE; PO BOX 483, CONCORD, NH 03302	
1.3 Contractor Name TURNER SURETY AND INSURANCE BROKERAGE, INC		1.4 Contractor Address 250 PEHLE AVENUE, SUITE 311 SADDLE BROOK, NJ 07663	
1.5 Contractor Phone Number 201-267-7500	1.6 Account Unit and Class 04-96-96-963515-3054	1.7 Completion Date 9/30/2024	1.8 Price Limitation \$24,523.00
1.9 Contracting Officer for State Agency MERIDETH A. WILSON		1.10 State Agency Telephone Number 603-271-8252	
1.11 Contractor Signature  Date: 10/2/2023		1.12 Name and Title of Contractor Signatory NICHOLAS F. WALSH, PRESIDENT	
1.13 State Agency Signature  Date: 10/2/23		1.14 Name and Title of State Agency Signatory ALEXIS A. MARTIN, 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: 11/13/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

5.3 The State reserves the right to offset from any amount 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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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

Performance Period

The performance period for this program is between 11/09/2023 and 09/30/2024

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)	11/09/2023	09/30/2024
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.		

Contractor Initials 2074
Date 10/2/2023

Exhibit B

Scope of Work

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

Contractor Initials



Date 10/2/2023

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 three 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.

The Consultant will also work with the External EEO Coordinator to review and revise the OJT Program Manual.

Tentative Consultant's Reporting Requirements Schedule	Due Date
1. Monthly Progress Reports & Invoicing	Monthly Through September 30, 2024
2. Final Program Report & Updated Manual	September 30, 2024

Contractor Initials 
Date 10/2/2023

Exhibit C

Contract Price

Payments on account of services rendered under this contract shall not exceed **\$24,523.00** 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 B. The billable hours will be paid out based on your hourly rate indicated on your Bid Tab. The NHDOT 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 58.5 cents per mile.
3. Supplies - Estimated amount for this budget line item is \$400.00. This amount shall be used to reimburse the Consultant for printing and/or postage supplies and or any other OJT SS Program supplies used or needed during the contract period.
4. Training reimbursements – Estimated amount for this budget line item is \$8,500.00.
 - \$6,000 shall be used to pay for the CDL Class B training for up to 2 trainees.
 - \$2,500 shall be used to pay for trainees' classes for 5 trainees.
5. Equipment (for trainees) - Estimated amount for this budget line item is \$750.00. This amount shall be used to reimburse qualified OJT trainees for equipment and/or tools needed for the training to those who are unable to afford to buy them out of their pocket. A maximum of \$150 reimbursement for tools and/or equipment will be awarded per trainee.
6. Contractor 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.
7. The contractor shall deliver the final invoice for services required by this contract no later than the close of business on September 30, 2024.

Contractor Initials JFW
Date 10/2/2023

**New Hampshire Department of Transportation
 Contract for STATEWIDE, OJT SS 41129H X-A005 (405),
 OJT Supportive Services
 BID**

Item No.	Estimated Quantity & Pay Unit	Item Name & Unit Rate Bid (dollars & cents, in words)	Unit Bid Rate (\$/hr) Dollars	Total Dollars
1.	93	STAFFING-CONSULTANT (enter dollars & cents per hour, in words below) One hundred forty-seven dollars and eighty cents	\$147.80	\$13,745
2.	EACH	ITEM DESCRIPTION- Printing, postage and supplies for contractor work	\$400.00	\$400
3.		ITEM DESCRIPTION-OJT SS CDL & Cost to remove barriers (tools, Equipment, ect.) Program	\$9,250.00	\$9,250
4.	EACH	ITEM DESCRIPTION- OJT SS Program administration and Travel expenses	\$1,128.00	\$1,128
GRAND TOTAL				\$24,523

Notes:

- The Estimated Quantities of items 2, 3 and 4 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 \$24,523.00, which is the maximum value all owed by the Federal Highway Administration.

Exhibit D

Special Provisions

Insurance

1. Fire and extended coverage insurance is not required.

Contractor Initials 
Date 10/2/2023

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
TURNER SURETY AND INSURANCE BROKERAGE, INC.**

The undersigned, being all of the members of the Board of Directors (the "Board") of Turner Surety and Insurance Brokerage, Inc., a New Jersey corporation (the "Corporation"), do hereby consent to the adoption of the following resolutions as valid corporate action pursuant to Section 14A:6-7.1 of the New Jersey Business Corporation Act:

WHEREAS, the Corporation has responded to a request for proposal from the New Hampshire Department of Transportation ("NH DOT") to provide statewide on-the-job training supportive services:

WHEREAS, on or about September 21, 2023, the Corporation was notified by the NH DOT that it was the apparent low bidder for the services:

WHEREAS, the NH DOT has requested a Written Consent confirming that the President of the Corporation is authorized to enter into an agreement with the NH DOT; and

NOW THEREFORE LET IT BE:

RESOLVED, that the Board confirms that the President of the Corporation is Nicholas F. Walsh (the "President");

RESOLVED, the President of the Corporation is authorized to sign the agreement with the NH DOT described as Form Number P-37 (version 2/23/2023);

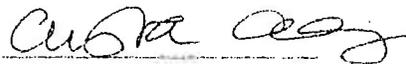
RESOLVED, that the President of the Corporation is authorized and empowered to do and perform or cause to be done and performed all such acts, deeds, and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments, or certificates in the name of the Corporation to be deemed necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions;

RESOLVED, that this written consent shall have the same force and effect as if the resolutions set forth herein were adopted at a formal meeting for all purposes. This written consent may be signed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be deemed one instrument; and

RESOLVED, by executing this Written Consent, the Board does not intend or act to reduce the authority for other officers or employees to execute documents on behalf of the Corporation in line with their authority under the Corporation's by-laws, policies, and procedures.

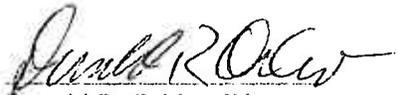
Effective Date: October 2, 2023

BOARD OF DIRECTORS


Date: October 2, 2023
Christa Andresky, Director


Date: October 2, 2023
Lars Leitner, Director


Date: October 2, 2023
Nicholas F. Walsh, Director


Date: October 2, 2023
Donald R. Oshiro, Director

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 TURNER SURETY AND INSURANCE BROKERAGE, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on August 10, 2005. 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: 542304

Certificate Number: 0006324536



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

9/26/2023

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 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).

PRODUCER Turner Surety & Ins. Brokerage Mack Cali Center II 650 From Road Paramus, NJ 07652	CONTACT NAME: Darren Ruschman														
	PHONE (A/C, No, Ext): 201 267-7500 FAX (A/C, No): 201-267-7532														
	E-MAIL ADDRESS: druschman@tsibinc.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Insurance Co</td> <td>23035</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Insurance Co	23035	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Turner Surety & Insurance Brokerage 650 From Rd. Suite 295 Paramus, NJ 07652															

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	TB2621092869021	01/01/2023	01/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS2621092869031	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	TH7621092869041	01/01/2023	01/01/2024	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	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	WC2621092869051	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Property			BFS2464898776	06/09/2023	06/09/2024	per policy limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
 The Certificate Holder is an Additional Insured where as required by written contract.

CERTIFICATE HOLDER New Hampshire Department of Transportation	CANCELLATION 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 