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THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan Commissioner

William Cass, P.E. Assistant Commissioner

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

Office of Federal Compliance August 12, 2019

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a contract with Hessel & Associates, LLC, Brattleboro, Vermont (vendor #209072), based on a single bid received in a low bid process, for a total fee of \$24,353.00, 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 September 30, 2020. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2020 and State FY 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

Table with 3 columns: Account Number, FY 2020, FY 2021. Rows include Consolidated Federal Aid and 046-500464 General Consultants Non-Benefit.

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.

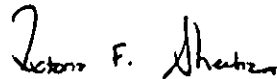
The goal of this supportive services contract is to provide outreach and placement services in specific geographic areas to increase the availability of qualified minority and female candidates for hire by contractors and remove barriers to their initial and continued employment. Supportive services provided pursuant to this contract complement existing OJT functions and extend beyond the current capacity of the NHDOT Office of Federal 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. Hessel and Associates, LLC submitted the only bid of \$24,353.00, which is equal to the NHDOT's estimate for the required services.

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.

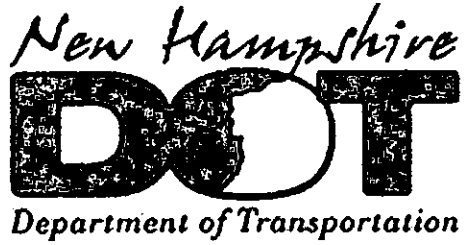
It is respectfully requested that authority be given to enter into this agreement.

Sincerely,



Victoria F. Sheehan  
Commissioner

VFS/md  
Attachments



**RESULTS OF BID OPENING**

Statewide OJT 41129C  
 X-A004 (879) FEDERAL

Bid date: July 25, 2019  
 On the Job Training Supportive Services

Contractor	City/State	Bid Amount			Rank
		Unit (hrs.)	\$Rate	\$Other/\$Total	
HESSEL AND ASSOCIATES, LLC	BRATTLEBORO, VT	80.08	\$148.00	\$12,500 / \$24,351.84	A

NHDOT Max. Allowable Cost	\$24,353.00
Bid Amount	\$24,351.84
Under/Over	\$1.16
Percent	0.005%

**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 NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DRIVE, PO-BOX 483, CONCORD, NH 03302-0483	
1.3 Contractor Name HESSEL AND ASSOCIATES, LLC		1.4 Contractor Address 5 TIMBER LANE, BRATTLEBORO, VT 05301	
1.5 Contractor Phone Number 802.251.0048	1.6 Account Number 04-96-96-963515-3054 CH	1.7 Completion Date 9/30/2020	1.8 Price Limitation \$24,353.00
1.9 Contracting Officer for State Agency LARISA DJUVELEK-RUGGIERO		1.10 State Agency Telephone Number 603.271.6612	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory GREG HESSEL, SOLE MEMBER	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Windham</u> On <u>August 6, 2019</u> , 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 [Seal]		Alexander Shriver, Esq. Notary Public State of Vermont Commission Expires: 1/31/2021 Commission #: 0009524	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Alexander Shriver</u>			
1.14 State Agency Signature <u>Frances Buczynski</u> Date: <u>8/27/19</u>		1.15 Name and Title of State Agency Signatory Frances Buczynski Director of Policy & Administration	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Emily C. Young</u> On: <u>Sept. 10, 2019</u>			
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.

Exhibit A

Scope of Work

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 OFC will strive to accomplish the following:

- 1) Interview each OJT trainee prior to their start date and determine what barriers to employment may exist.
- 2) Provide construction boots, appropriate hand tools and/or equipment necessary for employment to new OJT trainees if needed, as identified in pre-employment interview.
- 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 serve basis until funds are exhausted, with an effort to address the barriers to ongoing employment and eventual hiring as a permanent full time employee.
- 5) Conduct a mail-in 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 five 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.

Objectives:

- 1) Continue to promote the training to prospective candidates by distributing the information to partners, stakeholders, educational institutions, and other organizations.
- 2) Recruit five qualified individuals for the CDL Class-B driver training program.
- 3) Track progress of CDL-Class B driver training program candidates and assist when needed.

CDL Class-B Driver Training Program

The CDL Class-B driver training program will assist five individuals who will be reimbursed \$2,000 upon successful completion of the training. Efforts to recruit women, minorities and disadvantaged individuals for the CDL-B driver training will be made by the Supportive Services Consultant selected for this project. Applicants will be interviewed and approved by the External EEO Coordinator. NHDOT employees and/or

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G W  
8/6/09



interns are not qualified to participate in the CDL Class-B drivers training program. Approved applicants will be reimbursed \$2,000 by the Supportive Services Consultant upon successful completion of the program. The drivers training program will be overseen by the External EEO Coordinator.

Describe Data Collection Procedures and Evaluation Methods

The Consultant shall coordinate with NHDOT External EEO Coordinator monthly and submit monthly progress reports detailing specific activities performed within each goal/objective described on the previous page. The NHDOT will measure the success of the OJT/SS Program on an on-going basis using a combination of required monthly progress reports and monthly updates to evaluate progress in each individual goal/objective category.

Plans for Completing and Summarizing

The Consultant shall prepare a final report no later than 9/30/2020 summarizing project tasks and accomplishments, lessons learned, and recommendations for future improvements to the program.

This Agreement consists of the following documents: Exhibits A, B, and C, which are all incorporated herein by reference as if fully set forth herein.

NHDOT reserves the right to adjust objectives and tasks to accommodate the needs of the Program.

Consultant's Initials

GF

Date

8/6/19

Exhibit B

Payment Terms

Payments on account of services rendered under this contract shall not exceed \$24,353.00 and will be made as follows:

1. Mileage shall be paid at a rate of \$0.58 cents per mile.
2. Contractor shall submit invoices for processing bi-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.
3. The Contractor shall deliver the final invoice for services required by this contract no later than the close of business on September 30, 2020.

Consultant's Initials GLH  
Date 8/6/19

Exhibit C

Special Provisions

Insurance

1. Delete Section 14.1.2, 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."

Consultant's Initials G. H.  
Date 8/6/19

New Hampshire Department of Transportation  
 Contract for STATEWIDE, OJT SS 41129C, X-A004 (879),  
**BID SCHEDULE**

ITEM NO.	ESTIMATED QUANTITY	ITEM NAME & UNIT RATE BID (dollars & cents, in words)	UNIT RATE BID		TOTAL	
	& PAY UNIT		Dollars	Cents	Dollars	Cents
1.	<del>800 HOURS</del>	STAFFING- CONSULTANT At <i>One Hundred Forty</i> (dollars & cents per hour, in words) <i>Fifty &amp; 00</i>	148	—	\$11,853	—
2.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- Printing, postage and supplies for contracted work.	TBD	TBD	\$500	00
3.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- OJT SS program administration and travel expenses	TBD	TBD	\$1,000	00
4.	TO BE DETERMINED (TBD) (See note 3)	ITEM DESCRIPTION- OJT SS CDL & cost to remove barriers (tools, equipment, etc.) Program	TBD	TBD	\$11,000	00
GRAND TOTAL					24,353	00

Notes:

- The Estimated Quantities of the various items listed herein are given solely to provide a uniform basis for comparison of bids. The quantities actually required to compete the contract work may vary.
- Payment for all work performed shall be made at the unit prices stated herein.
- The amount provided in the "Total" column is fixed, and will be made available throughout the contract period as deemed necessary and appropriate by the Department.
- Bidder shall enter information in all shaded blocks, above, and complete the attached signature page.

# 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 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 : 0004559797



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 August A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



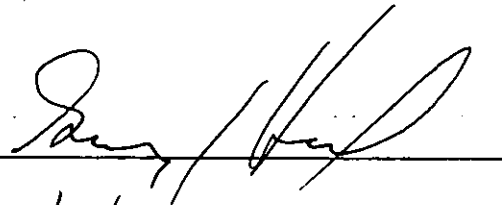
# ReGeneration RESOURCES

...helping organizations, grow, change, and manage conflict

## CERTIFICATE OF VOTE

I, Greg Hessel, hereby certify that I am the Sole Member of the company known as Hessel and Associates, LLC

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Hessel and Associates LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

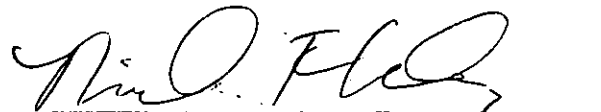
Signed: 

Date: 8/6/19

State of Vermont, County of Windham

On this the 6 day of Aug., 2019, before Me Mindi Fletcher the

undersigned officer, personally appeared Greg Hessel, 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 my hand and official seal.



Notary Public

Mindi Fletcher  
Notary Public State of Vermont  
Commission Expires: 1/31/2021  
Commission #: 0011153



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/17/2019

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).

<b>PRODUCER</b> A J GALLAGHER RISK MGT SVC INC/PHS 13650541 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	<b>CONTACT NAME:</b> PHONE (888) 920-6259 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	<b>E-MAIL ADDRESS:</b> INSURER(S) AFFORDING COVERAGE NAIC#	
<b>INSURED</b> HESSEL & ASSOCIATES, LLC T/A REGENERATION RESOURCES 5 TIMBER LN BRATTLEBORO VT 05301-6275	INSURER A: Sentinel Insurance Company Ltd.	11000
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 YRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			13 SBM ZR7831	11/15/2018	11/15/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			13 SBM ZR7831	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: 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						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			13 SBM ZR7831	11/15/2018	11/15/2019	\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> New Hampshire Department of Transportation 7 HAZEN DR CONCORD NH 03301-6502	<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 <i>Susan S. Castaneda</i>
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