



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



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CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Materials & Research
August 23, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord N.H. 03301

Sole Source

REQUESTED ACTION

Authorize the Bureau of Materials & Research to enter into a **sole source** agreement with Worcester Polytechnic Institute (Vendor #161248), Worcester, MA from the date of Governor and Council approval through September 30, 2014 for testing services with a Falling Weight Deflectometer van and trailer in the amount of \$10,000.00. 100% Federal Funds.

Funding is as follows:

	<u>FY 2014</u>
04-96-96-962015-3036	
SPR Research Funds	
046-500464 General Consultant – Non-Benefit	\$10,000

EXPLANATION

The requested **sole source** agreement is for the performance of testing services with a Falling Weight Deflectometer (FWD) owned by Worcester Polytechnic Institute (WPI). The FWD is a trailer-mounted instrument that measures deflection when loads are applied to a roadway surface. The Bureau is conducting a research project to evaluate polymer injection stabilization of poor roadway base materials. The FWD will be used to provide measurements of stiffness that will provide a comparison between the treated and existing areas during the spring thaw. If successful, the Research Project will benefit the Department by potentially providing a new technique for halting the excessive frost heaving and springtime weakening of the secondary highway system, while rehabilitating these highways at reduced expense.

The FWD is also not a very common piece of equipment and is very expensive to purchase. The Vermont Transportation Agency and the Army Corps of Engineers Cold Regions Research and Engineering Laboratory were approached as to the availability and functionality of their FWD equipment. The reply from both agencies was that their FWDs would not be made available for the Bureau to use. WPI has a FWD and has agreed to provide this testing service to the Bureau. The Bureau was fortunate to be offered the service of this FWD at a very reasonable fee.

The Contract has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. 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.

The Department of Transportation respectfully requests Governor and Council approval of this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "C. D. Clement, Sr.", written in a cursive style.

Christopher D. Clement, Sr.
Commissioner

Subject: Statewide SPR 15680H Polymer Injection Stabilization of Roadway Base

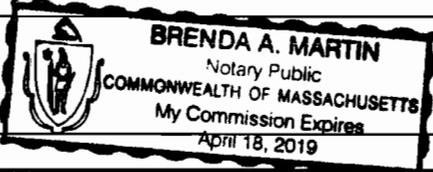
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NHDOT, Bureau of Materials & Research		1.2 State Agency Address PO Box 483, 5 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name Worcester Polytechnic Institute		1.4 Contractor Address 100 Institute Road, Worcester, MA 01609	
1.5 Contractor Phone Number (800) 338-5535	1.6 Account Number 04-096-096-962015-3036-02	1.7 Completion Date September 30, 2014	1.8 Price Limitation \$10,000.00
1.9 Contracting Officer for State Agency William J. Cass		1.10 State Agency Telephone Number (603) 271-1486	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Jeffrey S. Solomon EVP & CFO	
1.13 Acknowledgement: State of MA, County of Worcester On 8/13/13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Brenda A. Martin</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Brenda A. Martin			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory William J. Cass, P.E. Director of Project Development	
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) By: <i>[Signature]</i> On: 9/18/13			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

J. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

Services To Be Performed

The Contractor will provide research testing services to the Bureau of Materials and Research. Transportation of a Falling Weight Deflectometer van and trailer to the research project site, located on NH Route 129 in Loudon, NH, will be provided for up to four occasions. No evaluation or analysis is included in this scope of services.

The Contract Manager for the Bureau of Materials and Research is Alan Rawson, P.E. Bureau Administrator, or his designee.

Exhibit B

Agreement Price and Method of Payment

The FWD testing services will be paid on a lump sum basis for a fee of \$10,000. The service period shall terminate no later than September 30, 2014.

Payments will be made upon Department receipt of invoice by Worcester Polytechnic Institute.

Exhibit C

NOT USED

VERIFICATION THAT CERTIFICATE OF GOOD STANDING IS NOT APPLICABLE
BECAUSE OF FOREIGN NON-PROFIT STATUS

Andrew Hall

From: Hilts, David [David.Hilts@doj.nh.gov]
Sent: Friday, January 04, 2008 1:39 PM
To: Andrew Hall
Subject: RE: Getting a Certificate of Good Standing

It seems logical that WPI is a non-profit corporation, but I have not seen anything definite on that. Assuming it is a non-profit corporation, RSA 5:18-a means that a contract with WPI does not need to have a certificate of registration/good standing attached. However, you still need to have a certificate of authority to demonstrate that the WPI people you're dealing with are authorized to execute and be bound by the rental agreement.

David M. Hilts
Assistant Attorney General
Transportation & Construction Bureau
Office of the Attorney General
33 Capitol Street
Concord, NH 03301
(603) 271-3675
(603) 271-2110 Fax

STATEMENT OF CONFIDENTIALITY

The information contained in this electronic message and any attachment to this message may contain confidential or privileged information and are intended for the exclusive use of the addressee(s). Please notify the Attorney General's Office immediately at (603) 271-3658 or reply to justice@doj.nh.gov if you are not the intended recipient and destroy all copies of this electronic message and any attachments.

-----Original Message-----

From: Andrew Hall [mailto:AHall@dot.state.nh.us]
Sent: Friday, January 04, 2008 1:23 PM
To: Hilts, David
Subject: FW: Getting a Certificate of Good Standing

David,

This is all in reference to the rental agreement that you helped me out on yesterday. On the standard rental agreement that we use we have a check box for a Certificate of Good Standing. According to RSA 5:18-A Worcester Polytechnic Institute which is a non-profit does not have to register with the Sec State. Do they then not require a certificate of good standing? It is not a state school.

Andy Hall

Research Engineer
Bureau of Materials and Research
New Hampshire Department of Transportation
PO Box 483
5 Hazen Drive
Concord, NH 03302-0483

Tel: 603-271-8995
Fax: 603-271-8700

-----Original Message-----

From: Karen Ladd [mailto:kladd@SOS.STATE.NH.US] **On Behalf Of** Elections
Sent: Friday, January 04, 2008 12:57 PM
To: Bev Wasson; Andrew Hall; Elections
Cc: Corporate Division
Subject: RE: Getting a Certificate of Good Standing

Andrew: You should talk to the attorney in the AG's office that represents your office. It may be that this company doesn't need a certificate of good standing since they're not doing business in NH....and there is no such thing as a certificate of good standing for a state agency.

Karen

-----Original Message-----

From: Bev Wasson
Sent: Friday, January 04, 2008 12:52 PM
To: 'Andrew Hall'; Elections
Cc: Corporate Division
Subject: RE: Getting a Certificate of Good Standing

Andrew, we (the Corporate Division) do not do certificates on state agencies. I believe our main office can create some sort of certification which is similar to our good standing certificates on state agencies so I'm forwarding this e-mail to their elections e-mailbox for their assistance.

Elections, is this something you folks do?

*Bev Wasson
Administrative Assistant
Corporation Division*

From: Corporate Division
Sent: Friday, January 04, 2008 12:44 PM
To: 'Andrew Hall'
Cc: Bev Wasson
Subject: RE: Getting a Certificate of Good Standing
Importance: High

I will pass this on to a supervisor for a response.

From: Andrew Hall [mailto:AHall@dot.state.nh.us]
Sent: Friday, January 04, 2008 11:33 AM
To: Corporate Division
Subject: Getting a Certificate of Good Standing

Dear Secretary of State Corporate Division,

I work for the NHDOT Materials and Research Bureau. We are going to renting some special equipment from Worcester Polytechnic Institute of Worcester, Mass. I think that I need to get a Certificate of Good Standing for the rental contract requirements on our end. We are actually going to go down to Worcester and pick up the equipment so they won't be doing business in NH. I have

already discussed this with someone there and was told that WPI does not need to register with the SOS office. WPI was concerned about having to pay renewal fees on a registration every year and that would have killed the deal. How do I go about getting or instructing them on how to get a Certificate of Good Standing.

Andy Hall
Research Engineer
Bureau of Materials and Research
New Hampshire Department of Transportation
PO Box 483
5 Hazen Drive
Concord, NH 03302-0483

Tel: 603-271-8995
Fax: 603-271-8700

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 5

DEPARTMENT OF STATE

State Contracts

Section 5:18-a

5:18-a Requirements. – In addition to any other requirements, no contract for personal services, under which the total of payments equals \$1,000 or more, in lump sum or installments, between the state and a nonresident corporation, partnership or association or between the state and a resident doing business under a name other than his own, shall be valid unless the contract shall have attached to it evidence of registration with the secretary of state as required under RSA 293-A, 305-A or 349. This requirement shall not apply to a nonresident corporation not organized for profit, except that each contract between the state and a resident or nonresident corporation, partnership or association shall have attached to the contract evidence of authority of the parties to execute and be bound by the contract.

Source. 1969, 85:1. 1975, 215:1. 1989, 256:1, eff. May 26, 1989.

Internal Revenue Service



APR 23 2007

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Date: April 13, 2007

WORCESTER POLYTECHNIC INSTITUTE
100 INSTITUTE RD
WORCESTER MA 01609-2247

Person to Contact:

Ms. Benson #31-07273
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
04-2121659

Dear Sir or Madam:

This is in response to your request of April 13, 2007, regarding your organization's tax-exempt status.

In August 1934 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a school under sections 509(a)(1) and 170(b)(1)(A)(ii) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

WORCESTER POLYTECHNIC INSTITUTE

BOARD OF TRUSTEES

Worcester Polytechnic Institute

CERTIFICATE OF VOTE

I, Stephanie Pasha, hereby certify that I am the duly elected Secretary of the Corporation of Worcester Polytechnic Institute.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on June 8, 2013 at which a quorum of the Board was present and voting.

VOTED:

The purpose of this meeting was to name those persons within the corporation who are authorized to sign documents on behalf of the corporation.

RESOLVED, that the following persons are authorized to sign, as indicated:

Philip B. Ryan, Interim President and Jeffrey S. Solomon, Vice President for all purposes. All document authors for the purpose of technical reports.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of August 15, 2013 and that Philip B. Ryan and Jeffrey S. Solomon are the duly elected CEO and Interim President and Vice President, respectively, of this corporation.

Date: 8/19/13

Attest:



Clerk/Secretary

CORPORATE SEAL

508-831-6655 (TEL) 508-831-5791 (FAX)

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 USI Insurance Solutions, LLC PO Box 3600 West Springfield, MA 01090-3600	CONTACT NAME: Lisa M. O'Neil PHONE (A/C, No, Ext): 413-750-4256 E-MAIL ADDRESS: lisa.oneil@usi.biz	FAX (A/C, No): 413-739-9330
	INSURER(S) AFFORDING COVERAGE	
INSURED Worcester Polytechnic Institute 100 Institute Road Worcester, MA 01609-2280	INSURER A: NEEIA COMPENSATION, INC NAIC # 99999	
	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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			135000230	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Dept. of Transportation 5 Hazen Drive P.O. Box 483 Concord, NH 03302	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 
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