5A- 7/29/26

The State of New Hampshire
Department of Transportation

David Rodrigue, P.E.
Commissioner

Susan M. Klasen, P.E.
Assistant Commissioner

Michelle L. Winters
Deputy Commissioner

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Highway Design
June 19, 2026

Requested Action

Authorize the Bureau of Highway Design to amend Contract #4013752 with T.Y. Lin International, Inc., (Vendor 452169) of Falmouth, ME, to extend the completion date for a planning level corridor study of NH Route 111 in Windham, NH, from July 31, 2026, to July 31, 2027, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on June 14, 2023. (Item # 74B) **Time extension only, no additional funding.**

Explanation

On June 14, 2023, the Governor and Council authorized the subject agreement (Item # 74B) in the amount of $553,352.68 for a planning level corridor study of NH Route 111 in Windham, NH. On June 4, 2025, the Governor and Executive Council authorized an amendment extending the completion date to July 31, 2026 (Item # 5A). The objective of the project is to update and extend the July 2011 planning level corridor study to consider public transit including bicycle use, transit pull-offs and sidewalks, and to consider opportunities to enhance the Town Center, located on NH Route 111.

The purpose of this time extension amendment is to allow the consultant sufficient time to reach concurrence with the Project Advisory Committee regarding project alternatives and for additional time necessary for the public involvement required to gain necessary input on project alternatives. The work is approximately 90% complete and of the original $553,352.68 amount for this contract there is a balance of approximately $52,229.42 remaining (100% Federal Funds).

This Agreement (Windham 40663) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

The Department of Transportation has determined that the Consultant is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of

authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

David Rodrigue, PE
Commissioner

Attachments

The State of New Hampshire
Department of Transportation

David Rodrigue, P.E.
Commissioner

Michelle L. Winters
Deputy Commissioner

WINDHAM
X-A004(431)
40663

Bureau of Highway Design
Room 200
Tel. (603) 271-3909

Time Extension Amendment
(Agreement Dated May 3, 2023, Contract No. 4013752)

April 23, 2026

Mr. Thomas A. Errico, PE
Project Manager
TY Lin International, Inc.
12 Northbrook Drive, Building A, Suite 1
Falmouth, ME 04105

Dear Mr. Erico:

This letter amends Article I, Section J (Date of Completion) of the above-referenced Agreement. The original and amended dates are as follows:

Original Completion Date	July 31, 2025
Previously Amended to	July 31, 2026
By this letter, amended to	July 31, 2027

This no-additional-cost change order for the extension is as requested by your letter dated April 16, 2026.

This amendment becomes effective upon approval by the Governor and Council.

Sincerely,

Wendy A. Johnson

Wendy A. Johnson, P.E.
Project Manager

Approved: Tobey L. Reynolds, P.E.
Director of Project Development

We concur with the above Amendment.

TY Lin International, Inc.

By: _____

Name: Kevin S. Ducharme

Title: Vice President

WAJ/kgm

Agreement Amendment
Windham, X-A004(461), 40663
TY Lin International, Inc.

IN WITNESS WHEREOF the parties hereto have executed this amended AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: Thomas A. Errico

Thomas A. Errico

Senior Associate

Dated: 6/9/2026

CONSULTANT

By: Kevin S Ducharme

Kevin S. Ducharme (Name)

Vice President (Title)

Dated: 6/9/2026

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: SWood

Savannah Wood
Program Specialist II

Dated: 6/11/26

THE STATE OF NEW HAMPSHIRE

By:

DAVID RODRIGUE, P.E.
COMMISSIONER
DOT COMMISSIONER

Dated: 6/11/26

Attorney General

This is to certify that the above-amended AGREEMENT has been reviewed by this office and is approved as to form and execution.

Dated: 6/10/2026

By:

Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this amended AGREEMENT.

Dated: _____

Attest:

By: _____

Secretary of State

Attachment B – Windham 40663

DEI Acknowledgement

The State and the Consultant acknowledge that RSA Chapter 21-I and Executive Order 14173 of January 21, 2025, place prohibitions on DEI initiatives and activities. To the extent any provision in this Contract conflicts with any applicable state or federal law, such provision is null and void.

Firm acknowledged: KSD May 13, 2026
(initials) (date)

Department acknowledged: DMT 6/11/26
(initials) (date)

Attachment C – Windham 40663

CONFIRMATION OF INSURANCE COVERAGE

The parties hereby acknowledge that TY Lin International (the "Contractor") possesses a professional liability insurance policy where coverage is provided on a "claims-made" basis. Article IV, Section J, Part 3.a.3 of this Contract provides that, for such a policy, "the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract." The Contractor's insurance policy does not carry a three-year reporting period because its insurance is renewed on an annual basis. The parties agree that this coverage is sufficient under the Contract, provided that the Contractor annually renews its coverage (or obtain equivalent or greater coverage from another insurer) in an amount not less than that provided by Article IV, Section J, Part 3.a.3 for at least three years from the date of substantial completion of the Contract.

Print Name: Kevin S. Ducharme, Contractor

Signature: Kevin S Duch

Date: May 13, 2026

Print Name: DAVID RODRIGUE, P.E. COMMISSIONER, Department of Transportation

Signature:

Date: 6/11/26

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 T. Y. LIN INTERNATIONAL, INC. is a California Profit Corporation registered to transact business in New Hampshire on April 15, 1985. 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: **84404**
Certificate Number: **0007943108**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2026.

David M. Scanlan
Secretary of State

T.Y. LIN INTERNATIONAL

CORPORATE AUTHORIZATION

I hereby certify that Kevin Ducharme, Vice President of T.Y. Lin International a California corporation (the "Corporation"), is a duly elected and appointed officer of the Corporation and holds full corporate authority to enter into project related contracts and proposals and execute and deliver such contracts, proposals, and any supplements related thereto, for and on behalf of the Corporation.

IN WITNESS WHEREOF, I have caused this instrument to be executed and the corporate seal of the Corporation to be hereunto affixed on the 13th day of May 2026.

T.Y. LIN INTERNATIONAL

By: _____
Robert Orlin
Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2025

11/1/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1484704 T. Y. LIN INTERNATIONAL 345 CALIFORNIA STREET, SUITE 2400 SAN FRANCISCO CA 94104	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** Lloyd's of London — 15792 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19505270 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SEVERABILITY X CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO3021088	11/1/2025	11/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	BAP 3021090	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	CUP-9T661090	11/1/2025	11/1/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 3021089	11/1/2025	11/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	B0713GLCON2500104	11/1/2025	11/1/2026	$3,000,000 PER CLAIM; $3,000,000 ANNUAL AGGREGATE	

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

RE: PROJECT # 3010.0101001.000 (NHDOT WINDHAM 40633), COMPLETION OF A PLANNING LEVEL CORRIDOR STUDY OF NH ROUTE 111 IN WINDHAM. THE STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER, TEN (10) DAYS NOTICE IN THE EVENT OF NONPAYMENT OF PREMIUM). PROFESSIONAL LIABILITY SELF INSURED RETENTION: $75,000.

CERTIFICATE HOLDER

19505270
DEPT OF TRANSPORTATION, STATE OF NH
7 HAZEN DRIVE
CONCORD NH 03302-0483

CANCELLATION See Attachments

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

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO3021088	Effective Date: 11/1/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	ALL LOCATIONS
as an additional insured under a written contract or	
written agreement.	

A. Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3021088	11/1/2025	11/1/2026	11/1/2025	37385000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
As required by written contract, agreement or permit	**90 days' notice**

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **U-WC-3078-A CW (08/17)**

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than 10 days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3021090	11/1/2025	11/1/2026	11/1/2025	37385000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.

D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	90

All other terms and conditions of this policy remain unchanged.