

ARC



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner



706

October 23, 2025

DEC 17 2025

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Fuss & O'Neil, Inc. (VC# 280354-B001), Hartford, CT, in the amount of \$360,000 to provide consulting services that builds capacity for stream crossing replacement projects, effective upon Governor and Council approval through December 31, 2027. 100% federal funds.

Funds are available in the following accounts.

	<u>FY 2026</u>
03-44-44-442010-1209-102-500731	\$161,202
Dept. Environmental Services, Coastal Resilience, Contracts for Program Services	
03-44-44-442010-6363-102-500731	\$151,298
Dept. Environmental Services, Coastal Resilience Infrastructure, Contracts for Program Services	
03-44-44-442010-3841-102-500731	\$47,500
Dept. Environmental Services, River Restoration – Dam Remove, Contracts for Program Services	
	<u>TOTAL</u>
	\$360,000

**EXPLANATION**

NHDES requests approval to enter a contract with Fuss & O'Neil, Inc. (Fuss & O'Neil) to fulfill the "Building Capacity for Efficient and Effective Stream Crossing Replacement in NH's Coastal Watersheds", grant that was competitively awarded from the National Fish and Wildlife Foundation (NFWF) to the NHDES Coastal Program (NHCP). The NHCP issued a Request for Qualifications (RFQ) on May 15, 2025, seeking qualified firms to develop a stream crossing prioritization framework, an associated training program, and to provide engineering and technical support for the New Hampshire Stream Crossing Initiative (NHSCI). Four eligible proposals were received and ranked according to selection criteria and selection committee discussion. The proposal submitted by Fuss & O'Neil was determined by the selection committee to offer the best approach for completing the required work. The scoring matrix that includes a list of the selection committee members, along with their titles and level of experience, is provided in Attachment A.

The project area is within the New Hampshire portions of the lower Merrimack River and Piscataqua-Salmon Falls Watersheds. These watersheds contain dense human populations as well as critical terrestrial and aquatic habitats that contribute to the larger Gulf of Maine ecosystem. The risk of catastrophic flooding and trend toward more severe precipitation events are expected to cause culvert failures and subsequent flooding at crossings which will degrade aquatic habitat. The goal of the project is to establish a framework for NH transportation, wildlife, and environmental stakeholders to create a pipeline of high priority stream crossing projects. By streamlining this process with quality data, flexible

Her Excellency, Governor Kelly A. Ayotte  
and The Honorable Council

Page 2 of 2

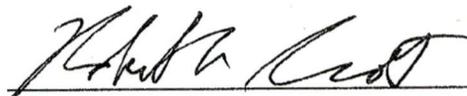
tools, intuitive training, and programmatic capacity this project will contribute to a more flood resilient NH.

Fuss & O'Neil will develop and implement a Stream Crossing Prioritization Framework and associated training program, help NHCP in developing the new Stream Crossing Grant (SCG) program, and conduct outreach with five Regional Planning Commissions in support of the framework. Ultimately, the contract with Fuss & O'Neil will provide the tools necessary to help communities prepare stream crossing projects for future funding opportunities.

Total project costs are budgeted at \$360,000. If federal funds become no longer available, general funds will not be requested to support this program.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.



---

Robert R. Scott, Commissioner

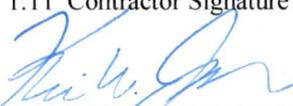
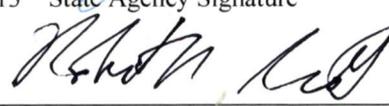
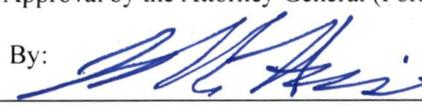
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Fuss & O'Neil, Inc.		1.4 Contractor Address One Financial Plaza, 15th Floor Hartford, CT 06103	
1.5 Contractor Phone Number 860.646.2469	1.6 Account Unit and Class 03-44-44-442010-1209-102-500731	1.7 Completion Date December 31, 2027	1.8 Price Limitation \$360,000
1.9 Contracting Officer for State Agency Pauline Perkins, Watershed Management Specialist		1.10 State Agency Telephone Number 603-559-0021	
1.11 Contractor Signature  Date: September 25, 2025		1.12 Name and Title of Contractor Signatory Kevin Johnson, President, Chief Executive Officer	
1.13 State Agency Signature  Date: 10/30/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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: 12/1/2025			
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 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 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**  
**Special Provisions**

Funds paid under this agreement are from a Grant Agreement to the State from the NATIONAL FISH AND WILDLIFE FOUNDATION, which provides funding from US Fish and Wildlife Service under CFDA # 11.473. All applicable requirements, regulations, provisions, terms and conditions of this Federal Contract Agreement are hereby adopted in full force and effect to the relationship between this Department and the Grantee.

**I) Limitations on Liability**

Contractor's liability to the State for any damages sought by the State arising from this Agreement, whether based upon contract, warranty, negligence, or otherwise, is in the aggregate, limited to an amount no greater than the Price Limitation of this Agreement.

**II) Force Majeure:**

Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, fires, floods, wars, accidents, labor disputes or shortages, earthquakes, acts of terrorism, epidemics, or pandemics, or any similar cause beyond reasonable control of such party ("Force Majeure Event"). If a Party is so impacted, in whole or in part, such Party will promptly notify the other in writing, explaining the reason for the delay. In the event of a Force Majeure Event, the time of performance may seek amendment of this Agreement as allowed.

**Federal Funding Accountability and Transparency Act (FFATA).** The Grantee shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Number (UEI), and all applicable Executive Compensation Data information as required under the FFATA. The UEI is LE5DAR1LLZK9.

**Exhibit B**  
**Scope of Services**

**Project Title:** Building Capacity for Efficient and Effective Stream Crossing Replacement in NH's Coastal Watersheds (Crossing Capacity Pilot Project)

**Project Goal:** The Crossing Capacity Pilot Project Area is within the New Hampshire (NH) portions of the HUC 8 Merrimack River and Piscataqua-Salmon Falls Watersheds. As detailed in the Merrimack and Coastal Watershed Conservation Plans, these fast-growing watersheds contain critical terrestrial and aquatic habitats and contribute to the larger Gulf of Maine ecosystem. These watersheds are also at extreme risk of catastrophic flooding, with the trend of increased overall precipitation causing culvert failure and flooding at crossings, simultaneously degrading habitat. The project aims to empower NH transportation, wildlife, and environmental stakeholders to continually create a robust, efficient and multi-benefit pipeline of crossing projects.

**ACTIVITY 1: DEVELOP AND IMPLEMENT STREAM CROSSING PRIORITIZATION FRAMEWORK & TRAINING PROGRAM**

**Task 1.1: Model Finalization & Scoring/Ranking Evaluation**

*Description:* The Contractor will conduct a quality control review of the UNH CEE Pilot Prioritization Model, associated Python script and data in partnership with UNH CEE, present findings to the NHSCI Implementation Committee, and incorporate stakeholder feedback into the final Prioritization Model. To do this, Prioritization Model results will be evaluated with the traditional scoring and ranking prioritization methodology utilized in NH to-date, such as that conducted by [Milone and MacBroom for the Piscataquog River Watershed in 2016](#), to inform the finalized Prioritization Model, which will be summarized in a Prioritization Model Evaluation Technical Memo. The Prioritization Model will be presented and shared with the NHSCI, and an iterative approach will be taken to incorporate their feedback, documented in a NHSCI Feedback Matrix and Action Plan. The Feedback Matrix and Action Plan will document NHSCI comments and Project Team responses with action items to finalize the Prioritization Model in an Excel format. To ensure maintainability by NHDES, the Contractor will also create a Stream Crossing Prioritization Model Maintenance Manual describing tasks associated with running the model, any required regular updates, etc.

- *Estimated timeframe:* Upon Governor & Council Approval – December 2025
- *Deliverable(s):* NHSCI presentation and meeting minutes, NHSCI Feedback Matrix & Action Plan, Prioritization Model Evaluation Technical Memo, Final Prioritization Model, Stream Crossing Prioritization Model Maintenance Manual

**Task 1.2: Summary of Nationwide Stream Crossing Prioritization and Replacement Best Practices**

*Description:* The Contractor, with support from TNC, will utilize the UNH CEE literature review as well as results from the UNH crossing prioritization stakeholder needs survey completed in the spring of 2024, and conduct up to 16 one-on-one informational interviews with representatives from the NHSCI, small/medium/large municipalities, as well as non-profit groups such as the Lamprey River Watershed Association and Merrimack River Watershed Council (at least two per representative group). Results from the Summary document will be presented to the NHSCI and inform deliverables throughout the Project Scope.

- *Estimated timeframe:* September – December 2025
- *Deliverable(s):* Draft & Final Stream Crossing Prioritization Best Practices Summary; Interview Materials (e.g., interview questions and notes)

### **Task 1.3: Top Priority Stream Crossing List**

*Description:* The Contractor will partner with UNH CEE to use the refined model from Task 1.1 to generate a Final Prioritized Crossing List. The Contractor will share the draft with the NHSCI Implementation Committee for review and incorporate one round of revisions before finalizing the list in both Excel and as an ArcGIS shapefile format.

- *Estimated timeframe:* November – December 2025
- *Deliverable(s):* Draft & Final Prioritized Crossing List (Excel and spatial formats)

### **Task 1.4: Prioritization Planning Tools**

*Description:* The Contractor, with support from the Project Team and in coordination with the NHSCI Implementation Committee, will create a Tool Development Work Plan to direct development of a suite of Crossing Prioritization Planning Tools (such as an online, interactive mapper and 'how to' guidance on incorporating crossing prioritization into existing planning processes such as Capital Improvement, Hazard Mitigation, Regional Corridor Transportation Plans, etc.). The Work Plan will outline a phased development process that will begin with the initial prototyping of the Crossing Prioritization Planning Tool, incorporate feedback from end users, refine the tool through an iterative design process, and finish with the development of up to three how-to guides. (Note: The focus of these how-to guides will be to inform municipal and regional planners how to use the tool as part of an integrated planning process to update hazard mitigation plans, develop capital improvement programs, etc. The topics of focus for the how-to guides will be decided upon consultation with the NHSCI Implementation Committee and other stakeholders.) Following the development of the Work Plan, the Contractor will work with UNH CEE to develop an interactive and user-friendly Crossing Prioritization Planning Tool compatible with existing NHDES applications such as ESRI or Oracle Apex with input from existing crossing asset database managers such as the NHDES Wetlands Permitting Tool, CCM database, SADES, etc. to incorporate lessons learned from existing resources, ensure coordination, and reduce overlap. The Contractor will design and hold a user workshop with stakeholders to inform online, interactive tool design, culminating in a Workshop Summary with design recommendations. The goal is to create an online prioritization tool that can be

maintained by existing NHDES staff in the long-term that meets all NHDES network requirements. To support this goal, the consultant(s) will develop a Prioritization Tool Maintenance Manual describing tasks associated with maintaining the tool, any required regular updates, etc.

- *Estimated timeframe:* December 2025 – December 2026
- *Deliverable(s):* Tool Development Work Plan; User workshop w/summary and design recommendations; Interactive prioritization tool that incorporates the Crossing Prioritization Model (Task 1.1); up to three 'how to' guides; Prioritization Tool Maintenance Manual

### **Task 1.5: Stream Crossing Prioritization Training Program**

*Description:* The Contractor will develop training materials to educate practitioners and decision makers on how to utilize the Crossing Prioritization Planning Tools (Task 1.4) in concert with other available resources and existing municipal planning processes such as the NHSCI protocol, CCM Program, Hazard Mitigation Planning, Capital Improvement Program planning, etc. to help ensure effective use of limited resources. The consultant will work collaboratively with the Project Team to develop a crossing Prioritization Planning Tool Guidance Document (i.e. a manual for end-users) as well as an associated training presentation that can be delivered virtually or in-person to the public, private, nonprofit, and academic sectors free of charge (four 1–2-hour live trainings hosted by UNH T2 and on-demand content will also be provided by the consultant with support from the Project Team).

- *Estimated timeframe:* August 2026 – December 2027
- *Deliverable(s):* Training Development and Implementation Work Plan; Prioritization Planning Tool Guidance Document; training presentation and associated materials; four 1–2-hour trainings as well as on-demand recorded training

## **ACTIVITY 2: STREAM CROSSING GRANT (SCG) PROGRAM DEVELOPMENT**

### **Task 2.1: SCG Strategic Planning**

*Description:* The Contractor will assist NHCP and TNC in developing a Strategic Vision, Work Plan, and Guidebook for the SCG program. This will include a half-day facilitated virtual workshop that will help identify proven successes of the past grant program, outline key steps in the re-granting program, and establish a draft Strategic Vision for the SCG program that places an emphasis on procedural and distributional efficacy, Nature-Based Solutions (NBS), and long-term project pipeline advancement, positioning communities for future funding success. The Contractor will then establish a brief (up to 15-page), graphically-rich Program Guidebook for the SCG program that will make it easy for both the grantor and grantees to engage with the program and move projects forward to implementation, with clear guidance on eligibility criteria, steps to apply for funding, and how proposals will be evaluated for grant awards.

- *Estimated timeframe:* November – December 2025
- *Deliverable(s):* Assistance with grant program Strategic Vision and Work Plan; SCG Program Guidebook

**Task 2.2: SCG Program Materials Development**

*Description:* As a complement to the development of the Program Guidebook (as part of Task 2.1), the Contractor will work with NHCP and TNC to develop a web-based form application for the SCG program. Additionally, the Contractor will develop evaluation and scoring criteria in the form of an Excel-based rubric that will have instructions for scorers aimed at improving inter-rater reliability and transparency in the evaluation process. Finally, the Contractor will help host one (1) live, up to 90-minute webinar on the SCG program that will provide an overview of the program, instructions for applicants on how to submit applications, and a Q&A session.

- *Estimated timeframe:* January – April 2026
- *Budget:*
- *Deliverable(s):* Assistance with grant application materials; evaluation & scoring criteria materials; applicant tracking database, outreach webinar materials

**ACTIVITY 3: A RELATIONSHIP FORWARD APPROACH: MEANINGFUL OUTREACH, EDUCATION, AND TECHNICAL ASSISTANCE**

**Task 3.1: Outreach Support**

*Description:* The Contractor will work with the Regional Planning Commissions’ Crossing Navigators and the Project Team to develop an Outreach Plan for the roll-out of both the Crossing Prioritization Planning Tool and the SCG Program. This Plan will reflect the feedback from Tasks 1.2 - 2.2 and will clearly outline the scope and approach of rolling out these final materials.

- *Estimated timeframe:* Project duration
- *Deliverable(s):* Assistance with the Outreach Plan; outreach materials (informational flyers, social media, website development, etc.)

**Task 3.2: Crossing Opportunity Assessment & Conceptual Alternatives for Project Pipeline Development**

*Description:* The Contractor will provide outreach and limited engineering services for conceptual designs to support multi-benefit project selection and community buy-in, such as Selectboard approval for grant application development. The Contractor will support NHCP and TNC in up to 24 one-on-one project pipeline development meetings with optional Opportunity Assessment site visits, summaries, and conceptual designs. The Contractor will aim for up to five (5) hours of consultant team time per meeting, inclusive of a site visit/meeting, conceptual plan, and summary. They will be prepared with aerial imagery, existing parcel data, and any existing crossing assessment data to ensure that each site visit is targeted and efficient. They

will provide each community with an Opportunity Assessment to aid participants in identifying solutions for addressing problems, including a graphical flyer that outlines the process for using the Prioritization Tool, SADES database, and SCG Program. Potential projects eligible for Task 3.2 support will be identified and connected to the consultant by the RPC Crossing Navigators.

- *Estimated timeframe:* Project duration
- *Deliverable(s):* Up to 24 one-on-one project pipeline development meetings with Crossing Opportunity Assessment & Conceptual Alternatives (estimate of 3-5 hours consultant time per stakeholder engagement)

### **Task 3.3: Preliminary Site Assessments**

*Description:* The Contractor will help with conducting assessments at up to eight stream crossing or dam removal sites (8 total). At each of these site assessments, the team will aim to capture key site details to further refine conceptual plans and ready them for additional phases of design and future funding applications. As part of the assessments, the team will leverage the potential for projects to incorporate ecological restoration and increased flood risk mitigation.

- *Estimated timeframe:* Project duration
- *Deliverable(s):* Up to eight Preliminary Site Assessments for crossing replacement as well as dam removal projects

### **Task 4: Project Management & Reporting**

*Description:* The Contractor will participate in monthly check-ins with the Crossing Capacity Pilot Project Team to update on project progress. The Contractor will also prepare and submit an Interim Report (template to be provided by NHCP) within 30 days of the reporting periods detailed below that summarizes the work performed under all activities during the following periods:

- G&C approval – December 31, 2025
- January 1, 2026 - June 30, 2026
- July 1, 2026 – December 31, 2026
- January 1, 2027 - June 30, 2027

The final cumulative report will be due thirty days after the contract end date of December 31, 2027.

- *Estimated timeframe:* Project duration
- *Deliverables:* Four Interim Reports; one Final Report; monthly virtual Project Meetings

**Funding credit and ADA Compliance:**

All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

**Exhibit C**  
**Method of Payment and Contract Price**

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable payments may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt and within 30 days of invoice, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the contract award of \$360,000.

# 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 FUSS & O'NEILL, INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on June 09, 1993. 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: **190362**

Certificate Number: **0007295387**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of September A.D. 2025.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Tatia Lewis-Hayes, Corporate Secretary of the Fuss & O'Neill, Inc., do hereby certify that:

- (1) I am the duly elected Corporate Secretary;
- (2) at the meeting held on July 28, 2025, Fuss & O'Neill, Inc. voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Fuss & O'Neill, Inc. further authorized the President & Chief Executive Officer to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Kevin Johnson  
Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand as the Corporate Secretary of the Fuss & O'Neill, Inc., this 24th day of September, 2025.

Tatia Lewis-Hayes  
*Signature of Certifying Officer*

**COMMONWEALTH OF MASSACHUSETTS**

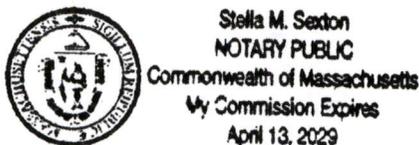
County of Franklin

On this the 24th day of September, 2025, before me Stella M. Sexton the undersigned officer, personally appeared Tatia Lewis-Hayes who acknowledged him/herself to be the Corporate Secretary of the Fuss & O'Neill, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Stella M. Sexton  
(Notary Public Signature)

Commission Expiration Date: 4/13/2029  
(Seal)







**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Fuss & O'Neill, Inc One Financial Plaza, 15th Floor Hartford, CT 06103	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Indemnity National Insurance Company NAIC#: 18468  
 POLICY NUMBER: XS001814 24      EFF DATE: 12/31/2024      EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

INSURER AFFORDING COVERAGE: RSUI Indemnity Company NAIC#: 22314  
 POLICY NUMBER: NHA604323      EFF DATE: 12/31/2024      EXP DATE: 12/31/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Automobile Liability	Each Occurrence	\$1,500,000
	excess	\$2,000,000

**Attachment A**  
**Proposal Scoring Matrix**

Bidder Name	Reviewers					Rank	
	A	B	C	D	E	Sum of Ranks	Final Rank
Fuss & O'Neil, Inc.	1	1	1	1	1	5	1
VHB	2	2	2	*	3	9	2
SLR International Corporation	3	3	3	2	2	13	3
Wright Pierce	4	4	4	3	4	19	4

\*Reviewer abstained from scoring & discussion due to a conflict of interest.

**Review Team Members:**

- Alaina Chormann - Climate Adaptation Program Manager, The Nature Conservancy (NH), 7 years of experience in the disciplines of climate science and geology.
- Brian D. Young, Ph.D. – Geospatial Business Systems Analyst, NHDES, 28 years of experience in environmental science, research, teaching, and data analysis.
- Kevin Lucey – Habitat Coordinator, NHDES Coastal Program, 23 years of habitat assessment and restoration work.
- Polly Perkins – Watershed Specialist, NHDES Coastal Program, 16 years of watershed management experience.
- Trevor Mattera - Habitat & Water Quality Program Manager, Piscataqua Region Estuaries Partnership, 11 years of species and habitat monitoring and restoration work.