



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

May 17, 2024



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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a contract (PO #7003247) with the Woods Hole Group, Inc., (VC# 388987-B001), Bourne, MA for the development of the NH Coastal Flood Risk Model, by extending the end date to June 30, 2025, from June 30, 2024, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on February 16, 2022, Item #94 and amended on May 31, 2023, Item #103. 94% Capital (General) Funds, 6% Federal Funds. This is a no cost time extension.

EXPLANATION

NHDES requests approval of this amendment to provide additional time to complete the hydrodynamic model for NH's coast and estuaries: the NH Coastal Flood Risk Model (NH-CFRM). Woods Hole Group, (WHG) completed initial development of the hydrodynamic model. However, during the simulation and calibrations of numerous storm scenarios, WHG experienced a computer failure that required the contractor to replace and rerun a significant portion of the model, thus delaying the output of the model by approximately nine months to one year. Additional time for project completion is requested so the contractor may successfully complete the NH-CFRM and resulting products.

NHDES issued a Request for Proposal on August 16, 2021, for the development of the NH-CFRM. The goal of the NH-CFRM and its data is to help state and local decision-makers and stakeholders in New Hampshire's Coastal Zone examine the flood risk of tidal flooding, storm surge, and present and future sea-level rise (SLR) on assets, infrastructure, and natural resources. Currently, statewide maps of water levels during coastal storm events and under potential SLR scenarios provide a rudimentary "bathtub" approach to depicting flood risk that does not account for ocean conditions such as waves and winds or for physical features on the landscape that dynamically interact with tidal floodwaters. This grant will enable WHG to work with NHDES and an Advisory Committee to develop a science-based approach to identifying coastal flood risk for NH's 17 Coastal Zone communities. To date, \$95,725.50 has been spent of the contract total of \$372,421.

This amendment has been approved by Office of the Attorney General as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

Agreement for Services with the Woods Hole Group, Inc.
Amendment No. 2

This Agreement (hereinafter called the "Amendment") dated this 2 day of May, 2024, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Woods Hole Group, Inc. acting by and through the President, Robert P. Hamilton, Jr. (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on February 16, 2022, and its first Amendment (hereinafter called "Amendment 1") approved by the Governor and Council on May 31, 2023, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein;

WHEREAS, The Contractor and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from June 30, 2024 to June 30, 2025.
 - (B) Exhibit B of the Agreement (Scope of Services) shall be amended as follows and noted with strikethrough (deletion) and italics (addition):

Task #	Task Description	Deliverables/Outcomes	Completion Date
Task 1: Model Development and Simulations			
1.1	Develop New Hampshire Model Domain	a) Numerical model domain that covers the NH coastal flood region, extending up to approximately the 30- to 35-foot NAVD88 elevation across the state, encompassing coastlines, salt marshes, wetlands, estuaries, and tidal rivers. b) High-resolution (on the order of 5-10 meters (16-33 feet), with some areas consisting of node spacing as close as 5-10 feet) overland grid/mesh for New Hampshire representing the landscape and upland areas of the New Hampshire coastline and surrounding areas.	8/31/2023 5/31/2024
1.2	Determine Riverine Conditions	a) Future discharge conditions identified based on the results of the USGS study entitled "Simulated Hydrologic Response to Climate Change During the 21st Century in New Hampshire." b) Sensitivity analysis determining the relative importance of the magnitude of the discharge conditions (storm versus mean), as well as the upstream extent when discharge conditions may have a greater influence on flooding.	8/31/2023 Completed
1.3	Develop Boundary Conditions, Storm Sets,	a) Model boundary conditions established and calibrated specifically for New Hampshire. b) Storm set developed specifically for New Hampshire, consisting of	8/31/2023 Completed

Contractor Initials: RPH
Date: 5/2/24

	etc.	tropical and extra tropical conditions that evolve under changing climate conditions in the ocean. c) Selection of sea level rise projections input into the model. d) Other boundary conditions, including astronomical and meteorological forcing conditions established.	
1.4	Integration of Tidal Crossings	a) Technical memorandum and presentation to NHDES and the AC on WHG's proposed methodology to identify and incorporate high priority tidal crossings (bridges and culverts) dynamically into the model.	8/31/2023 5/31/2024
1.5	Model Calibration and Validation	a) Individual storm events selected for model calibration and validation. b) Calibrated model based on normal tidal conditions and representative storm events for the northeast, as well as validated to another storm event to ensure accuracy.	8/31/2023 6/30/2024
1.6	Monte Carlo Simulations (present day & 3 4 climate scenarios)	a) Robust distribution of expected water levels and flooding risk for the entire model domain provided by model simulations for extra-tropical and tropical storms developed specifically for New Hampshire.	12/31/2023 10/31/2024
1.7	Overtopping Simulations	a) Wave runup and overtopping sub-model for assessing these hazards at structure locations over the course of a storm.	1/13/2024 11/30/2024
1.8	Model Management Plan	a) Model management plan that provides technical details on the model components, input datasets, and model boundary conditions, as well as the limitations of those datasets and components. The model management plan will also identify a timeframe for when certain model aspects should be reviewed for potential updates and include a suggested timeline for model maintenance activities.	2/28/2024 11/15/2024
1.9	Project Management/ Meetings	a) Four (4) meetings convened with NHDES and the AC, one of which will be in person at NHDES.	3/26/24 6/30/2025
Task 2: Mapping Products/Deliverables			
2.1	Post-processing, Raster Generation, and Mapping	a) ARC-GIS compatible raster data, as well as associated high-resolution maps, for annual exceedance probability flood risk (present day & 3 4 climate scenarios) provided on a town-by-town basis. <i>This milestone will be completed by 2/28/2025.</i> b) ARC-GIS compatible raster data, as well as associated high-resolution maps for depth of inundation or water surface elevation (present day & four climate scenarios) corresponding to three (3) selected annual exceedance probability levels provided on a town-by-town basis. <i>This milestone will be completed by 2/28/2025.</i> c) NH-CFRM metadata and readme files provided with the data deliverables listed above. <i>Data will be publicly available for download on the Woods Hole Group, Inc. webpage. This milestone will be completed by 2/28/2025.</i>	5/5/2024 2/28/2025
2.2	Non-standard Data Production (waves, tidal benchmarks)	a) Wave heights at three (3) annual exceedance probabilities for four (4) sea level rise scenarios, which will be selected in consultation with NHDES and the AC to ensure consistency with the NH Coastal Flood Risk Guidance. <i>This milestone will be completed by 2/28/2025.</i> b) Five (5) tidal benchmarks for four (4) sea level rise scenarios, which will be selected in consultation with NHDES and the AC to ensure consistency with the NH Coastal Flood Risk Guidance. <i>This milestone will</i>	6/16/2024 2/28/2025

Contractor Initials: RAH
Date: 5/2/24

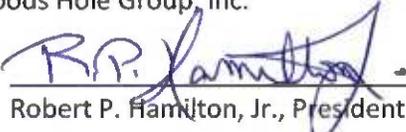
		<i>be completed by 2/28/2025.</i>	
2.3	Reporting	<p>a) Final report adhering to the NHDES publication guidelines that describes the development of the model and the output data. This will include, but not be limited to, discussion on the existing data used to develop the NH-CFRM, description of the model development and input parameters, and discussion of the results. <i>This milestone will be completed by 3/21/2025.</i></p> <p>b) Comment/response document pertaining to NHDES comments on the draft report. <i>This milestone will be completed by 1/31/2025.</i></p> <p>c) Fact sheet that gives an overview of the model, data used in the model, and the different output products that are available. <i>This milestone will be completed by 2/14/2025.</i></p> <p>d) Fact sheet that provides answers to Frequently Asked Questions about NH-CFRM. <i>This milestone will be completed by 2/14/2025.</i></p>	5/19/2024 6/30/2025
2.4	Project Management/ Meetings	<p>a) Three (3) meetings convened with NHDES and the AC to review the final model results, draft example GIS products and maps, draft fact sheets, and the draft technical report. <i>This milestone will be completed by 3/21/2025.</i></p> <p>b) Half-day training session to NHDES and other stakeholders on the development of the model, how to best interpret the model output, it's potential uses, and strategies for communicating to a larger stakeholder group working within the State to give users a consistent message and guidance. <i>This milestone will be completed by 3/31/2025.</i></p>	6/30/2024 3/31/2025
2.5	NH Coastal Flood Risk Summary Advising	a) Provide advisory assistance to NHDES via communications and data sharing during the five-year update of the New Hampshire Coastal Flood Risk Summary.	6/30/2025

2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials: BAX
Date: 5/2/24

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

The Woods Hole Group, Inc.

By 
Robert P. Hamilton, Jr., President

STATE OF Massachusetts
COUNTY OF Barnstable

On this the 2nd day of May, 2024 before the undersigned officer, personally appeared Robert P. Hamilton, Jr., President, who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Name:
Notary Public/ Justice of the Peace
My Commission Expires: 2.7.31

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 21st day of May, 2024

OFFICE OF ATTORNEY GENERAL

By , Melissa Fales, AAG

Contractor Initials: RPH
Date: 5/2/24

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 THE WOODS HOLE GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on November 23, 2021. 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: 886710

Certificate Number: 0006684771



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carine Foulquier, CFO of the Woods Hole Group, Inc., do hereby certify that:

- (1) I am the duly elected Secretary ;
- (2) at the meeting held on April 25, 2024, the Organization voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Organization further authorized the President, Robert P. Hamilton, Jr. 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:

Robert P. Hamilton, Jr.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Woods Hole Group, Inc. (Office of Certifying Officer) the Organization, this 26 day of April, 2024.

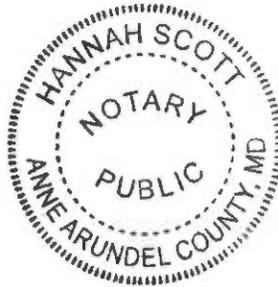
[Handwritten Signature]
Signature

STATE OF ~~NEW HAMPSHIRE~~ MARYLAND
County of Anne Arundel
On this the 26 day of April, 2024, before me Hannah Scott the undersigned officer, personally appeared Carine Foulquier who acknowledged him/herself to be the Secretary of the Organization 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.

[Handwritten Signature]
(Notary Public Signature)

Commission Expiration Date: 4/16/26
(Seal)





The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

April 19, 2023

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

*Ben
Gully
Aidan
Barry*
APPROVED G & C

DATE 5/31/2023

ITEM # 103

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to amend a contract (PO #7003247) with the Woods Hole Group, Inc., (VC# 388987-8001), Bourne, MA for the development of a coastal flood risk model, by increasing the contract award amount by \$22,500 to \$372,421 from \$349,921 and by extending the project expiration date to June 30, 2024 from June 30, 2023, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on February 16, 2022, Item #94. 100% Federal Funds.

Funding is available in the accounts as follows:

03-44-44-442010-1209-102-500731

Dept. Environmental Services, Coastal Resilience, Contracts for Program Services

FY 2023
\$22,500

EXPLANATION

NHDES requests approval of this amendment to provide additional time and funds to complete the hydrodynamic model for NH's coast and estuaries: the NH Coastal Flood Risk Model (NH-CFRM). This amendment is necessary due to delays associated with the NH Seacoast LIDAR (light detection and ranging) data set. It is critical that the NH-CFRM model uses the most up-to-date data available to ensure an accurate and reliable assessment of flood risk. LIDAR elevation data is a critical dataset to evaluate coastal elevations and the seacoast 2020 LIDAR release was delayed approximately 6 months due to the COVID-19 pandemic. Additional time for project completion is requested so the contractor may incorporate the new information into the watershed planning process and resulting products.

This amendment also includes additional funds for the analysis of an additional sea level rise (SLR) scenario that was not included in the original agreement. The amendment proposes funds for the analysis of SLR conditions in the year 2090 to be included in the NH-CFRM. The additional SLR scenario will allow the model to demonstrate predicted sea level and flooding conditions at baseline, and the following years: 2030, 2050, 2070, as well as the addition of 2090. The 2090 scenario enables a more complete understanding of predicted sea levels throughout the 21st century at consistent timeframes. The additional scenario of 2090 will also provide critical information to long term planning efforts such as transportation and infrastructure.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-3503 • Fax: 271-5171 • TDD Access: Relay NH 1-800-735-2964

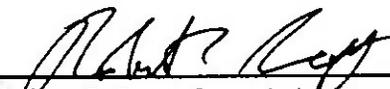
His Excellency, Governor Christopher T. Sununu
and The Honorable Council
Page 2

NHDES issued a Request for Proposals (RFP) on August 16, 2021 for the development of a hydrodynamic model for NH's coast and estuaries: the NH Coastal Flood Risk Model (NH-CFRM). The goal of the NH-CFRM and its data is to help state and local decision-makers and stakeholders in New Hampshire's Coastal Zone examine the flood risk of tidal flooding, storm surge, and present and future sea-level rise (SLR) on assets, infrastructure and natural resources. Currently, statewide maps of water levels during coastal storm events and under potential SLR scenarios provide a rudimentary "bathtub" approach to depicting flood risk that does not account for ocean conditions such as waves and winds or for physical features on the landscape that dynamically interact with tidal floodwaters.

Consequently, existing maps predict inundation in areas where flooding will not occur, while, also misidentifying some areas as remaining dry that would be inundated. This agreement will enable Woods Hole Group, Inc. (WHG) to work with NHDES and a local Advisory Committee to develop a science-based approach to identifying coastal flood risk for NH's 17 Coastal Zone communities. The results of the NH-CFRM will be publicly available for municipalities, state agencies, residents, and other stakeholders to understand flood risk on a parcel level scale for a variety of storm conditions and SLR scenarios. The WHG has met with the project Advisory Committee to present progress on model inputs including sea level rise projections, culvert and crossings analysis, riverine discharge analysis, and influence of historic storm events. However, WHG has yet to invoice work completed. To date, \$0 has been spent of the original contract of \$349,921.

This amendment has been approved by Office of the Attorney General as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

Agreement for Services with the Woods Hole Group, Inc.
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 28 day of March, 2023, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and the Woods Hole Group, Inc. acting by and through the President, Robert P. Hamilton, Jr. (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on February 16, 2022, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from June 30, 2023 to June 30, 2024.
 - (B) The price limitation as set forth in sub-paragraph 1.8 of the Agreement shall be increased by \$22,500 from \$349,921 to \$372,421.
 - (C) Exhibit B of the Agreement (Scope of Services) shall be amended as follows and noted with strikethrough (deletion) and italics (addition):

Task 1: Model Development and Simulations			
1.1	Develop New Hampshire Model Domain	a) Numerical model domain that covers the NH coastal flood region, extending up to approximately the 30- to 35-foot NAVD88 elevation across the state, encompassing coastlines, salt marshes, wetlands, estuaries, and tidal rivers. b) High-resolution (on the order of 5-10 meters (16-33 feet), with some areas consisting of node spacing as close as 5-10 feet) overland grid/mesh for New Hampshire representing the landscape and upland areas of the New Hampshire coastline and surrounding areas.	3/18/22 8/31/2023
1.2	Determine Riverine Conditions	a) Future discharge conditions identified based on the results of the USGS study entitled "Simulated Hydrologic Response to Climate Change During the 21st Century in New Hampshire." b) Sensitivity analysis determining the relative importance of the magnitude of the discharge conditions (storm versus mean), as well as the upstream extent when discharge conditions may have a greater influence on flooding.	3/13/22 8/31/2023
1.3	Develop Boundary Conditions,	a) Model boundary conditions established and calibrated specifically for New Hampshire.	4/30/22 8/31/2023

Contractor Initials: RPH
Date: 4/13/23

	Storm Sets, etc.	<p>b) Storm set developed specifically for New Hampshire, consisting of tropical and extra tropical conditions that evolve under changing climate conditions in the ocean.</p> <p>c) Selection of sea level rise projections input into the model.</p> <p>d) Other boundary conditions, including astronomical and meteorological forcing conditions established.</p>	
1.4	Integration of Tidal Crossings	a) Technical memorandum and presentation to NHDES and the AC on WHG's proposed methodology to identify and incorporate high priority tidal crossings (bridges and culverts) dynamically into the model.	5/31/23 8/31/2023
1.5	Model Calibration and Validation	<p>a) Individual storm events selected for model calibration and validation.</p> <p>b) Calibrated model based on normal tidal conditions and representative storm events for the northeast, as well as validated to another storm event to ensure accuracy.</p>	7/31/23 8/31/2023
1.6	Monte Carlo Simulations (present day & 3 4 climate scenarios)	a) Robust distribution of expected water levels and flooding risk for the entire model domain provided by model simulations for extra-tropical and tropical storms developed specifically for New Hampshire.	12/31/23 12/31/2023
1.7	Overtopping Simulations	a) Wave runup and overtopping sub-model for assessing these hazards at structure locations over the course of a storm.	1/13/23 1/13/2024
1.8	Model Management Plan	a) Model management plan that provides technical details on the model components, input datasets, and model boundary conditions, as well as the limitations of those datasets and components. The model management plan will also identify a timeframe for when certain model aspects should be reviewed for potential updates, and include a suggested timeline for model maintenance activities.	2/28/23 2/28/2024
1.9	Project Management/ Meetings	a) Four (4) meetings convened with NHDES and the AC, one of which will be in person at NHDES.	1/13/23 3/26/24
Task 2: Mapping Products/Deliverables			
2.1	Post-processing, Raster Generation, and Mapping	<p>a) ARC-GIS compatible raster data, as well as associated high-resolution maps, for annual exceedance probability flood risk (present day & 3 4 climate scenarios) provided on a town-by-town basis.</p> <p>b) ARC-GIS compatible raster data, as well as associated high-resolution maps for depth of inundation or water surface elevation (present day & three four climate scenarios) corresponding to three (3) selected annual exceedance probability levels provided on a town-by-town basis.</p> <p>c) NH-CFRM metadata and readme files provided with the data deliverables listed above.</p>	5/5/23 5/5/2024
2.2	Non-standard Data Production (waves, tidal benchmarks)	<p>a) Wave heights at three (3) annual exceedance probabilities for three (3) four (4) sea level rise scenarios, which will be selected in consultation with NHDES and the AC to ensure consistency with the NH Coastal Flood Risk Guidance.</p> <p>b) Five (5) tidal benchmarks for three (3) four (4) sea level rise scenarios, which will be selected in consultation with NHDES and the AC to ensure consistency with the NH Coastal Flood Risk Guidance.</p>	6/16/23 6/16/2024
2.3	Reporting	a) Final report adhering to the NHDES publication guidelines that describes the development of the model and the output data. This will include, but not be limited to, discussion on the existing data used to	5/19/23 5/19/2024

Contractor Initials: RPX

Date: 4/13/23

		<p>develop the NH-CFRM, description of the model development and input parameters, and discussion of the results.</p> <p>b) Comment/response document pertaining to NHDES comments on the draft report.</p> <p>c) Fact sheet that gives an overview of the model, data used in the model, and the different output products that are available.</p> <p>d) Fact sheet that provides answers to Frequently Asked Questions about NH-CFRM.</p>	
2.4	Project Management/ Meetings	<p>a) Three (3) meetings convened with NHDES and the AC to review the final model results, draft example GIS products and maps, draft fact sheets, and the draft technical report.</p> <p>b) Half-day training session to NHDES and other stakeholders on the development of the model, how to best interpret the model output, it's potential uses, and strategies for communicating to a larger stakeholder group working within the State to give users a consistent message and guidance.</p>	<p>6/30/23 6/30/2024</p>

(D) Attachment A of the Agreement (Budget Estimate) shall be amended as follows and noted with strikethrough (deletion) and italics (addition):

Task	Personnel	Travel	Equipment	Sub-contractual	Task Subtotals
1.1 Develop New Hampshire Model Domain	\$13,360	-	-	\$7,130	\$20,490
1.2 Determine Riverine Conditions	\$8,160	-	-	\$4,600	\$12,760
1.3 Develop Boundary Conditions, Storm Sets, etc.	\$10,420	-	\$11,500	\$4,600	\$26,520
1.4 Integration of Tidal Crossings	\$17,400	-	-	-	\$17,400
1.5 Model Calibration and Validation	\$13,780	-	-	-	\$13,780
1.6 Monte Carlo Simulations (present day & 3 4 climate scenarios)	Original \$59,880 Amendment (+\$14,970) <i>Revised</i> \$74,850				Original \$59,880 Amendment (+\$14,970) <i>Revised</i> \$74,850
1.7 Overtopping Simulations	Original \$21,540 Amendment (+\$6,000) <i>Revised</i> \$27,540				Original \$21,540 Amendment (+\$6,000) <i>Budget</i> \$27,540

Contractor Initials: *REP*

Date: *4/13/23*

Task	Personnel	Travel	Equipment	Sub-contractual	Task Subtotals
1.8 Model Management Plan	\$4,080				\$4,080
1.9 Project Management/ Meetings	\$11,760	\$215		\$1,725	\$13,700
2.1 Post-processing, Raster Generation, and Mapping	\$116,070				\$116,070
2.2 Non-standard Data Production (waves, tidal benchmarks)	Original \$11,720 Amendment (+\$1,530) Revised \$13,250				Original \$11,720 Amendment (+\$1,530) Revised \$13,250
2.3 Reporting	\$14,560				\$14,560
2.4 Project Management/ Meetings	\$14,120			\$3,301	\$17,421
Sub Totals	Original \$316,860 Amendment (+\$22,500) Revised \$339,350	\$215	\$11,500	\$21,356	Original \$349,921 Amendment (+\$22,500) Revised \$372,421
Totals	Original Price Limitation				\$349,921
	Amendment Amount				\$22,500
	Revised Price Limitation				\$372,421

- Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
- Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Contractor Initials: RPH
Date: 4/13/23

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

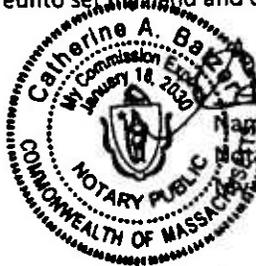
The Woods Hole Group, Inc.

By [Signature]
Robert P. Hamilton, Jr., President

STATE OF Massachusetts
COUNTY OF Barnstable

On this the 13th day of April, 2023 before the undersigned officer, personally appeared Robert P. Hamilton, Jr., President, who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Name: Catherine A. Balthasar
Notary Public/ Justice of the Peace
Commission Expires: 1-18-30


THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By [Signature]
Robert R. Scott, Commissioner

Approved by Attorney General this 5th day of May, 2023

OFFICE OF ATTORNEY GENERAL

By [Signature]

Contractor Initials: RPH
Date: 4/13/23

Certificate of Authority

I, Carine Foulquier, Chief Financial Officer of Woods Hole Group, Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Robert P. Hamilton, Jr. is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Corporate Clerk,
Office/Position of Certifying Officer
of Woods Hole Group, Inc., this 12 day of April, 2023
Name of Company

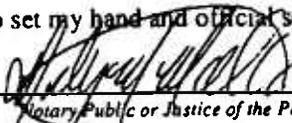

Signature of Certifying Officer

Notarization

State of _____
County of _____
On 4.12.23, before me, Kelly M Malloy
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Carine Foulquier, who
Printed Name of Certifying Officer
acknowledged him/herself to be the CFO of Woods Hole Group
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


Notary Public or Justice of the Peace

(affix seal)

Commission Expires: 6.22.24

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 THE WOODS HOLE GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on November 23, 2021. 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: 886710

Certificate Number: 0006196962



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 April A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Arthur J. Gallagher Risk Management Services, LLC
300 Madison Avenue
28th Floor
New York NY 10017

CONTACT NAME:
PHONE (A/C No. Ext.): 212-994-7100 **FAX (A/C No.):** 212-994-7047
E-MAIL ADDRESS:

INSURED
Woods Hole Group, Inc.
107 Waterhouse Road
Bourne MA 02532

WOODHOL-05

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Xl Specialty Insurance Company	37885
INSURER B : Transportation Insurance Company	20494
INSURER C : ACE American Insurance Company	22867
INSURER D : Indian Harbor Insurance Company	38940
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 292038271

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 (SUBR) (RSD) (WOOD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		UM00044827MA23A	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7012097849	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		UM00044828MA23A	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	PHFD38352659 010	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability		PEC005532503	7/30/2022	7/30/2023	Aggregate Limit	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NHDES CFRM - Develop Coastal Flood Risk Model.
Certificate holder is additional insured where required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

New Hampshire Dept of Environmental Services
29 Hazen Drive
Concord NH 03302-0095

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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ACORD 25 (2016/03)

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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

S. Couture



January 11, 2022

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

APPROVED G & C

REQUESTED ACTION

DATE 16 February 2022
 ITEM # 94

Authorize the Department of Environmental Services (NHDES) to enter into a contract agreement with The Woods Hole Group, Inc. (VC # 388987-8001), Bourne, MA, in the amount of \$349,921 to develop a coastal flood risk model, effective upon Governor and Council approval through June 30, 2023. 100% Capital (General) Funds.

Funding is available in the accounts as follows:

03-44-44-440030-9312-034-500155	<u>FY 2022</u>
Dept Environmental Services, L21:1 V5-Coastal Flooding Mdl, Capital Projects	\$188,110
03-44-44-440030-9357-034-500155	
Dept Environmental Services, L21:14 IV-Coastal Flood Model, Capital Projects	<u>\$161,811</u>
TOTAL:	\$349,921

EXPLANATION

NHDES issued a Request for Proposals (RFP) on August 16, 2021 for the development of a hydrodynamic model for NH's coast and estuaries: the NH Coastal Flood Risk Model (NH-CFRM). The goal of the NH-CFRM and its data is to help state and local decision-makers and stakeholders in New Hampshire's Coastal Zone examine the flood risk of tidal flooding, storm surge, and present and future sea-level rise (SLR) on assets, infrastructure and natural resources. Five eligible proposals were received and ranked according to selection criteria and selection committee discussion. The Woods Hole Group, Inc. (WHG) was the top ranked proposal. A scoring matrix that includes a list of the staff who participated in proposal review is provided in Attachment B.

Currently, statewide maps of water levels during coastal storm events and under potential SLR scenarios provide a rudimentary "bathtub" approach to depicting flood risk that does not account for ocean conditions such as waves and winds or for physical features on the landscape that dynamically interact with tidal floodwaters. Consequently, existing maps predict inundation in some areas where flooding is unlikely, while also misidentifying other areas as remaining dry that could be inundated. This agreement will enable WHG to work with NHDES and a local Advisory Committee to develop a science-based

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
Page 2

approach to identifying coastal flood risk for NH's 17 Coastal Zone communities. The results of the NH-CFRM will be publicly available for municipalities, state agencies, residents, and other stakeholders to understand flood risk on a parcel level scale for a variety of storm conditions and SLR scenarios.

Total project costs are budgeted at \$349,921. NHDES will provide \$349,921 of the project costs through Capital (General) funds. A budget breakdown is provided in Attachment A.

This agreement has been approved by the Department of Justice as to form, substance and execution.

WE RESPECTFULLY REQUEST YOUR APPROVAL.

OFFICE OF THE GOVERNOR
DEPARTMENT OF ENVIRONMENTAL SERVICES
100 WATER STREET
CONCORD, NH 03301
TEL: 603-271-3000
WWW.NHDES.NH.GOV



Robert R. Scott, Commissioner

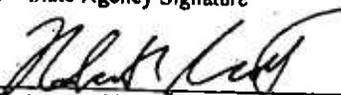
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 The Woods Hole Group, Inc.		1.4 Contractor Address 107 Waterhouse Road Bourne, MA 02532	
1.5 Contractor Phone Number 508-540-8080	1.6 Account Number 03-44-44-440030-9312-034-500155 03-44-44-440030-9357-034-500155	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$349,921.00
1.9 Contracting Officer for State Agency Steve Couture, Coastal Program		1.10 State Agency Telephone Number 603-848-2489	
1.11 Contractor Signature  Date: 12-22-21		1.12 Name and Title of Contractor Signatory Robert P. Hammon, Jr. President	
1.13 State Agency Signature  Date: 1/11/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner NHDES	
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: 1/12/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 12-22-21

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 as indicated in block 1.17, 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. 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 affected 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. 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 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 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 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 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 cured, 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 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.

8.3. 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.

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) 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) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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 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.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 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 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 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 ten (10) days prior to the expiration date of each insurance policy. 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 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**Exhibit A
Special Provisions**

No special provisions.

Contractor Initials RAT
Date 12-22-21

**Exhibit B
Scope of Services**

The Woods Hole Group, Inc. (WHG) shall perform the tasks and complete the deliverables outlined below and specifically described in their proposal, entitled "New Hampshire Coastal Flood Risk Model (NH-CFRM)," as well as their proposal addendum, entitled "Addendum to Proposal for the New Hampshire Coastal Flood Risk Model." Data products and model outputs shall be consistent with the NH Coastal Flood Risk Guidance. Sea level rise scenarios used in the NH-CFRM shall be selected in consultation with NHDES and the project Advisory Committee (AC).

Task #	Task Description	Deliverables/Outcomes	Completion Date
Task 1: Model Development and Simulations			
1.1	Develop New Hampshire Model Domain	a) Numerical model domain that covers the NH coastal flood region, extending up to approximately the 30- to 35-foot NAVD88 elevation across the state, encompassing coastlines, salt marshes, wetlands, estuaries, and tidal rivers. b) High-resolution (on the order of 5-10 meters (16-33 feet), with some areas consisting of node spacing as close as 5-10 feet) overland grid/mesh for New Hampshire representing the landscape and upland areas of the New Hampshire coastline and surrounding areas.	3/18/22
1.2	Determine Riverine Conditions	a) Future discharge conditions identified based on the results of the USGS study entitled "Simulated Hydrologic Response to Climate Change During the 21st Century in New Hampshire." b) Sensitivity analysis determining the relative importance of the magnitude of the discharge conditions (storm versus mean), as well as the upstream extent when discharge conditions may have a greater influence on flooding.	3/31/22
1.3	Develop Boundary Conditions, Storm Sets, etc.	a) Model boundary conditions established and calibrated specifically for New Hampshire. b) Storm set developed specifically for New Hampshire, consisting of tropical and extra tropical conditions that evolve under changing climate conditions in the ocean. c) Selection of sea level rise projections input into the model. d) Other boundary conditions, including astronomical and meteorological forcing conditions established.	4/30/22
1.4	Integration of Tidal Crossings	a) Technical memorandum and presentation to NHDES and the AC on WHG's proposed methodology to identify and incorporate high priority tidal crossings (bridges and culverts) dynamically into the model.	5/31/22
1.5	Model Calibration and Validation	a) Individual storm events selected for model calibration and validation. b) Calibrated model based on normal tidal conditions and representative storm events for the northeast, as well as validated to another storm event to ensure accuracy.	7/31/22
1.6	Monte Carlo Simulations (present day & 3 climate scenarios)	a) Robust distribution of expected water levels and flooding risk for the entire model domain provided by model simulations for extra-tropical and tropical storms developed specifically for New Hampshire.	12/31/22

1.7	Overtopping Simulations	a) Wave runup and overtopping sub-model for assessing these hazards at structure locations over the course of a storm.	1/13/23
1.8	Model Management Plan	a) Model management plan that provides technical details on the model components, input datasets, and model boundary conditions, as well as the limitations of those datasets and components. The model management plan will also identify a timeframe for when certain model aspects should be reviewed for potential updates, and include a suggested timeline for model maintenance activities.	2/28/23
1.9	Project Management/ Meetings	a) Four (4) meetings convened with NHDES and the AC, one of which will be in person at NHDES.	1/13/23
Task 2: Mapping Products/Deliverables			
2.1	Post-processing, Raster Generation, and Mapping	a) ARC-GIS compatible raster data, as well as associated high-resolution maps, for annual exceedance probability flood risk (present day & 3 climate scenarios) provided on a town-by-town basis. b) ARC-GIS compatible raster data, as well as associated high-resolution maps for depth of inundation or water surface elevation (present day & three climate scenarios) corresponding to three (3) selected annual exceedance probability levels provided on a town-by-town basis. c) NH-CFRM metadata and readme files provided with the data deliverables listed above.	5/5/23
2.2	Non-standard Data Production (waves, tidal benchmarks)	a) Wave heights at three (3) annual exceedance probabilities for three (3) sea level rise scenarios, which will be selected in consultation with NHDES and the AC to ensure consistency with the NH Coastal Flood Risk Guidance. b) Five (5) tidal benchmarks for three (3) sea level rise scenarios, which will be selected in consultation with NHDES and the AC to ensure consistency with the NH Coastal Flood Risk Guidance.	6/16/23
2.3	Reporting	a) Final report adhering to the NHDES publication guidelines that describes the development of the model and the output data. This will include, but not be limited to, discussion on the existing data used to develop the NH-CFRM, description of the model development and input parameters, and discussion of the results. b) Comment/response document pertaining to NHDES comments on the draft report. c) Fact sheet that gives an overview of the model, data used in the model, and the different output products that are available. d) Fact sheet that provides answers to Frequently Asked Questions about NH-CFRM.	5/19/23
2.4	Project Management/ Meetings	a) Three (3) meetings convened with NHDES and the AC to review the final model results, draft example GIS products and maps, draft fact sheets, and the draft technical report. b) Half-day training session to NHDES and other stakeholders on the development of the model, how to best interpret the model output, it's potential uses, and strategies for communicating to a larger stakeholder group working within the State to give users a consistent message and guidance.	6/30/23

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, including costs incurred per task and any relevant deliverables. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed \$349,921.00.

Page 8 of 8

Contractor Initials RAH
Date 12-22-21

Certificate of Authority

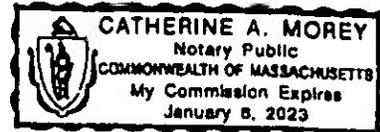
I, ROBERT SMITH, MR of WOODS HOLE GROUP ^{INC} do
Printed Name of Certifying Officer Title Name of Company

hereby certify that ROBERT PHAMILTON JR is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the VP ENERGIES AND
INFRASTRUCTURES BU
Office/Position of Certifying Officer
of WOODS HOLE GROUP INC, this 22 day of DECEMBER, 2021
Name of Company

[Signature]
Signature of Certifying Officer

State of MA, County of Barnstable
Signed before me on this 22nd day
of December 2021 by Robert Smith
Notary Public Catherine A. Morey





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2021

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 Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor NEW YORK NY 10007		CONTACT NAME: Liz Steele PHONE: (A/C. No. Ext): 212-994-7100 FAX: (A/C. No.): 212-994-7047 E-MAIL: ADDRESS: lz_steele@ajg.com	
INSURED Woods Hole Group, Inc. 107 Waterhouse Road Bourne MA 02532		INSURER(S) AFFORDING COVERAGE	
Licenses: 6R-724991 WOODHOL-05		INSURER A: XL Specialty Insurance Company	NAIC # 37885
		INSURER B: Transportation Insurance Company	20494
		INSURER C: Everest National Insurance Company	10120
		INSURER D: Indian Harbor Insurance Company	36940
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1729495014** **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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	UM00044527MA22A	1/1/2023	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGO \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTO ONLY	7012097849	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	UM00044526MA22A	1/1/2022	1/1/2023	EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	9700000409-221	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	PEC005532502	7/30/2021	7/30/2022	Occurrence \$1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured where required by written contract subject to policy terms and conditions

CERTIFICATE HOLDER New Hampshire Dept of Environmental Services 29 Hazen Drive Concord NH 03302-0095	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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**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE WOODS HOLE GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on November 23, 2021. 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: 886710

Certificate Number: 0005471185



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of November A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Attachment A
 Budget Estimate

Task	Personnel	Travel	Equipment	Sub-contractual	Task Subtotals
1.1. Develop New Hampshire Model Domain	\$13,360			\$7,130	\$20,490
1.2. Determine Riverine Conditions	\$ 8,160			\$4,600	\$12,760
1.3. Develop Boundary Conditions, Storm Sets, etc.	\$10,420		\$11,500	\$4,600	\$26,520
1.4. Integration of Tidal Crossings	\$17,400				\$17,400
1.5. Model Calibration and Validation	\$13,780				\$13,780
1.6. Monte Carlo Simulations (present day & 3 climate scenarios)	\$59,880				\$59,880
1.7. Overtopping Simulations	\$21,540				\$21,540
1.8. Model Management Plan	\$4,080				\$4,080
1.9. Project Management/ Meetings	\$11,760	\$215		\$1,725	\$13,700
2.1. Post-processing, Raster Generation, and Mapping	\$116,070				\$116,070
2.2. Non-standard Data Production (waves, tidal benchmarks)	\$11,720				\$11,720
2.3. Reporting	\$14,560				\$14,560
2.4. Project Management/ Meetings	\$14,120			\$3,301	\$17,421
Totals	\$316,850	\$215	\$11,500	\$21,356	\$349,921

**Attachment B
 Proposal Scoring Matrix**

	The Woods Hole Group, Inc.	Deltares USA, Inc.	Ransom Consulting, LLC	Arcadis US, Inc.	GZA GeoEnvironmental, Inc.
Reviewer "A"	91	90	84	78	82
Reviewer "B"	93	87	80	70	66
Reviewer "C"	81	76	68	69	70
Reviewer "D"	91	88	82	80	79
Reviewer "E"	87	85	84	83	83
Reviewer "F"	88	80	75	87	84
Reviewer "G"	90	88	85	82	81
AVERAGE	88.7	84.9	79.7	78.4	77.9
RANK	1	2	3	4	5

Review Team Members:

- Steve Couture, Coastal Program Administrator, New Hampshire Department of Environmental Services
- Kevin Lucey, Habitat Coordinator, New Hampshire Department of Environmental Services
- Ben Sweeney, Watershed Management Specialist, New Hampshire Department of Environmental Services
- Roger Appleton, Assistant District Six Engineer, New Hampshire Department of Transportation
- Tom Ballestero, Associate Professor, University of New Hampshire
- Jamie Carter, Northeast Region Geospatial Coordinator, National Oceanic and Atmospheric Administration Office for Coastal Management
- Tim Roache, Executive Director, Rockingham Planning Commission