



August 6, 2026

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 **SOLE SOURCE** agreement with Woods Hole Group, Inc. (VC# 388987-B001), Bourne, MA, in the amount of \$10,000 to provide professional consulting services related to the development of the Flood Hazard Assessment and Coastal Watershed Resilience Plan, effective upon Governor and Council approval through June 30, 2029. 100% federal funds.

Funds are available in the following account.

FY 2027

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

\$10,000

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

EXPLANATION

NHDES requests approval of a **Sole Source** agreement with the Woods Hole Group, Inc. (WHG). This agreement is **Sole Source** because WHG was a partner on the "New Hampshire Coastal Watershed Resilience Plan (CWRP)" grant that was awarded to NHDES by the National Fish and Wildlife Foundation and NHDES is required to adhere to the proposal. WHG was the group selected to develop the newly released 2026 New Hampshire Coastal Flood Risk Model, a hydrodynamic model that helps state and local decisionmakers and stakeholders examine the flood risk of tidal flooding, storm surge, and present and future risk for assets, infrastructure, and natural resources, making it a foundation for the anticipated Flood Hazard Assessment.

The goal of the CWRP is mitigate coastal and freshwater flood risk to assets across sectors, including transportation, critical infrastructure, natural resources, economy, and community within NH's Coastal Watershed (CW). This project has two phases; Phase I: Flood Hazard Assessment (FHA) and Phase II: Coastal Watershed Resilience Plan. The CWRP project area spans approximately 1,684 square miles and the 48 municipalities within the CW which drains to the Atlantic Ocean via the Piscataqua River and Hampton Seabrook Estuary. Partners including NHDES, NH Department of Transportation, regional planning commissions (RPCs), and NH Fish and Game Department have completed their own hazard assessments and are ready to bring their experience and results to the co-development of the FHA and CWRP. The recent release of the New Hampshire Coastal Flood Risk Model provides NH's first comprehensive, dynamic flood model and paired with the first comprehensive groundwater rise maps (2026), the CWRP will produce the best available understanding of flood risks.

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Phase I, the Flood Hazards Assessment, is based on newly available flood exposure data and an inventory of community and ecosystem assets and will develop a spatial FHA that identifies “resilience opportunity areas”, or ROAs (defined as where a density of assets share flood risk and/or a single important asset is vulnerable to flood risk) across the CW communities. Phase II, the Coastal Watershed Resilience Plan, will develop a CWRP that builds on the FHA results to identify top- ROAs and create detailed ROA Action Plans for selected sites. The expertise that WHG will provide will help shape the FHA and guide projects selected for the CWRP.

Total project costs are budgeted at \$10,000. In the event that 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 substance.

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**1. 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 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 Unit and Class 03-44-44-442010-1209-102-500731	1.7 Completion Date June 30, 2029	1.8 Price Limitation \$10,000
1.9 Contracting Officer for State Agency Kirsten Howard, Resilience Program Coordinator		1.10 State Agency Telephone Number 603-559-0020	
1.11 Contractor Signature  Date: <u>July 7, 2026</u>		1.12 Name and Title of Contractor Signatory Robert P. Hamilton, Jr., President	
1.13 State Agency Signature  Date: <u>Aug 10, 2026</u>		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: <u>Keely Lovato - Latham</u> On: <u>08/12/2026</u> Keely Lovato - Latham, AAG			
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

I. Disclaimers. Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

II. Publications. Any outward facing products, publications, presentations, handouts etc. that are created with funding from NHCP's NFWF grant shall comply with NFWF and NHDES publication requirements, as follows:

- A. Provide funding credit to the National Fish and Wildlife Foundation, New Hampshire Department of Environmental Services, and the NH Coastal Program.
- B. 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.

III. Subawards and Contracts. When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all the applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2. C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

IV. Acknowledgment of Support. The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Exhibit A of this Agreement; and (2) include the disclaimer provided in I. Disclaimer.

V. Website Links. The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF subrecipient in connection with the project.

Exhibit B Scope of Services

Project title: New Hampshire Coastal Watershed Resilience Plan (CWRP)

Project description: This scope of work is part of a larger project funded by the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF) to mitigate coastal and freshwater flood risk to assets across sectors, including transportation, critical infrastructure, natural resources, economy, and community within NH's Coastal Watershed (CW). This project has two phases; Phase I: Flood Hazards Assessment (FHA) and Phase II: Coastal Watershed Resilience Plan (CWRP). This project spans the approximately 1,684 square miles and the 48 municipalities within the CW which drains to the Atlantic Ocean via the Piscataqua River and Hampton Seabrook Estuary.

The CWRP Project Teams are comprised of:

- **Core Project Team:** NHDES Coastal Program, Rockingham Planning Commission (RPC), Strafford Regional Planning Commission (SRPC), Southern New Hampshire Planning Commission (SNHPC), NH Dept. of Natural and Cultural Resources State Parks (DNCR), Portsmouth Development Authority (PDA), and a TBD Consultant (selection planned for summer/fall 2026).
- **Technical Support Team:** Woods Hole Group, Inc. (WHG), New Hampshire Geological Survey (NHGS).
- **Engagement Team:** UNH Cooperative Extension/NH Sea Grant; Piscataqua Region Estuaries Partnership (PREP); NH Fish & Game Great Bay National Estuarine Research Reserve (GBNERR); Great Bay Stewards (GBS); Seabrook Hamptons Estuary Alliance (SHEA); Rockingham County Conservation District (RCCD); Strafford County Conservation District (SCCD).
- **Advisory Team:** Federal, state, regional, and local government representatives; nonprofit organizations; academic institutions; and community representatives.

Glossary:

- **CWRP:** Coastal Watershed Resilience Plan
- **DNCR:** New Hampshire Department of Natural & Cultural Resources
- **FHA:** Flood Hazards Assessment
- **NbS:** Nature-based solutions
- **NHCP:** New Hampshire Department of Environmental Services Coastal Program
- **PDA:** Pease Development Authority
- **Phase 1 Flood Hazards Assessment:** Based on newly available flood exposure data and an inventory of community and ecosystem assets, Phase I will develop a spatial FHA that identifies ROAs across the CW communities.
- **Phase 2 Coastal Watershed Resilience Plan:** Phase II will develop a CWRP that builds on the FHA results to identify top-priority ROAs and create detailed ROA Action Plans for selected sites.
- **Resilience Opportunity Areas, or ROAs:** locations where a density of assets share flood risk and/or a single important asset is vulnerable to flood risk
- **ROA Action Plan:** A plan for an ROA that identifies and prioritizes NbS that address projected coastal and inland flood risks, focusing on both near-term (through 2050) and longer-term (2100) adaptation needs. The plan will include the benefits, feasibility, cost-effectiveness, and potential funding for each proposed project, as well as a timeline for phased implementation.

Woods Hole Group, Inc. (WHG) will complete the following tasks.

Task 1: Phase I Flood Hazards Assessment Advising

Estimated budget: \$3,000

Timeline: Upon Governor and Council approval – December 2027

Description: WHG will serve on the Technical Team, providing technical advice to the Core Project Team throughout Phase I. WHG is not expected to attend Advisory Team meetings, unless there is a clear role for them to present information. WHG will respond to requests for input from the Core Project Team, including requests to meet virtually to brainstorm approaches, provide input, and help team members better understand and access New Hampshire Coastal Flood Risk Model (NHCFRM) data useful to the development of the Coastal Flood Hazards Assessment (FHA). This includes but is not limited to assisting with compilation of asset and hazards datasets, providing and supporting use of NHCFRM Basic and Advanced data, providing input on the framework of the FHA, reviewing scoring criteria, and providing feedback on the draft co-occurrence model. WHG will also participate in two FHA stakeholder feedback events and advise about integration of the feedback into the FHA. NHCP staff will be WHG's primary point of contact for this task. WHG will inform NHCP when 50% and 80% of the Task 1 funds have been expended.

Deliverables: Advice provided in response to Core Project Team (via NHCP) requests for input/information, participation in meetings as requested, and input provided on draft products as requested

Task 2: Phase II Coastal Watershed Resilience Plan Advising

Estimated budget: \$7,000 (also including Task 3 below)

Timeline: December 2027 – June 2029

Description: WHG will serve on the Technical Team, providing technical advice to the Core Project Team throughout Phase II. WHG support throughout this task may include but is not limited to: advising NHCP's efforts to identify and detail Resilience Opportunity Area (ROA) nature-based projects, serving as the NHCFRM technical expert at all coastal design charrette workshops, and coordinating with the TBD consultant to refine an approach for additional model simulations/alternatives analysis, where needed. WHG will participate in at least 2 in person workshops at DNCR/PDA properties as well as at least 2 in person workshops for other coastal ROAs. New model simulations would be funded via subcontract between the TBD Consultant and WHG.

As part of this task, WHG will advise on the draft and review the final technical details in the Coastal Watershed Resilience Plan report and tool. This final report will include methods, selection criteria, and final 6-10 ROA Action Plans.

NHCP staff will be WHG's primary point of contact for this task. WHG will inform NHCP when 50% and 80% of the Task 2 funds have been expended.

Deliverables: Advice provided in response to Core Project Team (via NHCP) requests for input/information, input provided on ROA project concepts, participation in workshops (2 minimum for DNCR and PDA and 2 minimum for other coastal ROAs), input to and review of web-based report and interactive tool, other support as requested from NHCP.

Task 3: Contracting, Project Management, Invoicing & Reporting

Timeline: Upon G&C approval – June 2029

Description: WHG will prepare and submit short annual Interim Report(s) (template to be provided by NHCP, length approximately two paragraphs) by the due dates listed below that summarize the work performed under all activities during the following periods:

- G&C approval – February 2027 (Due date: February 22, 2027)
- March 2027 – February 2028 (Due date: February 21, 2028)
- March 2028 – February 2029 (Due date: February 19, 2029)
- Final cumulative report (Due date: June 30, 2029)

All work must be completed prior to the completion date of June 30, 2029. The final report will be due by the contract end date of June 30, 2029 (template provided by NHCP) and will include but isn't limited to all deliverables and descriptions of work done throughout the project. The final invoice will be no more than 30 days after the end of the contract.

Deliverables: Three interim reports; one final report

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 costs 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, 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 grant award of \$10,000. Matching funds are not required for this contract.

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: **0007787493**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of February A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Robert Smith, Business Unit Manager of the Woods Hole Group, Inc., do hereby certify that:

- (1) I am the duly elected Vice President;
- (2) at the meeting held on November 30, 2021, Woods Hole Group, Inc. Board of Directors voted to accept DES funds and to enter into a contract with the Department of Environmental Services;
- (3) the Board of Directors and Vice President 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 of the grant to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this certificate hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Robert P. Hamilton, Jr.

Printed name of signatory

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President of the Woods Hole Group, Inc., this 7th day of July, 2026.



Signature of Certifying Officer

STATE OF Massachusetts

County of Barnstable

On this the 7th day of JULY, 2026, before me Dawn Guthrie the undersigned officer, personally appeared Robert Smith who acknowledged him/herself to be the Vice President of the Woods Hole Group, 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.



(Notary Public Signature)

Commission Expiration Date: 2.7.2031

(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2026

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: Kevin Barbour PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kevin_barbour@ajg.com
INSURED Woods Hole Group, Inc. 107 Waterhouse Road Bourne MA 02532	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: Indian Harbor Insurance Company INSURER C: Federal Insurance Company INSURER D: INSURER E: INSURER F:
WOODHOL-05	NAIC # 37885 36940 20281

COVERAGES**CERTIFICATE NUMBER:** 465695477**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		UM00044627MA26A	1/1/2026	1/1/2027	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 - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			73638443	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			UM00044626MA26A	1/1/2026	1/1/2027	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 N	N/A	(27) 71837639	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability						

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

RE: Agreement for Services with the Woods Hole Group, Inc. New Hampshire Department of Environmental Services is included as Additional Insured as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Environmental Services
P.O. Box 95
Concord, NH 03302

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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