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The State of New Hampshire
Department of Environmental Services



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Robert R. Scott, Commissioner

January 11, 2022

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 enter into a contract agreement with The Woods Hole Group, Inc. (VC # 388987-B001), 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:

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

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.



Robert R. Scott, Commissioner

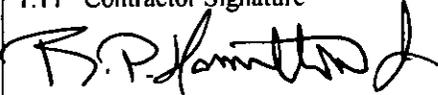
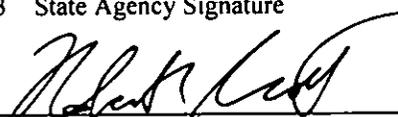
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 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. Hamilton, 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.

**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	<p>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.</p> <p>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.</p>	3/18/22
1.2	Determine Riverine Conditions	<p>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."</p> <p>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.</p>	3/31/22
1.3	Develop Boundary Conditions, Storm Sets, etc.	<p>a) Model boundary conditions established and calibrated specifically for New Hampshire.</p> <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>	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	<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>	7/31/22
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.

Certificate of Authority

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

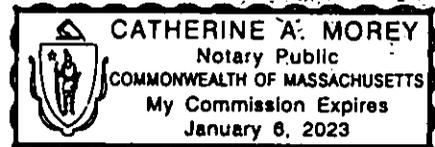
hereby certify that ROBERT PHAMILTON JR is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

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 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



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