



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

80 - 6/17/26



May 15, 2026

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

REQUESTED ACTION

Authorize Department of Environmental Services (NHDES) to amend the contract (PO# 7003550) with GZA GeoEnvironmental, Inc. (GZA) of Hooksett, NH (VC# 174515-B001) by increasing the contract amount by \$829,217 to \$18,566,625 from \$17,737,408, to perform site investigations, cleanup planning, and remediation at contaminated sites effective upon Governor and Council approval through June 30, 2027. The contract was originally approved on June 28, 2023 (Item# 158). 100% Capital Funds.

Funding is available in the following account:

	<u>FY 2026</u>
03-44-44-440030-3240-034-500161	\$829,217
L25:1V3 Superfund State Match, Capital Projects	

EXPLANATION

The purpose of the requested action is to provide NHDES with environmental consulting services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation at CERCLA sites.

GZA was selected for the existing contract for general environmental consulting services as part of a competitive procurement process. The existing contract is funded through several of NHDES' contaminated site management programs to assist in the investigation, monitoring, and remediation of contaminated sites in New Hampshire. The contract's original four-year value is \$17,737,408, of which \$4,234,046 has been spent to date. This amendment will allow for the continued use of GZA'S qualified professional environmental services to assist NHDES and EPA in performing the remedies decided upon by EPA and concurred with by the state to be protective of public health and the environment at NH Superfund Sites. This amendment will promote efficiency and cost control by allowing GZA to continue work they have begun on Superfund Sites, rather than taking the time, and incurring the related costs, for a different environmental consulting firm to become familiar with the projects.

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

We respectfully request your approval.


Robert R. Scott, Commissioner

Attachments

AMENDMENT #1
TO
CONTRACT AGREEMENT
BETWEEN
STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
GZA GEOENVIRONMENTAL, INC.

This Amendment to Agreement (hereinafter called the “Amendment”), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the “State”), and **GZA GeoEnvironmental, Inc.** at 14 Central Park Drive, Suite 201, Hooksett, NH 03106 (the “Contractor”).

WHEREAS, pursuant to an Agreement dated June 12, 2023, approved by the Governor and Executive Council on June 28, 2023, (the “Contract”), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required; and

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

1. Amendment and Modification of Contract: The Contract is hereby amended as follows:
 - (A) Add \$829,217 from Account No. 03-44-44-444030-3240-034 in FY 2026 for a 4.67% Price Limitation increase to \$18,566,625 from \$17,737,408.
 - (B) Exhibit C to the Contract shall be replaced in its entirety by the attached Exhibit C – Amendment 1 and incorporated herein by reference.
2. Effective Date of Amendment: This Amendment is effective on the date of Governor and Executive Council approval.

3. Continuance of Contract: Except as specifically amended and modified by the terms and conditions of this Agreement, 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.

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

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By:



Robert R. Scott, Commissioner

GZA GEOENVIRONMENTAL, INC.

By:



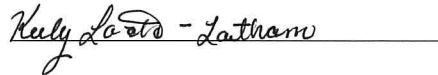
James Wieck, Assoc. Principal

Approval by OFFICE OF THE ATTORNEY GENERAL:

As to form, substance, and execution.

Date:

By:



Keely Lovato-Latham, AAG

EXHIBIT C – AMENDMENT 1
PAYMENT SCHEDULE

A. Funding Account Numbers

Fund Name and Account Number	Total Contract Budget
CERCLA Maintenance 03-44-44-444010-2589-102-500731	\$979,000.00
CERCLA Programs 03-44-44-444010-2590-102-500731	\$14,967,624.00
Pease Hazardous Waste Sites 03-44-44-444010-2592-102-500731	\$800,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$220,000.00
Drinking Water Groundwater Trust 03-44-44-444010-7428-102-500731	\$200,000.00
Hazardous Waste Match 03-44-44-444030-4997-034-500161	\$225,784.00
Hazardous Waste Match 03-44-44-444030-1549-034-500161	\$345,000.00
Hazardous Waste Match 03-44-44-444030-3240-034-500161	\$829,217.00
	\$18,566,625.00

Refer to Exhibit C-1 for the detailed EPA Form 5700-41 Cost Estimate.

B. Submission of Invoices by GZA GeoEnvironmental, Inc.

1. Invoices shall be submitted monthly to NHDES for each assignment and shall contain, at a minimum, the following standard detail information:
 - a. Billing address,
 - b. Invoice date and invoice number,
 - c. Project/site name, NHDES site number, and assignment number (provided on NHDES authorization),
 - d. Dates indicating the work period being invoiced,
 - e. A brief description of the tasks performed during the billing period,
 - f. Itemized costs billed during the invoiced work period, and
 - g. Supporting invoices from all subcontractors and service providers.

Items a. through e. must be clearly displayed on the first page of the invoice.

Contractor Initials: 
 Date: 5/6/2026

2. GZA shall inform NHDES in writing when they are submitting a final invoice for any authorization upon completion of all project tasks/activities. Upon approval of the required work product or report by the NHDES project manager, NHDES will pay the final invoice and any unused funds will be unencumbered so that they can be reallocated.

C. Payments to GZA GeoEnvironmental, Inc.

1. Invoices will be reviewed by the NHDES project manager responsible for the assignment for completeness and compliance with the contract and the approved scope and budget. Invoices will be returned to GZA if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES project manager and signed by the administrator of the program funding the project assignment. Once appropriate signatures have been obtained, the cover sheet and invoice will be submitted to the NHDES Accounting Office for processing and payment.
2. NHDES will pay GZA the approved invoice amount for each project assignment within 45 days of the project manager's approval. Full payment of the approved amount shall be paid; however, NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.
3. NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates terms and conditions, or where the approved assignment budget has been exceeded without NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

D. Labor Rates

Salary rates provided in this contract shall be effective through June 30, 2025. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2025, through the end of the contract on June 30, 2027.

Contractor Initials: 
Date: 5/16/2026

State of New Hampshire

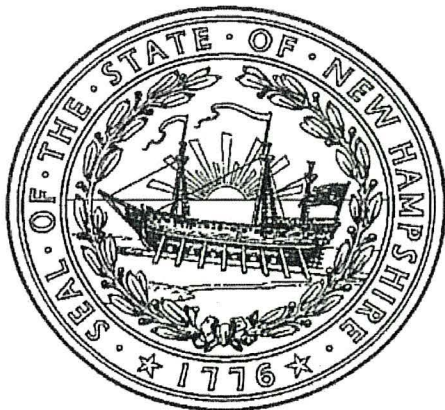
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GZA GEOENVIRONMENTAL, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 28, 1981. 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: 9876

Certificate Number: 0007918490



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Jonathan Selden**, hereby certify that:

(Name of Elected Officer of the Corporation/LLC, cannot be contract signatory)

1. **I am a duly elected Clerk/Secretary/Officer of GZA GeoEnvironmental, Inc.**
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at the April 8, 2026 meeting of the Board of Directors/shareholders were present and voting.

VOTED: That **James Wieck, Associate Principal** (may list more than one person)
(Name and Title of Contract Signatory)

Is duly authorized on behalf of **GZA GeoEnvironmental, Inc.** to enter into contracts of
(Name of Corporation/LLC)

agreements with the **State of New Hampshire** and any of its agencies or departments and further is authorized to execute and all documents, agreements and other instruments and any amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate as evidence that the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all limitations are expressly stated herein.


Date: April 28, 2026



Signature of Elected Officer
Name: Jonathan Selden
Title: Assistant Secretary/In-House Counsel

The Commonwealth of Massachusetts

On this 28th day of April 2026, before me, the undersigned notary public, Jonathan Selden personally appeared, proved to me through satisfactory evidence of identification, were was a Massachusetts Driver's License, to be the person whose name appears on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose


Notary Public
My Commission Expires: October 14, 2027



LAURA WIGHTMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 14, 2027

