

AMENDMENT NO. 1

QUALIFIED ENVIRONMENTAL PROFESSIONAL & PROJECT MANAGEMENT SERVICES AGREEMENT

This Amendment No. 1 (the “Amendment”) is entered into by and between the **City of Whittier** (the “City”) and **NORTECH, Inc.** (the “Contractor”). This Amendment is effective upon execution by both parties following approval by the Whittier City Council.

RECITALS

- A. The City and the Contractor entered into the Qualified Environmental Professional & Project Management Services Agreement effective May 1, 2026 (the “Agreement”).
- B. The Agreement established a maximum compensation amount of \$519,682.
- C. The City has received Congressionally Directed Spending (CDS) funding through EPA Grant No. EM-3J33601 for the Buckner Building Remediation: Abatement and Demolition of Prioritized Sections project and desires to add CDS-funded Qualified Environmental Professional, project management, public involvement, remediation planning, and federal crosscutter compliance support services to the Agreement.
- D. The CDS-funded work added by this Amendment corresponds to the contractual/QEP portions of Task 1, Task 2, and Task 3 of the City’s CDS Workplan, excluding Finance Director fiscal administration costs.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. Increase in Maximum Compensation.** The Maximum Compensation provision of the Agreement is amended to increase the total compensation by \$305,532, from \$519,682 to a new not-to-exceed amount of \$825,214.
- 2. CDS-Funded Scope of Services.** The Agreement is amended to authorize CDS-funded services necessary to support the Buckner Building Remediation: Abatement and Demolition of Prioritized Sections project, as described in the City’s CDS Workplan and as further authorized in writing by the City. The services added by this Amendment include the following contractual/QEP work:
 - a. **Task 1 – Project Management and Reporting.** Environmental Contractor project management and grant compliance support, including quarterly reporting support, ACRES property profile updates, contractor coordination, schedule tracking, technical documentation, progress tracking, and related support for maintaining compliance with EPA administrative terms and conditions.
 - b. **Task 2 – Public Involvement.** QEP public involvement and communications support for project documentation and public communications, including site visits, video editing and content production, visual documentation, milestone summaries, construction updates, and QEP technical review of public materials coordinated with and approved by the City.
 - c. **Task 3 – Remediation Planning and Federal Crosscutter Compliance Support.** Preparation of remediation planning documents for selected portions of the Buckner Building, including planning for hazardous materials abatement, controlled demolition, structural stabilization, waste characterization and disposal, environmental monitoring, worker and public protection, cost estimating, sequencing, bid package support, and implementation scheduling. This task also includes preparation of technical documentation needed to support EPA’s federal crosscutter review, including NEPA, NHPA, and ESA compliance, and may include an Environmental Information Document or equivalent technical support document, proposed action descriptions, maps, photographs, alternatives information, area of potential effects information, species or habitat information, public involvement documentation, existing-conditions and visual recordation coordination, historic property coordination support, and other materials requested by EPA.

3. Use, Authorization, and Invoicing of CDS Funds. Expenditure of the funds added by this Amendment remains subject to the Agreement's requirements for written task authorization, cost control, documentation, allowability, reasonableness, allocability, and availability of lawfully appropriated funds. Invoices for CDS-funded work must identify the CDS funding source and the applicable CDS task or City-authorized work item, and must be submitted separately or otherwise clearly distinguished from invoices for other funding sources or contracts.

4. No Other Changes. Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect.

5. Conflict. If there is a conflict between this Amendment and the Agreement, this Amendment controls.

6. Counterparts and Electronic Signatures. This Amendment may be executed in counterparts and by electronic signature, each of which will be deemed an original and all of which together constitute one instrument.

COMPENSATION SUMMARY

Item	Amount
Original not-to-exceed amount	\$519,682
Increase under Amendment No. 1	\$305,532
Amended not-to-exceed amount	\$825,214

Approved by Whittier City Council Resolution No. 2026-_____.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1.

CITY OF WHITTIER

Name: Jackie C. Wilde

Title: City Manager

Date: _____

Attest:

Name: _____

Title: City Clerk

Date: _____

CONTRACTOR

Name: Haley Michael

Title: NORTECH Environmental Engineer

Date: _____