

AMENDMENT NO.2 TO CONSULTANT SERVICES CONTRACT

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 21st day of May, 2025 ("Effective Date"), by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (hereinafter referred to as "AHA"), and DOWNS PHAM & KUEI LLP, a California limited liability partnership, whose address is 235 Montgomery Street, 30th Floor, San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. On August 2, 2024, a Consultant Services Contract ("Contract") for environmental consulting services for The Poplar project was entered into between AHA and Consultant.

B. The initial Contract limited the compensation to Consultant to a not exceed amount of two hundred thousand dollars (\$200,000.00) for the term of the Contract which ends on December 31, 2026 unless extended or terminated.

C. Amendment No.1 to Consultant Services Contract ("Amendment 1"), effective February 19, 2025, increased the total compensation from two hundred thousand dollars (\$200,000.00) to two hundred fifty thousand dollars (\$250,000.00).

D. The effective date of this Amendment shall be May 21, 2025.

E. All conditions of the Contract will remain the same except as amended below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

The not to exceed amount for the entire Contract shall be amended from two hundred fifty thousand dollars (\$250,000.00) to three hundred thousand dollars (\$300,000.00).

The scope of services includes additional environmental legal consulting services through implementation of the remedial action plan. Please see Exhibit A for additional detail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed on the day and year first above written.

“CONSULTANT”

DOWNS PHAM & KUEI, a limited liability partnership

“AHA”

HOUSING AUTHORITY OF THE CITY OF ALAMEDA, public body, corporate and politic

Tuan A. Pham
Partner

Vanessa Cooper
Executive Director

EXHIBIT A
SCOPE OF SERVICES & FEE

The environmental and entitlement legal consulting services will be performed by Nixon Peabody LLP ("Subconsultant") pursuant to the attached Supplemental Agreement for Legal Services. The budget for the Subconsultant's scope of work is increased by a not-to-exceed amount of fifty thousand dollars (\$50,000.00) to a total of one hundred thousand dollars (\$100,000).

Included services:

1. Communications, review and negotiation of consultant contracts and change orders
2. Review and comment on
 - a. Soil and Groundwater Management Plan
 - b. Stormwater Pollution Prevention Plan and Dust Control Measures
 - c. Draft Completion Report for supplemental investigation
 - d. Draft Remedial Action Plan (RAP)
 - e. Other documents, reports and plans related to environmental or soil conditions at The Poplar
3. Participate in communications with RWQCB
4. Participate in client calls and facilitation of entitlements

Summary of Consultant Contract Fees

• Initial Contract	\$200,000
• Amendment No.1	\$50,000
• Amendment No.2	\$50,000
• Total Contract Budget	\$300,000

Please refer to the attached Supplemental Engagement Letter for additional details on the Subconsultant's services.



Nixon Peabody LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111

Alison Torbitt
Partner

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April 23, 2024

Via Email

Tuan A. Pham
Downs Pham & Kuei LLP
235 Montgomery St., 30th Floor
San Francisco, CA 94104
Email: tpham@downspham.com

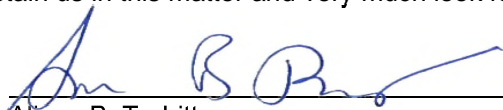
Re: Supplemental Agreement for Legal Services

Dear Tuan:

Thank you for the opportunity to continue to provide legal services to Alameda Housing Authority (hereinafter, "AHA"). This letter will confirm you have asked Nixon Peabody LLP (the "Firm") to represent AHA in connection with the environmental conditions associated with The Poplar, located at 2615 Eagle Avenue, Alameda, California. As you know, you and AHA entered into an Agreement for Legal Services with the Firm dated October 27, 2023. Except as set forth herein, all terms of that Agreement and its incorporated Terms and Conditions of Engagement remain in effect. You may limit or expand the scope of our representation from time to time, provided that we will not substantially expand the scope of our representation without a further written agreement.

Our sole client in this matter will be Alameda Housing Authority. We expect that the principal attorneys involved in this engagement will be myself, Alison Torbitt (Partner), Stratton Constantinides (Sr. Associate), and Kelly Sprague (Jr. Associate) at the same rates as offered prior. I will remain the "Matter Billing Attorney" with overall responsibility for managing this matter and should be viewed as your contact in the event of questions or concerns relating to this matter.

Please sign and return to me the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. We appreciate your decision to retain us in this matter and very much look forward to the continued opportunity to work with you.



Alison B. Torbitt
of Nixon Peabody LLP

Tuan A. Pham
April 23, 2024
Page 2

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

The undersigned has read and understands the above letter, and accepts and agrees to all of its terms and conditions.

Date: 5/10/2024

ALAMEDA HOUSING AUTHORITY

DocuSigned by:

By: Vanessa Cooper
Name: Vanessa Cooper
Title: Executive Director


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DS SM DS JW

The undersigned agrees to be jointly and severally responsible for the payment of Nixon Peabody's fees in connection with the above-described representation. The acceptance of such responsibility does not establish a client-attorney relationship between the undersigned and Nixon Peabody LLP with respect to the above-described representation.

Date: 5/7/2024

DOWNS, PHAM & KUEI LLP


By: Tuan A. Pham
Name: Tuan A. Pham
Title: Partner



Nixon Peabody LLP
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Alison Torbitt
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May 8, 2025

Via E-Mail

Tuan A. Pham
Downs, Pham & Kuei LLP
235 Montgomery St., 30th Floor
San Francisco, CA 94104
Tel: (415) 202-6373
Email: tpham@downspham.com

RE: Agreement for Legal Services

Dear Tuan:

Thank you for the opportunity to continue to provide legal services to the Housing Authority of the City of Alameda (hereinafter, "you"). This letter will confirm you have asked Nixon Peabody LLP (the "Firm"), and we have agreed, to amend our agreement in connection with The Poplar project located at 2615 Eagle Avenue, Alameda, CA 94501 (the "Poplar Project") such that the fees and costs under shall not exceed \$100,000, unless approved in writing by Client and Downs, Pham & Kuei LLP, with no guarantee as to whether this is sufficient for resolution or completion of this matter.

As you know, you entered into an Agreement for Legal Services with the Firm dated October 27, 2023. Except as set forth herein, all terms of that Agreement and its incorporated Terms and Conditions of Engagement remain in effect for this expanded engagement.

Please sign and return a copy of this letter to me in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. We appreciate your business and very much look forward to the continued opportunity to work with you.

Sincerely,

Alison Torbitt
Partner

The undersigned has read and understands the above letter and enclosure and accepts and agrees to all of their terms and conditions.

Date: _____

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

By: _____
Name: _____
Title: _____

The undersigned agrees to be jointly and severally responsible for the payment of Nixon Peabody's fees in connection with the above-described representation. The acceptance of such responsibility does not establish a client-attorney relationship between the undersigned and Nixon Peabody LLP with respect to the above-described representation.

Date: _____

DOWNNS, PHAM & KUEI LLP

By: _____
Name: _____
Title: _____