

**AMENDMENT No. 3**

**TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE LOS ALTOS HILLS COUNTY FIRE DISTRICT  
AND FREYER & LAURETA, INC., FOR ON-CALL  
ENGINEERING CONSULTANT SERVICES**

**THIS AMENDMENT No. 3**, is made and entered into as of the 20th day of April 2021, to the Professional Services Agreement between the Los Altos Hills County Fire District (“District”) and Freyer & Laureta, Inc. (“F & L”) made and entered into on June 16, 2020 (“Agreement”).

**RECITALS**

**WHEREAS**, on June 16, 2020, District and F & L entered into the Agreement for professional engineering consultant services; and

**WHEREAS**, on July 28, 2020, District and F & L entered into Amendment No. 1; and

**WHEREAS**, on January 1, 2021, District and F& L entered into Amendment No. 2; and

**WHEREAS**, F & L is a consulting engineering firm that provides services which include, civil engineering, infrastructure engineering, and construction management, and has experience working with numerous public agencies; and

**WHEREAS**, the District and F & L desire to amend the 2021 Charge Rate Schedule attached as Exhibit A to Amendment No. 2, as indicated below.

In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, District and F & L hereby agree that the following sections of the Agreement are amended to read as follows:

1. Exhibit A to Amendment No. 2 entitled Charge Rate Schedule effective January 1, 2021 is amended to replace “Subconsultant, Reproduction, Printing, Travel, Mailing and Delivery - Cost plus 10%” with “LAHCFD shall be responsible for approved subconsultant costs incurred and billed to LAHCFD by F&L, along with any necessary F&L Hourly Rate charges necessary to manage the subconsultant’s work. LAHCFD shall be responsible for direct costs incurred by F&L for reproduction, travel, printing, mailing and delivery. F&L shall charge an administrative rate of \$90/hour to the extent F&L’s Hourly Rate charges are necessary to manage these functions.”
2. All other terms of the Agreement, as amended by Amendment No. 1 and Amendment No. 2, which are not in conflict with the provisions of this Amendment No. 3, shall remain unchanged and in full force and effect. In case of a conflict in the terms of the Agreement, as amended by Amendment No 1 and Amendment No. 2, and this Amendment No. 3, the provisions of this Amendment No. 3 shall control. If there is any conflict in the terms

of this Amendment No. 3 with the exhibits or attachments, then the provisions of this Amendment No. 3 shall control.

3. **Counterparts; Electronic/Digital Signatures.** This Third Amendment may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this Agreement. Unless otherwise prohibited by law or District policy, the parties agree that an electronic copy of this Agreement, or an electronically signed Agreement, has the same force and legal effect as the Agreement executed with an original ink signature. The term “electronic copy of this Agreement” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Agreement in a portable document format. The term “electronically signed Agreement” means the Agreement that is executed by applying an electronic signature using technology approved by the District.

**IN WITNESS WHEREOF**, the District and F & L have executed this Amendment No. 3 effective as of the date written above.

**LOS ALTOS HILLS COUNTY  
FIRE DISTRICT:**

**FREYER & LAURETA, INC.**

By: \_\_\_\_\_  
Mark Warren,  
District President

By: \_\_\_\_\_  
Jeffrey J. Tarantino, P.E.  
Vice President

**ATTEST:**

\_\_\_\_\_  
District Clerk, Cori Vargas

APPROVED AS TO FORM AND  
LEGALITY

\_\_\_\_\_  
Christopher R. Cheleden  
Lead Deputy County Counsel