

**AMENDMENT No. 2**

**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. 2**, is made and entered into as of the 1st day of January 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**, 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 Agreement, as amended by Amendment No. 1 authorizes F & L to provide the District with certain specified services, upon approval, in an amount not to exceed Forth-Five Thousand Dollars (\$45,000); and

**WHEREAS**, the District and F & L desire to increase the term and not-to-exceed amount of the Agreement, 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. Section 4. TERM OF AGREEMENT is hereby amended to read as follows: This Agreement shall be effective until December 31, 2022, unless terminated earlier as set forth in Paragraph 6 below.
2. Section 5.1, COMPENSATION, Payment Schedule, is hereby amended. to read as follows:

District shall compensate Consultant based on the hourly rates set forth in the Charge Rate Schedule effective 1/1/21 attached as Exhibit A to this Amendment No. 2, in an amount not to exceed Ninety-Thousand Dollars (\$90,000) per calendar year. Consultant shall submit a Charge Rate Schedule effective 1/1 2022 prior to 1/1/2022 subject to General Manager approval. Prior to performing Services, Consultant shall present to the District Representative, in writing, an estimate of costs, based on the description of the particular Service requested by

the District Representative and receive written approval. If, prior to completion of the Services, Consultant determines that the cost of Services will exceed the estimated costs, Consultant shall immediately notify District Representative in writing. Consultant must receive prior written approval from District Representative if the cost of Services exceeds Ten Percent (10%) of the original cost estimate provided.

3. All other terms of the Agreement, as amended by Amendment No. 1, which are not in conflict with the provisions of this Amendment No. 2, 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 this Amendment No. 2, the provisions of this Amendment No. 2 shall control. If there is any conflict in the terms of this Amendment No. 2 with the exhibits or attachments, then the provisions of this Amendment No. 2 shall control.

4. **Counterparts; Electronic/Digital Signatures.** This Second 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. 1 effective as of the date written above.

**LOS ALTOS COUNTY FIRE DISTRICT:**

**FREYER & LAURETA, INC.**

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

By:           /S/            
Jeffrey J. Tarantino, P.E.  
Vice President

**ATTEST:**

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

APPROVED AS TO FORM AND LEGALITY  
          /S/            
Christopher R. Cheleden  
Lead Deputy County Counsel

## CHARGE RATE SCHEDULE

*Effective 1/1/21*

**Professional and technical services** of Freyer & Laureta, Inc. Staff are provided on a fixed fee or an hourly rate basis as follows:

### FIXED FEE

Where a definitive scope of work can be established, many of our clients prefer that a specific fee be agreed upon in advance. Billings are submitted monthly based upon percent complete as of the last accounting day of the month.

### HOURLY RATE

Applicable to Plan Preparation, Design and Report services where the scope of work must remain open. Freyer & Laureta, Inc. utilizes the following hourly charge rate basis for billing purposes.

Production Aide - Clerical	\$ 90.00
Drafter I - Technical Typist - Survey Tech II	\$ 95.00
Drafter II - Word Processor	\$100.00
Engineering Tech I - Drafter III	\$ 110.00
Staff Engineer I - Engineering Tech II - Survey Tech III	\$ 130.00
Staff Engineer II - Engineering Tech III - Survey Tech IV	\$ 135.00
Staff Engineer III - Senior Engineering Tech	\$ 140.00
Staff Engineer IV - Survey Tech V – Construction Inspector	\$ 155.00
Associate Engineer - Associate Surveyor (L.L.S.)	\$ 170.00
Senior Engineer - Construction Manager	\$ 180.00
Senior Construction Inspector	\$ 180.00
Project Manager – Principal Surveyor (L.L.S.)	\$ 195.00
Senior Project Manager – Principal Surveyor (L.L.S)	\$ 210.00
Associate Principal	\$ 220.00
Principal	\$ 235.00
Forensic Engineering	\$ 330.00
Deposition and Court Appearance	\$ 415.00

Subconsultant, Reproduction, Printing, Travel, Mailing and Delivery - Cost plus 10%

**Interest Charge** - Billings are due and payable within 30 days. A monthly interest charge equal to the Federal Discount Rate plus 5% will be applied on the next billing beyond the 30-day payment period.

The foregoing Charge Rate Schedule is incorporated into the Agreement for the Services of Freyer & Laureta, Inc. and may be updated annually.