

Lionakis

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8999

THIS FIRST AMENDMENT to that Agreement for Services #8999 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Lionakis, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2025 19th Street, Sacramento, California 95818 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to provide as-needed architectural design services at various County locations within the County boundaries for the County's Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #8999, dated September 6, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date to September 8, 2027, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to add annual rate increase language and to increase the not-to-exceed amount of the Agreement by \$150,000, for a new total not-to-exceed amount of \$228,700, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant, mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #8999 on the following terms and conditions:

- I. ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement, and shall expire three (3) years thereafter, as amended, unless extended by mutual agreement.

- II. ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of each work assignment in arrears.

Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

The rates listed on Exhibit A may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months of this Agreement with thirty (30) calendar days prior written notice from Consultant and prior written approval by County's Contract Administrator, or designee. Any rate increases authorized by County's Contract Administrator, or designee, shall not exceed three percent (3%) and shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded. This rate adjustment process described herein shall not change for the life of the Agreement unless otherwise specified in a written amendment.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant and subconsultants for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's or subconsultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator, or designee. Consultant and subconsultant are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant and subconsultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator, or designee, has determined that the reasons are valid.

Subconsultant's services, other outside services, and other direct costs, including but not limited to, printing, delivery charges, blueprints, agency fees, renderings, plotting, and copying costs, authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator, or designee, or successor. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultants costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$228,700, as amended, inclusive of all Work Orders, and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XXIV, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #8999 shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8999 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Purchasing Agent
"County"

Dated: _____

--LIONAKIS--

By:  _____
Laura Knauss (Jun 26, 2025 08:51 GMT+2)
Laura Knauss-Docous
Chief Executive Officer
"Consultant"

Dated: 06/26/2025

By: Andrew Deeble _____
Andrew Deeble (Jun 26, 2025 10:21 PDT)
Andrew Deeble
Chief Financial Officer

Dated: 06/26/2025

8999 Amd I with Lionakis and El Dorado County

Final Audit Report

2025-06-26

Created:	2025-06-25
By:	Ross Garner (Ross.Garner@edcgov.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZL_9vuugDMklufaHmf_mPVIQae3Edlv-

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 Document created by Ross Garner (Ross.Garner@edcgov.us)

2025-06-25 - 8:34:02 PM GMT- IP address: 207.104.47.251

 Document emailed to laura.knauss@lionakis.com for signature

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 Document emailed to andy.deeble@lionakis.com for signature


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 Email viewed by andy.deeble@lionakis.com

2025-06-25 - 8:57:00 PM GMT- IP address: 104.28.123.109

 Email viewed by laura.knauss@lionakis.com

2025-06-26 - 6:50:51 AM GMT- IP address: 146.75.236.0

 Signer laura.knauss@lionakis.com entered name at signing as Laura Knauss

2025-06-26 - 6:51:45 AM GMT- IP address: 166.198.157.100

 Document e-signed by Laura Knauss (laura.knauss@lionakis.com)

Signature Date: 2025-06-26 - 6:51:47 AM GMT - Time Source: server- IP address: 166.198.157.100

 Signer andy.deeble@lionakis.com entered name at signing as Andrew Deeble

2025-06-26 - 5:21:47 PM GMT- IP address: 173.197.99.96

 Document e-signed by Andrew Deeble (andy.deeble@lionakis.com)

Signature Date: 2025-06-26 - 5:21:49 PM GMT - Time Source: server- IP address: 173.197.99.96

 Agreement completed.

2025-06-26 - 5:21:49 PM GMT



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