

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
 (Town of Yountville and Pound Management Inc.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 18th day of June, 2024 at Yountville, California, by and between the Town of Yountville, California a municipal corporation, 6550 Yount Street, Yountville, CA 94599 (“Town”) and Pound Management Inc., 1427 Jefferson St Napa CA 94559 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “Town” and the “Contractor” dated 4/18/2024 in the following fashion:

- ☒ A. “Town” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” [Month, Day, Year] proposal to “Town” attached hereto as Exhibit [A-1] and incorporated herein by this reference.
- ☒ B. “Town” and “Contractor” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” 06/04/2024 fee schedule to “Town” attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- ☒ C. “Town” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:
 3.4 “Expiration Date”: 06/30/2025.
- ☒ D. “Town” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$ 150,000.

Initials: (Town) _____ (Contractor) _____

Professional Services Agreement
Town of Yountville / Pound Management Inc.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Town”

Town of Yountville

By: **Brad Raulston** _____

Name: _____

Title: Town Manager _____

Date: _____

“Consultant”

Pound Management Inc.

By: **Sean Grinnell** _____

Name: _____

Title: _____

Date: _____

By: _____
[Name, Title]

Date: _____

Attest:

By: _____
Hilary Gaede, Communications Director/ Town Clerk

Date: _____

Gary B. Bell, Town Attorney Approved as to form:

By: _____



June 4th, 2024

Town of Yountville
Brad Raulston
braulston@yville.com

Reference: **On Call Project Management Services for Fiscal Year 2024 / 2025
Proposal and Agreement for Project Management / Owner's Representation Services**

Dear Brad,

This letter is to set forth the Agreement between the Town of Yountville. (Client) and Pound Management Inc. (PMI) for PMI to provide you with project management, owner's representative services for the initial evaluations, design, permitting, construction, occupancy and closeout of agreed upon Town of Yountville projects. We understand that this document would service as "Exhibit A" to the Town of Yountville's Professional Services Agreement.

Scope of Our Services:

PMI offers a full range of services to oversee your projects and protect your interests throughout as listed below. We will not duplicate services already being done by others on your team, and we can tailor our services to complement and support your particular needs.

- **Programming:**

Assist your management team in establishing, or completing, the strategic program for the improvement projects you are considering, so that specific direction and clarifications can be given to the design team as the project develops. This program will keep the design effort focused and help establish the overall project budget.

- **Selection of Design Team Members:**

PMI can prepare a Request for Proposal (RFP) to be circulated to designers and engineers of your choice or, if you prefer, those we can recommend. We will prepare a matrix to show their comparative strengths and conduct interviews with a shortlist of qualified firms. We will oversee the contract negotiations with the selected firms and make recommendations to you (and your legal counsel if you request) to protect your interests in the agreement.

- **Selection of Contractor(s):**

We will prepare and circulate a Request for Proposals (RFP) to contractors of your choice and/or those we can recommend. We will present an analysis of each proposal and coordinate interviews of the key personnel of each firm to assist in your selection. We will then oversee the contract negotiations along with your legal counsel. This contractor will become a partner in the pre-construction phase, assisting with early budgeting, constructability studies and construction scheduling.

PoundManagementInc.

5800 Colby St., Oakland CA 94618 • 1427 Jefferson Street, Napa CA 94559 • www.poundmgt.com

- **Permits and Utilities:**

Assist the design team to obtain all required and necessary agency permits, including use permits and modifications, grading and encroachment permits, building permits and any utility upgrades. Coordinate with these agencies to expedite their approvals.

- **Project Budget:**

Develop a detailed project budget for the overall project to show all the costs you are likely to incur. This project budget will incorporate estimates of the construction (hard) costs, and include design and engineering fees, permit and utilities costs, furniture and equipment, administration costs and an "owner's contingency" for items unknown. The budget will be developed with input from the entire team. We will coordinate any value engineering and cost evaluation to bring the budget in line with your expectations. Once the budget is approved, we will monitor the spending as the project progresses to ensure budget compliance.

- **Project Timeline:**

Prepare a project timeline of the work and coordinate the planned activities for efficiency within. This schedule will be developed collaboratively with the general contractor, and we will offer ideas to expedite the work. This schedule will include any phasing that may be preferred.

- **Project Oversight:**

Provide oversight on your behalf to protect your interests throughout the project.

- Serve as liaison on your behalf with all interested parties, both private and public.
- Set up communication protocols among the project team to make sure information is transmitted clearly and quickly as the project progresses.
- Attend project team meetings (weekly once construction is underway) and facilitate the cooperation between all team members to anticipate potential problems and mitigate change orders.
- Track all project correspondence, requests for information (RFIs), submittals, and any change order requests. Keep accurate project records on your behalf.
- Ensure that all appropriate insurance coverage is in place.
- Review all invoices and pay applications. Make recommendations for payments once we are certain that contractual obligations have been met.
- Provide inspections of the work to review quality.
- Provide monthly, or as needed, reports to you and other parties as you may request.

- **Project Closeout:**

- Oversee the closeout of the project.
- Make sure that all punch-list work is complete, warranties are submitted, and waivers are filed.
- Ensure that as-built drawings are properly completed for your records.
- Make recommendations for final payment to all vendors and contractors.
- Reconcile the final amount spent with the approved overall budget and how much contingency was required.
- Turn over our project records to you for your future use and reference.

Upon completion of the projects, PMI can prepare a schedule for ongoing maintenance to help prepare you for future upkeep of the facilities.

We also have a purchasing agent on staff and can provide purchasing services for furniture, specialized equipment, or any owner supplied items.

Our Staffing for the Project:

We recommend continuing with our current staffing team. I will continue as the partner-in-charge and Patrick McCreary will continue as the senior project manager.

As the project(s) demands increase or shift, we have additional staff members, with broad backgrounds that we could add to the team with your approval.

Compensation:

We propose to provide our services on a time and materials basis, with Patrick's rate at \$185 per hour and my rate at \$235 per hour. We will provide monthly time sheets detailing which tasks we have completed and when.

For the fiscal year of 2024/2025 (July 1st, 2024 through June 30th, 2025), we are proposing a "not-to exceed" budget of \$250,000.

More specifically, our services will be authorized through "task orders" that will need to be approved by the Town Manager. Our first task order is for the Yountville Commons project to continue the project management services as described in the previous paragraphs above, with the not-to-exceed budget of \$150,000.

Additional scopes of work or other Town of Yountville projects can be added, if the annual sum of services does not surpass \$250,000.

Note: Hourly rates are subject to annual adjustment at the beginning of each calendar year.

Insurance:

PMI will provide to Client certificates of insurance showing coverage for general liability, professional liability, auto liability and workers compensation.

Standard of Care:

PMI shall perform its services hereunder consistent with the skill and care ordinarily provided by construction project managers and owner's representatives practicing in the same or similar locality under the same or similar circumstances, and as expeditiously as is consistent with such skill and care and the orderly progress of the project. PMI's work for the project is strictly limited to the services expressly set forth herein or as otherwise agreed to in writing by PMI and Client.

PMI's Performance of Services:

PMI is a construction project manager serving as owner's representative and not a general contractor. In performing its services hereunder as a construction project manager, PMI is neither acting as a general contractor, nor supervising the work of the contractor or any subcontractor. PMI shall not have control over, charge of nor responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor or any subcontractor since these are solely the contractor's rights and responsibilities. PMI does not have charge of control over nor responsibility for the acts and omissions of contractor or any subcontractor, their agents and employees or anyone else performing work on the project. PMI shall not be responsible for contractor's failure to perform the work on the project in accordance with the contract documents, nor for safety on the jobsite.

Hazardous Materials:

PMI has no responsibility for the discovery, containment, handling, excavation, disposal or exposure to hazardous materials or toxic substances in any form at the project.

Kind regards,



Sean Grinnell
Partner

Agreed to and Accepted by:

Brad Raulston, Town of Yountville, Client

Date: _____