



February 27, 2024

Mayor Guy Titus
Board of Public Works and Safety
10 South State Street
Greenfield, IN 46140

Re: Professional Services Agreement Amendment – Maxim Automation

Mayor and Board Members,

Maxim Automation currently provides instrumentation and control services to the Wastewater Utility for the treatment plant and the collection system lift stations. Our Professional Services Agreement with them expired on December 31, 2023 and I have asked them to provide the attached Amendment in order to extend their service agreement. The amendment that has been provided by Maxim Automation includes an updated list of key staff and sub-contractors, an updated expiration date, and updated compensation rates.

At this time, I am requesting that the Board approve the Professional Services Agreement Amendment with Maxim Automation for on-call services and project task orders with a new expiration date of 2/28/2025. A copy of Amendment #1 has been included for your review. The included attachments have been updated from the original PSA that was approved on November 22, 2022. Please let me know if there are any questions or if any other information is needed at this time.

Best Regards,

Nicholas Dezelan, CHMM, ASP
Wastewater Utility Manager

cc: Gregg Morelock – City Attorney
Jane Webb – Utility Coordinator

Wastewater Utility
809 South State Street: Greenfield, Indiana 46140
wwtp@greenfieldin.org
Phone 317-477-4360 Fax 317-477-4361

CITY OF GREENFIELD
BOARD OF PUBLIC WORKS AND SAFETY
AGREEMENT BETWEEN CITY AND ENGINEER

AMENDMENT # 1

THIS AMENDMENT IS TO THE AGREEMENT made and entered into the 22nd day of November, 2022, by and between the BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF GREENFIELD (OWNER) and MAXIM AUTOMATION. (ENGINEER).

WITNESSETH

WHEREAS, circumstances have arisen which necessitate changes in the original AGREEMENT; and,

WHEREAS, such changes are directly related to the designated project as described in the original AGREEMENT as Engineering Services related to CITY OF GREENFIELD WASTEWATER UTILITY SCADA AND INSTRUMENTATION AND CONTROL SERVICES; and,

WHEREAS, ENGINEER is willing to perform said services.

NOW THEREFORE, for and in consideration of the above representation, OWNER and ENGINEER agree that the AGREEMENT should be amended as follows:

1. “Attachment B” is incorporated to this Amendment and includes an updated list of key staff and subcontractors.
2. “Attachment D” is incorporated into the Amendment and includes an updated agreement expiration date.
3. “Attachment G” is incorporated into this Amendment and includes updated compensation rates to the Engineer.
4. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
5. This AMENDMENT shall become effective on the latest date of execution by a required party.
6. The AGREEMENT, as amended, shall expire 2/28/2025.

IN WITNESS WHEREOF, the Parties hereto have executed this AMENDMENT as set out below.

ENGINEER:
MAXIM AUTOMATION

OWNER:
GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY

Signature

Mayor Guy Titus, Chair

Printed

Katherine Locke

Title

Larry Breese

Date

Glenna Shelby

Brent Robertson

ATTEST:

Lori Elmore
Clerk-Treasurer

Date

"ATTACHMENT B"

KEY STAFF AND SUBCONTRACTORS OF ENGINEER

ENGINEER shall include all subcontractors on "Attachment B". ENGINEER may not remove or otherwise substitute subcontractors indicated on "Attachment B" without consent of OWNER. A failure by ENGINEER to provide the subcontractors as required by this Article shall be considered a material breach of the Agreement.

Maxim Automation Staff/ Contact information

President=> Sean Boland – 317-418-9561, Sean@maximautomation.com

Vice President => Jeff Bumgardner – 317-418-9560, Jeff@maximautomation.com

Technician => Levi Deckard – 812-344-1856, Levi@maximautomation.com

Technician => Jamey Staley – 812-343-1848, Jamey@maximautomation.com

Technician => Brayton Greene – 317-447-4522, Brayton@maximautomation.com

Technician => Zach McElroy – 812-371-3573, Zach@maximautomation.com

Project Manager => Rob Jefferson – 765-993-3929, Rob@maximautomation.com

Panel Shop Manager => Brent Tinkle – 765-969-1938, Brent@maximautomation.com

Administration => Cathy Crosby – 765-720-2291, Office@maximautomation.com

POTENTIAL SUBCONTRACTORS

Berry Electric => Sam Berry – 317-432-5680, Sam@berry-electric.com

Indiana Communication Specialists=> Robert Craven – 317-538-1024, rcraven@incomspec.com

R&M Electric=> Isaiah Thomas – 317-966-0485, ithomas@randmelectric.com

"ATTACHMENT D"

SCHEDULE

OWNER and ENGINEER shall mutually agree to a completion schedule for each individual Work Assignment and shall include critical intermediate milestone tasks. Completion times shall be provided as calendar days from Notice to Proceed.

If ENGINEER does not completely perform its obligations under the agreed completion and milestone dates, OWNER will incur substantial damages and losses which are and will hereafter be difficult or impossible to quantify, ascertain and prove as actual damages. Such damages are foreseen to include, without limitation, extended or additional costs, engineering, construction, utilities, insurance, and administration, and also indeterminate damages, hindrance or inconvenience to members of the public, deprivation for use and operation, and impairment of financing. Accordingly, and in lieu of actual damages, ENGINEER shall be liable to OWNER, and OWNER shall be entitled to collect and recover from ENGINEER as liquidated damages and not as a penalty, the sum of One Hundred (\$100.00) for each calendar day that completion of the obligation related to any of the milestone or completion dates is delayed beyond such milestone or completion date.

This Agreement shall expire on 2/28/2025

ATTACHMENT "G"

COMPENSATION TO ENGINEER

ENGINEER shall be compensated as agreed upon for each individual work assignment, and indicated in the Notice to Proceed. For each individual work assignment, ENGINEER shall provide a cost proposal in the format and to the level of detail as required by OWNER. At a minimum, ENGINEER shall provide a man-hour estimate for each major and man-hours shall be broken down into different labor classes such as: clerical, draftsman, engineering technician, project engineer, senior engineer, project manager, etc. The costs, hours and tasks shall be presented in an easy to follow table or spread sheet format. Additional costs such as subcontractors, and direct expenses shall also be shown. The total amount for this agreement shall be for an amount not to exceed \$ N/A. The hourly rates for this Agreement shall be as follows:

Maxim Automation Hourly Rate for this agreement is **\$280.00 per hour** during normal business hours - Considered 07:00 AM through 17:00 PM Monday through Friday

Maxim Automation After Hours Hourly Rate for this agreement is **\$420.00 per hour** after business hours - Considered 17:01 PM through 06:59 AM Monday through Friday and on weekends.

Maxim Automation Holiday Hourly Rate for this agreement is **\$560.00 per hour** on holidays - Considered any time worked during national holidays and observed holidays and on weekends