



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

August 5, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Lavonya C. Lester, Director of Administration *LCL*

Subject: NYSID Preferred Source Janitorial Cleaning Contract Amendment #6 PN202000211

On September 10, 2020, The Authority entered into a professional services contract with New York State Industries for the Disabled (NYSID) and the Erie County Chapter of NYSARC d/b/a The Arc of Erie County New York (Arc) for the purposes of professional cleaning services at the Service Center building for the period of 1 year with (4) optional one-year extensions.

Per the terms of the contract, the parties may agree to four annual contract extensions. Under this new amendment, we are asking for a fourth contract extension with NYSARC d/b/a The Arc of Erie County New York.

We will also maintain last year's wages for the NYSARC employees. There will be no increase to this year's contract extension. We will continue with the monthly cost of \$8621.91 annually \$103,462.94.

The Administration Department is recommending to the Board that we extend the contract for the last year. The Arc of Erie County has been reliable, and attentive to the needs of the Authority.

Budget Information:

Unit: 3070

GL: 401000 - 681019

Budget Line: Payments to Contractors – Other

LCL: lcl

Attachment

cc:

ERIE COUNTY WATER AUTHORITY
 AUTHORIZATION FORM
 For Approval/Execution of Documents
 (check which apply)

Contract: Janitorial Cleaning Services **Project No.:** PN202000211
Project Description: Service Center Janitorial Cleaning Services
4th option to extend - 1 year contract

Item Description:


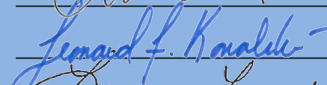




Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:


Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input type="checkbox"/> Other (if Applicable)	_____	Date: _____
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>08/07/2024</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>8/7/2024</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>08/06/2024</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>8/7/2024</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>8/7/2024</u>
<input checked="" type="checkbox"/> Legal		Date: <u>8/6/2024</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>8/7/2024</u>
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Remarks: One year contract extension - cost remains the same

Resolution Date: _____ **Item No:** _____

**AMENDMENT NO. 6 TO
PROFESSIONAL SERVICES AGREEMENT
FOR CLEANING SERVICES**

AMENDMENT, effective August 15, 2024, to the Professional Services Agreement effective on September 10, 2020, by and between

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.
11 Columbia Circle Drive
Albany, New York 12203

hereinafter referred to as “NYSID,” and

**ERIE COUNTY CHAPTER NYSARC, INC. d/b/a
THE ARC ERIE COUNTY NEW YORK**
30 Wilson Road
Williamsville, New York 14221

hereinafter referred to as the “ARC,”

WHEREAS, on September 10, 2020, the Authority entered into an agreement with NYSID and ARC to provide cleaning services to the Authority (the “Agreement”); and

WHEREAS, on November 10, 2021, the Authority authorized a one-year extension of the Agreement through August 31, 2022 pursuant to Amendment No. 1 to the Agreement; and

WHEREAS, on April 7, 2022, the Authority authorized a monthly rate increase pursuant to Amendment No. 2 to the Agreement; and

WHEREAS, on August 18, 2022, the Authority authorized a one-year extension of the Agreement through August 31, 2023 pursuant to Amendment No. 3 to the Agreement; and

WHEREAS, on March 23, 2023, the Authority authorized a monthly rate increase pursuant to Amendment No. 4 to the Agreement; and

WHEREAS, on September 20, 2023, the Authority authorized a one-year extension of the Agreement through August 31, 2024 pursuant to Amendment No. 5 to the Agreement; and

WHEREAS, in accordance with paragraph 3.02 of the Agreement, the parties may amend the Agreement by written amendment authorized by resolution of the Authority's Board of Commissioners; and

WHEREAS, in accordance with paragraph 5.01 of the Agreement, the parties may agree to extend the Agreement for four additional one-year terms, at mutually agreed upon terms; and

WHEREAS, the parties wish to extend the Agreement for the fourth additional one-year period from September 1, 2024 through August 31, 2025;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree to the following:

(1) The parties agree that §§ 2.01 through 2.03 of the Agreement are deleted in their entirety and replaced with the following:

2.01 The Service Provider shall submit monthly invoices to the Authority, detailing the hours and description of the services rendered to the Authority in a form acceptable to the Authority's Chief Financial Officer and/or Comptroller. For services described under §1.03, paragraph B of this Agreement, the Authority shall pay the Service Provider \$8,621.91 on a monthly basis, which is equal to one-twelfth of 3,100 hours at the hourly rate listed under § 2.02 of this Agreement.

2.02 Costs for the general cleaning services provided under this Agreement shall be billed at an hourly rate of \$33.38.

2.03 The hourly rates for cleaning staff include hourly wages at prevailing wage rates, fringe benefits, equipment costs, administrative overhead fee (15%), and preferred source fee (4%). The Authority agrees that the hourly rates shall be adjusted annually on January 1st, based on any changes in prevailing wages under Article 9 of the New York State Labor Law. Provided the administrative fee and preferred source fee percentages are not changed, the Authority agrees to such an adjustment of the prevailing wage and supplemental benefits only. The Authority further agrees that such an adjustment may be approved by the Authority's Director of Administration.

(2) The remaining terms and conditions of the Agreement shall continue in effect until August 31, 2025;

(3) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHERETO, the parties hereto have caused this Amendment No. 6 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

**NEW YORK STATE INDUSTRIES FOR
THE DISABLED, INC.**

By _____
Meredith Hartman, Vice President of
Contract Administration

**ERIE COUNTY CHAPTER NYSARC, INC.
d/b/a THE ARC ERIE COUNTY NEW YORK**

By _____
Douglas DiGesare, Chief Executive Officer

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of August, in the year 2024, before me personally came Jerome D. Schad, to me known, who, being by me duly sworn, did depose and say that he resides in Amherst, New York, that he is the Chair of the Board of Commissioners for the Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners.

Notary Public

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On the _____ day of _____, in the year 2024, before me personally came Meredith Hartman, to me known, who, being by me duly sworn, did depose and say that she resides in Saratoga County, New York, that she is the Vice President of Contract Administration of New York State Industries for the Disabled, Inc., described in the above instrument; and that she signed her name thereto by order of the Board of Directors of said Corporation.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year 2024, before me personally came Douglas DiGesare, to me known, who, being by me duly sworn, did depose and say that he resides in Kenmore, New York, that he is the Chief Executive Officer of Erie County Chapter NYSARC, Inc. d/b/a The ARC Erie County, described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public