



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

August 15, 2023

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: NYSID Preferred Source Janitorial Cleaning Contract Amendment 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 third-year contract extension with NYSARC d/b/a The Arc of Erie County New York.

Due to changes in the prevailing wage, the Authority and NYSID are still negotiating the terms of the contract pricing.

The Authority has been satisfied with the performance of services. The Arc of Erie County has been reliable, and attentive to the needs of the Authority. The Administration Department is recommending to the Board that we extend the contract for an additional year.

**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:** Professional Cleaning Services      **Project No.:** 202000211  
**Project Description:** \_\_\_\_\_  
NYSARC d/b/a The Arc - Janitorial Cleaning Services 3rd - 1 year contract extension

**Item Description:**

- |   |   |   |                                       |
|---|---|---|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input checked="" type="checkbox"/> Professional Service Contract | <input checked="" type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD                                  | <input type="checkbox"/> NYSDOT Agreement                         | <input type="checkbox"/> Contract Documents   | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids            |   |                                       |
| <input type="checkbox"/> Request for Proposals                |   |   |                                       |
| <input type="checkbox"/> Other _____                          |   |   |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute            | <input type="checkbox"/> Legal Approval                              |
| <input type="checkbox"/> Board Authorization to Award                         | <input checked="" type="checkbox"/> Execution by the Chairman        |
| <input type="checkbox"/> Board Authorization to Advertise for Bids            | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |  |                                  |                         |
|--|----------------------------------|-------------------------|
| <input type="checkbox"/> Other (if Applicable)                 | _____                            | Date: _____             |
| <input type="checkbox"/> Chief Operating Officer               | _____                            | Date: _____             |
| <input checked="" type="checkbox"/> Executive Engineer         | <u><i>Joseph F. Kovalich</i></u> | Date: <u>08/07/2023</u> |
| <input checked="" type="checkbox"/> Director of Administration | <u><i>Rayona Jester</i></u>      | Date: <u>08/07/2023</u> |
| <input checked="" type="checkbox"/> Risk Manager               | <u><i>Molly J. Musarra</i></u>   | Date: <u>8/7/2023</u>   |
| <input checked="" type="checkbox"/> Chief Financial Officer    | <u><i>Oppe John</i></u>          | Date: <u>08/07/2023</u> |
| <input checked="" type="checkbox"/> Legal                      | <u><i>[Signature]</i></u>        | Date: <u>8/8/2023</u>   |

**APPROVED FOR BOARD RESOLUTION:**

- |  |                           |                       |
|--|---------------------------|-----------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u><i>[Signature]</i></u> | Date: <u>8/8/2023</u> |
|--|---------------------------|-----------------------|

**Remarks:** Authorization to extend the contract for the 3rd contract year.  
Per contract there are 4 annual options to extend

**Resolution Date:** \_\_\_\_\_      **Item No:** \_\_\_\_\_

**AMENDMENT NO. 5 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR CLEANING SERVICES**

AMENDMENT, effective August 17, 2023, 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**, 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;

**WHEREAS**, the parties wish to extend the Agreement for the third additional one-year period from September 1, 2023 through August 31, 2024;

**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 an hourly rate of \$33.38 for services rendered.

**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 1<sup>st</sup>, 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, 2024;

(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. 5 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 2023, 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 2023, 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 2023, 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