



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

February 9, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, PE, Production Engineer *CJJ*

Subject: One Year Contract Extension – Amendment No. 2
Overhead Crane Inspection, Repair, and Maintenance at Various ECWA Facilities
From February 4, 2021 to February 3, 2023
ECWA Project No. 202000142

This contract includes work associated with crane inspections and maintenance throughout ECWA's water treatment plants and pump stations. Crane inspections are required annually.

The above-referenced contract is a two-year contract with two potential one-year extensions. The original contract was executed in February 2021 and originally ran through February 2023. The first extension of the contract covered the period of February 4, 2023 to February 3, 2024. The Authority and the contractor, Flatiron Crane Operating Company, LLC d/b/a Simmers Crane Design and Services, agreed that a second one-year extension of the contract to February 3, 2025, with appropriate hourly rate increase, would be mutually beneficial for both parties. The Contractor's interest in extending the current contract is expressed in the attached letter dated January 30, 2024 (Appendix A of Amendment No. 2 to the Overhead Crane Inspection, Repair, and Maintenance Contract).

Flatiron Crane Operating Company, LLC has proven to be a highly capable and reliable contractor whose services are valuable in the operation of Authority facilities. Based on this information it is recommended that the Authority exercise the one-year extension.

The following documents are attached:

- Blue Authorization Form - this form provides the project name and project number, the action that is being requested of the Board, and it provides a list of approvals that are required prior to being acted on by the Board.
- Three (3) originals of Amendment No. 2 request for Board action and execution by the Authority.

Budget Information:

Unit Nos.: 1010 Sturgeon Point Plant, 1015 Van De Water Plant, and 1020 Control Operations
O&M Budget Item No. 19 Payments to Contractors - Other

CJJ:jmf

Attachments

cc: L.Kowalski, PE

D.Patton, PE

ECWA-423-2002-X-20

**AMENDMENT NO. 2 TO THE OVERHEAD CRANE INSPECTION,
REPAIR & MAINTENANCE CONTRACT**

AMENDMENT, effective February 22, 2024, to the Overhead Crane Inspection, Repair & Maintenance Contract, effective February 4, 2021, by and between:

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

hereinafter referred to as the “Authority,” and

FLATIRON CRANE OPERATING COMPANY, LLC
D/B/A SIMMERS CRANE DESIGN & SERVICES
11 Vanguard Drive
Reading, PA 19606

hereinafter referred to as “Contractor.”

WHEREAS, on February 4, 2021, the Authority awarded Pollock Research & Design, Inc., a contract for crane inspection, repair and maintenance (the “Contract”) for a two-year term, beginning February 4, 2021; and

WHEREAS, on December 17, 2021, Flatiron Crane Operating Company, LLC, purchased the assets, including the Contract, of Pollock Research & Design, Inc.; and

WHEREAS, the Contract provides for services to be provided to the Authority, as described in the Contract, from February 4, 2021 through February 3, 2023; and

WHEREAS, in accordance with Article 6, Paragraph 6.01 of the Contract, the parties may agree in writing to extend the term of the contract for two additional one (1) year terms, under the same terms and conditions or under terms and conditions acceptable to the Authority; and

WHEREAS, on January 19, 2023, the parties agreed to extend the contract for one year through February 3, 2024, and the Authority approved Amendment No. 1 to the Contract memorializing the extension; and

WHEREAS, in accordance with Article 4 Paragraph 4.02 of the Contract, any modification or variation from the terms of the Contract must be in writing, authorized by a resolution of the Board of Commissioners of the Authority (the “Board”) and signed by all parties; and

WHEREAS, the Contractor has agreed to extend the Contract until February 3, 2025, and has requested the Authority agree to an increase in the hourly rate for scheduled and emergency

repairs and maintenance as detailed in the Contractor's letter to the Authority dated January 30, 2024, and attached to and incorporated in this Amendment No. 2 as Appendix A; and

WHEREAS, the Authority's Executive Engineer and Senior Production Engineer have reviewed the request to increase the hourly rate for scheduled and emergency repairs and maintenance and find it to be reasonable and recommend the Authority accept such increase;

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

- (1) The terms and conditions of the Contract shall continue in effect until February 3, 2025; and
- (2) The parties agree that Article 3, Section 3.02, Subparagraph B of the Contract shall be deleted in its entirety and replaced with the following:

B. The Contractor agrees to bill for services at the following hourly rates:

Annual Inspection, Preventative Maintenance and Certification of Miscellaneous Chain Hoists, Lifting Chains and Straps – Electrician	\$60.00
Scheduled Repairs & Maintenance – Electrician	\$140.00
Emergency Repairs & Maintenance – Electrician	\$210.00

- (3) The parties agree all other terms and conditions of the Contract shall remain unchanged and in effect; and
- (4) 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.

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IN WITNESS WHERETO, the parties hereto have caused this Amendment No. 2 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

**FLATIRON CRANE OPERATING COMPANY,
LLC D/B/A/ SIMMERS CRANE DESIGN &
SERVICES**

By _____
Jill Mastandrea, Chief Financial Officer

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ___ day of February, 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 the 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 he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

Notary Public

STATE OF)
COUNTY OF) ss:

On the ___ day of _____, in the year 2024, before me personally came Jill Mastandrea, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed within the instrument and acknowledged to me that she executed the same in her capacity as Chief Financial Officer of the company described in the above instrument, that by her signature she executed the instrument, and that she made such appearance before the undersigned in _____, _____.

Notary Public

APPENDIX A

Letter dated January 30, 2024



FLATIRON

CRANE OPERATING COMPANY, LLC

FLATIRON CRANE OPERATING COMPANY, LLC
11 Vanguard Drive
Reading, PA 19606

Simmers Crane & Design Services
1134 Salem Parkway
Salem, OH 44460
(330) 332-3300
Fax (330) 332-3322

Reading Crane & Engineering Co.
11 Vanguard Drive
Reading, PA 19606
(610) 582-7203
(610) 582-7208

Attn:
Clayton Johnson
Production Engineer
Erie County Water Authority
3030 Union Rd
Cheektowaga, NY 14227

January 30, 2024

Clayton,

Flatiron Operating Company LLC is amendable to extending the contract (21-07-02) for one more year through February 3, 2025 based on the revised rates in the chart shown below.

ITEM	DESCRIPTION	QUANTITY	UM	ORIGINAL RATE	TOTAL	2024 RATE	TOTAL	TOTAL
1	Bridge Crane Annual Inspection	38	EA	\$270.00	\$10,260.00	\$270.00	\$10,260.00	\$270 is the per asset price
2	Monorail w/Hoist Annual Inspection	68	EA	\$90.00	\$6,120.00	\$90.00	\$6,120.00	\$90 is the per asset price
3	Jib Crane Annual Inspection	2	EA	\$90.00	\$180.00	\$90.00	\$180.00	\$90 is the per asset price
4	Misc.; Chain Hoists, Lifting Chains, and Straps Annual Inspection	160	EA	\$60.00	\$9,600.00	\$60.00	\$9,600.00	\$90 is the per asset price
5	Scheduled Repairs / Maintenance	300	HR	\$102.00	\$30,600.00	\$140.00	\$42,000.00	Rate is prevailing wage straight time
6	Emergency Repairs / Maintenance	50	HR	\$160.00	\$8,000.00	\$210.00	\$10,500.00	Rate is prevailing wage overtime

\$60 cjj 2/21/24

Sincerely,

Jill Mastandrea
Chief Financial Officer