

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

**Contract:** \_\_\_\_\_ **Project No.:** 202000211  
**Project Description:** NYSID Professional Services Agreement, Service Center Cleaning

**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	<u>Russell J. Felt</u>	Date: <u>9/2/2020</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Joseph F. Koralik</u>	Date: <u>09/02/2020</u>
<input checked="" type="checkbox"/> Director of Administration	<u>Devonja Lester</u>	Date: <u>9/02/2020</u>
<input checked="" type="checkbox"/> Risk Manager	<u>Molly Op Musarra</u>	Date: <u>09/02/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Karen A. Bendugast</u>	Date: <u>09/02/2020</u>
<input checked="" type="checkbox"/> Legal	<u>Margaret A. Murphy</u>	Date: <u>09/02/2020</u>

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority	<u>TCD</u> <small>Type text here</small>	Date: <u>09/02/20</u>
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**Remarks:** \_\_\_\_\_

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



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

9/02/2020

TO: Terrence D. McCracken, Secretary to the Authority

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

SUBJECT: Professional Service Agreement for Cleaning Services – PN#202000211

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New York State Industries for the Disabled, Inc is a not for profit organization registered as a preferred source through the Office of General Services. They provide products and services to state agencies, public benefit corporations and political subdivisions across New York State. The organization partners with member agencies which provide community employment to those who are disabled.

The New York State Industries for the Disabled has provided cleaning services to the Authority since 2016. In order to comply with the New York State Finance Law STF §162 relative to state purchasing and preferred sources, I am recommending that we continue doing business with New York State Industries for the Disabled through ARC of Erie County its member agency.

The Authority's legal department has put together a professional services agreement that includes details relative to the scope, pricing and terms of the agreement. The agreement includes four potential one-year extensions, at the sole discretion of the Authority, at mutually agreed upon terms. The agreement also includes provisions for the current disinfectant cleaning services that are being performed due to the COVID-19 Pandemic. It outlines the hourly rates, the hours of service, the scope of work expected to be performed, and our vendor health screening portal requirements. All of which complies with the New York State Department of Health mandates. The disinfectant services can be cancelled by the Authority at any time with a 7-day notification to the organization.

Our agreement expired on July 31<sup>st</sup>, 2020 and we would like to renew the cleaning services for the period of 9/1/2020 through 8/31/2021 at a monthly cost of \$7,551.12. Annual cost of \$90,613.42. Disinfectant cleaning rates: \$28.32/hour and \$34.57/hour.<sup>1</sup>

I am requesting Board authorization and Board execution of this preferred source professional services agreement.

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<sup>1</sup> 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%).

**PROFESSIONAL SERVICES AGREEMENT  
FOR CLEANING SERVICES**

This is an Agreement effective as of September 10, 2020 (“Effective Date”) by and between

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,”

**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.”

NYSID and the ARC are hereinafter collectively referred to as the “Service Provider.”

**WHEREAS**, the Authority is a public benefit corporation organized pursuant to §1053 of the Public Authorities Law of the State of New York, and pursuant to such statute, the Authority’s members are appointed by Erie County Legislature;

**WHEREAS**, no member of the Authority is appointed by the Governor of the State of New York and therefore the Authority is a local public authority;

**WHEREAS**, as a public authority, the Authority is required to purchase cleaning services from a preferred source as established under New York law, and is required to ensure that its vendors comply with the prevailing wages set forth in Article 9 of the New York Labor Law;

**WHEREAS**, NYSID is a preferred source facilitating agency that works with preferred sources throughout New York State, including ARC in Erie County;

**WHEREAS**, the Authority uses its own labor force for general cleaning services at its water treatment facilities, the Sturgeon Point Water Treatment Plant located at 722 Sturgeon Point Road, Derby, New York (“Sturgeon Point”) and the Van de Water Treatment Plant located at 3750 River Road, Tonawanda, New York (“Van de Water”);

**WHEREAS**, the Authority has lease agreement for its offices at the Ellicott Square Building located at 295 Main Street, Room 350, Buffalo, New York (“Ellicott Square”) under which the Authority’s landlord provides general cleaning services under the lease;

**WHEREAS**, the Authority seeks to enter into a contract for general cleaning services at its Service Center located at 3030 Union Road, Cheektowaga, New York (“Service Center”) and for specialized COVID-19 disinfectant cleaning services at Sturgeon Point, Van de Water, Ellicott Square and the Service Center upon the terms and conditions set for in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the Authority and the Service Provider agree as follows:

## **ARTICLE 1 – CLEANING SERVICES**

### **1.01 Standard of Performance:**

- A. The standard of care for all professional cleaning and related services performed or furnished by the Service Provider under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the time and in the same locality.
- B. The Service Provider agrees to provide reliable cleaning services that observe safety and health recommendations and that maintain and restore the cleanliness of the Service Center. These safety and health recommendations include those as outlined in the Declaration of Emergency issued by the Authority in response to the COVID-19 Pandemic (the “Declaration”). The Service Provider may obtain a copy of the [Declaration](#) at the Authority’s website.
- C. The Service Provider agrees that its employees will conduct themselves in a professional business manner while on Authority property, which includes, but is not limited to, no loud music and no disruptive behavior.
- D. The Service Provider agree that its employees will comply with the Authority’s Drug and Alcohol Policy that requires a drug and alcohol-free environment on Authority premises.

### **1.02 Covid-19 Pandemic:**

- A. The Parties acknowledge that as of the effective date of this Agreement, the Declaration issued by the Authority remains in effect and may, from time to time, be amended and/or extended by the Board of Commissioners of the Authority.
- B. To the extent that the Declaration remains in effect over the duration of this Agreement, the Service Provider specifically agrees to maintain logs that include the date, time, and scope of cleaning and disinfection, and to only use the disinfectants provided by the Authority.

**1.03 Scope of Services:**

**A. *Coordination of Services with the Authority***

1. The Authority's Director of Administration shall designate a Facilities Manager to coordinate services provided under this Agreement with the Service Provider. For the purposes of this Agreement, unless otherwise indicated by the Director of Administration, the Facilities Manager shall be Stanley A. Jemiolo, an Administrative Assistant to the Authority. The Facilities Manager will act as the Service Provider's primary contact with the Authority.
2. The ARC shall designate an Operations Manager and agrees to provide the Facilities Manager with the name and contact information of the Operations Manager. The Operations Manager will oversee the services provided to the Authority under this Agreement. The Operations Manager must train all cleaning staff prior such staff providing cleaning services for the Authority. The Operations Manager is responsible for monitoring all cleaning staff assigned to Authority property and for ensuring the quality of the work performed by the cleaning staff meets the requirements of this contract.
3. The Operations Manager will provide the Facilities Manager with a list of all personnel performing cleaning services at Authority property.
4. The Operations Manager will provide twenty-four (24) hour notice to the Facilities Manager in the event of changes in personnel.
5. The Operations Manager will be responsible for the cleaning staff maintaining a service log with descriptions of the services performed and to submit the service log to the Facilities Manager on an at least weekly basis.
6. The Operations Manager will schedule all general cleaning and disinfectant cleaning performed under this Agreement with the Facilities Manager.

**B. *General Cleaning***

1. All general cleaning services provided under this Agreement will be provided at the Service Center only.
2. The Service Center is a multi-use one-story building with a basement with office space, conference rooms, a training room, storage space, and construction space. The Service Center includes eight (8) restrooms, two (2) eating/break rooms with appliances, a handicap accessible lift area, locker rooms and shower stalls. The floor surfaces include, but are not limited to, concrete, carpet and various tile. The wall surfaces include, but

are not limited to painted, carpeted, glass, and metal. A diagram of the Service Center is attached to, and incorporated into this Agreement as, Appendix A.

3. The Service Provider agrees to provide cleaning and janitorial maintenance to the following general office areas of the Service Center:
  - a. All first floor offices, including the copy room, drafting room, meter shop offices, dispatch area, and crew chief areas;
  - b. Basement areas, including the map/records office area, human resource offices, the training room, instrumentation area, information technology offices, and the map/records storage area; and
  - c. All entrances, lobbies, corridors, stairways, and handicap access areas throughout the Service Center.
4. The Service Provider agrees to provide general cleaning services for fifty-eight (58) hours per week. The Service Provider agrees to provide an additional eighty-four (84) hours of general cleaning services annually for a total of 3,100 hours annually. The daily hours for general cleaning staff will be determined by the Facilities Manager, working with the Operations Manager.
5. The Facilities Manager, working with the Operations Manager, will designate what cleaning tasks need to be performed daily, twice weekly, weekly, monthly and bi-annually. A sample cleaning checklist is attached to this Agreement as Appendix B. The general cleaning services to be provided shall include:
  - a. General Office Cleaning
    1. Clean doors, door frames, light switches, walls and glass, including glass partitions and glass wall items;
    2. Dust cobwebs, baseboards, sills, ledges, file cabinet tops, furniture surfaces, and window treatments;
    3. Empty trash receptacles, shredders, and recyclables, change liners in trash receptacles, take all trash to the dumpster, and take recyclables to the proper area for collection;
    4. Sweep and wet mop concrete floors;
    5. Dust mop and wet mop tile floors and baseboards;

6. Spray buff and polish tile floors;
  7. Vacuum offices and window treatments;
  8. Shampoo carpets; and
  9. Perform additional general office cleaning tasks as requested by the Facilities Manager.
- b. Cleaning of Restrooms, Locker Rooms and Showers
1. Maintain sanitized condition in these areas;
  2. Clean and disinfect sinks, showers, fixtures, urinals, commodes, tile walls, and floors;
  3. Disinfect floor drains;
  4. Clean mirrors, stall doors, outside locker surfaces and benches;
  5. Check and replace urinal and toilet deodorizers;
  6. Check and fill paper towel, toilet paper and soap dispenser; and
  7. Perform additional cleaning tasks in these areas as requested by the Facilities Manager.
- c. Cleaning of Lunch Rooms, Kitchens and Break Areas
1. Clean sinks and counter appliances;
  2. Clean interior and exteriors of refrigerators/freezers, dishwashers, microwaves, and cupboards;
  3. Run dishwasher, when necessary;
  4. Deep clean refrigerators/freezers, including discarding of old food items and disinfecting the exterior and interior;
  5. Maintain supply of paper products; and
  6. Perform additional cleaning tasks as requested by the Facilities Manager.

6. The Authority agrees to provide the Service Provider with a storage room for equipment, materials, and supplies. All equipment left on Authority premises by the Service Provider must be properly labeled. The Authority will not be held responsible for any loss to the Service Provider due to the storage of equipment, materials and supplies on Authority premises.
7. The Authority agrees to provide the Service Provider with paper products, trash can liners, liquid hand soap, powdered hand soap, dish soap, grit soap, air fresheners, cleaning products, floor stripping products, and floor wax for use in cleaning Authority premises. The parties agree that any disinfectant product used for cleaning will be registered in the New York State Department of Environmental Conservation and identified by the Environmental Protection Agency as effective against COVID-19.
8. The Service Provider agrees to provide appropriate cleaning equipment, including, but not limited to, commercial grade vacuum(s), dry mops, wet mops, brooms, buckets, a commercial grade carpet scrubber/shampooer and equipment for floor buffing, stripping and waxing including a commercial grade walk behind floor scrubber and high speed burnisher.

**C. *Disinfectant Cleaning***

1. Disinfectant cleaning services under this Agreement will be provided at the Service Center, Ellicott Square, Sturgeon Point and Van de Water.
2. The Service Provider agrees to provide disinfectant cleaning services for 20 (20) hours per week at each of the four Authority locations and for an additional twelve (12) hours per week at the Service Center for a total of ninety-two (92) hours per week at all Authority locations. The daily hours for general cleaning staff will be determined by the Facilities Manager, working with the Operations Manager.
3. The Facilities Manager, working with the Operations Manager, will designate the surfaces to be disinfected by the cleaning staff on a daily basis. The cleaning staff shall continuously disinfect the designated surfaces throughout their shift at each Authority location. The disinfectant cleaning services to be provided shall include disinfecting of the following:
  - a. Desks and chairs;
  - b. Counters, tables and chairs;
  - c. Door handles and push plates;
  - d. Handrails;



- e. Kitchen and bathroom faucets;
  - f. Appliance surfaces, knobs and handles;
  - g. Light switches; handles on equipment (e.g., carts);
  - h. Remote controls;
  - i. Shared telephones;
  - j. Shared computers, keyboards and mice;
  - k. Shared electronics;
  - l. Copying machines;
  - m. Interior and exterior of Authority vehicles;
  - n. Heating and cooling vents; and
  - o. Any additional disinfecting as requested by the Facilities Manager.
4. The Service Provider agrees to use disinfectant cleaning solutions and equipment provided by the Authority. The Parties agree that all disinfectant products used will be registered in the New York State Department of Environmental Conservation and identified by the Environmental Protection Agency as effective against COVID-19.

**D. *Cleaning Staff***

- 1. The Service Provider acknowledges that the Authority locations serviced under this Agreement are secure facilities that are not open to the general public. The Authority takes great care to ensure the security of its facilities, including performing background checks on all employees. The Service Provider agrees that all cleaning staff assigned to Authority properties cannot have any conviction in the past ten years for any crime related to theft, trespass or unauthorized entry into a private dwelling or facility.
- 2. The Service Provider acknowledges that the Authority has adopted a Drug and Alcohol policy, and that Authority employees are routinely and randomly tested under this policy. The Service Provider agrees to provide the Facilities Manager with a copy of the policy relating to drug and alcohol use applicable to cleaning staff. The Service Provider agrees that, at a minimum, there will be a procedure by which the Authority can request that cleaning staff suspected to be under the influence of drugs or alcohol on

Authority property will be drug tested, at the Service Provider's expense, if so requested by the Facilities Manager.

**1.04 Access to Authority Property:**

- A. The Service Provider must notify the Authority's Security Officer and provide government-issued photo identification of all employees retained by the Service Provider, or its subcontractor, who will be working on-site at one of the Authority's facilities and must also provide any additional information reasonably requested by the Authority's Security Officer. All employees of the Service Provider working on-site at one of the Authority's facilities are subject to the Health Screening Questionnaire described in § 1.05.
- B. The Security Officer will issue security passes to the Service Provider's employees assigned to work on-site at one of the Authority's facilities, allowing entrance to such Authority facility subject to the same conditions as an Authority employee.
- C. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.

**1.05 Health Screening Questionnaire:** The State of New York (the "State") has declared a state of emergency due to the COVID-19 pandemic. The Authority is currently operating under a Declaration of Emergency. While the Authority continues to operate under the Declaration of Emergency, the Service Provider, its employees, and agents shall comply with all health safety rules and regulations adopted by the State or the Authority including, but not limited to, completing a health screening questionnaire before entering any Authority worksite.

**1.06 Compliance with Laws and Regulations, and Policies and Procedures**

- A. The Authority and the Service Provider shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures.
- B. The Service Provider shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- C. The Authority shall provide the Service Provider in writing any and all other Authority policies and procedures applicable to the Service Provider's performance of services under this Agreement. The Service Provider agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.

**ARTICLE 2 – PAYMENT OF PROFESSIONAL SERVICES**

**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 \$7,551.12 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. For services described under §1.03, paragraph C of this Agreement, the Authority shall pay the Service Provider the hourly rates listed under §2.02. Payment for services will be made monthly.

**2.02** Costs for the services provided under this Agreement shall be billed at the following hourly rates:

General Cleaning Staff (Service Center)	\$29.23
Disinfectant Cleaning Staff (Ellicott Square, Service Center)	\$28.32
Disinfectant Cleaning Staff (Sturgeon Point, Van de Water)	\$34.57

**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 will be adjusted annually on July 1<sup>st</sup> based on any changes in prevailing wages under Article 9 of the New York State Labor. 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.

**2.04** The Authority agrees to make a one-time payment of \$1,530.36 for the prevailing wage rate adjustment for general cleaning services rendered by the Service Provider in July 2020 and August 2020.

**2.04** The Facilities Manager may request general cleaning services in excess of the hours provided for under §1.03, paragraph B, at the same rate set forth in §2.02. Such services must be pre-approved by the Authority's Chief Financial Officer.

**2.05** The Authority reserves the right to audit the Service Provider's records to verify bills submitted and representations made. For this purpose, the Service Provider agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of the Service Provider's final bill to complete its audit. If the audit establishes an overcharge, the Service Provider agrees to refund the excess.

### **ARTICLE 3 – GENERAL PROVISIONS**

**3.01** **Subcontract and Assignments:** The Service Provider may not subcontract or delegate any of the work, services, and/or other obligations of the Service Provider without the express written consent of the Authority. The Authority and the Service Provider bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Service Provider shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

**3.02** **Amendments:** No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

**3.03 Right to Terminate:** The Authority reserves the right to terminate the Service Provider's services at any time, without cause, based on seven (7) days' written notice. The Service Provider shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

**3.04 Indemnification:**

- A. To the fullest extent permitted by law, the Service Provider agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Service Provider's performance of professional services provided under this Agreement and those of its subcontractors or anyone for whom the Service Provider is legally liable.
- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Service Provider harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

**3.05 Insurance:** The ARC shall secure and maintain such insurance as will protect itself from claims under the Workers' Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom. The ARC shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services. The ARC shall provide Certificates of Insurance certifying the coverage required by this provision.

**3.06 New York Law and Jurisdiction:** Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Service Provider and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

**3.07 Conflicts of Interest:** The Service Provider represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Service Provider from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Service Provider will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without being subject to further obligations under its terms, except for the payment of services already rendered by the Service Provider. So long as the Service Provider reports such a

conflict as required by this section, the Service Provider will have no further obligations for completing the scope of services under the terms of this Agreement.

**3.08 Additional Conditions:** The Service Provider and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

**3.09 Entire Agreement:** This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

**3.10 Independent Status:**

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Service Provider, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that the Service Provider shall remain an independent contractor responsible for its own actions. The Service Provider is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Service Provider is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 4.
- C. Neither the Service Provider nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Service Provider represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Service Provider agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Service Provider further represents and warrants that any income accruing to the Service Provider and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

**3.11 Doing Business Status:** The Service Provider represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

**3.12 Force Majeure:** The Service Provider shall not be liable to the Authority for any failure to perform the Services if any such failure is caused by forces beyond Service Provider's reasonable control, including without limitation, actions or inactions of any governmental agencies, changes in law, strikes, lockouts, or other industrial disturbances, acts or omissions of third-parties, civil disturbances, fires, floods, earthquakes, acts of God, acts of a public enemy or terrorism, epidemics or pandemics, including issues arising out of the COVID-19 pandemic, which may include without limitation, workforce shortages, lack of necessary supplies or Personal Protective Equipment, travel restrictions, and other restrictions resulting from public guidance and emergency orders.

**3.13 Gratuities:** The Service Provider shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Service Provider or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.

**3.14 Notice:** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

#### **ARTICLE 4 – SEVERABILITY**

**4.01** Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

#### **ARTICLE 5 – DURATION**

**5.01** All services to be provided under this Agreement shall be provided over a one-year period from September 1, 2020 through August 31, 2021 with four potential one-year extensions, at the sole discretion of the Authority, at mutually agreed upon terms. The parties agree that the Disinfectant Cleaning Services described under §1.03, paragraph C of this Agreement are to be provided on an as needed basis and may be terminated subject to the provision of §5.02.

**5.02** The Parties agree that the Disinfectant Cleaning Services described under §1.03, paragraph C of this Agreement may be terminated by the Authority upon seven (7) days written notice to the Service Provider.

**5.03** The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Service Provider in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may

exercise its termination right by providing written notification to the Service Provider in accordance with the written notification terms of this Agreement.

**ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chair

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

By \_\_\_\_\_

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

By \_\_\_\_\_

**STATE OF NEW YORK    )  
COUNTY OF ERIE        ) ss:**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, 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 ERIE**                    ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of New York State Industries for the Disabled, Inc., described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

**STATE OF NEW YORK**                    )  
**COUNTY OF ERIE**                    ) ss:

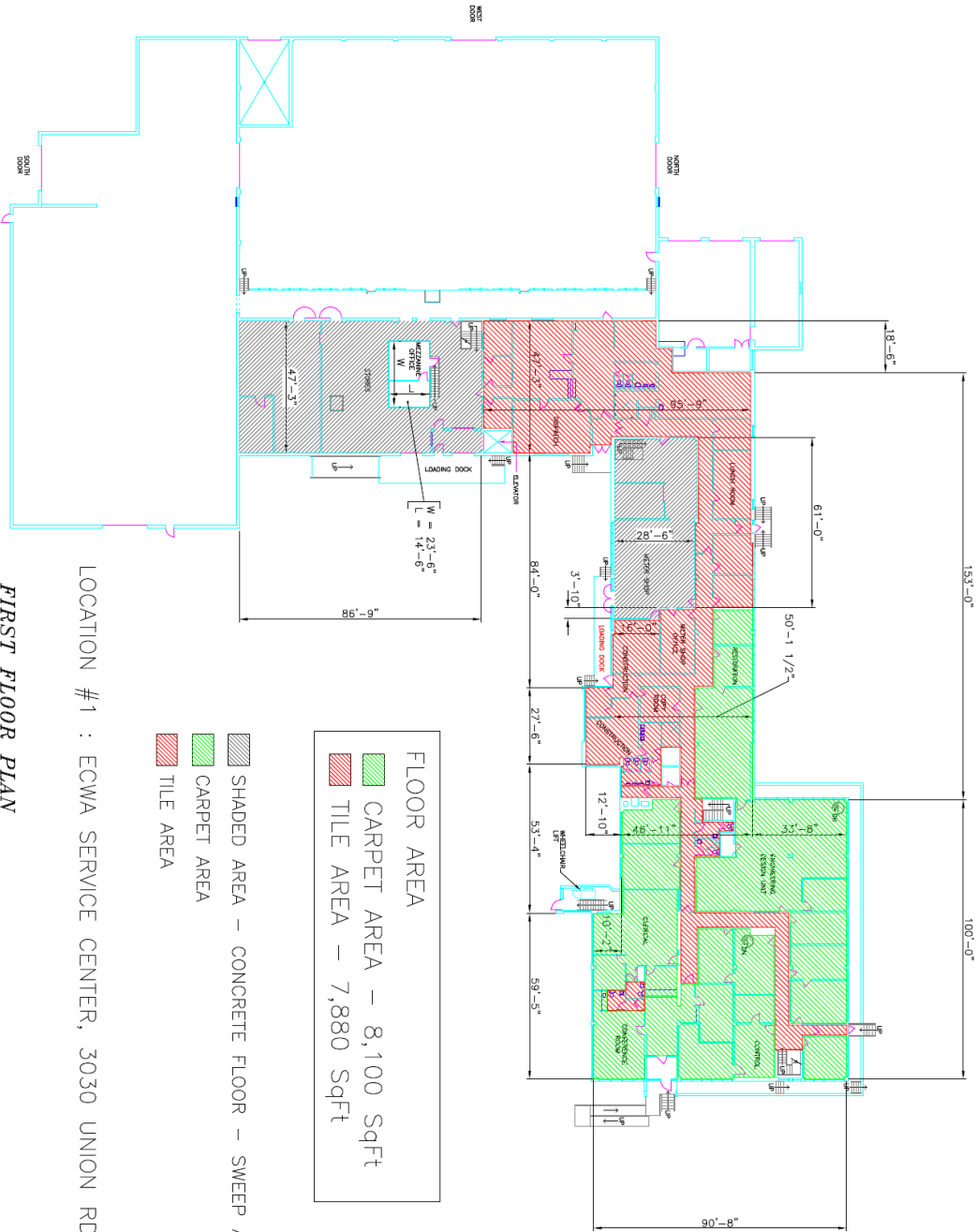
On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York, that he/she is the \_\_\_\_\_ of Erie County Chapter NYSARC, Inc. d/b/a The ARC Erie County, described in the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public



**APPENDIX A**

**Service Center Floor Plan**

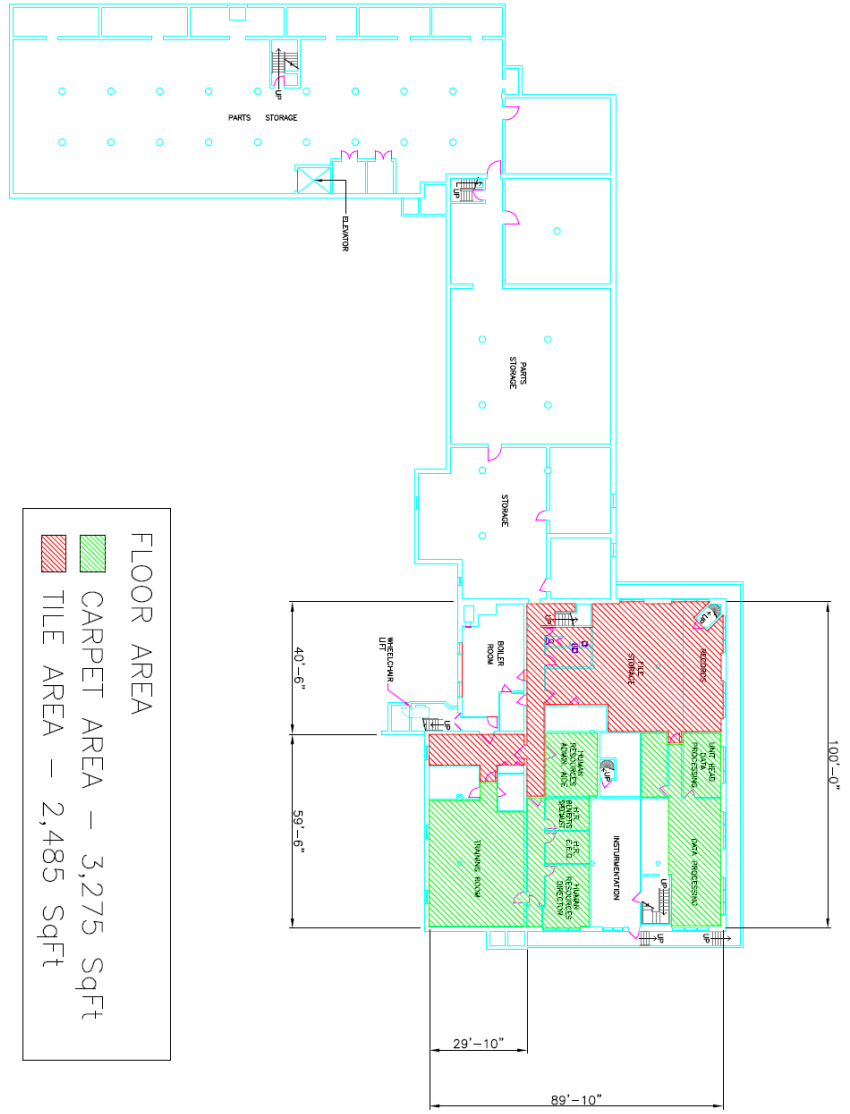


FLOOR AREA	
CARPET AREA	8,100 SqFt
TILE AREA	7,880 SqFt

- SHADED AREA – CONCRETE FLOOR – SWEEP AND ANNUAL WASH
- CARPET AREA
- TILE AREA

LOCATION #1 : ECWA SERVICE CENTER, 3030 UNION RD, CHEEKTOWAGA, N.Y.

FIRST FLOOR PLAN



LOCATION #1 : ECWA SERVICE CENTER, 3030 UNION RD, CHEEKTOWAGA, N.Y.

**BASEMENT FLOOR PLAN**

## APPENDIX B

### Cleaning Checklists

<b>DAILY CLEANING CHECKLIST</b>					
	M	T	W	Th	F
<b>Restrooms, locker room, and showers</b> <ul style="list-style-type: none"> <li>• Maintain sanitized condition</li> <li>• Clean and disinfect sinks, fixtures, urinals, and commodes</li> <li>• Clean and disinfect showers</li> <li>• Clean mirrors</li> <li>• Check and replace urinal and toilet deodorizers</li> <li>• Check and fill paper towel, toilet paper, and soap</li> <li>• Clean stall doors and fixtures</li> </ul>					
<b>Lunch rooms, kitchens, and break areas</b> <ul style="list-style-type: none"> <li>• Clean sink and counter appliances</li> <li>• Clean exteriors of fridge/freezer, dishwasher, and cupboards</li> <li>• Clean exterior and interior of microwave</li> <li>• Maintain supply of paper products</li> <li>• Clean interior and run dishwasher when necessary</li> </ul>					
<b>General cleaning of building</b> <ul style="list-style-type: none"> <li>• Spot clean doors, door frames, light switches, walls and glass</li> <li>• Replenish paper and sundry supplies: towels, toilet paper, soap</li> <li>• Any cleaning requested by customer</li> </ul>					
<b>Carpets</b> <ul style="list-style-type: none"> <li>• In high traffic areas, vacuum all carpets, ensuring that all hallways and lobby area is vacuumed</li> </ul>					
<b>Floors</b> <ul style="list-style-type: none"> <li>• In high traffic areas, dust mop and wet mop tile floors and baseboards in assigned areas</li> </ul>					
<b>Trash</b> <ul style="list-style-type: none"> <li>• Empty trash receptacles, shredder, and change liners in assigned area</li> <li>• Empty recycling receptacles in assigned area</li> </ul>					
<b>Weekly work</b> <ul style="list-style-type: none"> <li>• Ensure weekly cleaning was completed in assigned section.</li> </ul>					

### Weekly cleaning checklist

		Mon		Tues		Wed		Thurs		Fri	
Section 1											
Section 2											
Section 3											
Section 4											
Bathrooms											

**Bi-weekly cleaning in general office areas**

- Vacuum offices with carpeting
- Mop offices with floors

**Weekly cleaning in general office areas**

- High dust cobwebs
- Low dust baseboards
- Dust sills, ledges, file cabinet tops, and furniture surfaces
- Vacuum offices

**Weekly cleaning in all restrooms, locker rooms, and showers**

- Clean and disinfect tile walls and floors
- Disinfect all floor drains

**Checklist for monthly cleaning duties**

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Section 1												
Section 2												
Section 3												
Section 4												
Bathrooms												
Meter Shop												

**General office area monthly cleaning**

- Clean office door and partition glass and glass wall items
- Clean walls: vacuum, dust, or wipe down as per wall material
- Dust/vacuum window treatments
- Spray buff tile floors

**All restrooms, locker rooms, and showers monthly cleaning**

- Clean outside locker surfaces and benches

**Lunch rooms, kitchens, and break areas monthly cleaning**

- Clean and disinfect interior/exterior of fridge and freezer: give 24-hour notices before cleaning
- Discard old food items in fridge and freezer

**Meter Shop, Stores, and Stores' storage (concrete area) monthly cleaning**

- Sweep concrete floor
- General dusting

**Bi-annual work to be completed in April and October**

- Wet mop concrete floors
- Clean interior/exterior of cupboards
- Shampoo carpets; Polish floors

## APPENDIX C

### Insurance Requirements

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

**a. Workers Compensation:**

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

**b. New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

**c. Commercial General Liability:**

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

**d. Automobile Liability:**

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

**e. Umbrella Liability:**

- \$1,000,000. Each Occurrence
- \$1,000,000. Aggregate

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and

NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or if you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.