



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

03/11/2024

TO: Terrence D. McCracken, Secretary to the Authority

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

SUBJECT: Landscape Professional Service Contract Extension #3 PN#202100004

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On April 15, 2021, the Authority entered a professional service contract with New York State Industries for the Disabled (NYSID) and the Erie County Chapter NYSARC, Inc. d/b/a The Arc Erie County (Arc) for landscaping services throughout the Authority's footprint.

The services provided include the restoration of lawns, mowing, maintaining flowers, flower beds, tree trimming, shrubbery and the cleanup of leaves, trash, and litter. It also includes salting at Van De Water and Sturgeon Point locations. Landscape services is being provided at the Service Center, Van De Water, Sturgeon Point and (53) fifty-three additional service locations.

On April 7, 2022, the Authority authorized the first of four optional one-year contract extensions with NYSID.

On April 20, 2023, the Authority authorized the second of four optional one-year contract extensions.

As a continuation of services, the Administration department is recommending that NYSID and Arc continue to perform the landscaping services for the duration of the contract. This includes authorization to allow a third one-year contract extension for the average monthly cost for the season of \$36,950.99, totaling \$295,607.96. The landscaping season is a total of 8 months with the option of salting services at both plants for an additional cost during the remaining 4 months of the contract.

The Authority has been satisfied with the quality of work performed over the course of these three years and would like to maintain a business relationship with NYSID and The Arc.

The monthly cost increased from \$34,638.44 to \$36,950.99 due to a prevailing wage increase on July 1, 2023.

### **Budget Information:**

The following department units and budget lines will be used to pay for the services.

Control Dept	Unit:1020 401000 620319	Approx. 67% total cost
Sturgeon Point	Unit:1010 401000 620119	Approx. 16% total cost
Van De Water	Unit:1015 401000 620219	Approx. 9% total cost
Service Center	Unit:3070 401000 680019	Approx. 7% total cost

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

**Contract:** NYSID Landscaping Professional Svc. **Project No.:** PN202100004  
**Project Description:** Professional landscaping services by preferred source - NYSID/The Arc  
April 2024 - November 2024 (landscaping) w/ optional salting for duration of the year.

**Item Description:**







<input checked="" 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 checked="" type="checkbox"/> Chief Operating Officer		Date: <u>03/11/2024</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>3/12/2024</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>03/11/2024</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>3/12/2024</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>03/11/2024</u>
<input checked="" type="checkbox"/> Legal		Date: <u>3/12/2024</u>

**APPROVED FOR BOARD RESOLUTION:**

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>03/12/2024</u>
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**Remarks:** Requesting authorization to execute 1 year contract extension #3 of 4 with NYSID/The Arc.

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

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

AMENDMENT, effective March 21, 2024, to the Professional Services Agreement effective on April 15, 2021, 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 April 15, 2021, the Authority executed an agreement with NYSID and ARC to provide landscaping services to the Authority (the “Agreement”) for a one-year term from April 15, 2021 through April 14, 2022, with four potential one-year extensions; and

**WHEREAS**, on November 10, 2021, the parties executed Amendment No. 1 to the Agreement reducing pricing of certain line items in the Agreement; and

**WHEREAS**, on April 7, 2022 the parties executed Amendment No. 2 to the Agreement extending the term of the Agreement to April 14, 2023; and

**WHEREAS**, on November 17, 2022, the parties executed Amendment No. 3 to the Agreement increasing the unit prices set forth in the Agreement as a result of an increase in the Prevailing Wage Schedule applicable to this Agreement; and

**WHEREAS**, on April 20, 2023, the parties executed Amendment No. 4 to the Agreement extending the term of the Agreement to April 14, 2024; and

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

**WHEREAS**, the parties wish to extend the Agreement for an additional one-year period from April 15, 2024 through April 14, 2025;

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

(1) The parties agree that §§ 2.02 through 2.04 of the Agreement are deleted in their entirety and replaced with the following:

**2.02** The Service Provider agrees to provide landscaping and salting services at the following per visit unit prices, which include all labor, materials, equipment, travel time and tolls to the Service Locations.

1. ***For General Grounds Maintenance (as described in §1.02 (B)(8)):***

<b>SITE</b>	<b>PER VISIT UNIT PRICE</b>	<b>ESTIMATED UNITS</b>	<b>ESTIMATED ANNUAL TOTAL COST</b>
1: George W. Markle Tank and Windom Pump Station	\$683.46	20	\$13,669.25
2: Hamburg Booster Station	\$150.66	20	\$3,013.28
3: Lakeview Booster Station	\$190.38	20	\$3,807.69
4: Sturgeon Point Water Treatment Plant	\$1,828.51	20	\$36,570.21
5: John Horner Pumping Station	\$179.42	20	\$3,588.49
6: George O. Guenther Pumping Station	\$391.73	20	\$7,834.57
7: Chestnut Ridge Tank	\$202.71	20	\$4,054.20
8: East Aurora Station	\$226.96	20	\$4,539.13
9: Leydecker Road Station	\$139.49	20	\$2,629.74
10: Broadway Pump Station and Tank	\$230.10	20	\$4,602.09
11: Service Center/Stephen L. Vukelic Pumping Station	\$401.31	20	\$8,026.23

12: Sandridge Tank – Alden	\$230.10	20	\$4,602.09
13: Wehrle Drive Tank	\$199.97	20	\$3,999.35
14: Pine Hill Pumping Station	\$330.09	20	\$6,601.77
15: Pleasantview Tank	\$257.50	20	\$5,149.98
16: Depew Pumping Station, Area 1	\$126.56	20	\$2,531.13
16A: Depew Pumping Station, Area 2	\$276.68	9	\$2,531.13
17: Richard F. Ball Pumping Station and Tanks	\$316.40	20	\$6,327.93
18: Jerome D. Van de Water Raw Water Station	\$333.65	20	\$6,673.05
19: Van de Water Filter Plant	\$667.03	20	\$13,340.56
20: Clark Street Pump Station	\$221.61	20	\$4,432.20
21: Jewett-Holmwood Pumping Station	\$188.74	20	\$3,774.82
22: Marilla Pump Station	\$153.41	20	\$3,068.13
23: Harris Hill Pump Station	\$238.32	20	\$4,766.44
24: William Street Pump Station	\$153.41	20	\$3,068.13
25: Gartman Road Pump Station	\$167.10	20	\$3,341.97
26: Eden 1 Pump Station	\$205.68	20	\$4,113.54
27: Eden 2 Pump Station	\$198.60	20	\$3,972.03
28: Marilla Tank	\$232.85	9	\$2,095.62
29: Eden 3 Pump Station and Tank	\$127.38	20	\$2,547.56
30: Eden 4 Tank	\$198.60	20	\$3,972.03
31: North Boston Pump Station	\$124.64	20	\$2,492.71
32: Crestwood Tank	\$126.56	9	\$1,139.01

33: Keller Road Station	\$126.56	20	\$2,531.13
34: Rice Hill Tank	\$150.66	9	\$1,355.98
35: Violet Street Station and Tank	\$150.66	20	\$3,013.28
36: Long Street Tank	\$123.27	20	\$2,465.39
37: Janice Street Tank	\$123.27	20	\$2,465.39
38: Ward Road Tank	\$198.20	9	\$1,783.76
39: Scherff Road Tank	\$231.07	9	\$2,079.59
40: Cole Road Tank	\$195.86	9	\$1,762.73
41: Benning Road Tank	\$195.86	9	\$1,762.73
42: Veterans Park Station and Tank	\$231.07	20	\$4,621.30
43: Colvin Tank	\$231.07	20	\$4,621.30
44: Trevett Road Station	\$131.49	9	\$1,183.38
45: Wohlhueter Tank	\$199.02	9	\$1,791.16
46: East Hill Station	\$173.27	20	\$3,465.33
47: Kulp Road Tank	\$244.90	9	\$2,204.06
48: Jennings Road Station	\$119.44	20	\$2,388.77
49: East Church Street Tank	\$159.84	20	\$3,196.83
50: Trevett Road Tank	\$115.05	9	\$1,035.47
51: Emery Station and Tank	\$143.81	20	\$2,876.25
52: Aurora Station and Tank	\$154.77	20	\$3,095.45
53: Griffin Mills Pump Station	\$150.66	20	\$3,013.28
54: Newstead Tank	\$196.82	20	\$3,936.39

55: Shadagee Road Station	\$145.73	20	\$2,914.67
56: Ellis Road	\$124.64	9	\$1,121.72
57: Castle Hill	\$115.05	9	\$1,035.47

2. ***Rough Mowed Areas (as described in §1.02 (B)(9)):***

SITE	PER VISIT UNIT PRICE	ESTIMATED UNITS	ESTIMATED ANNUAL TOTAL COST
Sturgeon Point Water Treatment Plant	\$760.03	7	\$5,320.23
Van de Water Raw Water Station and Filter Plant	\$762.01	7	\$5,334.05

3. ***Spring and Fall Clean Up (as described in §1.02 (B)(11)):***

Spring Unit Price is \$17,489.82 per season.

Fall Unit Price is \$18,908.05 per season.

4. ***Salting Services (as described in §1.02 (C)):***

SITE	PER VISIT UNIT PRICE
Sturgeon Point Water Treatment Plant	\$372.66
Van de Water Raw Water Station and Treatment Plant	\$372.66

**2.03** The Service Provider agrees to accept payment for landscaping services, including all labor, equipment, and travel time, provided at the direction of the Facilities Manager in excess of the duties provided for under the provisions of this Agreement at an hourly rate of \$44.73.

**2.04** The unit prices set forth in § 2.02 of this Agreement and the hourly rate set forth in § 2.03 of this Agreement includes hourly wages at prevailing wage rates, fringe benefits, equipment costs, an administrative overhead fee (15%), and a preferred source fee (4%). The Authority agrees that the unit prices and hourly rates will be adjusted annually on July 1st 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. The Authority further agrees that such an adjustment may be approved by the Authority's Director of Administration.

(2) The parties agree all other terms and conditions of the Contract shall continue in effect until April 14, 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. 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 March, 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