



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

March 13, 2023

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: NYSID Preferred Source Cleaning - Prevailing Wage Rate Increase 2023

---

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.

On August 18, 2022, the Authority entered the second 1-year optional contract extension with NYSID, and the extension became effective on September 1, 2022. The monthly cost was established at \$8,109.02 total annual cost of \$97,308.24.

The NYS Department of Labor increased the prevailing wage rates for all janitorial and cleaning services from \$13.50/hour to \$14.20/hour on January 1, 2023, and to \$14.50/hour on March 1, 2023. Article 2 of the contract needs to be amended to allow for this prevailing wage increase. All other administrative and preferred source fees within the contract have remained the same.

The financial impact to the Authority is an increase of \$512.89 a month. Since our current agreement expires August 31, 2023, the monthly cost will be for a total of eight months which is a total increase to the contract of \$4,103.12.

The Administration Department is recommending that we accept this increase. Funds are available in the budget to cover this minor prevailing wage increase.

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

**Item Description:**

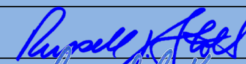





☐ Agreement ☐ Professional Service Contract ☒ Amendment ☐ Change Order  
☐ BCD ☐ NYSDOT Agreement ☐ Contract Documents ☐ Addendum  
☐ Recommendation for Award of Contract ☐ Recommendation to Reject Bids  
☐ Request for Proposals  
☐ Other \_\_\_\_\_

**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		Date: 3/13/2023
<input checked="" type="checkbox"/> Executive Engineer		Date: 03/13/2023
<input checked="" type="checkbox"/> Director of Administration		Date: 03/13/2023
<input checked="" type="checkbox"/> Risk Manager		Date: 03/13/2023
<input checked="" type="checkbox"/> Chief Financial Officer		Date: 03/13/2023
<input checked="" type="checkbox"/> Legal		Date: 3/13/2023

**APPROVED FOR BOARD RESOLUTION:**

☒ Secretary to the Authority  Date: 3/14/23

**Remarks:** \_\_\_\_\_

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

**AMENDMENT NO. 4 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR CLEANING SERVICES**

AMENDMENT, effective March 23, 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; 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; 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**, NYSID has requested an increase in the monthly payment for cleaning services from \$8,109.02 to \$8,621.91, as well as an increase in the hourly rate for cleaning services from \$31.39 to \$33.38, as a result of an increase by the State of New York in the Prevailing Wage Schedule applicable to this Agreement;

**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 \$8,109.02 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 rendered from September 1, 2022 through December 31, 2022. 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 for services rendered from January 1, 2023 through August 31, 2023.

**2.02** Costs for the general cleaning services provided under this Agreement shall be billed an hourly rate of \$31.39 for services rendered from September 1, 2022 through December 31, 2022. Costs for the general cleaning services provided under this Agreement shall be billed an hourly rate of \$33.38 for services rendered from January 1, 2023 through August 31, 2023.

**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.

(2) The remaining terms and conditions of the Agreement shall continue in effect until August 31, 2023;

(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. 4 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 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