



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

July 8, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Leonard F. Kowalski, Executive Engineer *LFK*

Subject: Heating, Ventilating, and Air Conditioning Service  
And Preventative Maintenance Work  
Within the ECWA's Facilities  
For a Two Year Period from July 1, 2017 through June 30, 2019  
ECWA Project No. 201700097

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Attached is Amendment No. 2, a request to extend the expiration date of the contract.

A new contract was advertised on Monday, June 1, 2020; bids were opened on Tuesday, June 23, 2020. The Engineering Department and Legal Department are both requesting that the current contract be extended in order to allow a new contract to be awarded and executed. The Contractor has agreed to provide such emergency services, as a stop-gap measure pending the approval of a new HVAC contract. The need for these services is critical during the summer in order to address HVAC emergencies in a timely manner.

This is a unit price contract; the same prices will be utilized until the end of the contract 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.

LFK:jmf  
Attachments  
cc: R.Stoll  
M.Wymer  
C.Johnson  
ECWA-379-1701-I-186

**AMENDMENT NO. 2**  
**HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)**  
**SERVICE AND PREVENTIVE MAINTENANCE WORK**

AMENDMENT NO. 2, effective July 16, 2020 (the “Amendment”), to the Heating, Ventilating, and Air Conditioning Service and Preventive Maintenance Work with the Erie County Water Authority’s Facilities (Contract No. 17-10-07), entered on the 13<sup>th</sup> day of July 2017, by and between

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

hereinafter referred to as the “Authority,” and

**MOLLENBERG-BETZ, INC.**  
300 Scott Street  
Buffalo, New York 14204

hereinafter referred to as the “Contractor.”

**WHEREAS**, on July 13, 2017, the Authority and the Contractor executed a two-year, HVAC service and preventive maintenance agreement (Contract No. 17-10-07)(hereinafter “the Contract”); and

**WHEREAS**, on March 7, 2019, the Authority and Contractor agreed to a one-year extension of the Contract; and

**WHEREAS**, on June 23, 2020, the Authority conducted a bid opening to review proposals for a new two-year, HVAC service and preventive maintenance agreement; and

**WHEREAS**, the bid proposals opened on June 23, 2020 are under review by the Engineering and Legal Departments; and

**WHEREAS**, the Authority may need emergency HVAC services pending the award of the new HVAC contract; and

**WHEREAS**, the Contractor has agreed to provide such emergency services, as a stop-gap measure pending the approval of a new HVAC contract, upon the terms and conditions set forth in this Amendment;

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

(1) Section 00500, paragraph 11.00, subparagraph A of the Contract shall be amended to add the following sentence at the end of the subparagraph: “Upon the mutual consent of the parties, the CONTRACTOR may continue to provide emergency HVAC services to the Authority pending the approval of bids and the awarding of a new HVAC service and preventive maintenance agreement.”

(2) Labor will be billed at an hourly rate that includes the cost for providing labor, service vehicles, and tools to be used on a scheduled or emergency service call for repairs and installations, at the service rate set forth in Item 1, of paragraph 5.01 of section 00410 of the Contract.

(3) The Authority agrees to reimburse the Contractor for all material and supplies, subject to the pre-approval of the Authority’s Chief Operating Officer and Chief Financial Officer prior to repair or installation, for any materials and supplies exceeding \$ 10,000.00.

(4) The parties agree other terms and conditions of the Contract shall remain in effect provided such terms and conditions relate to emergency services.

(5) 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; and

(6) The parties agree to accept electronic signature pages, signed in conformity with the Governor’s Executive Order No. 202.8, allowing any notarial action to be performed utilizing audio-video technology.

(7) The parties agree the Contract, subject to this Amendment, will terminate upon the award of a contract for Project No. 202000098.

**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

**MOLLENBERG-BETZ, INC.**

By \_\_\_\_\_  
H. Van Mollenberg, President

**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 H. Van Mollenberg, President, to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York, that he is the President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

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