



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

August 25, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Michael W. Wymer, Senior Production Engineer  
Scott A. Aiple, Electrical Engineer *SAA*

Subject: Contract TOSH-004

Preventive Maintenance Services for Five Toshiba Variable Frequency Drives  
ECWA Project No. 202100006

---

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. 1 request for Board action and execution by the Authority.

The Authority owns and operates five Toshiba variable frequency drives contained at Van de Water WTP. This equipment is critical to the operation of the Authority's distribution system. Toshiba International Corporation (Toshiba) provides on-site labor to perform preventative maintenance checks on the equipment. The preventative maintenance checks consist of inspection, cleaning, component testing/evaluation, cleaning/re-tightening of electrical connections, calibration, and tuning of each drive. As a result of a preventive maintenance check, Toshiba recommended replacement of various drive components which are at the end of their useful life. Amendment No. 1 to the Preventive Maintenance Service Agreement for Toshiba Variable Frequency Drives (Contract TOSH-004) will allow Toshiba to replace those components during the next preventive maintenance check.

The necessary components have already been purchased by the Authority (PO SAA22-0006 and SAA22-0025). Toshiba will invoice Authority for the hours of labor upon completion of the field visit according to Toshiba labor rates, which are attached to Amendment No. 1. The not to exceed amount is \$37,500.

**Budget Information:**

- Unit 1015, Operation & Maintenance Item 19 – Payments to Contractors - Others

MWW:SAA:jmf

Attachments

cc: R.Stoll

L.Kowalski

D.Patton

CONT-TOSH-004-2101-X-01

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

**Contract:** TOSH-004

**Project No.:** 202100006

**Project Description:** Preventive Maintenance Services for Five Toshiba Variable Frequency Drives

**Item Description:**

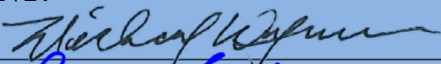






- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input type="checkbox"/> Professional Service Contract | <input checked="" type="checkbox"/> Amendment | <input type="checkbox"/> 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 checked="" 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 checked="" type="checkbox"/> Sr. Production Engineer    |  | Date: 9/2/2022   |
| <input checked="" type="checkbox"/> Chief Operating Officer    |   | Date: 9/2/2022   |
| <input checked="" type="checkbox"/> Executive Engineer         |   | Date: 09/02/2022 |
| <input checked="" type="checkbox"/> Director of Administration |   | Date: 09/02/2022 |
| <input checked="" type="checkbox"/> Risk Manager               |  | Date: 09/02/2022 |
| <input checked="" type="checkbox"/> Chief Financial Officer    |   | Date: 09/02/2022 |
| <input checked="" type="checkbox"/> Legal                      |   | Date: 9/2/2022   |

**APPROVED FOR BOARD RESOLUTION:**

- |  |   |              |
|--|---|--------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 9/2/22 |
|--|---|--------------|

**Remarks:** Amendment No. 1

**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_

**AMENDMENT NO. 1 TO THE PREVENTATIVE MAINTENANCE  
SERVICE AGREEMENT FOR TOSHIBA VARIABLE FREQUENCY DRIVES**

AMENDMENT, effective September 15, 2022 (“Amendment No. 1”), to the Preventative Maintenance Agreement, effective on September 2, 2021, by and between

**ERIE COUNTY WATER AUTHORITY**

295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

**TOSHIBA INTERNATIONAL CORPORATION**

13131 West Little York Road  
Houston, Texas 77041

hereinafter referred to as the “Toshiba.”

**WHEREAS**, on September 2, 2021, the Authority entered into a preventative maintenance service agreement with Toshiba for services on the Authority’s five (5) Toshiba variable frequency drives (the “Agreement”); and

**WHEREAS**, following a preventative maintenance service visit, Toshiba recommended replacement of various components of the Authority’s Toshiba variable frequency drives; and

**WHEREAS**, based on the recommendation of the Authority’s Chief Operating Officer and Executive Engineer, the Authority seeks to amend the Agreement to include replacement of these components by Toshiba at its next preventative maintenance field visit to the Authority’s Van de Water Water Treatment Plant; and

**WHEREAS**, in accordance with Article 5, § 5.02 of the Agreement, any modification or variation from the terms of the Agreement, must be in writing, authorized by a resolution of the Board of Commissioners of the Authority (the “Board”), and signed by all parties to be effective;

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

- (1) The parties agree to amend Article 1 of the Agreement by including a new § 1.03 stating:

**1.03** Toshiba has submitted to the Authority a Field Service Estimate setting forth proposed terms and conditions for the replacement of various components of the Authority's Toshiba VFDs. A copy of the Field Service Estimate is attached and incorporated into this Agreement as Appendix D.; and

The original § 1.03 is hereby renumbered as § 1.04.

(2) The parties agree to amend Article 2 of the Agreement by including a new § 2.03 stating:

**2.3** The Authority purchased certain VFD components under Authority Purchase Orders SAA22-0006 and SAA22-0025. Toshiba agrees to install the following pre-purchased VFD components at a field service visit to be scheduled with the Authority's Executive Engineer or the Authority's Electrical Engineer in the Fall of 2022:

- A. W7 capacitors;
- B. W7 fans;
- C. (2) MS1 contactors; and
- D. (2) MV contactors.; and

(3) The parties agree to amend Article 3 of the Agreement by including a new § 3.07 stating:

**3.07** Toshiba agrees to invoice the Authority for the labor and expenses associated with the replacement of the VFD components upon completion of the field visit. Toshiba agrees to invoice the Authority for the actual number of hours spent at the labor rates set forth on the Field Service Estimate attached as Appendix D ("Field Service Estimate") in a total amount not to exceed \$37,500 and pursuant to §§ 3.03 through 3.06 of the Agreement and the Field Service Estimate; and

(4) The parties agree that the Appendix D attached hereto shall be incorporated into the Agreement as Appendix D thereto.

(5) The parties agree all other terms and conditions of the Agreement shall remain without change or amendment; and

(6) 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. 1 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

**TOSHIBA INTERNATIONAL CORP.**

By \_\_\_\_\_

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

On the \_\_\_\_ day of September, in the year 2022, 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 TEXAS         )**  
**COUNTY OF               ) ss:**

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the Corporation 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 D**

**FIELD SERVICE ESTIMATE**

## Field Service Estimate

PREPARED BY: Kayode Olaiya  
Field Service

MOTORS AND DRIVES DIVISION  
13131 WEST LITTLE YORK ROAD, HOUSTON, TX 77041  
PHONE: (713) 466-0277 (800) 231-1412  
FACSIMILE: (713) 466-8773

Estimate Prepared for:	Erie County Water Authority
Attention:	Scott Aiple Saiple@ecwa.org
Project Name:	Van de Water Treatment Plant
Addendum	Added breakdown
Location	3750 River Road. Tonawanda, NY 14150
Estimate Date	6/2/2022
Estimate Number	3256_Rev1

Project Specification Reference	
Project Drawings	131834, 131734

We thank you for the opportunity extended to provide an offer for the above project. TOSHIBA International Corporation is one of the world's leading manufacturers of adjustable speed drives, motors and integrated automation systems. If you have any questions / or need modifications to this estimate or any of the equipment listed, please feel free to contact us.

We look forward to working with you and welcome your phone call to discuss our offering.

Item	Description	Unit Price	QTY	Line Price
SR	37PM-SVC-HR	\$32,000 USD	1	\$32,000 USD
	<p><b>Work Scope</b></p> <ul style="list-style-type: none"> <li>• Replacement of W7 capacitors</li> <li>• Replacement of W7 fans</li> <li>• Replacement of (2) MS1 contactors</li> <li>• Replacement of (2) MV contactors</li> </ul> <p><b>*Upstream power source must be isolated before we can perform the PM</b></p> <p>VFD Information            Project – 131734            Typeform – M3A44100SAE-1            S/N – 060303186            S/N - 060301332            Project –131831            Typeform – W7440KAADW-1            S/N - 060205836            S/N - 060205834            S/N - 060205835</p> <p><b>This estimate includes field labor hours and expenses to complete the above scope on the listed drive(s). Based on up to (5) 8 - 10 hour work day(s) by (2) Field Service Engineer(s) . The estimated price is based on the assumption that the work will be done as part of a PM trip so does not include travel hours and expenses. This is only an estimate, actual labor hours will be billed according to the published Toshiba rate sheet, meals will be billed at \$90/day, and living expenses at cost plus 10%. This does not include holiday work or any parts shipping costs which are CPT (Prepaid and Add).</b></p>			
TOTAL				\$32,000 USD



<b>Cancellation Schedule</b>	Cancellation charge is limited to all material, labor, expenses incurred at time of cancellation and a \$500 USD processing fee.

	<b>Hourly Rate</b>	<b>Hours</b>	<b>Est. # of Days</b>	<b>Total</b>
Regular	\$ 200.00	16	3	\$ 9,600.00
After hours/plus	\$ 295.00	4	3	\$ 3,540.00
Saturday - first 8hrs	\$ 295.00	16	1	\$ 4,720.00
Sunday / premium	\$ 375.00	24	1	\$ 9,000.00
Expenses				\$ 3,140.00
<b>Total</b>				<b>\$ 32,000.00</b>

## Terms and Conditions

- TIC Standard Terms and Conditions of Field Services and the terms in this Request for On-Site Field Services, as supplemented by TOSHcare® Protection Plan Terms and Conditions only if purchased for specific products or components, shall apply and shall take precedence over any other terms and conditions referenced or included in any purchase order. However, if the parties have reached agreed terms in writing such as a Master Agreement or Field Service Agreement, those terms shall take precedence over all other terms except the TOSHcare® Protection Plan Terms and Conditions, where applicable. TIC Standard Terms and Conditions of Field Services are available at [https://www.toshiba.com/tic/cms\\_files/Field\\_Services\\_Terms\\_and\\_Conditions.pdf](https://www.toshiba.com/tic/cms_files/Field_Services_Terms_and_Conditions.pdf). TOSHcare® Protection Plan Terms and Conditions are available at [https://www.toshiba.com/tic/datafiles/TOSHCARE\\_Protection\\_Plans\\_Terms\\_and\\_Conditions.pdf](https://www.toshiba.com/tic/datafiles/TOSHCARE_Protection_Plans_Terms_and_Conditions.pdf)
- Payment Terms Net 30 Days. IMPORTANT: ALL ORDERS SUBJECT TO CREDIT APPROVAL AND ACCEPTANCE BY TIC.
- \*Standby Time will be billed at the appropriate rate on the specific day of the week in which it occurs. A minimum of 8 hours will be billed for standby days. Standby time is defined to include all of the following: (1) an individual is requested to remain on site when their ability to provide direct support activities is being impeded by others; (2) access to areas of the equipment and/or machine, are not made available for checkout/troubleshooting by the service personnel; or (3) an individual is requested to remain at the customer's facility or close by on an "on-call" basis to provide support onsite, if requested.

- Minimum billing per service request will be eight (8) hours at the rate for the specific day requested unless otherwise agreed to in writing. A minimum of twelve (12) hours will be charged at the appropriate rate for offshore work
- These rates are subject to change without notice.
- Any applicable site procedures should be included in the request or sent in a follow up email. Critical policies or procedures should be presented to TIC prior to dispatch to avoid delay in work commencement. TIC cannot be expected to comply with site or company policies not provided to TIC in advance.