



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

October 11, 2024

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Contract ROB-009 (Original Contract)
Preventive Maintenance Checks for 11 Siemens (Robicon) Drives
At Sturgeon Point Water Treatment Plant (7)
Van de Water Raw Water Pumping Station (2)
Richard F. Ball Pumping Station (2)
ECWA Project No. 202200138

Contract ROB-009, Amendment No. 1
Preventive Maintenance Checks for 5 Siemens (Robicon) Drives
At Sturgeon Point Water Treatment Plant (3)
Richard F. Ball Pumping Station (2)
ECWA Project No. 202200138

The following material is attached:

- Authorization Form indicating the requested Board action and approvals needed.
- Preventative Maintenance Service Agreement for Siemens Variable Frequency Drives Amendment No. 1.

The existing Preventative Maintenance Service Agreement for the 11 Siemens (previously: Robicon) drives at three separate sites, as listed above, is a two-year agreement with the effective date of October 20, 2022. The preventative maintenance of the drives is critical to the operation of the Authority's distribution system. The existing agreement covered a two-year period, with four site visits at a cost of \$34,378 per visit, for a total of \$137,512.

Amendment No. 1 will extend the original Agreement for three additional years of preventative maintenance service at the rate of \$38,660.00 per visit, for a total of \$231,960. The amendment includes 6 site visits and will cover two VFDs at Richard F. Ball Pumping Station and three VFDs at Sturgeon Point Water Treatment Plant. Several VFDs have been replaced, which is the reason the number decreased from eleven to five.

Siemens will provide on-site labor to perform preventative maintenance checks on the equipment. The preventative maintenance checks consist of inspection, cleaning, component testing and evaluation, cleaning/re-tightening of electrical connections, calibration, and tuning of each drive.

Budget Information:

Funds are available for the project in the 2025 O&M Budget as follows:

- Unit: 1020, Control Operations; O&M Item 26, Equipment Maintenance Contract
- Unit: 1010, Sturgeon Point; O&M Item 26, Equipment Maintenance Contract

LFK:jmf

Attachments

cc: C.Eaton

M.Wymer

S.Aiple

L.Lester

CONT-ROB-009-2201-X-01

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

Contract: ROB-009 **Project No.:** 202200138
Project Description: Preventative Maintenance Checks for 5 Siemens (Robicon) Drives at Sturgeon Point WTP (3), and Ball PS (2)

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 checked="" type="checkbox"/> Sr. Production Engineer	<u><i>Leonard F. Konaleski</i></u> For MWW	Date: <u>10/11/2024</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u><i>[Signature]</i></u>	Date: <u>10/11/2024</u>
<input checked="" type="checkbox"/> Executive Engineer	<u><i>Leonard F. Konaleski</i></u>	Date: <u>10/11/2024</u>
<input checked="" type="checkbox"/> Director of Administration	<u><i>Rayanya Justice</i></u>	Date: <u>10/11/2024</u>
<input checked="" type="checkbox"/> Risk Manager	<u><i>Molly Jo Masarra</i></u>	Date: <u>10/14/2024</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u><i>[Signature]</i></u>	Date: <u>10/11/2024</u>
<input checked="" type="checkbox"/> Legal	<u><i>Mark Carney</i></u>	Date: <u>10/11/2024</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u><i>[Signature]</i></u>	Date: <u>10/14/2024</u>
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Remarks: Preventative Maintenance Service Agreement for Siemens Variable Frequency Drives Amendment #1

Resolution Date: _____ **Item No:** _____

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

AMENDMENT, effective October 17, 2024, to the Preventative Maintenance Service Agreement, effective October 20, 2022, by and between:

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

hereinafter referred to as the “Authority,” and

INNOMOTICS, LLC
100 Technology Drive
Alpharetta, Georgia 30005

hereinafter referred to as “Innomotics.”

WHEREAS, on February 4, 2021, the Authority awarded Siemens Large Drives, LLC the Preventative Maintenance Service Agreement (the “Contract”) for a two-year term, beginning October 20, 2022; and

WHEREAS, on October 1, 2022, Innomotics, LLC became the successor to Siemens Large Drives, LLC (“Siemens”), and ownership of Siemens’ assets including the Contract transferred to Innomotics; and

WHEREAS, the Contract provides for services to be provided to the Authority, as described in the Contract, from October 20, 2022 through October 19, 2024; and

WHEREAS, in accordance with Article 8, Paragraph 8.01 of the Contract, the Contract may be extended by the mutual consent of the parties; and

WHEREAS, in accordance with Article 4 Paragraph 4.02 of the Contract, any modification or variation from the terms of the Contract must be in writing, authorized by a resolution of the Board of Commissioners of the Authority (the “Board”) and signed by all parties; and

WHEREAS, the Innomotics has agreed to extend the Contract until October 19, 2027, and has requested the Authority agree to a fixed price preventative maintenance service of \$38,660; and

WHEREAS, the Authority’s Executive Engineer and Senior Production Engineer have reviewed the preventative maintenance service price and find it to be reasonable and recommend the Authority accept such price;

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

- (1) The terms and conditions of the Contract shall continue in effect until October 19, 2027;
and
- (2) The parties agree that all references to “Siemens” in the Contract shall mean “Innomotics;” and
- (3) The parties agree that Article 1, Section 1.01 of the Contract shall be deleted in its entirety and replaced with the following:

1.01 Innomotics has agreed to service and provide prevention maintenance on the following five (5) Variable Frequency Drives (collectively, “VFDs”) as set forth below:

- A. Two (2) 1000hp SINAMICS PERFECT HARMONY GH180 Air-Cooled VFDs located at the Authority’s Ball Pump Station.
- B. Three (3) 2000hp SINAMICS PERFECT HARMONY GH180 Air-Cooled VFDs located at the Authority’s Sturgeon Point Treatment Plant.

- (4) The parties agree that Article 2, Section 2.01 of the Contract shall be deleted in its entirety and replaced with the following:

2.01 The Authority accepts and agrees to the terms and conditions set forth by Innomotics in its Service Proposal, subject to the following modifications and amendments to that Service Proposal:

- A. The Authority and Innomotics agree that Innomotics will provide Three-Year Fixed Price Preventative Maintenance Service as follows:
 - Innomotics will provide the Authority with Preventive Maintenance (PM) services for a three-year period.
 - Innomotics will send a Field Service Representative (FSR) to service 5 VFDs, twice a year, for a total of six (6) field visits during the three-year service period.
 - The FSR will complete the work for each field visit within a two-week period.
 - A field visit will consist of up to five (5) 10-hour days on-site and up to two (2) 8-hour days standby.

- Innomotics and its FSR will be given access to the Authority's facilities between the hours of 7:00 am and 7:00 pm on each service day.
- The FSR will determine the days, within the two-week window, to be used as service days. If requested, the FSR may be given access to the Authority's facilities on the weekend.
- The Authority agrees to allow 4-8 weeks notice for FSR availability.
- Innomotics agrees the fixed price of \$38,660.00, for each field visit, will include labor charges and expenses including, but not limited to, meals, travel and lodging for its FSR.

(5) The parties agree all other terms and conditions of the Contract shall remain unchanged and in effect; 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.

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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

INNOMOTICS, LLC

By _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ___ day of October, 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 the 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 he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

Notary Public

STATE OF)
COUNTY OF) ss:

On the ___ day of _____, in the year 2024, before me personally came _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed within the instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of the company described in the above instrument, that by his/her signature he/she executed the instrument, and that he/she made such appearance before the undersigned in _____, _____.

Notary Public