### ERIE COUNTY WATER AUTHORITY



### INTEROFFICE MEMORANDUM

December 9, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Michael W. Wymer, PE, Senior Production Engineer Mww

Scott A. Aiple, Electrical Engineer 5

Subject: Contract ROB-010

Upgrade of Existing 5 Medium Voltage VFD's (Siemens/Robicon Drives): At Sturgeon Point Water Treatment Plant (3) and Ball Pump Station (2)

ECWA Project No. 202400003

### The following material is attached:

• Authorization Form indicating the requested Board action and approvals needed.

- Professional Service Agreement for Siemens Variable Frequency Drives for the above referenced project (3 copies) with Innomotics, LLC (formerly: Siemens Industry, Inc.), for execution by Chairman.
- Single Source list including Innomotics, LLC is a Single Source for the above-described equipment.

The Authority owns and operates five (5) Siemens/Robicon medium voltage drives contained at two separate sites, as listed above. These sites are critical to the operation of the Authority's distribution system. The drives are used to adjust the speeds of the pumps to modify flows and pressures within the distribution system. The automation of the SCADA system is highly dependent on the use of drives, and this contract will be used to ensure that the drives are maintained to the Manufacturer's latest technology. Drives are specialized equipment, and it is critical to perform periodic upgrades in accordance with the manufacturer's recommendations to ensure the drives continue to function properly.

Innomotics will provide engineering services, material, and on-site labor to perform required upgrades on the equipment. The modifications at both locations will consist of the upgrade of the drive control system from NXGII to NXG PRO+, and the re-manufacture of all drive cells (15 per VFD at Sturgeon Point and 9 per VFD at Ball Station).

#### **Budget Information:**

Funds are available for the project in the 2025 Capital Budget as follows: 1025 107300 101748.

MWW:SAA:jmf
Attachments
cc: L.Kowalski
L.Lester
CONT-ROB-010-2401-X-01

### PROPOSED STANDARDIZED SINGLE SOURCE VENDORS

VENDOR	PRODUCT	USE
Automatech, Inc. (V3238)	General Electric iFix (SCADA)	Software, maintenance, support, professional services
Ayyeka, Inc. (V4425)	Wavelet Pressure Data Logger	Equipment, software, parts, service, connectivity, cell service, support.
Azteca Systems, Inc. (V3409)	Cityworks-related Services	Software, maintenance, support, professional service
Curtis Power Solutions, LLC (V4303)	MTU Generators	Equipment, parts, service
Eaton Corporation (V5187)	Uninterruptable Power Supply	Equipment, parts, service, support.
Environmental Systems Research Institute, Inc. (ESRI) (V5102)	Geographical Information System (GIS) Software	Software, licensing, maintenance, support.
ESC Environmental (V2474)	Griffco Chemical Feed Equipment (Quills)	Equipment, parts, service
Everett J. Prescott, Inc. (V4121)	American Darling Hydrants, Waterous Valves	Equipment, parts, service, support.
Fluid Kinetics (V0721)	Goulds Pumps	Equipment, parts, and service
Fortra LLC (V3054)	Sequel, Go Anywhere, Training	File transfer tool and query and reporting tool used in IBM iSeries
Gutermann, Inc. (V5597)	Acoustic Leak Detection Loggers	Equipment, parts, service, support
Hach Company (V0934)	Process & Optimization Control System and Water Quality Instrumentation.	Process and optimization controller equipment, buffer solutions, sensors, probes, etc. for water quality instrumentation, maintenance & calibration services
Idexx Distribution, Inc. (V5822)	Colilert Media	Media supplies, associated equipment/consumables
Innomotics, LLC (V4364) f/k/a Siemens Industry, Inc. (V8179)	Variable Frequency Drives	Equipment, parts, service, support
Johnson Controls Fire Protection LP (V4931)	Security System, Camera, Fire Protection	Installation, parts, labor, support services
Kenworth Northeast Group, Inc. (V6205)	Kenworth Class 7 & 8 Vehicles	Equipment, parts, service
Kinsley Group, Inc. (V6190)	Kohler Generators	Equipment, parts, service
Koester Associates, Inc. (V6114)	Watson Marlow, Inc. Chemical Feed Pumps	Equipment, parts, service
Lenovo Global Technology (United States) (V6486)	Lenovo Servers	Licensing & Maintenance at Ellicott Square & Service Center
Microsoft Corporation (V6966)	Microsoft Azure Cloud Hosted Services	Services for Cityworks, ADFS and GIS
Milton Cat (V4908)	Caterpillar Generators	Parts, service
Moley Magnetics, Inc. (V2794)	Mechanical Seals	Parts, service
Motion AI(V1102)	Schneider electric – Modicon PLCs	Equipment, parts, service, support
Neptune Technology Group, Inc. (V1403)	Water Meters	Equipment, repair parts
Pertech a.k.a. – KNW Sales (V1610)	Hydro Industries Chlorination Equipment: Halogen Valve Systems	Equipment, parts, service
Regional International of WNY, Inc. (V7133)	International Class 7 Heavy Duty Vehicles	Parts, service
RITEC Enterprises (V5055)	ATI Chlorine Residual & pH Analyzers, GE MDS Radios, Signal Fire,Pressure Monitors/Logger	Equipment, parts, service
Rosemount, Inc. (V5042)	Instrumentation Devices	Equipment, repairs, service
Ross Valve Manufacturing Co., Inc. (V1671)	Control & Pressure Valves	Repair kits & replacement parts, service
Siewert Equipment (V1858)	Flowserve Pumps; Henry Pratt Valves, Grundfos Pumps, Limitorque Valve Operators	Equipment, parts, service
Schweitzer Engineering Laboratories, Inc.	Electrical Protective Devices	Equipment, parts, service, support
Securitas Technology Corporation (V0287)	Door Access & Security Systems	Equipment, parts, service, support
SEL Engineering Services, Inc. (V	Electrical Engineering Services for Real Time Automation Controller Upgrade	Consulting services, support
T. Mina Supply, Inc. (V6767)	A.P. Smith Hydrants & Repair Parts	Equipment, parts, service
Thomson Reuters - West (V2113)	Westlaw Legal Research Service	Consulting services, materials
TI-Sales, Inc. (V8480)	AVK Hydrants	Equipment, repair parts, service
Toshiba International Corp. (V2738)	Variable Frequency Drives – Medium Volt	Equipment, parts, service, support
Trimble, Inc. (V2709)	Telog Transient Pressure Monitors	Equipment, parts, service, support
Watson Marlow, Inc. (V8322)	Peristaltic Chemical Feed Pump	Equipment, software, parts, service, support
Xylem, Inc. (V5554)	Dewatering Pump Rentals & Service	Rental equipment, services
Yokogawa Fluid Imaging Technologies, Inc. (V0781)	FlowCam Instruments	Equipment, parts, service, support

## ERIE COUNTY WATER AUTHORITY AUTHORIZATION FORM

For Approval/Execution of Documents (check which apply)

Contract: ROB-010 Project No.: 2024000 Project Description: Upgrade of Existing 5 Medium Voltage VFD's (R at Sturgeon Point WTP (3) and Ball PS (2).		Orives):
	_	
Item Description:   X Agreement Professional Service Contract Amendment   BCD NYSDOT Agreement Contract Docume   Recommendation for Award of Contract Recommendation   Request for Proposals   Other		Change Order Addendum t Bids
Action Requested:  X Board Authorization to Execute X Legal Approval  Board Authorization to Award X Execution by the Ch  Board Authorization to Advertise for Bids Execution by the Se  Board Authorization to Solicit Request for Proposals  Other		o the Authority
Approvals Needed: APPROVED AS TO CONTENT:		
X Sr. Production Engineer Herhand Popular	Date:	12/9/2024
X Chief Operating Officer	Date:	12/09/2024
X Executive Engineer forged & Bonsleh	Date:	12/9/2024
X Director of Administration / ) ausuga total	Date:	12/09/2024
X Risk Manager Molly of Musura	Date:	12/9/2024
X Chief Financial Officer processing	Date:	12/09/2024
X Legal Mark Carney	Date:	12/09/2024
APPROVED FOR BOARD RESOLUTION:		
X Secretary to the Authority	Date:	12-9-2024
Remarks: Preferred Source.		
Resolution Date: Item No:		

### Addendum 1 to Terms & Conditions Between the ERIE COUNTY WATER AUTHORITY ("Buyer") and **INNOMOTICS LLC.** ("Innomotics") Dated: December 19, 2024

Buyer and Innomotics agree that the following terms and conditions serve to modify the terms and conditions of the agreement or purchase order to which this Addendum is attached (the "Agreement") and further that this Addendum is hereby made part of the Agreement. Where the terms and conditions of the Agreement conflict with or differ from this Addendum, this Addendum will control, and notwithstanding anything to the contrary, no reference to or incorporation of any specification or other document shall grant rights to or impose obligations upon either party relative to warranty, indemnity, insurance, damages or payment:

- Indemnification. Innomotics agrees to defend, indemnify and hold harmless Buyer, and its officers, directors, employees and agents, from and against any third party claims for bodily injury, including death, or damage to tangible property, to the extent arising from Innomotics' negligence in the performance of this Agreement. Innomotics reserves the right to control defense and settlement of any such indemnified claim.
- 2. Payment. Except as specifically agreed, Buyer shall pay Innomotics the amounts due within thirty days of the date of a proper Innomotics
- 3. Limited Warranty.
  - 3.1 (a) Labor. All labor provided by Innomotics ("Labor") is warranted to be free from defects in workmanship. (b) Product. Innomotics warrants all materials, products, equipment and parts ("Product") provided by Innomotics is free from defects in material and workmanship. (c) Tools. Any specialized tools, equipment and instruments ("Tools") for which a usage charge or rent is made to Buyer shall be adequate for the work specified in this Agreement. (d) Collectively clauses (a), (b), and (c) are the "Limited Warranties".
  - 3.2 Buyer shall have 12 months from the shipment of Product and Tools, and 90 days from the date of performance of Labor to provide Innomotics with written notice of claim of breach of the Limited Warranties ("Warranty Period").
  - 3.3 The Limited Warranties are conditioned on (a) Buyer storing, installing, operating, using and maintaining the Labor, Product and Tools in compliance with any parameters set forth in the Agreement or Innomotics instructions, (b) no repairs, modifications or alterations being made to the Labor, Product and Tools other than by Innomotics or its authorized representatives, (c) Buyer discontinuing use, to the extent reasonably necessary, of the Labor, Product or Tools after it has or should have had knowledge of a defect, (d) Buyer providing written notice of any warranty claims within the Warranty Period, (e) at Innomotics' discretion, Buyer either removing and shipping the Labor, Product or Tools, or non-conforming part thereof to Innomotics, at Buyer's expense, or Buyer granting Innomotics access to the Labor, Product, or Tools at reasonable times and locations to assess warranty claims, and (f) Buyer not being in default of any obligation to pay Innomotics.
  - 3.4 The Limited Warranties exclude any parts, products, goods, supplies or equipment comprising part of the Products that are not manufactured by Innomotics or not bearing its nameplate ("3rd Party Goods"). To the extent permitted, Innomotics hereby assigns any warranties made to Innomotics for such 3rd Party Goods. Innomotics shall have no liability to Buyer under any legal theory for such 3rd Party Goods or any related assignment of warranties. Also excluded from the Limited Warranties are (a) consumable and expendable items including but not limited to filters, diaphragms, fuses, lamps and Media Goods once such consumables are installed and demonstrate material conformance to this Agreement; (b) damage or defect caused by normal wear and tear, chemical action or abrasive materials; (c) damage or defect caused by negligent or improper operation, misuse, unsuitable replacement parts or supplies, accidental or intentional damage, or improper or unauthorized erection, installation, commissioning, repairs or maintenance, except to the extent performed by Innomotics; and (d) use of non-potable feedwater in equipment requiring potable water. "Media Goods" means powdered or granular activated carbon, ion exchange resin, filters, screens and filtration materials used or intended to be used to filter or trap particles or contaminants in water.
  - 3.5 Buyer's sole and exclusive remedies for breach of the Limited Warranties are limited to Innomotics' choice of repair, re-performance or replacement of the non-conforming part of the Product or Labor, or refund of the purchase price. The warranty on repaired or replaced parts of the Product or Labor is limited to the remainder of the original Warranty Period. Buyer is responsible for any labor or cost required to gain access to the defect, including removal, disassembly, or reinstallation of any equipment, materials or structures necessary to permit Innomotics to assess or perform its warranty obligations, and shipping costs to and from the Innomotics factory or repair facility.
  - 3.6 THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE INNOMOTICS' SOLE AND EXCLUSIVE WARRANTIES, INNOMOTICS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE PRODUCT OR LABOR WITH REQUIREMENTS OF ANY LAW, REGULATION OR SPECIFICATION, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
- 4. Consequential Damages ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL EITHER BUYER OR INNOMOTICS, OR THEIR RESPECTIVE SUPPLIERS, BE LIABLE TO THE OTHER PARTY WHETHER IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE, SAVINGS OR PROFIT, OR FOR INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS

Innomotics LLC 500 Hunt Valley Road New Kensington, PA 15068 OR COST OF A SIMILAR TYPE. EXCEPT FOR BUYER'S OBLIGATION TO PAY THE PURCHASE PRICE, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS CONTRACT SHALL BE SHALL BE LIMITED, AS LIQUIDATED DAMAGES, TO THE GREATER OF \$1,000 OR 10% OF THE COMPENSATION RECEIVED BY INNOMOTICS FROM BUYER UNDER THIS AGREEMENT. THESE LIMITATIONS ARE EFFECTIVE EVEN IF INNOMOTICS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES.

- 5. Insurance Requirements Anything in the contract documents notwithstanding, Innomotics' sole obligation with respect to insurance shall be to provide commercial general liability on an occurrence basis with a limit of \$1,000,000 (\$7,500,000 general aggregate), automobile liability \$2,000,000 combined single limit, and workers compensation/employer Liability \$1,000,000. A certificate of insurance shall be issued to Buyer.
- **6.** Access to Buyer Property Before any Innomotics employee may be given access to any Authority property, the employee must notify the Authority's Security Officer and provide the following information prior to a field visit: (a) government-issued phot identification for all site visitors; (b) a statement indication the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.
- 7. **Amendments** Any modification or variation from the terms of this Addendum must be in writing, authorized by a resolution of the Authority's Board of Commissioners, and signed by all parties to be effective.
- 8. Item 1.0 of the Proposal of Services, Three Year Fixed Price Preventative Maintenance shall be performed pursuant to the terms of the Agreement between the parties dated October 20, 2022, as amended on October 17, 20224 (Authority Project No. 202200138, Contract No. ROB-009), and not pursuant to this Addendum. Where the terms and conditions of the Agreement dated October 20, 2022, as amended October 17, 2024, conflict with or differ from this Addendum, the Agreement dated October 20,2022, as amended October 17, 2024, will control.

**AGREED** this addendum modifies the Proposal for Services between the parties dated October 23, 2024, and is incorporated therein by this reference.

Buyer: ERIE COUNTY WATER AUTHORITY	INNOMOTICS LLC	
By:	By:	
Name: <u>Jerome D. Schad, Chairman</u>	Name:	

Date Issued: 10/23/2024
Valid Until: 1/21/2025
Lead Time: See Scope
Payment Terms: Net 30 days

Shipping Terms: FOB New Kensington

Account: ERIE COUNTY WATER AUTHORITY Address: 3030 UNION ROAD

**BUFFALO New York** 

14227 United States of America

Name: Scott Aiple Email: saiple@ecwa.org Mobile: +1 716 361-6380 Office +1 716-685-8225

Quotation Number: QUO-04083-Z1D7S8 R6

Dear Scott Aiple,

Per your request Innomotics LLC is pleased to provide a proposal for the following solution. The pages in this proposal detail the prices, components and configurations for the service(s) outlined below:

- Three-Year Fixed Price Preventive Maintenance (PM) Service on the following Drives
- Power Cell Remanufacture Services on same VFDs
- NXGII to NXG PRO+ Control Upgrade on up to 3x Harmony VFDs at Sturgeon Point Treatment Plant
- NXGII to NXG PRO+ Control Upgrade on up to 2x Harmony VFDs at Ball Pump Station
  - o Two (2) 1000hp SINAMICS PERFECT HARMONY GH180 Air-Cooled VFDs located at Ball Pump Station
  - Three (3) 2000hp SINAMICS PERFECT HARMONY GH180 Air-Cooled VFDs located at Sturgeon Point Treatment Plant

I wish to thank you for this opportunity to be of service and for your interest and confidence in our abilities. Please feel free to contact Innomotics if you need further assistance by phone or email listed below.

With Best Regards, Jacob Binda

Innomotics LLC

Email: jake.binda@innomotics.com

Phone: 724-212-1018

CC: Vincent Figured, Weiss Industrial Tyler Shott, Innomotics LLC

Tyler Shott, Innomotics LLC David Wong, Innomotics LLC

Innomotics LLC 1 (877) 466-8427

Becky Bash, Innomotics LLC Bobbie Stillions, Innomotics LLC

### **Proposal for Services**

Date:

10/23/2024

Quotation #:

QUO-04083-Z1D7S8 R6

Per your request Innomotics LLC. is pleased to provide a proposal for the following solution.

#### 1.0 STANDARD PRICING

ine	Three-Year Fixed Price Preventive Maintenance		
em	(PM) Service	Qty	Units <del>]]</del> rice
1.	Fixed Price PM Service	6.00	\$38,660.00
	(100)		

Total Price (USD) \$231,960.00

### 1.1 3-Year Fixed Price Preventive Maintenance (PM) Service

- Six Visits over the Three -Year Term
- Up to 5 x 10-hour days On-site and 2 x 8-hour days Standby per Visit
- Service days: Wednesday- Friday & Monday Tuesday
- Standby days: Saturday & Sunday
- Travel days: Tuesday & Wednesday
- Travel Expenses included
- Please allow 4-8 Weeks Notice for FSR Availability

**Scope of Work:** Innomotics shall provide one (1) qualified Field Service Representative (FSR) to perform Preventive Maintenance (PM) service on two (2) 1000hp SINAMICS PERFECT HARMONY GH180 Air-Cooled Drives at Ball Pump Station, three (3) 2000hp SINAMICS PERFECT HARMONY GH180 Air-Cooled at Sturgeon Point Treatment Plant. See Annual Recommended Maintenance for SINAMICS PERFECT HARMONY GH180 Air-Cooled Drives, attached.

### Progress Payment Plan: Invoices will be released upon completion of each PM Visit (\$38,660 per visit)

- Preventative Maintenance for five (5) Medium Voltage drives
   (3 STP & 2 Ball Station) to start Fall 2024
  - Year #1 Visit #1
  - Year #1 Visit #2
  - Year #2 Visit #1
  - Year #2 Visit #2
  - Year #3 Visit #1
  - Year #3 Visit #2

#### 2.0CELL REMANUFACTURE SERVICE 3X 2000HP HM DRIVES

Cell Re	manufacture - Three x 2000hp HM	Drives		
Line	Description	Drive P/N	Price Per Cell	Total Price Per Drive
2	HM,2000HP,4160V,SIZE 4,BYP cell part no. A1A460F60.04B (15 cells per drive) Lead time – 4-5 weeks per 15 cells after receipt of power cells and all material required ** Remanufacture Service **	459323.01 s/n 00139 459323.02 s/n 00149 459323.03 s/n 00141	\$15,638.70	\$234,580.50  Total Value For All VFDs  \$703,741.50
Note: com	ponents for these power cells have	a very long lead time		

2.1 Shipping: \$1,650.00 Estimated Price per Round Trip Incudes Freight to and From NKN Facility

<u>Total Price for provided Cell Crates: \$54,000.00</u> (Price per Crate is \$1,200.00)(logistics driver to support with packing cells into crates, if necessary)

(Subject to change at time of Shipment. These are estimates only per Round Trip and customer will be invoiced actual amounts at time of execution)

#### 2.2 Remanufacture Service

- Innomotics repair technician will perform a complete evaluation of the power cells.
- The following components will be replaced during the remanufacture service:
  - o Capacitors and cap trays to extend the lifecycle of the power cell
  - Control board will be replaced with the current version with standoffs
  - Wire harness
  - Thermistor
  - o Power clips
  - Thermal insulation as needed
  - IGBTs and clamp boards
  - Rectifiers
  - Resistor
- The power cells will be cleaned, and bolt checked.
- The power cells will be tested and inspected as per Innomotics ISO9001 specifications.
  - Preliminary Test
  - Functional Test
  - Unloaded Test
  - Loaded Test
  - Out of Saturation Test
- This service will provide a two-year complete power cell warranty

Re-Manufacture and return of fifteen (15) cells (shipping To and From Innomotics facility included in contract)

### 2.3 ADDITIONAL WORK

Any additional scope of work required discovered during inspection or the repair itself, including replacement parts and labor, affecting the repairs necessary for proper operation of your equipment that are not specifically included in this Innomotics proposal are considered additional and may result in project schedule delays and additional project costs. In this event, the matter will be brought to your attention, and we will continue with the required repair upon your written authorization and receipt of your revised PO.

#### 3.0 REMANUFACTURE - 2X GEN4 VFDS

	Cell Refurbishment / Remanufacture – 2X Gen4 VFDs					
Line	Description	Original SO#	Drive P/N	Price Per Cell	Total Price Per Drive	
3	GEN4,1000HP,4160V,4160V,SZ140 Cell Part no. A1A10000424.140 (qty 17 cells) ** Remanufacture Service **	HR9217455	A1A31001009.00 s/n 11634 A1A31001009.01 s/n 11635	\$7,834.00	\$133,178.00	

3.1 Shipping: \$875.00 Estimated Price per One Way Trip Incudes Freight From NKN Facility (logistics driver to support with packing cells into crates, if necessary)

(Subject to change at time of Shipment. These are estimates only per One Way Trip and customer will be invoiced actual amounts at time of execution)

#### 3.2 Remanufacture Description

- Innomotics repair technician will perform a complete evaluation of the power cells.
- The following components will be replaced during the remanufacture service:
  - Capacitors and cap trays to extend the lifecycle of the power cell
  - Control board will be replaced with the current version with standoffs
  - Wire harness
  - Thermistor
  - Power clips
  - Thermal insulation as needed
  - IGBTs and clamp boards
  - Rectifiers
  - Resistor
- The power cells will be cleaned, and bolt checked.
  - The power cells will be tested and inspected as per Innomotics ISO9001 specifications.
    - o Preliminary Test
    - Functional Test
    - Unloaded Test
    - Loaded Test
    - Out of Saturation Test
- This service will provide a two-year complete power cell warranty

Re-Manufacture and return of ten (10) cells | nine (9) cells installed plus (one) 1 spare cell.

#### 3.3 ADDITIONAL WORK

Any additional scope of work required discovered during inspection or the repair itself, including replacement parts and labor, affecting the repairs necessary for proper operation of your equipment that are not specifically included in this Innomotics proposal are considered additional and may result in project schedule delays and additional project costs. In this event, the matter will be brought to your attention, and we will continue with the required repair upon your written authorization and receipt of your revised PO.

### 4.0 NXGII TO NXG PRO+ Control Upgrade - Sturgeon Point Station

Line Item	NXGII to NXG PRO+ Control Upgrade – Sturgeon Point	Total Price One VFD	Total Price Three VFDs
4	T&M Upgrade Service	\$17,655.00	\$52,965.00
5	Required Parts	\$41,885.00	\$97,265.00

NXGII to NXG PRO+ Control Upgrade		
Total Price (USD) per VFD	\$59,540.00	\$150,230.00* (\$50,076.67.00/VFD)**
		,

<sup>\*</sup> Pricing reflects reduced engineering work on 2<sup>nd</sup> and 3<sup>rd</sup> VFDs

#### 4.1 T&M NXG PRO+ Control Upgrade Service

One Overnight Siemens FSR per VFD Onsite: Up to 3 x 10 Hour Days per VFD Travel: Up to 2x 10 Hour Days per VFD

Travel Start: Monday Onsite Start: Tuesday Onsite End: Thursday Travel End: Friday Overtime Rates Included

Overnight Per Diem Expenses Included

### 4.2 Required Parts - One VFD

NXG2 to NXGPro+ 15/18 Cell Std Kit

PCA, ADAPTER\_NXGPro+\_to\_MLKP\_CABLE

POWER\_SPLY\_DNR18\_264V\_15V\_1.2A\_YES

POWER\_SPLY\_DNR120\_264V\_24v\_5A\_YES

LOAD NXGPROPLUS POWER SUPPLY

TERMINAL\_FEED-THROUGH\_3P\_0.08-6mm2\_GY

RESISTOR, HALL EFF BURD, 17.68oh

Circuit Breaker 1 pole\_24V\_1A

SHIELDED RIBBON CABLE ASY,144"

USER IO BOARD KIT,120VAC,FEMALE CONN.

RAIL,DIN 35MM SY4S05(39""LGTH)

NUT, KEPS 6-32 SS

Nut-HEX M6-SSt

Conical Spring Washer\_M6\_A2\_passivate

Fender Washer M6\_A4-SS-passivate

 ${\sf DEV\_OTHER\_Anybus\_M40\_Common\_Ethernet\_Co}$ 

 ${\sf DEV\_OTHER\_Anybus\_M30\_Modbus\text{-}RTU}$ 

Engineering / Drafting Hours Included Customer

Service Advocate Hours Included

All parts to be delivered to Sturgeon Point Station

<sup>\*\*</sup> Pricing only applies with purchase of 3 Unit Option

#### 5.0 NXGII to NXG PRO+ Control Upgrade - Ball Pump Station

Line	NXGII to NXG PRO+ Control Upgrade Ball Pump Station	Price for One VFD	Price for Two VFDs
6	T&M Upgrade Service Required Parts	\$17,655.00 \$41,715.00	\$35,310.00 \$72,085.00
	I to NXG PRO+ Control Upgrade Price (USD) per VFD	\$59,370.00	\$107,395.00* (\$53,697.50/VFD)**

<sup>\*</sup> Pricing reflects reduced engineering work on 2<sup>nd</sup> VFD

#### 5.1 T&M NXG PRO+ Upgrade Service

One Overnight Siemens FSR / One Visit per VFD

Onsite: Up to 3 x 10 Hour Days per VFD Travel: Up to 2x 10 Hour Days per VFD

Travel Start: Monday
Onsite Start: Tuesday
Onsite End: Thursday
Travel End: Friday
Overtime Rates Included

Overnight Per Diem Expenses Included

#### 5.2 NXGII to NXG PRO+ Required Parts - One VFD

NXG2 to NXGPro+ 9/12 Cell Std Kit

 ${\sf PCA, ADAPTER\_NXGPro+\_to\_MLKP\_CABLE}$ 

POWER\_SPLY\_DNR18\_264V\_15V\_1.2A\_YES

POWER\_SPLY\_DNR120\_264V\_24v\_5A\_YES

LOAD NXGPROPLUS POWER SUPPLY

TERMINAL\_FEED-THROUGH\_3P\_0.08-6mm2\_GY

RESISTOR, HALL EFF BURD, 17.68oh

Circuit Breaker 1 pole\_24V\_1A

SHIELDED RIBBON CABLE ASY,144"

USER IO BOARD KIT,120VAC,FEMALE CONN. RAIL,DIN

35MM SY4S05(39""LGTH)

NUT,KEPS 6-32 SS

Nut-HEX M6-SSt

Conical Spring Washer\_M6\_A2\_passivate

Fender Washer M6\_A4-SS-passivate

DEV\_OTHER\_Anybus\_M40\_EtherNet

MULTI LANGUAGE KEYPAD ASSEMBLY ENGLISH

 ${\sf DEV\_OTHER\_Anybus\_M40\_Common\_Ethernet\_Co}$ 

DEV\_OTHER\_Anybus\_M30\_Modbus-RTU

Engineering / Drafting Hours Included

Customer Service Advocate Hours Included

All parts to be delivered to Sturgeon Point Station

<sup>\*\*</sup> Pricing only applies with purchase of 2 Unit Option

#### **NXG PRO+ Control Upgrade:**

Note 1: Estimated T&M price includes up to 3 hours onsite for NXG PRO+ Control orientation upon completion of the upgrade. This orientation will be provided by Innomotics FSR, before he leaves the site.

Note 2: Upon completion of this upgrade, Innomotics will provide one flash drive containing the following files: Schematic Drawings, Outline Drawings, NXG Control Manual, Tool Suite Manual. Revised SOP is available upon request.

Note 3: Estimated pricing includes VFD Startup after upgrade. However, if startup is not performed during the same visit as the upgrade, additional time and expenses will be added to final invoice.

Note 4: For NXG PRO+ Control Upgrade, Please allow 55-62 Weeks from Purchase Order Acceptance. Lead time to be confirmed upon order acceptance.

Note 5: SIDRIVE IQ is NOT Included per customer request

#### 6.0 SERVICE SITES, EQUIPMENT LISTS, AND CONTACTS

Service Site: **Ball Pump Station**Company: Erie County Water Authority

Address: 1193 Sweethome Rd, Amhurst, New York 14228, USA

**Equipment List** 

Description	Serial #	Part #	Sales Order	Equipment #	Qty
1000hp Gen4 Drive	11634	A1A31001009.00	HR9217455	40521728	1
1000hp Gen4 Drive	11635	A1A31001009.01	HR9217455	40494099	1

Service Site: Sturgeon Point Treatment Plant

Company: Erie County Water Authority

Address: 722 Sturgeon Point Rd, Derby, New York 14047, USA

**Equipment List** 

Description	Serial #	Part #	Sales Order	Equipment #	Qtv
2000hp HM Drive	00139	A1A459323.01	9161239	41717905	1
2000hp HM Drive	00149	A1A459323.02	9161239	41717903	1
2000hp HM Drive	00141	A1A459323.03	9161239	41717904	1

#### **Customer Contacts**

Justonner Jonituots			
Name	Company/Role	Phone/Cell	E-mail
Scott Aiple		+1 (716) 685-8225	saiple@ecwa.org
Kate Gillette		+1 (716) 208-1121	kgillette@ecwa.org

#### **Innomotics Contacts**

Name	Company/Role	Phone/Cell	E-mail
Vincent Figured	Weiss Industrial	+1 (315) 560-6353	vincent.figured@weissindustrial.com
Tyler Shott	Innomotics	+1 (513) 638-8901	tyler.shott@innomotics.com
David Wong	Innomotics	+1 (224) 279-4491	wong.david@innomotics.com
Becky Bash	Innomotics	+1 (724) 212-1144	becky.bash@innomotics.com
Bobbie Stillions	Innomotics	+1 (724) 472-7516	Bobbie.stillions@innomotics.com

#### 7.0 OVERALL COMMENTS AND CLARIFICATIONS

Note 1: Firm Price for PM Service and Cell Remanufacture Service. Innomotics requests separate PO Line Items to match quote lines. Invoices will be issued upon scope completion.

Note 2: Budgetary Time & Material (T&M) Service for NXG PRO+ Control Upgrade. Onsite Labor to be billed based on actual hours incurred at published service rate at time of service completion.

Note 3: Fixed Price for NXG PRO+ Upgrade Parts, Engineering / Drafting Hours, and Customer Service Advocate Hours. Invoice(s) will be issued upon shipment.

Note 4: Customer Requirement: Customer is responsible for:

- Free and clear access to the drive for duration of onsite work.
- At least one (1) employee to assist Innomotics while onsite for the duration of the job.
  - For removal and proper disposal of all job-related waste and unwanted materials upon job completion.
- To provide cell lifter. \*When working at heights of over four feet, it is the customer's responsibility to provide scaffolding at site.

Note 5: Safety Training: Estimated pricing does not include safety training. Any required training hours/materials will be added to final invoice.

Note 6: Innomotics Requests that PO Lines Match Quote Lines

#### **8.0 PURCHASE ORDER AND PAYMENT DETAILS**

#### 8.1 PO SUBMITTAL

#### Purchase Order should be addressed to:

Innomotics LLC., 100 Technology Drive Alpharetta, GA 30005

#### Please submit Purchase Order via Email to:

Jacob Binda at jake.binda@innomotics.com

#### 8.2 PO REQUIREMENTS

#### To facilitate prompt order processing, Purchase Orders should include all the following:

- Purchase Order number or reference number
- Customer's legal entity name and bill to address
- Ship to address of services and / or parts
- Reference this Quote or proposal number: "Per your Quote / Proposal Number"
- \$ value, noting agreement of payment
- Payment Terms (as stated in this quote)
- Authorized contact name and phone number
- Innomotics requests that the PO line items match the quoted line items

#### 9.0 TERMS AND CONDITIONS

Terms and Conditions are subject to the Terms and Conditions of Professional Services Agreement #ROB-009 dated October 20, 2022 by and between Erie County Water Authority and Innomotics Industry, Inc

Impacts of Coronavirus: As a result of the Coronavirus (COVID-19), temporary delays in delivery from or nonperformance by Innomotics and/or its suppliers may occur. Therefore, the parties acknowledge and agree that any delays or nonperformance caused by or related to COVID-19 will be deemed a force majeure event subject to the terms of the Agreement.

Any change to the scope of work will be reflected in a change to the quoted price.

#### 9.1 CHANGE OF CONTROL CLAUSE

- 9.1.1. Innomotics may transfer, assign, or novate the Contract or any part of it to an affiliated company, being any legal entity, which directly or indirectly is controlled by Innomotics, controls Innomotics or is controlled by a company which directly or indirectly controls Innomotics.
- 9.1.2. In the event of a sale or other transfer of the business of Innomotics or a part of the business of Innomotics to a third party, Innomotics shall further be entitled to assign or transfer the whole Contract or any part of the Contract to such a third party.
- 9.1.3. Innomotics may sub-contract parts (but not all) of the Works.

#### 9.2 SAFETY TRAINING OF INNOMOTICS FIELD PERSONNEL

All Innomotics field personnel completed internal annual safety training. Furthermore, all Innomotics field personnel received training to comply with the new OSHA CFR1910.269 Electrical Safety Standard that sets minimum safety rules and practices for the design, operation, and maintenance of high voltage systems (over 600 volts). A morning safety meeting for Innomotics employees and subcontractors is to be conducted by Innomotics each day while on site.

All Innomotics and their subcontractors shall adhere to the LD 101 EHS Policy Statement and applicable Safety Guidelines listed on CS102 Table of Contents Policy list. Copies can be made available upon request for client review. Innomotics will hold daily safety meetings at the prior to all work on site, at shift changes and if the project change in any manner.

#### 9.3 PROPRIETARY INFORMATION

This document contains information proprietary to Innomotics. Your acceptance of it is an acknowledgment of a confidential relationship between you and Innomotics with respect to this proposal document. We require it to be returned or destroyed when no longer required. We also require that neither this document nor any information contained herein is to be reproduced, transmitted, disclosed or used otherwise in whole or in part without the written authorization of Innomotics.

#### 9.4 TAXES

All applicable duties, sales, use, excise, value-added, or similar taxes are excluded, will be added to the price, and invoiced separately unless an acceptable exemption certificate is furnished when the contract is awarded.

#### 9.5 LEAD TIME

Lead time presented on first page is estimated. Actual lead time to be determined upon order acceptance.

#### 9.6 EQUIPMENT STORAGE (Repair equipment only)

If Customer sends equipment or components to a Innomotics facility for repair or refurbishing, Customer is required to provide Innomotics with authorization to proceed with repairs / refurbishing within sixty (60) days for Innomotics receipt of such equipment or components. If Customer fails to provide such authorization, Innomotics will be entitled, at its sole discretion, to either (i) return the equipment or component to Customer at Customer's sole cost; or (ii) charge Customer a storage fee in the amount of \$40.00 for each day that Innomotics stores such equipment or component. If Innomotics elects to store any equipment or component, Customer acknowledges that title and all risk of loss remains with Customer during storage.

#### 9.7 RESERVATION CLAUSE

Purchaser acknowledges that Innomotics is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work, Equipment, and/or, Services provided under the Contract, including any export license requirements. Purchaser agrees that such Work, Equipment, and/or, Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Innomotics of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD INNOMOTICS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

10.0 OPTIONAL: NXG PRO+ Spare Parts Kit

Line	OPTIONAL	QTY	Price
8	<b>OPTIONAL: NXG PRO+ Spare Parts Kit</b> - See Pg 11 for Details (\$8,705.00 / Ea)	2	\$17,410.00

#### 10.1

DESCRIPTION
NXGpro Plus DCR 9/12 Cell no <b>STO</b> Program (No <u>S</u> afe <u>T</u> orque <u>O</u> ff option - this is standard)
POWER_SPLY_DNR120_264V_24v_5A_YES
POWER_SPLY_DNR18_264V_15V_1.2A_YES
Final ASSY, NXGpro SIB (5CT)
PCA, FINAL ASSY 120VAC USER I/O BOARD
RLY_POWER_RR2KP-UCAC120_120VAC_2CO
TRANSIENT VOLTAGE SUPPRESSOR,
CAP,CERAMIC .0047uF,100VDC,10%
CAP,CERAMIC,0.001uF,200V,10%
BURDEN RESISTORS
MULTI LANGUAGE KEYPAD ASSEMBLY ENGLISH
DEV_OTHER_Anybus_M30_Modbus-RTU
DEV_OTHER_Anybus_M40_EtherNet

Note 1: Innomotics requests NXG PRO + Control Spare Parts Kit on separate PO line item

Note 2: Please allow 55-62 Weeks from PO Acceptance. Actual lead time to be determined upon order acceptance

Note 3: NXG PRO+ Spare Parts Kit will be suitable for both Stugeon Point an Ball Station drives with NXG PRO+ Contro

The Siemens Businesses Large Drives Applications and Low Voltage Motors have been transferred to Innomotics. The brand change from Siemens to Innomotics is ongoing.

Siemens' or Innomotics' legal information, trademarks or logos contained in product related documents do not necessarily represent the actual branding used for the products. Any technical product information remains valid independently of the brand.

**Orders** received as of **August 1, 2024**, will be confirmed exclusively with the product mark "**Innomotics**" regarding the concerned products and services.

Independent of the order date, all ordered products or services with **delivery** dates from **April 1, 2025**, will be delivered with the product mark "**Innomotics**".

### **Need support?**

We are your service provider for motors and medium voltage drives. Your Innomotics Service Team.

### Contact us:

portal.innomotics.com

