



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

September 9, 2024

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Contract TOSH-005
Preventive Maintenance Services for Five Toshiba Variable Frequency Drives
ECWA Project No. 202400029

The following material is attached:

- Blue Authorization Form indicating the requested Board action and approvals needed.
- Preventative Maintenance Service Agreement for Toshiba Variable Frequency Drives for the above referenced project (3 copies) with Toshiba International Corporation, for execution by Chairman.

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. 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 the use of drives and this contract used to ensure that the drives are properly maintained. Drives are specialized equipment and it is critical to have the services provided by the manufacture to ensure the drives are functioning properly during periods of high demand.

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

Toshiba International Corporation is a Board-approved, Single Source Vendor for the above described equipment.

Budget Information:

- Unit 1015, Operation & Maintenance Item 26 – Equipment Maintenance Contract

MWW:jmf

Attachments

cc: L.Kowalski

L.Lester

CONT-TOSH-005-2401-X-01

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

Contract: <u>TOSH-005</u>	Project No.: <u>202400029</u>
Project Description: <u>Preventative Maintenance Services for Five Toshiba Variable Frequency Drives.</u>	

Item Description:


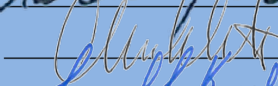
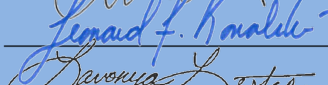

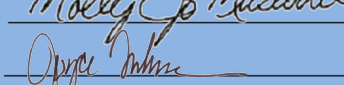
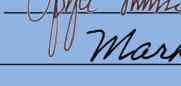

<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> 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: <u>9/9/2024</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>09/09/2024</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>9/9/2024</u>
<input checked="" type="checkbox"/> Director of Administration		Date: <u>09/09/2024</u>
<input checked="" type="checkbox"/> Risk Manager		Date: <u>9/9/2024</u>
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>09/09/2024</u>
<input checked="" type="checkbox"/> Legal		Date: <u>9/08/2024</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>9/10/24</u>
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Remarks: Sole Source.

Resolution Date: _____	Item No: _____
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**PREVENTATIVE MAINTENANCE SERVICE AGREEMENT
FOR TOSHIBA VARIABLE FREQUENCY DRIVES**

This Agreement, effective September 17, 2024 (“Effective Date”), is 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 “Toshiba.”

The Authority seeks to enter into a contract with Toshiba to provide preventative maintenance services for five (5) Toshiba Variable Frequency Drives upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and Toshiba agrees as follows:

ARTICLE 1 – THE PROCUREMENT

1.01 Toshiba agrees to service and provide preventative maintenance on the following five (5) Variable Frequency Drives (collectively, “VFDs”) as set forth below:

- A. Two (2) 900hp VFDs, Model T300MVi (Serial Nos. 060303186 and 060301332) located at the Authority’s Van de Water Water Treatment Plant, 3750 River Road, Tonawanda, New York 14150; and
- B. Three (3) 350hp VFDs, Model W7 (Serial Nos. 060205834, 060205835, and 060205836) located at the Authority’s Van de Water Water Treatment Plant.

1.02 Toshiba has submitted to the Authority a Field Service Quote setting forth proposed terms and conditions for a fixed-price, preventative maintenance service agreement for a three-year period. A copy of the Field Service Quote is attached and incorporated into this Agreement as Appendix A. Toshiba agrees to extend the quote through September 30, 2024.

1.03 As part of its Field Service Quote, Toshiba incorporates its Standard Terms and Conditions of Field Services (“Standard Terms and Conditions”). The Standard Terms and Conditions are attached to and incorporated in this Agreement as Appendix B.

ARTICLE 2 – SCOPE OF SERVICE

2.01 Toshiba agrees to provide the Authority with Preventative Maintenance (“PM”) services for a three-year period.

- A. Toshiba will send two Field Service Engineers (“FSE”) to service the VFDs twice a year for a total of six (6) field visits during the three-year service period.
- B. A PM field visit will consist of up to three (3) service days. Each service day will be between ten (10) and twelve (12) hours in Year 1 and between eight (8) and ten (10) hours in Years 2 and 3.
- C. Toshiba and its FSEs will be given access to the Authority’s facilities between the hours of 7:00 a.m. and 7:00 p.m. on each service day.
- D. Toshiba agrees to perform the following PM to service the VFDs during each of the field visits:
 - 1. Clean and inspect each VFD;
 - 2. Inspect power modules;
 - 3. Perform insulation test on VFD motor;
 - 4. Tighten connections;
 - 5. Inspect control cabinet;
 - 6. Inspect transformer;
 - 7. Perform static checks of low voltage VFD insulated gate bipolar transistors and diodes;
 - 8. Verify low voltage VFD pulse width modulation;
 - 9. Record all power module serial numbers; and
 - 10. Verify VFD operation.
- E. Toshiba agrees to perform the following PM to service the VFDs during the field visits in the first year of this Agreement:

1. Perform insulation test on transformer;
 2. Replace power supply on medium voltage drive;
 3. Perform resistance tests on transformer, contactor, etc.;
 4. Test contactor/breaker;
 5. Perform analysis of traceback and propose solutions;
 6. Verify VFD/Motor/Application system; and
 7. Perform advanced PM on the medium voltage drive.
- F. Toshiba agrees to perform a field visit for the conversion of 2 MV_i VFDs to MV₂, and such conversion will include:
1. Replacement of MV_i control system;
 2. Installation of new MV₂ control system, including, but not limited to the control board, GSD board, XIO board, EXIO board, keypad and power supply;
 3. Inspect the VFDs;
 4. Verify the I/O signals;
 5. Program the VFD;
 6. Verify the protective signals;
 7. Perform an uncoupled run and tuning of the motor;
 8. Perform a coupled run and tuning of the motor;
 9. The MV_i to MV₂ conversion field visit will be conducted by 1 FSE and will take place over up to four (4) ten (10) to twelve (12) hour workdays.
- G. Toshiba agrees to perform a field visit to retrofit the W7 Power Unit with AS3 VFD and such retrofit will include:
1. Replacement of W7 Power Unit;
 2. Installation of new AS3 VFD;
 3. Inspect the VFD;

4. Rewire the I/O signals;
5. Program the VFD;
6. Verify the PLC signals;
7. Perform an open circuit run;
8. Perform a coupled run; and
9. The AS3 Retrofit field visit will be conducted by 1 FSE and will take place over up to three (3) ten (10) to twelve (12) hour workdays.

H. Toshiba will schedule each field visit with the Authority’s Executive Engineer or the Authority’s Electrical Engineer.

2.02 Toshiba agrees to provide a Field Service Report to the Authority within twenty (20) business days after a field service visit. The Field Service Report may be sent via email or USPS to the Authority’s Electrical Engineer, Scott Aiple, at Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227 or saiple@ecwa.org.

ARTICLE 3 – PAYMENT FOR SERVICES

3.01 Toshiba agrees to provide PM as set for in Article 2 of this Agreement at the following unit prices:

Service Description	Unit Price	Quantity	Annual Total
Year One Advanced PM	\$29,500	2	\$59,000
Year Two Basic PM	\$30,000	2	\$60,000
Year Three Basic PM	\$31,000	2	\$62,000

3.02 Toshiba agrees to perform a field visit for the conversion of 2 MV_i VFDs to MV₂ as set for in Article 2 of this Agreement at the following unit prices:

Service Description	Unit Price	Quantity	Annual Total
Field Visit	\$22,500	2	\$45,000
Part 2XXXXXX-M3A44100SAE-CMV2	\$31,875	2	\$63,750

3.03 Toshiba agrees to furnish and deliver the following spare parts for MV2 Controls at the following unit prices:

Part Number	Description	Quantity	Price (USD)
PC61910P200C	PWB,CTR,T300MV2,PG-RES,CPUbus	1	\$9,376.5
PC61910P201B	PWB,XIO,T300MV2,PG-RES	1	\$3,438.05
PC61910P203A	PWB,GSD,T300MV2,TYPEFORM A	1	\$2,464.68
PC61910P205B	PWB,EXIO,T300MV2,TYPEFORM B	1	\$1,473.45
PC61910P206A	PWB,EXIF,T300MV2,TYPEFORM A	1	\$321.48
PC61910P207C	PWB,IFBK,T300MV2,TYPEFORM C	1	\$464.36
PC61910P216	PWB,EOL,T300MV2,w/TOSHIBA	1	\$901.93
PC61910P204A	PWB,IPAD,T300MV2,TYPEFORM A	1	\$312.55

3.04 Toshiba agrees to perform a field visit to retrofit the W7 Power Unit with AS3 VFD as set for in Article 2 of this Agreement at the following unit prices:

Service Description	Unit Price	Quantity	Annual Total
Field Visit	\$16,500	3	\$49,500
VFD VFAS3-40KPC – ASD.VFAS3. 250HP/350HP427A	\$11,700	3	\$35,100
Part 2XXXXX-W7440KAADW- AS3MOD	\$18,000	3	\$54,000

3.05 Toshiba agrees to furnish and deliver the following spare parts for the AS3 at the following unit prices:

Part Number	Description	Qty	Unit Price (USD)	Total Price (USD)
103000	CONTROL BLOCK, AS3, ALL RATINGS/SIZES	1	\$857.28	\$857.28
103076	POWER BOARD, AS3, SIZE A7-4160K	1	\$767.98	\$767.98
103078	GATE DRIVE BOARD, AS3, SIZE A7/A8-4160K/4200K	1	\$285.76	\$285.76
103077	FILTER BOARD, AS3, SIZE A7-4160K	1	\$285.76	\$285.76
103075	COOLING FAN, AS3, SIZE A7 & A8, 92mm Sq., 24VDC	2	\$62.51	\$125.02
103081	FAN CONTROL BOARD, AS3, SIZE A7/A8	1	\$241.11	\$241.11
103074	BLOWER, AS3, 400V, SIZE A7 & A8	2	\$937.65	\$1,875.30

103084	TRANSISTOR, AS3, SIZE A7/A8-4160K/4200K, 2PCS (1200V, 400A)	2	\$1,205.55	\$2,411.10
103083	THYRISTOR, AS3, SIZE A7-4160K (1600V, 330A)	1	\$767.98	\$767.98
103086	DIODE, AS3, SIZE A7-4160K (1200V, 75A)	1	\$258.97	\$258.97
103080	SOFT CHARGE BOARD, AS3, SIZE A7 & A8	1	\$196.46	\$196.46

3.06 The parties agree that the unit prices set forth in paragraph 3.01, 3.02 and 3.04 include labor charges and expenses, including, but not limited to, travel and living expenses for Toshiba’s FSEs for the duration of each field visit.

3.07 Toshiba agrees to invoice the Authority for the PM upon completion of each field visit. All payments are due net thirty (30) days from the invoice date in United States Dollars. All invoices shall be emailed to accountspayable@ecwa.org.

3.08 Toshiba agrees that the following language from the Payment provision of the Standard Terms and Conditions shall not apply to the Authority with respect to this Agreement:

“Payments due but unpaid shall bear interest at the rate of twelve percent (12%) per annum from and after the date due and owing under these Terms. Notwithstanding any other provision of an Order, TIC does not intend to and shall not charge, collect or contract for interest, which exceeds the maximum rater permitted by law. Any such excess interest shall be applied first to reduce any unpaid portion of the purchase price and all other outstanding changes owed, until such time as each is paid in full, at which time any remaining excess shall be refunded to Purchaser.”

3.09 The Authority is exempt from taxation. Provided that the Authority provides Toshiba with exemption documentation acceptable to the taxing authorities involved, Toshiba shall not invoice the Authority for any state or local excise, sales, use, freight or transport or any other form of tax unless the laws of the State of New York specifically levies such tax on a public benefit corporation.

3.10 The Authority reserves the right to audit Toshiba’s records to verify bills submitted and representations made. For this purpose, Toshiba agrees to make company records available for inspection upon written notice by the Authority. The Authority shall have two years from the date of Toshiba’s final invoice to complete its audit. If the audit establishes an overcharge, Toshiba agrees to refund the excess.

ARTICLE 4 – STANDARD TERMS AND CONDITIONS

4.01 The Authority accepts and agrees to the Standard Terms and Conditions proposed by Toshiba as part of its Field Service Quote, subject to the modifications contained in this Agreement at paragraphs 3.07, 3.08, 3.09, 5.03, and 5.05.

ARTICLE 5 – OTHER SUPPLEMENTAL PROVISIONS

5.01 **Subcontract and Assignments:** Toshiba may not subcontract or delegate any of the obligations of Toshiba without the express written consent of the Authority’s Executive Staff. The Authority and Toshiba bind themselves and their successors, administrators and assigns to the terms of this Agreement. Toshiba shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

5.02 **Amendments:** Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

5.03 **Insurance:**

- A. Toshiba shall secure and maintain such insurance as set forth in the amounts indicated on Appendix C.
- B. Toshiba shall provide Certificates of Insurance certifying the coverage required by this provision.
- C. Toshiba shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee’s phone number and email address.

5.04 **Access to Authorities Property:** Before the Toshiba FSE may be given access to any Authority property, the FSE must notify the Authority’s Security Officer and provide the following information prior to a field visit: (a) government-issued photo identification for all site visitors; (b) a statement indicating 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.

5.05 **Right to Terminate:** Either party reserves the right to terminate Toshiba’s services at any time, without cause, based on seven (7) days’ written notice. Toshiba shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

5.06 **Compliance:** The Authority and Toshiba shall comply with all applicable federal, state or local laws and regulations and all applicable Authority policies and procedures provided to Toshiba in advance. Toshiba shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. By executing this Agreement,

Toshiba affirms under penalty of perjury that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.

5.07 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

5.08 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or Toshiba, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that Toshiba shall remain an independent contractor responsible for its own actions. Toshiba is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

5.09 Doing Business Status: Toshiba represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

5.10 Gratuities, Illegal or Improper Schemes:

- A. Toshiba shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. Toshiba or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Toshiba, its agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.
- D. The Authority may also terminate this Agreement or purchase order if it is determined that Toshiba engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the contract award process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

5.11 *Notice:* Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 6 – SEVERABILITY

6.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ARTICLE 7 – DURATION

7.01 This Agreement shall remain in effect for a three-year period as measured by the Effective Date of this Agreement and may be extended by the mutual consent of both parties.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

TOSHIBA INTERNATIONAL CORP.

By _____

[ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of September, 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 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 2024, before me personally came, to me known, who, being by me duly sworn, did depose and say that he/she resides in _____, Texas, 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 A
FIELD SERVICE QUOTE

Field Service Quote

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

Quotation Prepared for:	Erie County Water Authority
Attention:	Scott Aiple Saiple@ecwa.org
Project Name:	Van de Water Treatment Plant
Addendum	Replaced AS3 VFD and spare parts
Location	3750 River Road. Tonawanda, NY 14150
Quotation Date	9/12/2024
Quotation Number	4046_Rev3

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 quote 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
PM	TOSH-ADVANCED PM YR 1	\$29,500 USD	2	\$59,000 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Cleaning and inspection of VFD* • Inspection of power modules • Insulation test on Motor • Tightening of connections • Inspection of control cabinet • Inspection of transformer • Insulation test on transformer • Replacement of power supply on MV drive • Resistance tests on transformer/contactors etc. • Testing of Contactor/breaker • Static checks of LV VFD IGBTs and diodes • Verification of LV VFD PWM • Analysis of Traceback and proposal of solutions • Verification of VFD/Motor/Application System • Recording of all power module serial numbers • Verification of VFD operation • Advanced PM on MV drive <p>*Upstream power source must be isolated before we can perform the PM</p> <p>VFD Information</p> <p>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>This quote includes field labor hours required to complete the above scope and assumes there are no damaged components. The quote is based on up to (3) 10 – 12 hour workdays by (2) Field Service Engineer(s), includes (1) roundtrip and all travel and living expenses. This does not include work on holidays and also does not include shipping which is the customer’s responsibility (CPT Prepaid and Add). The quantity of two indicates there will be 2 trips per year.</p> <p>This is based on the assumption that the work at site will continue from start to stop without</p>			

	<p>interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule.</p> <p>Cancellation terms will be referenced in the service contract</p>			
PM	TOSH-BASICPM YR 2	\$30,000 USD	2	\$60,000 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Cleaning and inspection of VFD* • Inspection of power modules • Insulation test on Motor • Tightening of connections • Inspection of control cabinet • Inspection of transformer • Static checks of LV VFD IGBTs and diodes • Verification of LV VFD PWM • Recording of all power module serial numbers • Verification of VFD operation • Basic PM <p>*Upstream power source must be isolated before we can perform the PM</p> <p>VFD Information</p> <p>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>This quote includes field labor hours required to complete the above scope and assumes there are no damaged components. The quote is based on up to (3) 8 – 10 hour workdays by (2) Field Service Engineer(s), includes (1) roundtrip and all travel and living expenses. This does not include work on holidays and also does not include shipping which is the customer’s responsibility (CPT Prepaid and Add). The quantity of two indicates there will be 2 trips per year.</p>			

	<p>This is based on the assumption that the work at site will continue from start to stop without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule.</p> <p>Cancellation terms will be referenced in the service contract</p>			
PM	TOSH-BASICPM YR 3	\$31,000 USD	2	\$62,000 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Cleaning and inspection of VFD* • Inspection of power modules • Insulation test on Motor • Tightening of connections • Inspection of control cabinet • Inspection of transformer • Static checks of LV VFD IGBTs and diodes • Verification of LV VFD PWM • Recording of all power module serial numbers • Verification of VFD operation • Basic PM <p>*Upstream power source must be isolated before we can perform the PM</p> <p>VFD Information</p> <p>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>This quote includes field labor hours required to complete the above scope and assumes there are no damaged components. The quote is based on up to (3) 8 – 10 hour workdays by (2) Field Service Engineer(s), includes (1) roundtrip and all travel and living expenses. This does not include work on holidays and also does not include shipping which is the customer’s responsibility (CPT Prepaid and Add). The quantity of two indicates there will be 2 trips per year.</p>			

	<p>This is based on the assumption that the work at site will continue from start to stop without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule.</p> <p>Cancellation terms will be referenced in the service contract.</p>			
MOD	FIELD MV_i to MV₂ UPGRADE	\$22,500 USD	2	\$45,000 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Conversion of MV_i VFD to MV₂ <ul style="list-style-type: none"> ○ Replacement of MV_i control system ○ Installation of new MV₂ control system, includes but not limited to: <ul style="list-style-type: none"> ▪ Control board ▪ GSD board ▪ XIO board ▪ EXIO board ▪ Keypad ▪ Power supply • Inspection of VFD • Verification of I/O signals • Programming of VFD • Verification of protective signals • Uncoupled run and tuning of motor • Coupled run and tuning of motor <p>VFD Information Project Number – 131734 Typeform –M3A44100SAE-1 S/N – 060303186 Typeform –M3A44100SAE-1 S/N - 060301322</p> <p>This quote includes field labor hours required to complete the above scope and assumes there are no damaged components. The quote is based on up to (4) 10 – 12 hour workdays by (1) Field Service Engineer(s), includes (1) roundtrip and all travel and living expenses. This does not include work on holidays and also does not include shipping which is the customer’s responsibility (CPT Prepaid and Add).</p>			

	<p>This is based on the assumption that the work at site will continue from start to stop without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule.</p> <p>Prices on TIC rate sheet are subject to change.</p> <p>Tentative schedule for each VFD</p> <p>Day 1 (10 – 12 hours)</p> <ul style="list-style-type: none"> • VFD inspection • Removal and replacement of MVi parts <p>Day 2 (10 – 12 hours)</p> <ul style="list-style-type: none"> • Completion of parts replacement • VFD programming <p>Day 3 (10 – 12 hours)</p> <ul style="list-style-type: none"> • Verification of I/O with site system • Uncoupled tuning <p>Day 4 (10 – 12 hours)</p> <ul style="list-style-type: none"> • Coupled tuning <p>TIC provides full support to the MV2 model drives.</p>			
MOD	FIELD W7 – AS3 RETROFIT	\$16,500 USD	3	\$49,500 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Retrofit of W7 Power unit with AS3 VFD <ul style="list-style-type: none"> ○ Replacement of W7 Power unit ○ Installation of new AS3 VFD • Inspection of VFD • Rewiring of I/O signals • Programming of VFD • Verification of PLC signals • Open circuit run • Coupled run <p>VFD Information Project Number – 131831 Typeform –W7440KAADW-1 S/N – 060205836 Typeform –W7440KAADW-1 S/N – 060205835 Typeform –W7440KAADW-1 S/N – 060205834</p> <p>This quote includes field labor hours required to complete the above scope and assumes there are no</p>			

	<p>damaged components. The quote is based on up to (3) 10 – 12 hour workdays by (1) Field Service Engineer(s), includes (1) roundtrip and all travel and living expenses. This does not include work on holidays and also does not include shipping which is the customer’s responsibility (CPT Prepaid and Add).</p> <p>This is based on the assumption that the work at site will continue from start to stop without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule. Prices on TIC rate sheet are subject to change.</p> <p>Tentative schedule for each VFD</p> <p>Day 1 (10 – 12 hours)</p> <ul style="list-style-type: none"> • VFD inspection • Removal and replacement of W7 <p>Day 2 (10 – 12 hours)</p> <ul style="list-style-type: none"> • VFD programming • Verification of PLC signals <p>Day 3 (10 – 12 hours)</p> <ul style="list-style-type: none"> • Open Circuit run/Coupled run <p>TIC provides full support to the AS3 model drives.</p>			
VFD	VFAS3-4160KPC - ASD.VFAS3.250HP/350HP 427A	\$11,700 USD	3	\$35,100 USD
PART	2XXXXX-W7440KAADW-AS3MOD	\$18,000 USD	3	\$54,000 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Retrofit of W7 VFD Power unit with AS3 <ul style="list-style-type: none"> ○ New drawings ○ New project ○ Complete parts kit • All required parts <p>Lead time of 24 weeks ARO</p> <p>This includes all Control Plant hours and parts required to complete the above scope. Parts kit and labor are a package and pricing is contingent on completing upgrade at site within 8 months of parts shipment. PO for the complete amount must be received before order will be accepted. In a scenario where there is a change in</p>			

	the scope after the order is accepted, pricing will change or cancelation terms may apply			
PART	2XXXXX- M3A44100SAE-CMV2	\$31,875 USD	2	\$63,750 USD
	<p style="text-align: center;">Work Scope</p> <ul style="list-style-type: none"> • Conversion of MVi VFD to MV2 <ul style="list-style-type: none"> ○ New drawings ○ New project ○ Complete parts kit • All required parts <p>Lead time of 24 weeks ARO</p> <p>This includes all Control Plant hours and parts required to complete the above scope. Parts kit and labor are a package and pricing is contingent on completing upgrade at site within 8 months of parts shipment. PO for the complete amount must be received before order will be accepted. In a scenario where there is a change in the scope after the order is accepted, pricing will change or cancelation terms may apply. Shipping costs are not included. Freight terms are CPT Prepaid and Add.</p>			
TOTAL				\$428,350 USD

MV2 Controls Spare Parts

P/N	Description	Qty.	Price (USD)
PC61910P200C	PWB,CTR,T300MV2,PG-RES,CPUbus	1	\$9,376.5
PC61910P201B	PWB,XIO,T300MV2,PG-RES	1	\$3,438.05
PC61910P203A	PWB,GSD,T300MV2,TYPEFORM A	1	\$2,464.68
PC61910P205B	PWB,EXIO,T300MV2,TYPEFORM B	1	\$1,473.45
PC61910P206A	PWB,EXIF,T300MV2,TYPEFORM A	1	\$321.48
PC61910P207C	PWB,IFBK,T300MV2,TYPEFORM C	1	\$464.36
PC61910P216	PWB,EOI,T300MV2,w/TOSHIBA	1	\$901.93
PC61910P204A	PWB,IPAD,T300MV2,TYPEFORM A	1	\$312.55

AS3 Spare Parts

P/N	Description	Qty	Price (USD)	Ext. Price (USD)
103000	CONTROL BLOCK, AS3, ALL RATINGS/SIZES	1	\$857.28	\$857.28
103076	POWER BOARD, AS3, SIZE A7-4160K	1	\$767.98	\$767.98
103078	GATE DRIVE BOARD, AS3, SIZE A7/A8-4160K/4200K	1	\$285.76	\$285.76
103077	FILTER BOARD, AS3, SIZE A7-4160K	1	\$285.76	\$285.76
103075	COOLING FAN, AS3, SIZE A7 & A8, 92mm Sq., 24VDC	2	\$62.51	\$125.02
103081	FAN CONTROL BOARD, AS3, SIZE A7/A8	1	\$241.11	\$241.11
103074	BLOWER, AS3, 400V, SIZE A7 & A8	2	\$937.65	\$1,875.30
103084	TRANSISTOR, AS3, SIZE A7/A8-4160K/4200K, 2PCS (1200V, 400A)	2	\$1,205.55	\$2,411.10
103083	THYRISTOR, AS3, SIZE A7-4160K (1600V, 330A)	1	\$767.98	\$767.98
103086	DIODE, AS3, SIZE A7-4160K (1200V, 75A)	1	\$258.97	\$258.97
103080	SOFT CHARGE BOARD, AS3, SIZE A7 & A8	1	\$196.46	\$196.46

This quote is valid until 09/30/2024

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. TOSHcare® Protection Plan Terms and Conditions are available at 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.

APPENDIX B

TOSHIBA STANDARD TERMS AND CONDITIONS OF FIELD SERVICES ("STANDARD TERMS AND CONDITIONS")

Except as otherwise agreed to in writing by Toshiba International Corporation ("TIC"), with its headquarters and principal place of business at 13131 W. Little York Rd., Houston, TX 77041, the following terms and conditions ("Terms") shall apply to all field services provided by TIC. These terms shall apply to any (1) offer to provide field services accepted by the customer, person or entity purchasing the Work ("Purchaser"), (2) request for field services accepted by TIC or (3) contract for field services that references these Terms (each, an "Order"). TIC shall perform the field services, which may include the provision of materials and parts (collectively, the "Work") either at TIC's facilities ("TIC Facility") or other location ("Job Site").

SCOPE: Purchaser shall complete and return to TIC the applicable request form detailing the Work requested to be performed. The Work shall be subject to TIC's applicable schedule of rates (each, a "Rate Schedule") published at the time the Order was placed and these Terms. Any request for Work may be accepted or declined by TIC. TIC shall furnish all labor, supervision, tools and services necessary for performance of the Work as set forth in the Order. To the extent applicable, for work done at other than TIC Facilities, Purchaser shall provide TIC with access to the Job Site and the equipment as necessary for the performance of the Work, and shall furnish such safe storage areas at the Job Site as may be necessary for TIC's materials, tools and equipment. Purchaser shall be responsible for coordination of the Work with any on-going operations and any other work at the Job Site. Purchaser shall furnish such plans, specifications, data, information, and advisory personnel as may be necessary to familiarize TIC with the equipment and operations of the Job Site as they relate to the Work. Purchaser shall provide all utilities necessary for performance of the Work done at the Job Site.

COMPENSATION: For performance of the Work, Purchaser shall pay TIC compensation on a fixed price or time and materials basis ("Compensation") as set forth in the Order. Time shall be paid at the rates provided in the Rate Schedule. Unless otherwise agreed to by TIC and Purchaser, materials shall be reimbursed at TIC's list price. Purchaser shall also reimburse TIC for any applicable travel, living and other reimbursable expenses ("Reimbursable Expenses"), if any, at the rates provided on the Rate Schedule.

TAXES: For Work performed in, or materials or parts delivered to, all countries other than Canada, the Compensation is exclusive of and TIC shall not be responsible for any federal, state, municipal, or local property, license, privilege, business, occupation, stamp, documentary, sales, use, excise, gross receipts, duties, customs charges, value added or other similar taxes or charges, real and personal property taxes or any other taxes imposed by taxing authorities on Purchaser sites and the Job Site or any components of the Work (collectively, "Taxes"). If Purchaser holds a direct payment permit or claims an exemption from Taxes, Purchaser shall provide TIC with documentation acceptable to the taxing authorities involved. Otherwise, Purchaser agrees to pay or reimburse TIC any Taxes and any related penalties or interest that TIC or TIC's subcontractors or suppliers are required to pay. Under no circumstances shall TIC be responsible for any income and/or payroll taxes attributable to Purchaser and/or Purchaser's subcontractors. Purchaser hereby agrees to indemnify TIC for any liability arising out of income and/or payroll taxes attributable to Purchaser and/or its subcontractors. TIC shall be entitled to payment in full for Compensation as set forth in the Order, and Purchaser shall be responsible for any non-resident withholding, if applicable, in addition to payment of the Compensation.

TAXES (CANADA): For Work performed or materials or parts delivered in Canada, the Compensation and Reimbursable Expenses are exclusive of any amounts payable in respect of the federal Goods and Services Tax imposed pursuant to the Excise Tax Act (Canada), any provincial taxes and any fully harmonized federal/provincial sales tax (collectively, "GST"). If TIC is required by law to collect such GST, then Purchaser shall pay such GST to TIC in addition to the Compensation and Reimbursable Expenses, as applicable, concurrently with the payment of such Compensation and/or Reimbursable Expenses upon which such GST is calculated. TIC hereby represents that it is duly registered for the purposes of Canadian legislation relating to GST ("GST Legislation") and will remain so registered during the currency of its dealings with Purchaser. All invoices, statements of account or any similar documents rendered by TIC shall contain such information as is required by, or prescribed under, GST Legislation. Where TIC is a non-resident of Canada for the purposes of the Income Tax Act (Canada) ("ITA") and has not obtained and provided to Purchaser a non-resident withholding tax waiver at such time as Purchaser makes any payment to TIC for services rendered to it by TIC in Canada, Purchaser shall withhold such percentage of any payment made by it for the Work as Purchaser is from time to time mandated under the ITA and shall remit the withheld amount(s) to Canada Revenue Agency in the manner and at the time required by the ITA and shall provide TIC with appropriate supporting documentation of the withholding. Under no circumstances shall TIC be responsible for any income and/or payroll taxes attributable to Purchaser and/or Purchaser's subcontractors. Purchaser hereby agrees to indemnify TIC for any liability arising out of income and/or payroll taxes attributable to Purchaser and/or its subcontractors.

PAYMENT: TIC shall invoice Purchaser for the Work and any Reimbursable Expenses, at TIC's option, on a monthly basis for Work to date or upon completion of all of the Work. For Work done on a time and materials basis, all invoices shall be substantiated with applicable documentation, which may include expense receipts, material receipts and timesheets (excluding per-diem charges). All invoices shall be payable in U.S. Dollars, and payment is due within thirty (30) days after Purchaser's receipt of invoice. Payments due but unpaid shall bear interest at the rate of twelve percent (12%) per annum from and after the date due and owing under these Terms. Notwithstanding any other provision of an Order, TIC does not intend to and shall not charge, collect or contract for interest which exceeds the maximum rate permitted by law. Any such excess interest shall be applied first to reduce any unpaid portion of the purchase price and all other outstanding charges owed, until such time as each is paid in full, at which time any remaining excess shall be refunded to Purchaser. If in the judgment of TIC the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified in an accepted "Order", TIC may require payment in advance, progress payments, payment security satisfactory to TIC, or may terminate the Order and Purchaser shall be liable for cancellation charges in accordance with the termination provisions provided herein.

DELIVERY: Dates for performance of Work are approximate and dependent upon (1) prompt receipt by TIC from Purchaser of all information necessary to permit TIC to proceed with the Work immediately and without interruption, (2) availability of TIC field service personnel, (3) Purchaser's compliance with all terms obligations and of the Order, including payment terms and continued solvency, and (4) Purchaser's ability to provide TIC with adequate assurance of its ability to fully perform its obligations under the Order, including assurances of payment, should TIC reasonably request such assurances; and (5) to the extent applicable, Purchaser's ability to provide a non-hostile working environment and assure TIC's safety during performance of the Work and while in transit between the Job Site, room and board, and airport.

TOSHIBA

CHANGES: Purchaser may at any time by written notice to TIC request reasonable changes in the scope of Work, including increases and decreases therein. In such event, the Compensation payable to TIC, and, if necessary, the time for completion of the Work, shall be adjusted by mutual written agreement executed by the Parties and such changes shall not be performed in the absence of such an agreement. Where the increase or decrease in the Work involves items of Work to be performed hereunder on a time and materials or other cost basis, or on a unit price basis, TIC's compensation shall be adjusted on such basis, whether there is an increase or decrease in such items or units of Work. Notwithstanding the foregoing, if any decrease in the quantity of Work to be performed on a unit price basis is determined by TIC to be of such a magnitude as to affect TIC's ability to recover fixed costs allocated to the estimated quantity of units, the unit price for such Work shall be adjusted accordingly.

FORCE MAJEURE: In no event shall TIC be liable for failure or delay in the performance of any obligations under an Order arising directly or indirectly from causes of any kind beyond TIC's control, including, without limitation, Purchaser's failure to provide unrestricted access to the equipment or the Job Site, Purchaser's failure to furnish materials, equipment, services or information to be furnished by Purchaser, changes in the Work, concealed or unknown conditions at the Job Site, acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns or alterations, embargoes, delays or shortages in transportation, or delay or inability to obtain or procure labor, manufacturing facilities or materials. The foregoing provision shall apply even though such causes may occur after TIC's performance of its obligations has been delayed for other causes.

WARRANTY: By acceptance of an Order, TIC warrants (1) that the Work shall be performed in a good, safe and workmanlike manner, and that the Work shall be performed in accordance with Purchaser's specifications, drawings and descriptions provided to TIC; (2) that all TIC-furnished materials and equipment, if any, incorporated into the Work shall be free from defects in design (except design provided by Purchaser), workmanship, and material. TIC does not warrant that the work requested includes all preventative maintenance, repair, upgrade or other work necessary to ensure continued, uninterrupted or optimal performance of the equipment or facility. This warranty shall expire, with respect to the Work, ninety (90) days after the last date such Work was performed and, with respect to equipment, materials and parts, if any, that are provided as part of the Work, six (6) months after such materials or parts are incorporated into the Work or delivered to Purchaser. TO THE EXTENT PERMITTED UNDER LAW, TIC MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT EXTEND BEYOND THE WARRANTIES STATED ABOVE. TO THE EXTENT PERMITTED UNDER LAW, TIC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted under law, in the event that any Work or materials do not conform to the requirements stated above, TIC agrees to correct any nonconforming Work and/or properly repair and/or replace, at its expense, any nonconforming materials or parts, or if correction, repair or replacement is not, in TIC's discretion, commercially reasonable, to refund an applicable portion of the Compensation for such Work or material. THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER FOR BREACH OF WARRANTY. To the extent applicable, TIC shall be provided free and clear access to the nonconforming Work or materials for the purpose of correcting any nonconforming Work and/or repairing or replacing any nonconforming materials or parts. In no event shall TIC be responsible for any costs or expenses incurred by Purchaser and/or its customers in connection with providing free and clear access or any special tools or heavy equipment required to carry out any such repair or replacement. TIC shall not be liable to Purchaser for, and Purchaser hereby waives recovery from TIC of, any loss of profits or anticipated profits, loss of production, loss of power, loss of data, overhead, and any indirect, consequential, special, exemplary or incidental damages arising at any time from any cause whatsoever, whether arising under tort, implied or statutory warranties, strict liability or breach of contract (collectively, "Consequential Damages"), notwithstanding any right or remedy available to Purchaser at law or in equity to Consequential Damages even if TIC was advised of the possibility of such Consequential Damages. For any questions or complaints regarding the warranties set forth above, Purchaser may contact TIC at 13131 W. Little York Rd., Houston, TX 77041, (713) 466-0277 between 8:30 a.m. – 5 p.m. CST, Monday through Friday or via email at the following email address: tic-service@toshiba.com.

PATENTS: TIC shall defend any suit or proceeding brought against Purchaser to the extent it is based upon a claim that any Work furnished pursuant to the Order constitutes an infringement of any patent of the country in which the Work is performed, and if notified promptly in writing and given authority, information and assistance at TIC's expense for the defense of such suit or proceeding, and TIC shall pay all damages and costs awarded therein against Purchaser. The foregoing obligation shall not apply to the extent such infringement, claims, suits, proceedings, liabilities, costs, royalties, damages or expenses are based on sole source designs of Purchaser, unauthorized modifications, alterations, additions or changes made to Works, Works that are supplied in accordance with detailed design developed by Purchaser and furnished by Purchaser to TIC (as part of the Order or otherwise) or Purchaser's combinations of Works with other Purchaser-furnished components not furnished by TIC.

TERMINATION: Prior written notice of default is a condition precedent to termination of an Order for default. If either TIC or Purchaser considers the other party in default, that party shall give the other party written notice thereof, describing in detail the alleged conditions(s) of default. If actions to cure the alleged conditions of default is/are not commenced and diligently pursued within fourteen (14) days of the date of receipt of the notice, the other party may terminate the applicable Order or part thereof by written notice without incurring any cancellation or other charges, except to make payment for Work already completed and related expenses. In the event of partial termination of Work to be done at a Job Site, Purchaser may require that TIC proceed with any portion of the Work but may award any other portion of the Work to another service provider or service providers, or perform any part of the remaining Work itself, or may do both or either. Notwithstanding the foregoing provision, an Order may be terminated by either TIC or Purchaser, at any time at such party's sole discretion, upon giving the other party at least fourteen (14) days' prior written notice, subject to payment of any direct costs and expenses incurred by the other party, if any, prior to such termination.

INDEMNITY: To the extent caused by TIC's negligence or willful misconduct, TIC agrees to indemnify, hold harmless, and defend Purchaser from and against all claims, liabilities, damages, and expenses, including, without limitation, attorneys' fees, for death and bodily injury to third parties or damage to third-party tangible property resulting from TIC's performance of the Order; provided, however, that TIC and Purchaser each shall bear that portion of liability attributable to itself according to the principles of comparative fault and/or contribution. Notwithstanding the foregoing, TIC's total overall liability under an Order, whether in contract, tort (including negligence and strict liability) or otherwise is capped in the aggregate at 100% of the Compensation allocable to the Work which gives rise to the claims, liabilities, damages or expenses.



SAFETY EQUIPMENT AND PERSONNEL: TIC agrees, while performing the Work, to comply with all laws, whether federal, state, provincial or otherwise, applicable to the Work. With respect to Work to be performed at a Job Site, Purchaser shall provide a safe and non-hostile work environment, and TIC agrees to observe such safety rules as Purchaser shall prescribe for the protection of Purchaser's personnel and property to the extent Purchaser notifies TIC of such rules in advance. For Work done at a Job Site, TIC's equipment is to be in safe operating condition and shall be subject at all times to Purchaser's inspection and approval. Purchaser reserves the right to remove from or refuse entry to the Job Site any or all of TIC's personnel at any time and TIC may remove its personnel at Purchaser's expense if it determines in its sole discretion that an unsafe or hostile work environment exists.

INSURANCE: For Work to be done at a Job Site, TIC shall carry, at its own expense, the following insurance: (1) Commercial General Liability: Commercial general liability coverage on an occurrence form with limits of \$1,000,000 each occurrence, excluding products liability/completed operations. Commercial general liability coverage shall include the following coverage: premises, personal injury, advertising injury, explosion, collapse and underground coverage, broad form property damage, and contractual liability; (2) Products Liability/Completed Operations: Products liability/completed operations coverage under a separate claims-made policy with limits of \$5,000,000. Products liability/completed operations coverage will not include additional insureds, a cross-liability or severability of interest clause or endorsement, per project aggregate requirements, a contractual liability coverage clause, or a waiver of subrogation rights or primary coverage as to Purchaser; (3) Automobile Liability: Automobile liability coverage with bodily injury and property damage combined single limits of \$1,000,000 each accident; (4) Workers' Compensation and Employers' Liability Insurance: Workers' compensation insurance providing statutory limits of liability, and employers' liability limits of \$1,000,000 per disease, accident or employee; and, (5) Excess Coverage: excess coverage insurance with limits of \$5,000,000 in the aggregate.

Upon request for Work done at a Job Site, TIC shall provide to Purchaser a Certificate of Insurance certifying that all insurance policies required have been issued by TIC's insurer and shall be in effect until completion of the Work. If TIC fails to provide Purchaser with the above mentioned Certificate of Insurance, Purchaser may obtain and maintain the required insurance in TIC's name and the cost thereof shall be payable by TIC to Purchaser on demand, and Purchaser may elect to deduct such cost from any monies that are or may become payable to TIC.

ASSIGNMENT: Neither TIC nor Purchaser may assign any of its rights or obligations with respect to an Order or these Terms other than the right to receive payments with respect thereto without the prior written consent of the other party, except that both TIC and Purchaser may assign such rights or delegate such duties to a parent, subsidiary or an affiliate. Notwithstanding the foregoing, TIC may subcontract the Work, provided that TIC shall remain responsible for the performance of the Work.

LIENS: To the extent TIC has been paid for the Work, TIC agrees to take all necessary steps to ensure that no claims for liens for the Work will be filed against the Work or property of Purchaser or against the Job Site. If any such claim for a lien shall be filed, and so often as the same shall happen, TIC agrees that it shall, at its own expense, within fourteen (14) days after the filing thereof, cause the lien to be cancelled, removed or bonded around pursuant to applicable law. To the extent TIC has been paid for the Work, TIC further agrees to indemnify Purchaser against all claims for such payment for Work that was performed by TIC's subcontractors and vendors.

CONFIDENTIAL & PROPRIETARY INFORMATION AND PROPERTY: TIC hereby covenants and agrees with Purchaser that TIC will not, either during or after the completion of the Work, reveal to any third party (other than to a subcontractor to TIC as necessary for subcontractor's performance of the Work) or use for TIC's own purposes or for any purposes other than those of Purchaser, any confidential information of Purchaser, its subsidiaries and affiliates, which may be furnished to TIC or to which TIC may become privy in the course of Work performed for Purchaser, that is clearly identified in writing as confidential. All ideas, concepts, drawings and similar items created by TIC in connection with the performance of the Order shall be the property of TIC and may be used by Purchaser solely for the purpose of commissioning, startup, operation and maintenance of the Work. TIC agrees to grant Purchaser permission to include TIC's copyrighted, proprietary and other documents in manuals and instruction books for use by Purchaser, Purchaser's co-venturers and Purchaser's customers solely with respect to the commissioning, startup, operation and maintenance of the Work. These documents include, but are not limited to, drawings, sketches, specifications, operating instructions, installation instructions, maintenance and troubleshooting procedures, literature, and marketing brochures furnished to Purchaser by TIC. Neither the Order nor these Terms confer or grant, in any manner whatsoever, any license or right under any patent, trademark, trade secret, copyright or other intellectual property right held by either party, except as expressly provided hereunder.

EXPORT CONTROL: Purchaser acknowledges that the Order may concern products and/or technical data that may be controlled or restricted under the U.S. Export Administration Regulations or the Office of Foreign Assets Control, or other applicable laws and regulations relating to the export or import of products and/or technical data and may be subject to the approval of the U.S. Department of Commerce or Treasury, respectively, prior to export. Any export or re-export of products or technical data by Purchaser, directly or indirectly, in contravention of the export control laws, economic sanctions laws or other applicable laws or regulations is prohibited, and Purchaser shall comply with all such laws and regulations, as well as the U.S. Foreign Corrupt Practices Act and similar laws of applicable foreign jurisdictions. Purchaser shall not seek to influence sales or other business affairs by means of bribery, kickbacks, illegal payments or other ethically questionable inducements, including gifts or anything of value. Additionally, materials, equipment or parts, if any, that are provided as part of the Work shall not be used in or sold for use in, or to parties that are suspected to be involved in, the development, production, use or stockpiling of weapons of mass destruction; to entities or individuals on any applicable lists of parties denied export privileges (including, without limitation, <http://www.bis.doc.gov/complianceand enforcement/lists to check.htm>), or to parties in any embargoed countries. This provision constitutes an independent covenant and continuing obligation of Purchaser and shall survive the completion or termination of any Order.

INDEPENDENT CONTRACTOR: TIC is an independent contractor, and nothing contained in the Order, these Terms or otherwise, nor any past relationships or course of dealing between TIC and Purchaser shall be construed as establishing a relationship of principal and agent, master and servant, or employer and employee. None of TIC, any subcontractor of TIC or any employees of TIC or TIC's subcontractors shall be deemed to be employees or agents of Purchaser for any purpose whatsoever. TIC shall have control over the means, methods and techniques employed in the performance of the Work.

TOSHIBA

GOVERNING LAW: These Terms and all Orders shall be governed construed, and enforced according to the laws of the State of Texas, U.S.A. without regard to its conflicts of laws principles. For Work performed at a Job Site, if Purchaser's principal place of business is in the United States, or for Work performed at a TIC Facility, venue for all disputes arising out of these Terms or any related Order, or the breach of either, shall lie exclusively in Houston, Texas. For Work performed at a Job Site, if Purchaser's principal place of business is located outside of the United States, any controversy or claim arising out of or relating to these Terms or any related Order, or the breach of either, shall be settled by arbitration administered by the American Arbitration Association in Houston, Texas in accordance with the latest Commercial Rules of the American Arbitration Association or, if applicable, in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court or forum having jurisdiction thereof. The arbitrator(s) shall provide TIC and Purchaser with a written explanation of the reasoning behind the decision and award. The arbitrators shall not have the authority to appoint a tribunal expert. TIC and Purchaser further agree to first mediate any controversy or claim in a good faith attempt to resolve it prior to the arbitration hearing in accordance with the Rules of the American Arbitration Association for mediation of disputes. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs of arbitration from the other party. Notwithstanding the foregoing, nothing in these Terms shall prevent either TIC or Purchaser from applying to a court that would otherwise have jurisdiction for provisional or interim measures, including, but not limited to any claim for preliminary injunctive relief.

GENERAL: TIC and Purchaser hereby acknowledge that any standard terms and conditions or boilerplate language contained in any Order that varies or adds to these Terms shall not be effective and shall not be construed to and shall not amend, modify or supplement these Terms. These Terms may not be waived or modified unless done in writing and signed by an authorized representative of TIC. Any waiver by a party of a breach of any of these Terms shall not constitute a waiver or prejudice its right to otherwise subsequently demand strict compliance with that or any other term or condition. The election of a party to pursue any remedy shall not exclude pursuit of any other remedy otherwise available to its or limit its right to declare the other party in default. Any quotation for Work is subject to change by TIC prior to actual receipt by TIC of an Order for the Work and shall expire thirty (30) days following such quotation. The Terms are subject to change by TIC at any time prior to an Order, and all Orders are subject to TIC's published standard terms and conditions of field services in effect at the time of the Order.

LANGUAGE: The parties have expressly required that this Order and the Terms and all documents and notices relating hereto be drafted in English. Les parties ont expressément demandé que toute commande et les modalités et tous les documents et avis s'y rapportant soient rédigés en anglais.

ENTIRE AGREEMENT: These Terms shall be the only terms and conditions applicable to the performance of the Work described herein and shall supersede all prior oral or written communications regarding the subject matter of the Work.

APPENDIX C
INSURANCE REQUIREMENTS

APPENDIX C

INSURANCE REQUIREMENTS FOR TOSHIBA VARIABLE FREQUENCY DRIVES PREVENTATIVE MAINTENANCE SERVICE AGREEMENT

ECWA PROJECT No. 202400029

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). If a service or project, in the opinion of the Authority, represents an unusual or exceptional risk, the Authority may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled and shown as an Additional Insured
- Insurance to be primary and non-contributory

d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Products Liability/Completed Operations:

- \$5,000,000. Aggregate
- Will not include a cross-liability or severability of interest clause or endorsement, per project aggregate requirements, or a contractual liability coverage clause at to the Authority

f. Excess/Umbrella Liability:

- \$5,000,000. Each Occurrence

- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance (except with respect to Products Liability/Completed Operations coverage) to be provided to the Authority prior to start of work as follows:

ACORD 25 including language indicating the Authority's status as Additional Insured for relevant policies

Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms reasonably acceptable to the Authority must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms reasonably acceptable to the Authority, will be provided upon request.

Certificates of Insurance and renewals, on forms reasonably acceptable to the Authority, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on the Commercial General Liability policy. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance for all coverages beside Products Liability/Completed Operations coverage.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.