

Browning Public Schools
Board Agenda Request
Meeting To Be Held: 6/29/22



Recognition:	<input type="checkbox"/> Students	<input type="checkbox"/> Staff	<input type="checkbox"/> Parents
Information:	<input type="checkbox"/> Building Report	<input type="checkbox"/> Old Business	<input type="checkbox"/> Superintendent's Report
Action:	<input type="checkbox"/> Resignations	<input type="checkbox"/> Hiring	<input type="checkbox"/> Contract Service Agreements
	<input type="checkbox"/> Travel Out-of-State	<input type="checkbox"/> Travel In State	<input checked="" type="checkbox"/> Approvals
	<input type="checkbox"/> Termination	<input type="checkbox"/> Legal Matters	<input type="checkbox"/> Other:
This action request pertains to	<input type="checkbox"/> Elementary (only)	<input checked="" type="checkbox"/> High School/District Wide	

Date: 6/20/22

To: Corrina Guardipee-Hall
Superintendent

From: Reid Reagan
Title: Director of Maintenance

Subject: Controls Transition - Napi

Description: Napi valves, actuators and other flow control devices are Schneider, and the controls are Continuum systems and workstation. This system is outdated and will eventually become unavailable, there will also be no tech support available. FICO proposes full system transition to Schneider's latest EBO (ExoStruxure Building Operation) software and controllers, parts and support are cheaper, and readily available. Offering a more secure system with easy to use graphics package.

Financial Impact: \$21,951.00

Funding Source (Budget/grant, etc.): Facilities

Attachment(s): Proposal

Superintendent Action: ☐ Approved ☐ Denied ☐ Deferred Initial & date: _____

Comments: _____

Board Action: ☐ N/A (Info) ☐ Approved ☐ Denied ☐ Tabled to: _____

May 4, 2022

Napi Elementary
124 1st Ave SE
Browning, MT 59417

RE: Controls Transition

We value and appreciate the opportunity to propose and provide installation for the following scope of work. Our goal is to provide a value-driven solution for your building, completed safe, efficiently and professionally. The proposal below outlines the solution we have designed specifically for this project.

Scope of Work:

Customer has been running outdated Continuum controls system for a number of years. This system is outdated and runs several risks. The work station is outdated also and serves as a massive security liability. Moving forward, Schneider controls will no longer support Continuum systems or their workstations. This is causing prices on replacement parts to go up and eventually will become unavailable. There will also no longer be tech support for potential future problems with a Continuum system. FICO proposes a full system transition to Schneider's latest EBO software and controllers. This will be a full system update. Benefits to this transition are as follows.

Included in Solution:

- The most up to date, easy to use graphics package
- Ability to access system from any device that has internet access
 - This will allow visibility into your system from home, office, or anywhere else without the need to a central work station or Team Viewer
 - The current work station can be completely done away with
- Security problems with the outdated Continuum no longer exist
 - This is a much more secure system
- Ability to receive alarms via email
- In the event that something malfunctions in the controls system, parts and support are cheaper and readily available
- Making modifications to system programming and setpoints are much easier
- FICO will have remote access without having to use Team viewer
- Customer will have better visibility and monitoring of their system
- Software updates are easily installed to keep your system up to date
 - Updates are included free for one year upon acceptance of this transition
- This system is much more robust and resistant to power fluctuations and outages
 - In the even that programming is lost, FICO will have programming backups
 - Setting the new system up is a simple download whereas the old Continuum would require extensive programming and recreating graphics
- One year DDC controls maintenance included free with acceptance of this transition

Excluded from Work:

- No afterhours or weekend work included (Standard 8am-5pm only)
- There is a potential for communication issues when performing transitions
 - Communication issues are not included in the proposal and will be discussed with customer before making those repairs
- Any problems that are unrelated to these repairs



Proposal Price \$21,951

Acceptance: The cost-of-service work, specifications and conditions are hereby accepted and Facility Improvement Corporation (FICO). is authorized to do the work as specified.

Payments: FICO may invoice upon receipt of project material and equipment and submit progress payments for installation labor.

NOTE: This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE:

FACILITY IMPROVEMENT CORPORATION (FICO)	Napi Elementary
BY: Cameron Wiseman	BY:
SIGNATURE: Cameron Wiseman	SIGNATURE:
TITLE: Account Manager	TITLE:
DATE: 4-May-22	DATE:
FICO BRANCH: Great Falls	CUSTOMER
ADDRESS: 1211 NW Bypass	PO#
PHONE: 406-452-0009	

Terms

Extra Work/Reduction in Work. Additions, deletions, and modifications to this agreement may be made only upon the mutual consent of the Customer and FICO. FICO hereby agrees that no extra work shall be allowed or changes made by FICO or paid for by the Customer unless and until authorized by the Customer or his Contracting Agent before the work is or changes have begun. The Customer shall have the right to order in writing the omission of the parts of work or materials. In the event of a reduction of work or materials, there shall be an appropriate reduction in compensation payable to FICO.

Warranty Policy. FICO will honor original manufactures warranty on all FICO supplied parts and equipment. FICO for a period of 90 days warranties all labor to be free from defects in workmanship. (If this is a new project or equipment install Warranty may be 1 year).

Indemnity. FICO and the Customer agree that FICO shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission by FICO. FICO and the Customer agree to indemnify and to hold each other, including their officers, agents, directors, and employees, harmless from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. Neither FICO nor the Customer will be responsible to the other for any special, indirect, or consequential damages.

Federal State and Local Codes. FICO hereby agrees to comply with all Federal, State, and Local codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract, and to pay all fees, taxes, and expenses in connection with such compliance.

Insurance. Without limiting any of the other obligations or liabilities of FICO, FICO shall secure, maintain and pay for such insurance from an insurance company authorized to write insurance in the state in which the project is located, as will protect FICO, the Owner, and their respective agents and employees from claims for bodily injury, death or property damage which may arise from operations and completed operations under this Agreement. Such coverage shall be written for claims arising out of all premises/operations, subcontracted operations, products/completed operations, and all liability assumed by FICO under any contract or agreement. FICO shall not commence work under this Agreement until such insurance has been obtained. Certificates of Insurance, with binders, or certified copies of the insurance policy shall be provided to the Customer upon request. All insurance shall remain in effect throughout the life of the agreement. Each insurance policy shall contain a clause providing that it will not be canceled by the insurance company without 30 days written notice to FICO. The minimum amounts of such insurance shall be the greater of (1) minimum amounts required by law, (2) the following:

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| Commercial General Liability | |
| A. <u>Bodily Injury and Property Damage</u> | \$1,000,000.00 Each Occurrence |
| | \$2,000,000.00 General Aggregate |
| | \$1,000,000.00 Products and Completed Operations Aggregate |
| Coverage to include: Personal Injury; Premise Operations; Products completed Operations; Contractual; and Operations of Independent Contractors. | |
| B. <u>Automobile Liability</u> | \$1,000,000.00 Each Occurrence |
| Coverage to include: All Owned; All Non-Owned; and All Hired. | |
| C. <u>Worker's Compensation</u> | \$500,000.00 Per Person |
| | \$1,000,000.00 Per Occurrence |
| Coverage to include: Occupational Disease; and Employer's Liability. | |

Safety. At all times, FICO shall comply with all safety requirements of the Occupational Safety and Health Act and of the Owner. FICO also agrees to employ any additional precautions necessary to prevent injury to workmen, and others on or about the site.

Disputes. If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at the time, except as modified herein. All disputes shall be decided by a single arbitrator. A decision shall be rendered by the arbitrator no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. No discovery shall be permitted. The arbitrator shall issue a scheduling order that shall not be modified except by the mutual agreement of the parties. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute.

Miscellaneous Provisions. This Agreement cannot be assigned by either party without the prior written consent of the other party. This Agreement is the entire Agreement between FICO and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between FICO and the Customer. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.