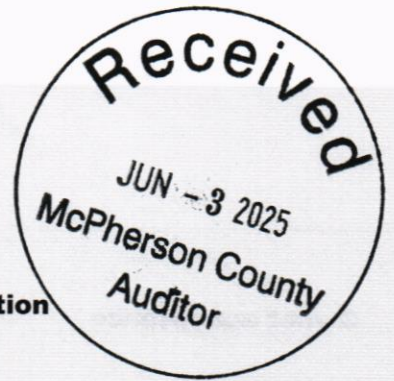


# Construction bid form



## Owner information

Name	<u>McPherson County Courthouse</u>
Address	<u>706 Main St</u>
City, State ZIP	<u>Leola, SD 57456</u>
Phone	<u></u>
Email	<u>mcphersonaud@valleytel.net</u>
Project name	<u>Steam boiler header valve replacement</u>

## Contractor information

Company	<u>Hansel PHD</u>
Contact	<u>W.Scott</u>
Address	<u></u>
City, State ZIP	<u>Sioux Falls, SD</u>
Phone	<u>605-254-2752</u>
Email	<u>office.hanselphd@gmail.com</u>

## Scope of work :

Remove failed boiler header valves with integral check valve Install new properly working valves with integral check valves. These valves are an essential part of your steam system. The valves prevent steam from pushing into the other boiler, which can cause unsafe back pressure of steam when boiler is off. This can also disrupt the chemical levels with the boiler when unit is off. Also make it difficult if the need to open a boiler up during heating season.

-Note- Prices are good for 30 days after bid has been submitted for review.

## Not included :

- Any unforeseen issues ( failed pipe hangers, failing and or failed pipe)
- Closing, filling and firing boilers.

## Company proposal :

- Hansel PHD proposes to supply parts and labor needed to replace failed boiler stops valve on Boiler #1 and Boiler #2.
- Failed vales will be removed, new valves will be installed. Valves will need to be tested to verify no leaks and proper working order.
- Boilers should be closed, filled and fired in order to test valves. Hansel PHD can help with this.
- Please allow 4-6 weeks lead time for ordered parts to arrive. Work will be scheduled after parts arrive.

•Total price as described above is : \$35,261.70



**Owner acceptance**

I, \_\_\_\_\_, accept the above scope of work, proposed to be completed by Hansel  
PHD

Signed by

Date



**mcphersonaud@valleytel.net**

---

**From:** W.Scott <office.hanselphd@gmail.com>  
**Sent:** Thursday, July 17, 2025 4:13 PM  
**To:** mcphersonaud@valleytel.net  
**Subject:** Re: McPherson County Quote

Good Afternoon Lindley,

Yes i can reprice the bid for the steam boiler valves. I can also break pricing down. Parts, Labor, Milage, as requested.

Hansel PHD LLC is Located out of Sherman SD, But based in the Sioux Falls area. I have just opened Hansel PHD. We are currently working on expanding our coverage area and building our customer base. I have 20 plus years of plumbing experience. My plumbing experience is extensive, ranging from simple toilet or faucet installs and repairs. To home remodels, building new homes, commercial remodels and additions. Along with boiler service and repair. Large to small, water to steam boilers I work on them all. I enjoy the service aspect of the job. Enjoy helping the customer with their needs. And doing the job right , the first time. I currently carry a South Dakota Contractor (Master) plumbing license along with the City of Sioux Falls Contractor plumbing license. If there are any other questions. Please feel free to contact me.

Thank you,  
W.Scott Hansel

**Hansel PHD**  
24599 484th Ave  
Sherman, SD 57030

On Thu, Jul 10, 2025 at 2:14 PM <[mcphersonaud@valleytel.net](mailto:mcphersonaud@valleytel.net)> wrote:

Good afternoon,

The commission has not decided on the attached quote yet. Due to the price of the repair, they have sought out other quotes. The original quote did say only good for 30 days so you could requote with a more detailed cost breakdown that includes the parts and prices, labor, mileage etc. that would be great. The commission also requested that more information be provided with the quote about your company and qualifications.

Thank You,



Boiler 1&2 valve replacement  
Quote Prepared by Richard Swearingen  
07/24/2025



## PROPOSAL

### Account Information

**Bill To:** MCPHERSON COUNTY  
PO BOX 390  
LEOLA SD  
USA 57456

**Quote Reference Number:** 1-1QJFP31J

**Project Name:** Boiler 1&2 valve replacement

**Site:** MCPHERSON COUNTY COURTHOUSE  
706 MAIN ST  
LEOLA SD 57456

**Branch Info:** JOHNSON CONTROLS SIOUX FALLS SD CB - 0N44

**Attn:** Mike Mardian

### Customer Information

**Name:** Mike Mardian

This proposal is hereby accepted and Johnson Controls, Inc. ("JCI" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: **\$19,581.95**. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 08/23/2025

#### MCPHERSON COUNTY

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO: \_\_\_\_\_

#### Johnson Controls Inc.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

## Proposal Overview

### Benefits/Scope of Work:

JCI will supply and install new angle check valves above both boilers to ensure proper system operation and prevent backflow. Additionally, JCI will provide and install a new relief valve on Boiler 2 to replace the existing leaking unit, restoring safe and reliable pressure relief functionality. All work will be performed in accordance with industry standards and applicable codes.

### Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal.
- 4.Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

#### CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: \_\_\_\_\_

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: \_\_\_\_\_

☐ NO: Please submit invoices via mail ☐ NO: Please submit via \_\_\_\_\_

**(IMPORTANT):** "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

**TERMS AND CONDITIONS (Rev. 12.12.2024)**

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

**1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

**2. INVOICE AND PAYMENTS.** JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCI, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms.

**3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

**4. EQUIPMENT WARRANTY.** JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

**5. LIMITED WARRANTY.** JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**6. LIABILITY.** To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

**7. FAR.** JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.



**8. TAXES.** Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest.

**9. DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

**10. COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

**11. PRICING.** JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

**12. DISPUTES.** JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

**13. INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

**14. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

**15. CUSTOMER RESPONSIBILITIES.** Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**16. FORCE MAJUERE.** JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

**17. SAFETY, HEALTH AND HAZARDOUS MATERIALS.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JCI may terminate the Services immediately upon notice to Customer, if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

**18. ONE-YEAR CLAIMS LIMITATION.** No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**19. DIGITAL ENABLED SERVICES; DATA.** If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**20. JCI DIGITAL SOLUTIONS.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generalaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generalaltos) govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

**21. Privacy. JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**22. ASSIGNMENT.** This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**23. TERMINATION.** If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

**24. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

**25. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.





# Proposal



## J & R Plumbing, Heating, and AC LLC

P.O. Box 682  
Eureka, SD 57437  
(605) 284-2666

Date: 7/10/2025

Due Date: 8/9/2025

Proposal #: 39674

Customer ID: 3856

McPherson County Auditor  
Lindley Howard  
mcphersonaud@valleytel.net  
605-439-3314

The quote is to replace two 4" valves on the boiler with direct replacement valves. This means they are the exact the same valves that are in there now. The quote includes the valves, labor, tax, new gaskets & bolts.

Filling the boiler is not included on this quote.

Hrs	Employee	Rate	Line Total
1.00	labor	\$ 2,500.00	\$ 2,500.00

Qty		Unit Price	Line Total
2	Nibco 4" angle direct replacement valve	\$ 6,981.77	\$ 13,963.54
4	flange gaskets	\$ 30.80	\$ 123.20
16	bolts/nuts/washers	\$ 6.58	\$ 105.28

Please contact John at  
605-284-2666 with questions about  
this proposal.

Labor Subtotal	2500.00
Materials Subtotal	14192.02
Sales Tax @ 0.0%	0.00
Excise Tax @ 2.0%	340.68
TOTAL BID:	17032.70

9-21-17 Paul from Liberty Insurance here to inspect Boiler. all good - Talked to Josh to put boiler back together - will be here Monday or Tuesday  
Fischer's Plumbing here today to replace sinks & take out toilet & sinks

9-26-17 Josh from G & R Control here to put Boilers back together - tested Boilers - Replaced low cut off float assembly & switch  
Other thing that need replacing top valve on Boiler II  
Honeywell gas valve on Boiler I starting to leak oil - tried to run & check valves on top of both boilers - not letting steam out - talked to Aberdeen - will get new valves & replace them -

9-26-27-28-17

9-29-17

House of glass here to put in windows in second floor landing also take air conditioners out and put panels in - will be back 10-2-17 to finish  
Sid & Glenn here said Jen told them we had used an extra 34,000 gallons water they found toilet running in basement - with boiler  
People here and House of glass



who know when it was used last. Sid turned shut off - off and I put an out of order sign on the door -

10-16-17

Kevin From ACP- here to put in valves on top of Boilers - stated could be that may have to replace them in 8 ~~to~~ years - showed me on one of the old ones - where it only opened about 1/4 inch instead of the 2 to 3 inches it should - Had trouble with Boiler I not starting - like low cut off was stuck - got it running though - Boiler I on -

10-18-17

Blew down Boilers I + II - Added 3gts Scavenger & treatment to both boilers & Boiler I running

10-16-17

} Steve Berndt checked water softener - moved salt around in it - working fine -

10-18-17

Les here working on air conditioners on North Side

10-21-17

Shut Boiler I off - put New gland seals in Treasure's outer offices - Boiler Back on & running



**Allied Climate Professionals**

Po Box 1475

Aberdeen, SD 57402 US

(605) 353-5022

trent@alliedclimatepros.com

**INVOICE****BILL TO**

McPherson County Courthouse

706 Main St

Leola, SD 57456

**INVOICE #** 1408**DATE** 11/15/2017**DUE DATE** 12/15/2017**TERMS** Net 30

ACTIVITY	QTY	RATE	AMOUNT
<b>Labor</b>	12	90.00	1,080.00T
<b>Material</b>	2	3,540.00	7,080.00T
Valves with freight included			

Installed new valves for the steam boilers removed and installed with new we will see if the company will give any core charge for the old valves if they do we will give that amount of money back as soon as we receive it

SUBTOTAL	8,160.00
TAX (2%)	163.20
TOTAL	8,323.20
BALANCE DUE	<b>\$8,323.20</b>

THANK YOU!

# McPherson County, South Dakota

Leola, South Dakota,

November

20 17

## Allied Climate Professionals

### All Bills Must Be Itemized, Stating For Each Item Quantity and Price Per Unit

[illegible]

Warrant Number 44701  
Amount of Claim \$ 8323.20  
For Boiler Repairs  
Fund 101-101-425  
Fund \_\_\_\_\_  
Fund \_\_\_\_\_  
Fund \_\_\_\_\_  
Amount Allowed \$ 8323.20  
Allowed 12-5, 2017  
Tabled \_\_\_\_\_, 20\_\_\_\_  
Rejected \_\_\_\_\_, 20\_\_\_\_  
Sid Finkert

Chairman  
Board of County Commissioners

- CLAIM OF -  
Allied Climate Professionals  
- AGAINST -

McPherson County, South Dakota

I hereby certify the within account  
is just and true, and that no part of  
the same has been paid, and the  
same is hereby approved.

☐ day of Nov, 2017  
**FILED**  
Sign here [Signature]  
Filed this NOV 17 day of 2017

MCPHERSON COUNTY  
COUNTY AUDITOR  
County Auditor



**G & R CONTROLS, INC.**

P.O. BOX 85661  
SIOUX FALLS, SD 57118-5661  
(605) 336-3788

**INVOICE****INVOICE NO.**

97196

BILL  
TO

MCPHERSON COUNTY COURTHOUSE  
P.O. BOX 390  
LEOLA, SD 57456

JOB

MCPHERSON COUNTY COURTHOUSE  
LEOLA  
LEOLA, SD 57456

CUSTOMER	PURCHASE ORDER NO.	SHIPPED VIA	SHIP DATE	TERMS	INVOICE DATE	PAGE
MCC100				Net 30	10/31/2017	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
----------	----------	-------------	------------	----------------

Order: 58530

Description:

Resolution:

RE-ASSEMBLE BOILERS AFTER INSPECTION ON SEPT. 22.

9/26/17 RE-ASSEMBLED BOTH BOILERS. INSTALLED NEW LWCO HEAD ASSEMBLY ON NORTH BOILER PER INSPECTORS RECOMMENDATIONS. INSTALLED BRASS PIGTAIL, CLEANED PILOT ASSEMBLIES AND TESTED OPERATION OF CONTROLS, SAFETIES AND COMBUSTION AS NEEDED. SOUTH BOILER HAND-HOLE WILL NOT SEAL, WILL TRY NEW PLATE AFTER PRESSURE DROPS ON BOILERS. STEAM WILL NOT FLOW THROUGH STOP CHECK VALVES ON BOILERS, THAT WORK WILL BE DONE BY DIFFERENT CONTRACTOR. 10/3/17 INSTALLED HAND-HOLE PLATE AND PRESSURED UP BOILER TO CHECK FOR LEAKS. REPLACED VALVE ACTUATOR ON NORTH BURNER AND VERIFIED OPERATION.

**EXCISE TAX LISTED BELOW**

Service Tech: PHIL VOS

150SHD	1	HEAD MECHANISM	672.30	\$672.30
V4055A1098	1	ACTUATOR 13SEC OPEN W/SHAFT 332002	295.48	\$295.48
	12	HRS LABOR	130.00	\$1560.00
	355	MILES	0.85	\$301.75
	1	SUBSISTENCE - MEALS	10.00	\$10.00
	1	SUBSISTENCE - LODGING	42.44	\$42.44
PIGTAILB180	1	180 DEGREE BRASS PIGTAIL AO3B (5TUL0)	22.42	\$22.42
60000105	1	HANDHOLE PLATE 3X4 21-1/4 CURV	53.56	\$53.56
	1	SULFITE KIT	105.60	\$105.60
	2	ANALYZER FEES	25.00	\$50.00

CARD NOT PRESENT CREDIT CARD TRANSACTIONS WILL BE CHARGED A CONVENIENCE FEE OF \$5 FOR SALES UP TO \$500 OR 1% OF SALES OVER \$500.  
A 1½% PER MONTH SERVICE CHARGE WILL BE ADDED TO PAST DUE AMOUNTS.

SALES AMOUNT	3,113.55
--------------	----------

<del>Excise</del> Tax	63.55
--------------------------	-------

<b>TOTAL</b>	\$3,177.10
--------------	------------



# McPherson County, South Dakota

Leola, South Dakota, November 20 17

## GPR Controls

**All Bills Must Be Itemized, Stating For Each Item Quantity and Price Per Unit**

[illegible]



Warrant Number 44557  
Amount of Claim \$3177.<sup>10</sup>  
For Courthouse Boiler Repair  
Fund 101-161-425  
Fund \_\_\_\_\_  
Fund \_\_\_\_\_  
Fund \_\_\_\_\_  
Amount Allowed \$ 3177.<sup>10</sup>  
Allowed 11 / 7, 20 17  
Tabled \_\_\_\_\_, 20 \_\_\_\_\_  
Rejected \_\_\_\_\_, 20 \_\_\_\_\_  
Sid Feinbert

Chairman

Board of County Commissioners

- CLAIM OF -

G B R Controls Inc

- AGAINST -

McPherson County, South Dakota

I hereby certify the within account  
is just and true, and that no part of  
the same has been paid, and the  
same is hereby approved.

3 day of Nov, 20 17

Sign here FILED - Deputy

Filed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

NOV - 3 2017

County Auditor  
MC PHERSON COUNTY  
COUNTY AUDITOR