

**Sutton County Commissioners Court**  
**REGULAR MEETING**  
**Monday, December 13, 2021, at 9:00 a.m.**  
**Sutton County Annex Meeting Room, 300 E. Oak, Sonora TX 76950**

Rachel Chavez Duran  
County Judge

Lee Bloodworth  
Commissioner  
Precinct 1

Bob Brockman  
Commissioner  
Precinct 2

Carl Teaff  
Commissioner  
Precinct 3

Fred Perez  
Commissioner  
Precinct 4

*Members of the public may give comment before the Commissioners Court on any item on this agenda. Please note that members of the public may not communicate to the court about any other subject not specifically noticed on this agenda. Members of the Commissioners Court cannot discuss, deliberate, or act on any item or topic not scheduled on this agenda in accordance with existing law.*

**BUSINESS**

- 1 Call meeting to order
- 2 Public Comment

**AGENDA**

**Receive reports of the following:**

- 3 Auditor – Maura Weingart
- 4 Outside Auditor Beyer and Associates
- 5 EMS – TJ Thorp
- 6 Justice of the Peace – Judge Joseph Harris
- 7 Jailer and Sheriff – Sheriff Oscar Chavez
- 8 Road and Bridge – Superintendent Robert Hughes
- 9 Library Report – Debra Brown
- 10 Extension Office – Pasqual Hernandez
- 11 County Attorney – Dawn B. Cahill
- 12 County and District Clerk – Pam Thorp
- 13 County Commissioners
  - Lee Bloodworth, pct 1
  - Bob Brockman, pct 2
  - Carl Teaff, pct 3
  - Fred Perez, pct 4
- 14 County Judge – Rachel Chavez Duran

**Deliberate, Consider and take appropriate action regarding the following:**

- 15 Accounts Payable
- 16 Proposal for new electricity outlets at the county park – Donna Garrett, Chamber of Commerce
- 17 Democratic & Republican Parties contract for use of election equipment for 03.01.2022 Primary Election
- 18 Burn Ban
- 19 Christmas and New year Holiday Clarification
- 20 Fireworks
- 21 Sutton County Procurement Policy and Procedures
- 22 Advertisement for maintenance personnel – Luis Lira has announced retirement
- 23 Open bids for metal building, cement slab and rock removal to subgrade

## EXECUTIVE SESSION

- Note 1 Texas Government code 551.071, Consultation with Attorney
- Note 2 Texas Government code 551.072, Real Property
- Note 3 Texas Government code 551.074, Personnel Matters
- Note 4 Texas Government code 551.076, Security
- Note 5 Texas Government code 551.087, Economic Development Negotiations
- Note 6 Texas Government code 551.089, IT Security

*The County Commissioners Court of Sutton County reserves the right to adjourn into executive sessions at any time during this meeting to discuss any of the matters listed below. The Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the court announces that the item will be considered during Executive Session.*

- 24 Court Assistant Salary
- 25 Real Property

## RECONVENE

- 26 EXECUTIVE SESSION ACTION

- 27 ADJOURNMENT

  
RACHEL CHAVEZ DURAN, County Judge

POSTED ON THE BULLETIN BOARD IN THE COURTHOUSE ANNEX BUILDING and the SUTTON COUNTY WEB PAGE  
[www.co.sutton.tx.us](http://www.co.sutton.tx.us) this the 10<sup>th</sup> day of December 2021.

  
PAM THORP, County Clerk

**SUTTON COUNTY COMMISSIONERS COURT  
SPECIAL MEETING  
BILLS PAID BEFORE COMMISSIONERS' COURT  
DECEMBER 3, 2021**

<b>FMFC FUND</b>					
General Cash Sutton County					
	PR Reimbursement, WH/FICA, MASA, Nationwide, New York Life, AFLAC, Dental, Vision, Life and Retirement for November, 2021 (11/19/21)	\$	21,155.36		CK# 51396 51397

**CKS 51398-51407 ACCOUNTS PAYABLE  
DATED 11/22/2021**

General Cash Sutton County	PR Reimbursement, WH/FICA, for December 3, 2021	\$	15,450.78		51408
----------------------------	---	----	-----------	--	-------

**TOTAL \$ 36,606.14**

<b>GENERAL FUND</b>					
Pete Gomez, Jr	District Judge Car Allowance November, 2021	\$	207.33		CK# 25756

AFLAC	Employee insurance premium for November, 2021	\$	1,807.64		25757
-------	---	----	----------	--	-------

MASA Global	Employee insurance premium for November, 2021	\$	470.00		25758
-------------	---	----	--------	--	-------

NationWide Retirement Solutions	Employee Contributions for November, 2021	\$	1,160.00		25759
---------------------------------	---	----	----------	--	-------

New York Life Insurance	Employee insurance premium for November, 2021	\$	3,472.48		25760
-------------------------	---	----	----------	--	-------

American United Life Insurance	Employee insurance premium for November, 2021	\$	834.50		25761
--------------------------------	---	----	--------	--	-------

Ameritas Dental	Employee insurance premium for November, 2021	\$	2,678.76		25762
-----------------	---	----	----------	--	-------

Ameritas Vision	Employee insurance premium for November, 2021	\$	853.12		25763
-----------------	---	----	--------	--	-------

TX Association of Co Health	Employee insurance premium for November, 2021	\$	61,159.30		25764 25765
-----------------------------	---	----	-----------	--	----------------

**TOTAL \$ 72,643.13**

**CKS 25766-25811 ACCOUNTS PAYABLE  
DATED 11/22/2021**

Line-item Transfer Amendment

Date: 08/30/2021

Honorable Commissioners Court of Sutton County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Office Supplies	SO	10-5-560-3100	\$799.00
To:	Printers	SO	New Line Item	\$799.00

Reason: Dispatch Printer/Sheriff & Deputy Sheriff Printers

*Osborne G. Chavez*

Department Head

*Paul Chavez*

Approved: Co Judge for Commissioners' Ct

Date

*Maura Weingart*

Maura Weingart-County Auditor

12/08/2021 \_\_\_\_\_

Date

*Paul Thompson*

Attest: County Clerk

12/13/21

Date

12-13-2021

Date

SUTTON COUNTY AUDITOR

2021 DEC 8 PM 7 53

RECEIVED

PACKET: 02910 GENERAL FUND 12132021 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

VENDOR SET: 01  
 BANK : 10 GENERAL CASH

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	JESUS GARCIA	JESUS GARCIA:	R	0/00/0000		500.00CR	000000	
	I-112721-JG	CONCHO VALLEY APPLIANCE:	R	0/00/0000		230.01CR	000000	
	I-138500	FURNITUR ROW:	R	0/00/0000		999.00CR	000000	
	I-257-10044910	KARINA SERRANO:	R	0/00/0000		500.00CR	000000	
	I-2696,2699	CLARK ELECTRIC, LLC:	R	0/00/0000		686.00CR	000000	
	I-60692-112921	IRANTA MATA:	R	0/00/0000		500.00CR	000000	
	I-6308,8693,8704	TAMARA HARGETT, RD, LD, CDE:	R	0/00/0000		77.75CR	000000	
	I-DEC 6, 2021	SYDNI P HOLLINGWORTH:	R	0/00/0000		75.00CR	000000	
	I-DKT#2021-143759	BRIANNA V MARTINEZ:	R	0/00/0000		165.00CR	000000	3,732.76
	I-DKT#2021-143843							
1001	ADKINS SEPTIC SERVICES	JAIL R/M SUPPLIES	R	0/00/0000		705.00CR	000000	
	I-13671	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		272.00CR	000000	977.00
	I-SC131268							
1030	ANDREW GRAVES	COUNTY CT APPT ATTORNEY	R	0/00/0000		630.00CR	000000	
	I-12452	COUNTY CT APPT ATTORNEY	R	0/00/0000		500.00CR	000000	
	I-12595	DISTRICT CT APPOINTED ATTY	R	0/00/0000		500.00CR	000000	1,630.00
	I-2454							
1037	APPLIED CONCEPTS, INC	SHERIFF RADAR	R	0/00/0000		81.25CR	000000	
	I-394349	SHERIFF RADAR	R	0/00/0000		547.92CR	000000	629.17
	I-394350							
1043	AT&T MOBILITY	SHERIFF CELL SERVICE	R	0/00/0000		607.96CR	000000	607.96
	I-4556-112021							
1046	OSCAR CHAVEZ	JAIL OPERATING SUPPLIES	R	0/00/0000		20.00CR	000000	20.00
	I-120821-OC							
1048	BAKER & TAYLOR, INC.	LIBRARY BOOKS	R	0/00/0000		39.05CR	000000	
	I-5017381585	LIBRARY BOOKS	R	0/00/0000		147.85CR	000000	186.90
	I-5017381586							
1050	BEN E KEITH-DFW	JAIL FOOD-R/M SUPPLIES	R	0/00/0000		1,008.45CR	000000	
	I-105072266	JAIL FOOD	R	0/00/0000		493.39CR	000000	
	I-10524414	JAIL FOOD	R	0/00/0000		651.65CR	000000	
	I-10541644	JAIL FOOD	R	0/00/0000		648.65CR	000000	
	I-10556556	JAIL FOOD	R	0/00/0000		725.25CR	000000	3,527.39
	I-10571996							
1054	PARKER LUMBER	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		21.99CR	000000	
	I-1831375	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		157.88CR	000000	
	I-1850618	JAIL R/M SUPPLIES	R	0/00/0000		286.05CR	000000	
	I-1909052	JAIL R/M SUPPLIES	R	0/00/0000		23.48CR	000000	
	I-1915539	JAIL R/M SUPPLIES	R	0/00/0000		24.97CR	000000	
	I-1917131	JAIL R/M SUPPLIES	R	0/00/0000		14.99CR	000000	
	I-1947306	JAIL R/M SUPPLIES	R	0/00/0000		1.52CR	000000	
	I-1951554	SHERIFF R/M SUPPLIES	R	0/00/0000		2.00CR	000000	
	I-1952115	JAIL R/M SUPPLIES	R	0/00/0000		45.31CR	000000	
	I-1963174	JAIL R/M SUPPLIES	R	0/00/0000		99.98CR	000000	678.17
	I-1964214							

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1061	PECOS COUNTY I-111921-DIST JDGE	DISTRICT JUDGE CELL SVC	R	0/00/0000		30.93CR	000000	30.93
1067	BREWER REFRIGERATION I-364211	JAIL ICE MACHINE RENTAL	R	0/00/0000		93.00CR	000000	93.00
1083	CHARLES MCDONALD I-101 I-336	NONDEPT TNCC EXPENSE NONDEPT OSSF INSP PERMIT EXP	R	0/00/0000 R 0/00/0000		770.00CR 325.00CR	000000 000000	1,095.00
1090	QUILL CORPORATION I-21078466	LIBRARY OPERATING SUPPLIES	R	0/00/0000		26.99CR	000000	26.99
1091	CHASE CARD SERVICE I-0634-112121	EXTENSION AGENT TRAVEL EXP	R	0/00/0000		7.35CR	000000	7.35
1093	RACHEL DURAN I-102321-RD	CO JUDGE PAINT FOR OFFICE	R	0/00/0000		122.25CR	000000	122.25
1107	CONCHO VALLEY TRANSIT I-DEC 2021 SU	DISTRICT CVTD MO CONTRACT PAYMENT	R	0/00/0000		3,141.33CR	000000	3,141.33
1123	DAVID WALLACE I-DECEMBER 2021 I-NOVEMBER 2021 I-OCTOBER 2021	CO ATTY HCTC BILLING 122021 CO ATTY HCTC BILLING 112021 CO ATTY HCTC BILLING 102021	R	0/00/0000 R 0/00/0000 R 0/00/0000		100.00CR 100.00CR 100.00CR	000000 000000 000000	300.00
1129	DEVILS RIVER AUTO PARTS I-15338-90069	SHERIFF DEPT VEHICLE MTC	R	0/00/0000		251.99CR	000000	251.99
1135	DUNCAN MECHANICAL SERVICES I-060175 I-060359 I-060477	COURTHOUSE BLDG MAINTENANCE COURTHOUSE BLDG MAINTENANCE COURTHOUSE BLDG MAINTENANCE	R	0/00/0000 R 0/00/0000 R 0/00/0000		1,134.14CR 2,362.80CR 426.00CR	000000 000000 000000	3,922.94
1161	FMFC FUND I-12072021	TREAS TRSFR TO FMFC	R	0/00/0000		6,570.44CR	000000	6,570.44
1169	SANDI ESPINOSA I-112221-SE	AUDITOR OFFICE SUPPLIES	R	0/00/0000		25.96CR	000000	25.96
1180	GREAT AMERICA LEASING I-30498347 I-30514031 I-30562950 I-30594343	CORP CSGD OFFICE COPIER SHERIFF OFFICE COPIER JP OFFICE COPIER CLERK OFFICE COPIER	R	0/00/0000 R 0/00/0000 R 0/00/0000 R 0/00/0000		175.08CR 227.20CR 68.77CR 299.56CR	000000 000000 000000 000000	770.61

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1182	SONORA TIRE SERVICE	SHERIFF VEHICLE MAINTENANCE	R	0/00/0000		92.00CR	000000	
	I-89566	PARK R/M SUPPLIES	R	0/00/0000		30.00CR	000000	
	I-89662	CEMETERY R/M SUPPLIES	R	0/00/0000		15.00CR	000000	137.00
	I-89724							
1186	SOUTHWEST TEXAS ELECTRIC COOP	SHERIFF RADIO TOWER	R	0/00/0000		44.18CR	000000	44.18
	I-3542001-102021							
1199	ICS	JAIL OPERATING SUPPLIES	R	0/00/0000		42.20CR	000000	
	I-W4816001	JAIL OPERATING SUPPLIES	R	0/00/0000		136.10CR	000000	
	I-W4880800	JAIL OPERATING SUPPLIES	R	0/00/0000		112.48CR	000000	
	I-W4880801	JAIL OPERATING SUPPLIES	R	0/00/0000		65.08CR	000000	355.86
	I-W4910000							
1227	TEXAS POLITICAL SUBDIVISION	EMPLOYEE BENEFIT WORKERS COMP	R	0/00/0000		9,109.00CR	000000	9,109.00
	I-5621							
1228	JOHN H STRAUCH	SHERIFF TOWER REPAIR	R	0/00/0000		198.00CR	000000	
	I-32727	SHERIFF TOWER REPAIR	R	0/00/0000		171.00CR	000000	369.00
	I-32741							
1231	TEXAS WILDLIFE DAMAGE MANAGEMENT	ANIMAL DAMAGE CONTROL PROG	R	0/00/0000		9,600.00CR	000000	9,600.00
	I-253185							
1233	THE CITY OF SONORA	LIBRARY	R	0/00/0000		140.97CR	000000	
	I-01010600-11302021	JAIL	R	0/00/0000		654.01CR	000000	
	I-01014000-103121	JAIL	R	0/00/0000		645.85CR	000000	
	I-01014000-113021	JAIL	R	0/00/0000		127.30CR	000000	
	I-02009603-112021	CSCD OFFICE	R	0/00/0000		219.37CR	000000	
	I-89005501-113021	PARK SLAB	R	0/00/0000		340.64CR	000000	
	I-89007000-112021	CITYC CENTER	R	0/00/0000		104.92CR	000000	
	I-89007300-112021	METAL YELLOW BUILDING	R	0/00/0000		41.94CR	000000	
	I-89007400-113021	PARK STORAGE BUILDING	R	0/00/0000		274.38CR	000000	2,549.38
	I-89008000-113021	PARK	R	0/00/0000				
1240	KE J CONTROL, INC	JAIL R/M SUPPLIES	R	0/00/0000		65.00CR	000000	
	I-133577	COURTHOUSE R/M SUPPLIES	R	0/00/0000		40.00CR	000000	
	I-133695	ANNEX R/M SUPPLIES	R	0/00/0000		50.00CR	000000	
	I-133696	JAIL R/M SUPPLIES	R	0/00/0000		65.00CR	000000	
	I-134178	LIBRARY R/M SUPPLIES	R	0/00/0000		40.00CR	000000	
	I-134241	CIVIC CENTER R/M SUPPLIES	R	0/00/0000		90.00CR	000000	350.00
	I-134477							





VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1274	VERIZON WIRELESS I-9893591389	CSCD WIRELESS SERVICE	R	0/00/0000		58.97CR	000000	58.97
1279	MASTERCARD CARD SERVICE CENTER I-0862-11112021 I-0862-11162021 I-0862-FURNITURE I-0862-INT 112021 I-0862-KV-CLOTHING I-0862-OPC SUPPLIES I-0862-OP SUPPLIES	DISPATCHER TRAINING REGIST SHERIFF PRISONER TRSRF FUEL SHERIFF OFFICE FURNITURE SHERIFF MISC INTEREST FEE JAILER CLOTHING ALLOWANCE SHERIFF OFFICE SUPPLIES JAIL OPERATING SUPPLIES	R	0/00/0000		250.00CR 104.55CR 269.94CR 21.42CR 41.56CR 39.24CR 50.92CR	000000 000000 000000 000000 000000 000000 000000	777.63
1280	MAURA WEINGART I-112421-BP I-120921-MCQUIRE	AUDITOR REIMB FOR POSTAGE AUDITOR REIMBURSE POSTAGE	R	0/00/0000		1.65CR 6.69CR	000000 000000	8.34
1282	MAYFIELD PAPER COMPANY I-3004668	CIVIC CENTER R/M (CR2989430)	R	0/00/0000		71.23CR	000000	71.23
1284	MCCRARY VESELKA BRAGG & ALLEN I-2444999 I-245000	JP DEBT COLLECTION JP DEBT COLLECTION	R	0/00/0000		10,809.30CR 177.00CR	000000 000000	10,986.30
1289	WEST TEXAS FIRE EXTINGUISHERS I-247372 I-247757	ANNEX R/M SUPPLIES JAIL R/M SUPPLIES	R	0/00/0000		58.11CR 110.00CR	000000 000000	168.11
1290	WEST TEXAS GAS INC I-377730-102021 I-3872365-102021 I-42845-102021 I-5095131-102021	LIBRARY COURTHOUSE ANNEX JAIL	R	0/00/0000		30.00CR 30.00CR 30.00CR 190.94CR	000000 000000 000000 000000	280.94
1295	XEROX CORPORATION I-014955222	NONDEPT COPIER/USAGE	R	0/00/0000		335.77CR	000000	335.77
1316	LOWES PAY AND SAVE I-119560-11109 I-119560-211123 I-119560-3611171 I-119560-3633163 I-119560-363356 I-119560-4211112 I-119560142210	JAIL FOOD JAIL FOOD JAIL FOOD JAIL FOOD JAIL FOOD JAIL FOOD JAIL FOOD	R	0/00/0000		79.36CR 149.38CR 87.10CR 23.92CR 181.79CR 6.24CR 143.73CR	000000 000000 000000 000000 000000 000000 000000	671.52

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1321	SUTTON CO APPELLATE	DISTRICT CLERK APPELLATE FEES	R	0/00/0000		5.00CR	000000	10.00
	I-111521-111921	DISTRICT CLERK APPELLATE FEES	R	0/00/0000		5.00CR	000000	
	I-112221-113021							
1323	PERDUE BRANDON FIELDER	COLLINS EMOTT LLP	R	0/00/0000		45.00CR	000000	271.62
	I-TAX06170	DISTRICT CLERK TITLE SEARCH	R	0/00/0000		226.62CR	000000	
	I-TAX06170-120121	DIST CLERKTITLE SEARCH REFUND						
1363	TEXAS PARK & WILDLIFE	DEPARTMENT	R	0/00/0000		3.40CR	000000	3.40
	I-DRT#2021-144376	TX PARKS/WILDLIFE EXPENSE						
1369	MIDEL, DR BRIAN	JAIL INMATE MEDICAL FEES	R	0/00/0000		198.25CR	000000	198.25
	I-13620-JM-110821							
1377	PAMELA THORP	CLERK TRAVEL EXPENSE	R	0/00/0000		374.68CR	000000	374.68
	I-111821-BURNETT							
1386	SNIDER TECHNOLOGY	CSCD COMPUTER	R	0/00/0000		1,398.95CR	000000	4,679.43
	I-26174	CLERK IT SERVICES	R	0/00/0000		735.00CR	000000	
	I-26584	JP TECHNOLOGY FUND	R	0/00/0000		1,099.00CR	000000	
	I-26585	LIBRARY IT SERVICES	R	0/00/0000		786.50CR	000000	
	I-26588	TAX ASSESSOR IT SERVICES	R	0/00/0000		150.00CR	000000	
	I-26590	JP IT SERVICES	R	0/00/0000		259.99CR	000000	
	I-26722	JP IT SERVICES	R	0/00/0000		99.99CR	000000	
	I-26723	COUNTY JUDGE PHONE REPAIRS	R	0/00/0000		150.00CR	000000	
	I-26742							
1389	DAVID MACIAS	SHF PRISONER TRANSPORT EXP	R	0/00/0000		93.73CR	000000	93.73
	I-111621-ALICE, TX							
1402	MARCOS GUAJARDO	SHERIFF DEPUTY SCHOOL	R	0/00/0000		36.00CR	000000	36.00
	I-111521-KIMBLE CO							
1403	CHAMBER OF COMMERCE	CIVIC CENTER SEC DEP REIMB REQ	R	0/00/0000		500.00CR	000000	500.00
	I-8701							
1409	SONORA MEDICAL CLINIC	JAIL INMATE MEDICAL FEES	R	0/00/0000		55.52CR	000000	421.08
	I-466613858	JAIL INMATE MEDICAL FEES	R	0/00/0000		84.59CR	000000	
	I-A61094	JAIL INMATE MEDICAL FEES	R	0/00/0000		137.71CR	000000	
	I-A61140	JAIL INMATE MEDICAL FEES	R	0/00/0000		43.87CR	000000	
	I-A61185	JAIL INMATE MEDICAL FEES	R	0/00/0000		99.39CR	000000	
	I-A61186							

PACKET: 02910 GENERAL FUND 12132021 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

VENDOR SET: 01  
 BANK : 10 GENERAL CASH

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1419	DEBORAH BROWN I-120321-DB	LIBRARY TRAINING EXPENSE	R	0/00/0000		117.82CR	000000	117.82
1421	MARIA MESA I-111921-SANGELO I-120821-MM	DISPATCHER TRAINING EXPENSE JAIL OPERATING SUPPLIES	R	0/00/0000		33.00CR 47.00CR	000000 000000	80.00
1430	PHARM HOUSE PIERCE SONORA I-333956 I-334114 I-338495 I-339073 I-339278 I-339965 I-340037	JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS JAIL INMATE MEDICATIONS	R	0/00/0000		19.47CR 51.99CR 6.00CR 6.00CR 42.88CR 14.11CR 51.99CR	000000 000000 000000 000000 000000 000000 000000	192.44
1432	INDIGENT HEALTHCARE SOLUTIONS, LTD I-72736	JAIL IHS SOFTWARE	R	0/00/0000		1,059.00CR	000000	1,059.00
1440	HCTC (HILL COUNTRY TELECOMMUNICATIONS I-3694200-122021 I-3695100-122021 I-3695400-122021 I-3695500-122021 I-3695600-122021 I-3695700-122021 I-3706300-122021 I-3786700-122021	AUDITOR, TREASURER, PHONE SYS CLERK OFFICE LIBRARY JP OFFICE TAX ASSESSOR OFFICE SHERIFF/JAIL CSCD OFFICE EXTENSION AGENT/H.E. AGENT	R	0/00/0000		778.86CR 129.95CR 71.81CR 145.45CR 259.60CR 337.68CR 145.45CR 101.41CR	000000 000000 000000 000000 000000 000000 000000 000000	1,970.21
1445	SINGLETON ASSOC: DBA I-2313982 I-2842404	EAGLE PARTNERS TX JAIL INMATE MEDICAL FEES JAIL INMATE MEDICAL FEES	R	0/00/0000		68.70CR 78.32CR	000000 000000	147.02
1469	CROCKETT COUNTY I-120321-KL INS	DIST ATTY SECRETARY INSURANCE	R	0/00/0000		1,077.02CR	000000	1,077.02
1489	TEXAS COMMUNICATIONS I-18365 I-18266	JP TECHNOLOGY FUND SHF RADAR JP TECHNOLOGY FUND SHF RADAR	R	0/00/0000		733.68CR 100.00CR	000000 000000	833.68
1492	AUTOMATIC FIRE PROTECTION, INC I-81001121	LIBRARY FIRE ALARM MONITOR SVC	R	0/00/0000		50.00CR	000000	50.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1494	TXU ENERGY	JAIL	R	0/00/0000		1,091.57CR	000000	
	I-69598898-112021	CEMETERY	R	0/00/0000		126.17CR	000000	
	I-69598919-112021	CIVIC CENTER	R	0/00/0000		763.68CR	000000	
	I-69598920-112021	SINALOA/LOMA ALTA	R	0/00/0000		377.00CR	000000	
	I-69598965-122021	PARK	R	0/00/0000		760.40CR	000000	3,118.82
	I-69639475-112021							
1495	VEXUS	DRIVERS LICENSE OFFICE	R	0/00/0000		8.48CR	000000	8.48
	I-019508401-113021							
1500	CIRA	JP TECHNOLOGY FOR EMAIL	R	0/00/0000		219.31CR	000000	219.31
	I-SOP015277							
1535	CAMILLA CUTBIRTH	BPU LODGING EXPENSES	R	0/00/0000		620.10CR	000000	620.10
	I-092421-CC							
1539	CENTURION TECHNOLOGIES	LIBRARY TECH SUPPORT	R	0/00/0000		120.00CR	000000	120.00
	I-QUOTE 7294							
1540	KAIJA VALKONEN	JAILER CLOTHING ALLOWANCE	R	0/00/0000		23.27CR	000000	23.27
	I-120221-CLOTHING AL							
1541	REENA MC GEE	SHP DISPATCHER SCHOOL EXPENSES	R	0/00/0000		107.03CR	000000	107.03
	I-111921-SANGELO							
1542	WATCH GUARD	JP TECHNOLOGY FUND	R	0/00/0000		465.00CR	000000	
	I-ACCTINV0033556	JP TECHNOLOGY FUND	R	0/00/0000		655.00CR	000000	1,120.00
	I-ACCTINV0033872							

\* \* \* T O T A L S \* \* \*

REGULAR CHECKS: 72 0.00 106,880.46 TOTAL APPLIED 106,880.46

HANDWRITTEN CHECKS: 0 0.00 0.00

PRE-WRITE CHECKS: 0 0.00 0.00

DRAFTS: 0 0.00 0.00

VOID CHECKS: 0 0.00 0.00

NON CHECKS: 0 0.00 0.00

CORRECTIONS: 0 0.00 0.00

REGISTER TOTALS: 72 0.00 106,880.46

PACKET: 02911 FMFC FUND 12132021 \*\*\*\*\* CHECK LISTING \*\*\*\*\*

VENDOR SET: 01 ROAD & BRIDGE - FMFC

BANK : 15

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1032	ANGELO BOLT & INDUSTRIAL SUPPLY I-598985	FMFC R/M SUPPLIES	R	0/00/0000		29.18CR	000000	29.18
1051	BENSON REPAIR I-B2879 I-B2904	FMFC REPAIRS FMFC REPAIRS	R	0/00/0000 0/00/0000		131.26CR 471.78CR	000000 000000	603.04
1054	PARKER LUMBER I-1809663 I-1817727 I-184919 I-1859253 I-1885769 I-1902470	FMFC OPERATING SUPPLIES FMFC OPERATING SUPPLIES FMFC OPERATING SUPPLIES FMFC R/M SUPPLIES FMFC R/M SUPPLIES FMFC OPERATING SUPPLIES	R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		22.99CR 26.26CR 12.57CR 2.29CR 59.98CR 2.79CR	000000 000000 000000 000000 000000 000000	126.88
1060	BILL WILLIAMS TIRE CENTER I-827947-00	FMFC REPAIRS	R	0/00/0000		481.80CR	000000	481.80
1067	BREWER REFRIGERATION I-364212	FMFC ICE MACHINE RENTAL	R	0/00/0000		160.00CR	000000	160.00
1129	DEVILS RIVER AUTO PARTS I-15338-89821 I-15338-89879 I-15338-89886 I-15338-89929 I-15338-89950 I-15338-89951 I-15338-89953 I-15338-89989 I-15338-90050 I-15338-90263 I-15338-90378 I-15338-90424 I-15338-90461 I-15338-90495 I-15338-90555	FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS FMFC REPAIRS	R	0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000 0/00/0000		49.06CR 53.75CR 23.78CR 26.37CR 16.26CR 27.62CR 11.07CR 19.98CR 6.22CR 11.76CR 22.77CR 95.21CR 41.32CR 17.68CR 44.03CR	000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000 000000	466.88
1141	REGAL OIL INC I-26-254986 I-26-256563	FMFC VEHICLE FUEL FMFC VEHICLE FUEL	R	0/00/0000 0/00/0000		4,173.58CR 4,811.96CR	000000 000000	8,985.54

VENDOR NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1182 SONORA TIRE SERVICE	FMFC REPAIRS	R	0/00/0000		136.00CR	000000	161.00
I-89657	FMFC REPAIRS	R	0/00/0000		25.00CR	000000	
I-89734							
1195 HOLT COMPANY OF TEXAS	FMFC REPAIRS	R	0/00/0000		60.78CR	000000	60.78
I-PIMN0033334							
1219 JET SPECIALTY, INC	FMFC REPAIRS	R	0/00/0000		561.09CR	000000	561.09
I-2229706							
1233 THE CITY OF SONORA	FMFC WAREHOUSE	R	0/00/0000		187.99CR	000000	187.99
I-09061000-113021							
1261 LEO'S TIRE SERVICE	FMFC REPAIRS	R	0/00/0000		52.00CR	000000	105.00
I-2748	FMFC REPAIRS	R	0/00/0000		53.00CR	000000	
I-3733							
1266 UNIFIRS HOLDING-II	FMFC EMPLOYEE UNIFORMS	R	0/00/0000		16.77CR	000000	
I-0314972	FMFC EMPLOYEE UNIFORMS	R	0/00/0000		16.77CR	000000	
I-0315378	FMFC EMPLOYEE UNIFORMS	R	0/00/0000		47.70CR	000000	81.24
I-0315782							
1290 WEST TEXAS GAS INC	FMFC WAREHOUSE	R	0/00/0000		30.00CR	000000	30.00
I-46332-102021							
1387 ERGON ASPHALT AND EMULSIONS, INC	FMFC MTRLS FOR RDS/BRDGS	R	0/00/0000		12,991.95CR	000000	12,991.95
I-9402522816-2							
1440 HCTC (HILL COUNTRY TELECOMMUNICATIONS	FMFC WAREHOUSE	R	0/00/0000		142.15CR	000000	142.15
I-3694900-122021							
1470 ABC HEAT & A/C	FMFC OPERATING SUPPLIES	R	0/00/0000		220.00CR	000000	220.00
I-21-517							

\* \* T O T A L S \* \*  
 REGULAR CHECKS: 17 NO# 0.00 DISCOUNTS 25,394.52 CHECK AMT 25,394.52 TOTAL APPLIED 25,394.52  
 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00  
 PRE-WRITE CHECKS: 0 0.00 0.00 0.00  
 DRAFTS: 0 0.00 0.00 0.00  
 VOID CHECKS: 0 0.00 0.00 0.00  
 NON CHECKS: 0 0.00 0.00 0.00  
 CORRECTIONS: 0 0.00 0.00 0.00  
 REGISTER TOTALS: 17 0.00 25,394.52 25,394.52

## PRIMARY JOINT RESOLUTION

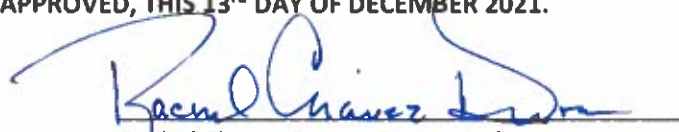
**WHEAREAS**, the Republican Party of Sutton County, Texas and the Texas Democratic Party on behalf of the Democratic Party of Sutton County, Texas, desire to enter into a 2022 Joint Primary Election Services Contract with the Sutton County Election Administrator/County Clerk as the County Election Officer.

**AND WHEREAS**, the Commissioners' Court of Sutton County, Texas desires to give authorization for said contract.

**NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS' COURT OF SUTTON COUNTY, TEXAS, THAT:**

Said Commissioners' Court authorizes a Joint Contract by and among, Ben Pool, Republican Sutton County Chair, Gilberto Hinojosa, Texas Democratic Party Chair represented by Rose Clouston and Pam Thorp, County Election Officer of Sutton County, Texas, for the conduct and supervision of the Sutton County Joint Primary Election on March 1, 2022 and the Sutton County Joint Primary Runoff Election if necessary.

**PASSED AND APPROVED, THIS 13<sup>rd</sup> DAY OF DECEMBER 2021.**

  
Rachel Chavez Duran, County Judge

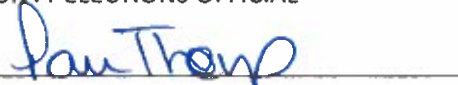
Sutton County REPUBLICAN PARTY

By:   
Ben Pool, County Chair

STATE DEMOCRATIC PARTY

By:   
Rose Clouston, Primary Director

COUNTY ELECTIONS OFFICIAL

  
Pam Thorp, Sutton County Election Administrator/Clerk

STATE OF TEXAS §

COUNTY OF SUTTON §

**ORDER RESTRICTING OUTDOOR BURNING**

WHEREAS, the Texas Forest Service, and or Sutton County Fire Chief has determined that drought conditions exist within the county;

WHEREAS, the Commissioners Court finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Sutton County that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court. This Order is adopted pursuant to Local Government Code 352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighter training; (2) public utility, natural gas pipeline or mining operation; (3) planting or harvesting of agricultural crops; or, (4) burns that are conducted by Edwards Plateau Prescribe Burning Association, National Resource Conservation Service and/or the Texas A&M Agricultural Experiment Station, or a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of ? Natural Resources Code.


IT IS ALSO HEREBY ORDERED AS TO Section 352.081 (e)(2) County Judge hereby designated as the officer authorized to determine whether circumstances no longer exist to prohibit outdoor burning, and the Judge may rescind this Order at such time.

All burns shall be reported prior to commencing said burns to the Sutton County Sheriff's Office, (325) 387-2288, together with the name of the landowner, location involved and expert to be on hand.

All burns shall also be reported prior to commencing to the Sutton County Fire Chief and the Sutton County Sheriff's office upon completion, the Sutton County Sheriff's office and Sutton County Fire Chief shall be notified.

In accordance with Local Government Code 352.081 (h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this the 13<sup>th</sup> day of December 2021, by vote of 4 ayes and 0 nays.

  
Rachel Chavez Duran  
Sutton County Judge

Attest:   
Pam Thorp (County Clerk)





December 13, 2021

Hon. Ms. Rachel C. Duran, County Judge  
Attention: Ms. Maura Weingart  
Sutton County Commissioners Court  
300 E. Oak, Suite 4  
Sonora, TX 76950  
(325) 387-5380 (O)  
auditor@suttoncounty.org

**Subject: Construction Materials Testing Services**  
A 40 x 60 Metal Building & 20' x 60' Carport  
Sonora, Sutton County, Texas  
MEG Proposal No. 05-21-136M

Dear Honorable Judge,

**Millennium Engineers Group, Inc. (MEG)** is pleased to submit this proposal for the subject project to offer our services for Construction Materials Testing as outlined below. This proposal, our proposed scope of services, and the estimated item quantities are based upon the project information provided to us by the CLIENT and/or authorized representative.

The estimated cost for services on this project is **\$8,567.35**

The estimate provided is preliminary in nature and is based upon our understanding of the project information provided to us. The cost is estimated without an understanding of the general contractor's construction schedule, construction sequence, scheduling, and changes in weather. Since it is difficult to provide an overall cost estimate for testing as indicated, we have provided a schedule of fees based upon the hourly and unit prices for our services. If there is any change in the project requirements provided to us from those mentioned below, please notify us of the changes and the estimate can be revised accordingly.

We appreciate the opportunity of submitting this proposal and look forward to working with you on the construction phase of this project. If there is any questions regarding the proposed scope of work please contact us at (956) 702-8500. Upon your authorization we will begin immediately on the services that you have requested. Please complete the attached Project Information Sheet in order for us to timely setup the project, prepare testing reports, and process monthly invoices.

Sincerely,  
**MILLENNIUM ENGINEERS GROUP, INC.**  
TBPE Firm No. F-3913

A handwritten signature in blue ink, appearing to read "AP", is placed over the typed name of the signatory.

Andres Palma, P.E.  
Materials Testing Manager



**SOILS (9 trips for subgrade & backfill testing at building pad & paving area - assumed 3.5' fill)**

Task	Qty.	Unit Rate	Estimated Cost
Atterberg Limits (each)	3	80.00	\$240.00
Percent Passing No. 200 Sieve (each)	3	60.00	\$180.00
Standard Proctor (each)	3	200.00	\$600.00
Nuclear density tests (each)	27	19.00	\$513.00
Field testing & observation (hourly)	56.25	47.00	\$2,643.75
Vehicle trips (each)	9	65.00	\$585.00
<b>Sub-Total (Soils)</b>			<b>\$4,761.75</b>

**CONCRETE (1 concrete pour inspections at building pads only)**

Task	Qty.	Unit Rate	Estimated Cost
Air Content (each)	1	16.00	\$16.00
Compressive Strength Tests (each)	4	17.00	\$68.00
Concrete Inspection & Testing Tech (hourly)	12	47.00	\$564.00
Vehicle Trip (each)	2	65.00	\$130.00
<b>Sub-Total (Concrete)</b>			<b>\$778.00</b>

**REINFORCING STEEL (1 trip for reinforcing steel inspection @both structures)**

Task	Qty.	Unit Rate	Estimated Cost
Reinforcing Steel Inspection (per hour)	10	52.00	\$520.00
Vehicle Trip (each)	1	65.00	\$65.00
<b>Sub-Total (Reinforcing Steel)</b>			<b>\$585.00</b>

**CERTIFIED WELDING (1 trip for certified welding inspections @ both structures)**

Task	Qty.	Unit Rate	Estimated Cost
Certified Welding Inspection (per hour)	10	90.00	\$900.00
Vehicle Trip (each)	1	65.00	\$65.00
<b>Sub-Total (Certified Welding)</b>			<b>\$965.00</b>

**PROJECT MANAGEMENT AND ADMINISTRATION**

Task	Qty.	Unit Rate	Estimated Cost
Project Management (hourly)	3.25	90.00	\$292.50
Project Engineer (hourly)	3.25	125.00	\$406.25
Report Prep. & Administration	1	778.85	\$778.85
<b>Sub-Total (Mgmt. &amp; Admin.)</b>			<b>\$1,477.60</b>

**Total Estimated Cost** **\$8,567.35**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours' notice
- Services provided outside of regular business hours as outlined in the Provisions section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.5 times the applicable unit rate.
- Minimum three (3) hour charge for engineering technician per trip. Minimum three (3) density tests per trip
- Upon request for services by owner, representative of owner, and/or construction team, MEG will assume that our proposal is authorized and will proceed with services, to not delay project. If these terms are not agreeable, please provide MEG written documentation prior to the request for services
- When invoices need to be delivered to a third party for review, the client shall notify MEG of this request, prior to the request for services. If this is not disclosed before the request for services, MEG shall charge administrative time to prepare, send, and deliver to the third party
- Unless otherwise notified, MEG assumes that the owner will be responsible for all of the project's invoices. If retests and/or cancellations are to be billed to another party, the owner shall notify MEG before the request for services. An administrative fee will incur with the separation of invoices
- Invoices are due and payable on receipt. Interest at the rate of 1 1/2% per month will be charged on all past-due amounts, unless not permitted by law.



## AUTHORIZATION FOR PROFESSIONAL SERVICES

Millennium Engineers Group, Inc. and CLIENT hereby agree to the terms and conditions of this proposal and have caused this agreement to be executed by their duly authorized officers and made effective as of the day and year of this agreement.

**Client:** Sutton County Commissioners Court      **Consultant:** Millennium Engineers Group, Inc.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: Andres Palma, P.E./ Manager

Date: \_\_\_\_\_

Date: December 13, 2021

<b>Please address invoices to:</b>	<b>Please address deliverables and notices to:</b>
	<b>Same as invoices: Yes / No, address to:</b>
<b>ATTN:</b>	<b>ATTN:</b>

All service reports will be transmitted electronically to the project distribution list as directed by our CLIENT on the attached **Project Information Sheet**. The Authorization for Professional Services does not relieve the signatory party of their responsibility to pay invoices as stated due upon receipt. The authorization of this form does not relieve the signatory party of their responsibility to pay MEG and proceed with their payment to MEG with no obligations, commitments, payment and/or review by another responsible party. It is the responsibility of the CLIENT to discuss these terms with MEG prior to the execution of this proposal. This proposal may be executed by signing the **Authorization for Professional Services** and returning a copy to MEG. Project initiation and set up may be expedited by emailing a copy to (meg@megengineers.com) or faxing a copy of the signed Authorization for Professional Services to (956) 702-4180.

Please mail original copies to:  
 Millennium Engineers Group, Inc., PO Box 4569, Edinburg, Texas 78540-4569.

**PLEASE SIGN AND RETURN THIS SHEET FOR AUTHORIZATION OF SERVICES AND PROJECT SETUP.**

---



**14. TERMINATION FOR NON-PAYMENT OF FEES**

MEG may terminate this contract by giving written notice if any MEG invoice remains unpaid for more than sixty (60) days. MEG's right to terminate this contract shall not be waived by MEG's continued performance during any period of investigation by MEG to determine the reasons for CLIENT's nonpayment.

**15. INDEMNIFICATION**

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless MEG, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom the CLIENT is legally liable. MEG agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, employees and subconsultants against all damages, liabilities or costs including reasonable attorney's fees and defense costs, to the extent caused by MEG's negligent acts in connection with the project and the acts of its representatives, contractors, subcontractors, or consultants or anyone for whom MEG is legally liable. Neither MEG nor the CLIENT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**16. DELAYS AND FORCE MAJEURE**

If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Authorization may be delayed. CLIENT shall not hold MEG responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the internet, MEG's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of MEG. In the event of such delays, the contract completion date shall be extended accordingly and the CLIENT shall pay MEG for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

**17. DATA AND INFORMATION**

CLIENT shall provide MEG all reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. MEG shall be entitled to rely upon the Project Information provided by the CLIENT or others and MEG assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against MEG, and agrees to defend, indemnify and hold MEG harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. MEG will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on MEG's data, interpretations or recommendations.

**18. INTELLECTUAL PROPERTY**

MEG shall own all Intellectual Property associated with the Services and the MEG Products, together with any modifications, updates or enhancements to said Intellectual Property. MEG grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to MEG any interest in any such Intellectual Property rights that notwithstanding or foregoing, would otherwise be deemed by law to vest in CLIENT.

**19. INFORMATION MANAGEMENT**

CLIENT acknowledges that electronic media is susceptible to unauthorized modifications, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, MEG's hardcopy shall prevail.

**20. ON-SITE RESPONSIBILITIES AND RISKS**

Unless otherwise agreed, CLIENT will furnish right of entry and obtain permits as required for MEG to perform the fieldwork. MEG will take reasonable precautions to minimize damage to land and other property caused in MEG's operations, but MEG has not included in the fee the cost of restoration of damage that may occur. If CLIENT desires MEG to restore the site to its former conditions and if MEG agrees to do so, MEG will undertake the repairs and add the cost to the fee.

**21. CONSTRUCTION OBSERVATION AND TESTING**

MEG does not guarantee the performance of, and shall have no responsibility for, the acts or omissions or health and safety procedures of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project. The CLIENT has not retained MEG to provide exhaustive or continuous project review and observation services. It is our understanding that testing will be scheduled by the CLIENT and MEG does not assume the responsibility for assuring all required tests are performed. The CLIENT understands that observation and testing are discrete sampling procedures, and that such procedures indicate conditions only found at the depth, location, and time the procedures were performed. The CLIENT understands that observation and testing are conducted to reduce and not eliminate project risk. The CLIENT agrees to the level or amount of testing performed and the associated risk. MEG shall not be responsible for the quality and completeness of CLIENT's contractor's work or their adherence to the project documents, and MEG's performance of testing and observation services shall not relieve the CLIENT's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.



Steel Building Systems & Components

Salesperson: Adam Frerich

Date: 10/12/2021

Job #:

Submittals

- Mueller Supplied Components Designed to meet TX Windstorm Criteria
Request for Express
See Additional Architectural Drawings
Request for Pre-Approved Custom

Customer Data

Customer: Sutton County
Cust. No:
Mail Address:
City, State, Zip: Sonora, TX 76950
Contact: Contact
Day Phone: -
Home Phone: -
Cell Phone: -
Fax: -
Email: teaffcarl@icloud.com

End User: Records storage
Name:
Jobsite Address:
City, State, Zip: Sonora, TX 76950
County: Sutton
General Contr:
Address:
City, State, Zip:
Customer Type: Retail

Building Details

Building Type: RF SS LT
Width: 40.000' Peak Offset: 20.000'
Length: 60.000'
Sidewall Bay Spacing: 3 @ 20.0000'

Eave Ht: 16.000'
Roof Slope: 1.000 in 12
Girt Type: ByPass
Front Side: 16.000'
Back Side: 16.000'
Roof Slope: 1.000 in 12
Girt Type: ByPass

Table with 6 columns: Frame ID, Frame Type\*, Col Type\*, Rafter Type\*, Frame Line, # Int Col's. Rows 1 and 2.

\* May change due to engineering requirements

Building Code (Provided by customer): Building Loads:

Design Code: IBC'12
Closed/Open: C
Exposure: C
Importance - Wind: 1.00
Site Class: D
Importance -Seismic: 1.00
Seismic Coefficient: 0.08
Importance - Snow: 1.00

Dead Load: 2.50 psf
Live Load: 20.00 psf
Load Reduction: Yes
Ground Snow: 0.00 psf
Collateral: 1.00 psf
Wind Load: 115.00 mph

Other Loads:

Crane Load? Yes No
Floor Load? Yes No
Parapet / Mansard? Yes No
(Attach Separate Data Sheet)

Stepped elevations or structures within 20 feet: Yes No

Building Use Classification: Standard Building
Description of building use: record storage

Frame Coating

Main Columns & Rafters
Red oxide
Hot-Dipped Galv'd

Purlins, Girts, Eave Struts
Red oxide
Pre-Galvanized
Hot-Dipped Galv'd

Door Framing
Red oxide
Pre-Galvanized
Hot-Dipped Galv'd

Base Angle
Red oxide
Pre-Galvanized
Hot-Dipped Galv'd

**End Frames****Base Condition****Wall Bracing**

	Left	Right			Roof:	<u>Bracing Details</u>
Expandable	<input type="radio"/>	<input type="radio"/>	● Angle			<u>Diagonal Bracing</u>
Non-Exp RF	<input checked="" type="radio"/>	<input type="radio"/>	● Trim		Left Endwall:	<u>Rigid Frame</u>
Std. Endwall	<input type="radio"/>	<input checked="" type="radio"/>	○ Channel		Front Sidewall:	<u>Panel Shear</u>
CF Endwall	<input type="radio"/>	<input type="radio"/>	○ Girt		Right Endwall:	<u>Panel Shear</u>
			○ GZ Base Fixtrue		Back Sidewall:	<u>Panel Shear</u>

**Framed Openings**

Note: Bolted Clips

<u>Wall</u>	<u>Bay</u>	<u>Open Width</u>	<u>Header Ht</u>	<u>Sill Ht</u>	<u>Offset</u>
Left Endwall	2	12.000'	12.000'	0.000'	2.000'
Right Endwall	1	12.000'	12.000'	0.000'	2.500'

\*Note on framed openings: Mueller, Inc will supply the necessary reinforcement to brace framed openings against necessary loadings. If the size of the framed openings are specified by the customer, Mueller, Inc will not be responsible for adaptability of fit-up of items installed in these framed openings other than stock overhead doors supplied by Mueller, Inc

**Purlin Extensions**

<u>Wall</u>	<u>Surface</u>	<u>Length</u>	<u>Soffit</u>
None			

**Eave Extensions and Canopies**

<u>Wall</u>	<u>Bay St</u>	<u>Bay End</u>	<u>Height</u>	<u>Width</u>	<u>Slope</u>	<u>Soffit</u>
None						

**Open walls:**

\*Note: All open walls will contain necessary columns unless otherwise noted.

Left Endwall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Right Endwall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Front Sidewall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Back Sidewall:	<input type="radio"/> Yes	<input checked="" type="radio"/> No

**Partial Walls and Wainscot:**

<u>Wall</u>	<u>Wainscot</u>	<u>Bay Start</u>	<u>Bay End</u>	<u>Open Height</u>	<u>Base</u>	<u>Full Load</u>
None						

**Liner Panel**

<u>Location</u>	<u>Start</u>	<u>End</u>	<u>Height</u>
None			

**Sheets & Trim**

<u>Location</u>	<u>Color</u>	<u>Panel</u>	<u>Gauge</u>	<u>Quality</u>	<u>Trim</u>
Roof	Galvalume Plus	PBR	26	20 Yr.	Gable: <u>White</u>
Walls	Lt Stone	R	26	30 Yr.	Eave: <u>White</u>
Soffit	---				Corner: <u>White</u>
Roof Liner	---				Jamb: <u>White</u>
Wall Liner	---				Liner: <u>---</u>
Wainscot	---				Wainscot: <u>---</u>

\* see specific details at www.muellerinc.com.

**Fasteners**

<u>Roof</u>	<u>Walls</u>	<u>Soffit</u>
Panel: <u>TEK1.25</u>	Panel: <u>TEK1.25</u>	Panel: <u>--</u>
Lap: <u>LAPTEK</u>	Lap: <u>LAPTEK</u>	Lap: <u>--</u>
Type: <u>Plated</u>	Type: <u>Painted</u>	Type: <u>--</u>

**Ridge Covering**

- Peak Sheets
- Ridge Roll

**Eave Condition**

Front Sidewall

- Gutter & 3 Downspouts
- Eave Trim

Back Sidewall

- Gutter & 3 Downspouts
- Eave Trim

**Accessories**

**\*\* All accessories need to be applied to the base price as shown on the pricing page. \*\***

	<u>Item Description</u>	<u>Quantity</u>	<u>Price</u>		
Alt 1:	1/4 X 1 1/2 DRIVE PIN	80	included	Accept	Decline
Alt 2:	STANDARD LOCKSET	2	included	Accept	Decline
Alt 3:	WD: 4X7 DOOR WHT W/LKS CUTOUT	2	included	Accept	Decline
Alt 4:	WD: 8 1/4" X 4'X 7' WHT KERF FRAME	2	included	Accept	Decline
			\$0.00		

Estimated Weight of Building: **14,874 lbs.**

(Subject to change after the building is Engineered and Detailed)

**Special Requirements:**

includes 20x60 self supported weld up carport

**Notes: Anchor Bolts are included with this Quotation.**

**Estimated Base Building Price:**

(FOB Ballinger TX, Accessories and Taxes are not included)

Accessories	<b>included</b>
Estimated Delivery Charge to Destination	<b>included</b>
Total without Tax	<b>\$42,895.00</b>
Estimated Tax ( 0.00% )	<b>\$0.00</b>
Estimated Total with Delivery and Tax *	<b>\$42,895.00</b>
Required Deposit:	<b>\$0.00</b>
Estimated Balance Due per Terms & Agreement	<b>\$42,895.00</b>

\* Including tax if applicable

Delivery Option:  Direct Ship  Drop Ship  Branch Delivery  Common Carrier  
 Will Call

- This price includes the engineered drawings for the building described as part of this agreement.
- Any revisions are subject to additional costs.
- Quoted prices will be honored for 14 days unless specified otherwise by Mueller.
- Changes to orders will incur price adjustments reflecting changes to the scope of work and price of steel increases.
- Changes (change orders) applied to this Purchase Agreement will incur monetary changes, including but not limited to changes in scope of work and price of steel increases.
- Order pricing will be subject to price of steel increases if Customer delays Mueller's performance or if Customer does not take receipt of the materials within 30 days of the ready-to-ship or pick-up date.

**Schedule Dates:**

Approval Drawings Sent Week Of: \_\_\_\_\_

Returned: \_\_\_\_\_

Approval Drawings must be returned "Approved" within 10 business days to maintain schedule. Anchor bolts (if included) will be sent after final approval of drawings

Building Delivery Week Of: \_\_\_\_\_

Notes: Any specification changes may void this Purchase Agreement. This purchase agreement is void without the signatures of the customer and Mueller Representative. The above dates are valid only if this agreement and deposit are returned within 5 working days from this date:



- 1) **Mueller:** When the word "Mueller" is used in this document, it shall be construed to mean Mueller, Inc.
- 2) **Mueller's Scope of Work:** Mueller is a manufacturer and the supplier of the materials contained in this Order Document. Mueller is not the General or Prime Contractor of any work performed and does not provide any installation or erection services. If an Engineer of Record is needed for the project, Buyer understands that Mueller is not the Engineer of Record or Design Professional in Charge responsible for Buyer's project.
- 3) **Value+ Buildings:** While Mueller assisted Buyer in the design of Buyers's Value+ Building/s, Mueller has contracted with ACT Building Systems to provide the engineering and detailing for Mueller's Value+ Line of buildings. ACT Building Systems has retained the services of professional engineers as independent contractors who are responsible for the structural design of the building as detailed on the engineer sealed drawings provided through ACT. Neither Mueller, ACT Building Systems, nor the independent-contractor engineer providing the engineer seal drawings is the Engineer of Record or Design Professional in Charge responsible for Buyer's Project.
- 4) **Storage Buildings:** For engineered storage buildings, Mueller may use independent, third-party, professional engineers who are responsible for all engineering services including, but not limited to, the steel design and engineer sealed drawings. Neither Mueller nor any such third-party engineer is the Engineer of Record or Design Professional in Charge responsible for Buyer's Project.
- 5) **Material To Be Furnished:** This Order Document covers only items specifically set out in this document. In the event of conflict between drawings, specifications, and this document, only material listed herein will be furnished. All materials furnished are to be governed by Mueller specifications. All other material furnished will be at extra charge. Due to a program of continuing improvement, product literature and specifications are subject to change without notice.
- 6) **Taxes:** Except as otherwise expressly provided herein, all excise, privilege, occupation, sales, use, personal property, and other taxes applicable to the sale, purchase, construction, use or ownership of any of Mueller's products and/or work provided herein, and for which Mueller shall be liable to collect or pay, shall be added to the Order Document and shall be paid by Buyer. Buyer further agrees to indemnify and hold harmless Mueller if Mueller is found responsible for any state or federal taxes owed by Buyer.
- 7) **Freight:** Freight is "F.O.B. Jobsite". Delivery as scheduled, as much as practical, at the convenience of the Buyer. Buyer assumes full responsibility for furnishing Mueller adequate access to construction site, if in the opinion of the driver, it is impractical to reach the Project site to off load, the point of delivery shall be that place where, in the opinion of the driver, off loading may reasonably proceed. If driver decides it is impractical or unsafe to reach the Project site, Mueller will contact Buyer in a timely fashion to coordinate an alternative solution.
- 8) **Inspection, Shortages, and Damages:** Buyer shall have two (2) weeks following Buyer's receipt of the materials to inspect and report to Mueller in writing any defective or missing materials. Following this inspection period, Buyer is deemed to have accepted all materials not rejected or reported missing. Buyer's acceptance does not affect Mueller's obligations under Mueller's Standard Warranties and does not apply to materials later found to have latent defects, defined as defects unable to be identified by visual inspection during the inspection period. It is agreed that claims for errors, shortages, imperfections, and deficiencies will not be entertained by Mueller unless made in writing to the appropriate sales department of Mueller within two (2) weeks after receipt of goods, and Mueller shall not in any event be liable for labor charges or consequential damages from any claimed defective materials. Buyer agrees that no back charges or offsets of any kind will be taken without Mueller's written consent.
- 9) **WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW MUELLER MAKES NO WARRANTIES EXCEPT THE WARRANTIES CONTAINED IN MUELLER'S STANDARD WARRANTIES. MUELLER'S STANDARD WARRANTIES ARE FOUND ON MUELLER'S WEBSITE. THE APPLICABLE WARRANTIES ARE THOSE IN EFFECT AT THE TIME OF THIS AGREEMENT. MUELLER'S LIABILITY IS LIMITED AS SET FORTH ON ITS STANDARD WARRANTIES, AND UNDER NO CIRCUMSTANCES SHALL MUELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. MUELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED BY MUELLER AND WAIVED BY BUYER. MUELLER MAY DELIVER, BY SEPARATE DOCUMENT, CERTAIN LIMITED WARRANTIES TO BUYER, WHICH LIMITED WARRANTIES MUST BE SIGNED BY BOTH MUELLER AND BUYER PRIOR TO OR AT THE TIME OF DELIVERY TO**
- 10) **Delay by Mueller:** Mueller shall not be liable for any direct, consequential, or liquidated damages including loss of use which Buyer may suffer by reason of Mueller's delays in the performance of this agreement resulting from circumstances beyond Mueller's reasonable control.
- 11) **Delay by Buyer:** In the event Buyer delays delivery or otherwise delays Mueller's performance by more than thirty (30) days, Mueller may re-price the materials to current market conditions to account for any price increases in materials. In the event Buyer delays delivery or fails to take possession of the materials by the agreed upon date, Buyer agrees that material stored at Mueller is subject to deterioration due to the effects of weather and such deterioration is not cause for rejection.
- 12) **Change Orders:** In the event Buyer issues or incurs any change orders, Buyer understands and agrees that Mueller's performance may be delayed and the price may increase.
- 13) **Force Majeure Event:** Neither Mueller nor the Buyer shall be liable for any delay in or inability to complete the performance of the Agreement because of unforeseen circumstances beyond their respective control, such as acts of God, industrial conflicts (including without limitation strikes, lockouts, and work interruptions), cyberattacks, government rules, regulations, suspensions or requisitions of any kind, fires, casualties or accidents. Either party affected by a Force Majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the Force Majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect.
- 14) **Insurance:** Mueller agrees to carry Workman's Compensation insurance as required by the laws of the State where Mueller's work is performed. Mueller agrees to carry Workman's Compensation insurance and Comprehensive General Liability insurance, including Property Damage, and Automobile Liability, covering the work performed by Mueller. Certificates of insurance coverage will be forwarded upon request. All other forms of insurance for the Project will be carried by Buyer or Buyer's contractor/s, unless otherwise agreed in writing.

- 15) **INDEMNITY:** TO THE FULLEST EXTENT ALLOWED BY LAW, BUYER AGREES TO DEFEND AND INDEMNIFY MUELLER FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING CLAIMS FOR THE LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR PERSONAL INJURY, INCLUDING CLAIMS FOR WRONGFUL DEATH, ARISING FROM BUYER'S REAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR BREACH OF THIS AGREEMENT. THIS OBLIGATION TO DEFEND AND INDEMNIFY APPLIES REGARDLESS OF WHETHER IT IS CLAIMED THE DAMAGES WERE CAUSED BY THE COMPARATIVE NEGLIGENCE OF MUELLER.
- 16) **Limitation of Liability:** In no event shall either party, Mueller or Buyer, be liable to the other party for any indirect, consequential, special, incidental, punitive or any other damages, or for any lost profits or business interruption of any kind or nature whatsoever. If Buyer's project involves retrofit materials or materials extending any existing structures and/or labor are supplied hereunder, Mueller's negligence shall not include anything which results from transfer of any load to the existing structure.
- 17) **Credit:** Reasonable doubt on the part of Mueller of Buyer's financial responsibility shall entitle Mueller to stop operations, decline shipment, withhold delivery of any material in transit, or to exercise any other rights or remedies Mueller possesses in law and/or equity, without liability whatsoever to Mueller, until Buyer has paid for all material referred to in this proposal, or satisfied Mueller of its financial responsibility. It is further agreed that Buyer will pay all costs of collecting, securing, or attempting to collect or secure any indebtedness which may be hereunder, including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. Should Buyer fail to make payment upon terms designated by Mueller, a penalty of 1 ¼ percent per month shall be levied, based on the balance of any invoice resulting from this Order Document or approved change orders. If state law prohibits this rate, the interest charged in the annual percentage rate will be the maximum allowed by state law. Payment for all materials delivered shall become due immediately upon delivery in accordance with the terms stated within this Order Document. In the event payment terms are not stated within this Order document, payment for all material becomes due on delivery.
- 18) **Code Compliance:** Buyer agrees that it will be Buyer's responsibility to ensure that any building ordered from Mueller meets the local codes or applicable regulations. Mueller only warrants that the buildings will meet specific loads outlined in the Order Document. Buyer understands that Mueller's engineer is not the Engineer of Record. Mueller reserves the right to change design or make structural substitutions of material which do not materially affect the strength or structural integrity of the building(s) purchased under this proposal. The "Design Practice" section of the MBMA Manual, 2012 edition (or most recent edition at the time of the contract), may be used as a general reference guide for clarification and interpretation of design load application.
- 19) **Acceptance and Cancellation:** Upon Buyer's signature, this proposal will become a Contract and final expression of agreement between Buyer and Mueller relating to the materials and/or work herein proposed to be sold. This Order Document cannot be modified except in writing signed by both parties. In the event of modification of this Order Document, any such modification shall be deemed to include all provisions of this Order Document.
- 20) **Assignment:** Neither party shall assign this Order Document or sublet it as a whole without written consent of both parties.
- 21) **Enforcement:** In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any reason be held to be unenforceable in any respect, such unenforceability shall not affect any of the provisions of this agreement, but this agreement shall be construed as if such unenforceable provisions have never been contained herein. All questions of enforceability and interpretation which may arise under this agreement shall be construed in accordance with and determined by the provisions of the Uniform Commercial Code.
- 22) **Entire Agreement:** This writing is intended by the parties as a final expression of their agreement, and it is intended also as a complete and exclusive statement of terms of their agreement and replaces any prior written or verbal agreement. No purchase order issued in conjunction with this order shall be binding unless specifically agreed to in writing by a Mueller Manager.
- 23) **Special Inspection:** Proposal and Contract contains no provision for third-party inspections by outside parties. If a third-party fabrication inspection is requested by Buyer, Mueller must be notified a minimum of four (4) weeks prior to the scheduled delivery date so that the inspection can be accommodated. Field inspections of any nature are not within the scope of work of this order.
- 24) **Governing Law and Venue:** The Order Document shall be governed by and construed in accordance with the laws of the State of Texas. For products purchased in Texas, each party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the jurisdiction of and venue in the courts of the Tom Green County, Texas, for the confirmation and enforcement of any arbitration award or for any litigation which may arise out of or be related to the Order Document, or any other agreement related hereto; for products purchased outside Texas, venue is proper for either Tom Green County or the United States District Court for the Northern District of Texas
- 25) The primer coating on fabricated frame components is not a finished painted coat. Cosmetic complaints, such as scratching, marring, blotching, bare spots or runs, should be expected and are not grounds for rejection. Additional primer to recoat affected areas is available upon request.

End of Terms & Conditions

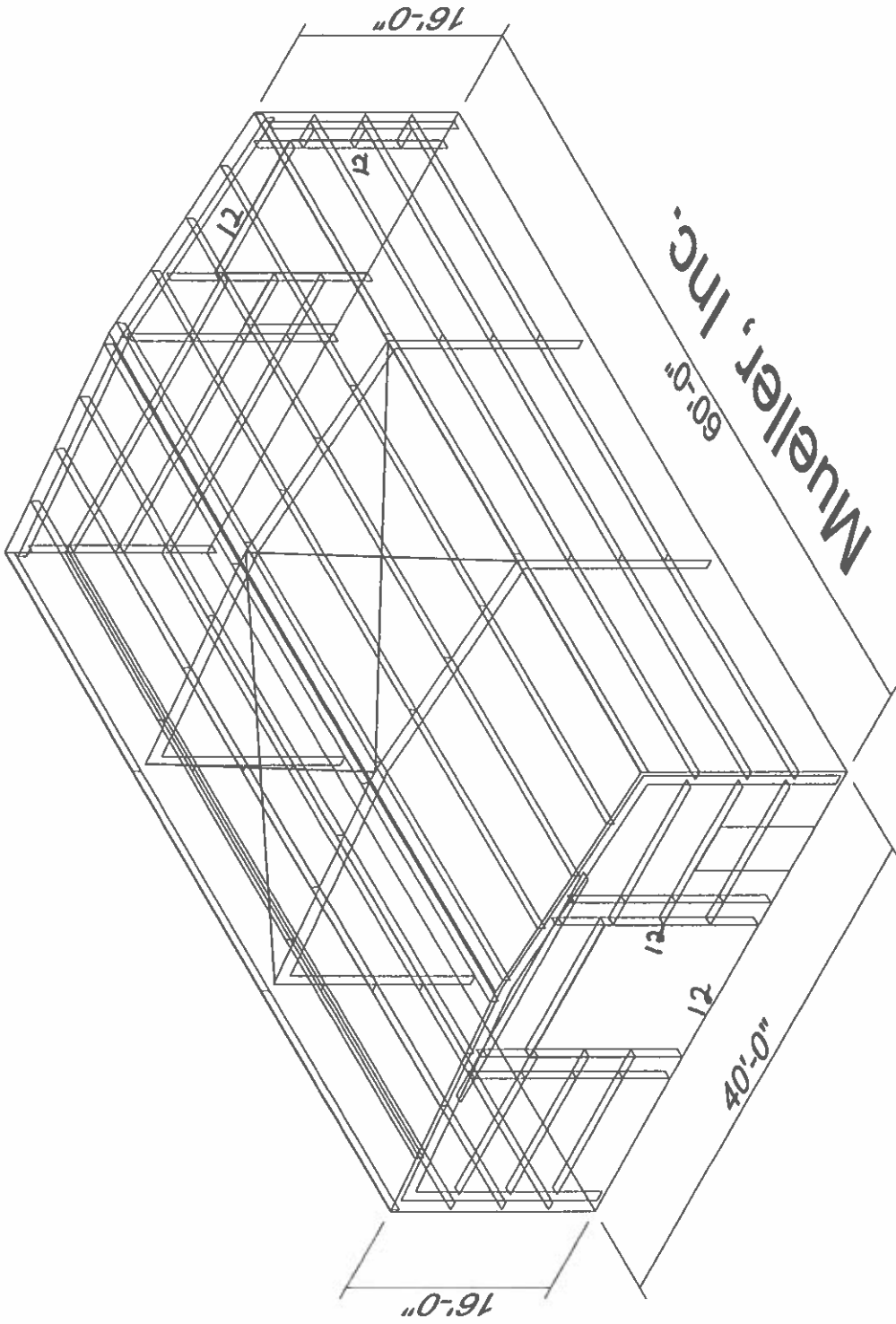
Buyer understands that by signing below, it accepts this Agreement, and its terms and conditions become legally binding on Buyer at the time of Seller's acceptance. Prior to accepting this Agreement, Seller encourages Buyer to carefully review this Agreement and, if desired, consult professional legal counsel. Prior to Buyer's acceptance of this Agreement, Seller also encourages Buyer to contest and negotiate with Seller any terms or conditions of this Agreement that Buyer deems objectionable or unacceptable.

This Agreement entered into as of the day and year first written above by:

**BUYER:**

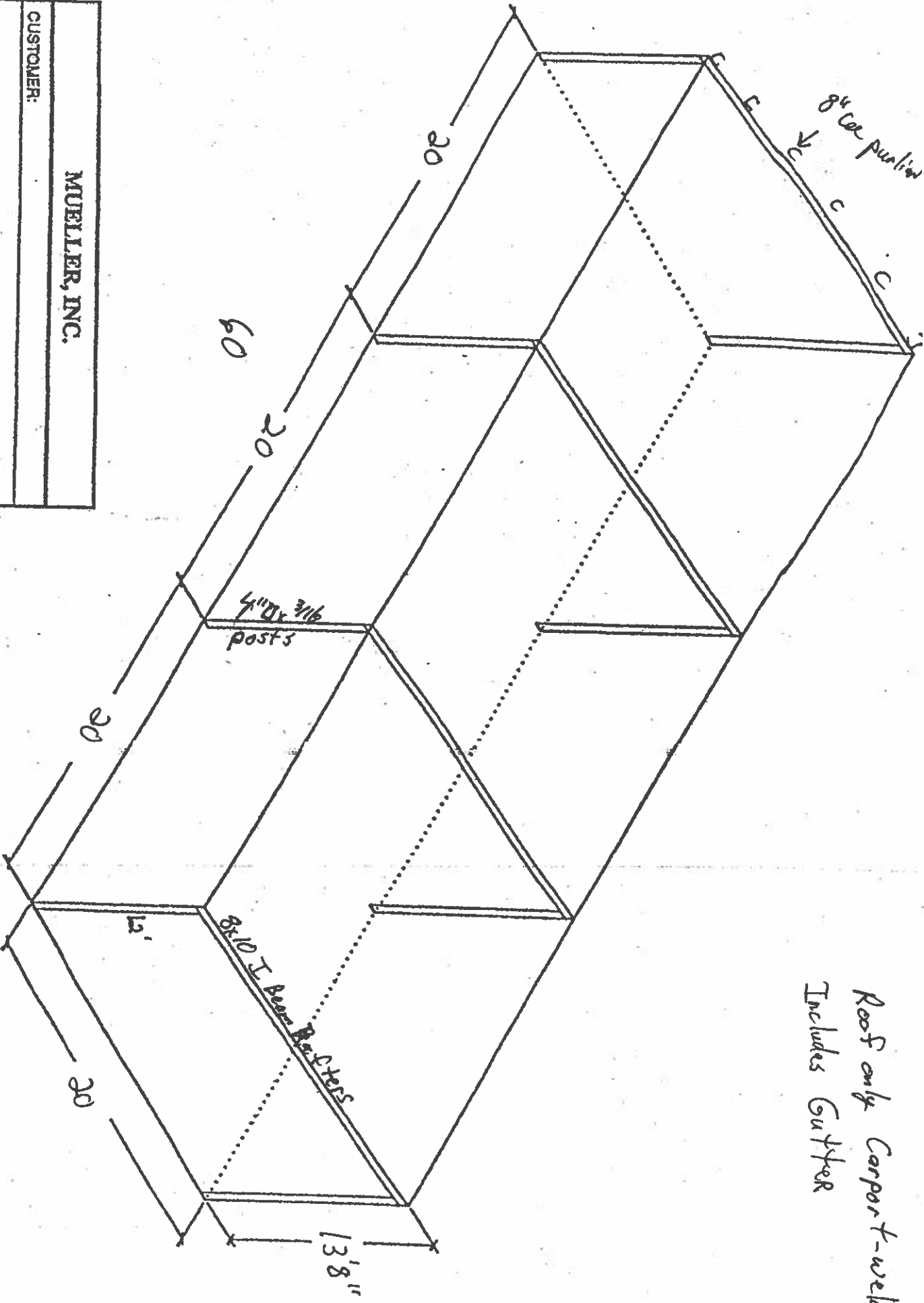
\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
MBS Version: 10/11/2021



Unless noted, drawings are for conceptual purposes only.  
 Please review for building dimensions and framed openings accuracy.  
 All other aspects such as wall girt and roof purlin spacing, wind  
 bracing locations, etc. may change during engineered design unless  
 noted in the "Special Requirements" section of the contract.

MUELLER, INC.	
CUSTOMER:	
SALESMAN:	
DATE:	SCALE:
ROOF PITCH:	



MUELLER, INC.  
Galvalume®  
Twenty Year Limited Warranty

*Roof sheet  
warranty*

Warranty Coverage

Mueller, Inc. warrants to the original buyer (Customer) that its hot dipped aluminum-zinc alloy coated Galvalume® building parts will not as a result of corrosion, rupture, fail structurally, or perforate, for a period of twenty (20) years from the date of purchase. Mueller will provide or pay for material reasonably necessary to replace, repair or repaint the non-conforming building part, at Mueller's option. Labor costs are not included under this Warranty.

Mueller warrants no other aspect, quality, characteristic, use or benefit of the building parts, except as stated herein, and only upon the terms and conditions stated herein.

**MUELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; PROVIDED HOWEVER, THAT ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTIES AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IF ANY, THAT BY LAW MIGHT ACCOMPANY THIS PRODUCT BY VIRTUE OF PERSONAL, FAMILY OR HOUSEHOLD USE THEREOF, IS HEREBY EXPRESSLY LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY MADE HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.**

**OTHER THAN AS STATED HEREIN, THE PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS".**

Exceptions to Coverage

This Warranty does not apply to circumstances not under Mueller's control, including but not limited to:

1. Galvalume Plus has no uniformity of appearance guarantee. Each individual sheet, even upon delivery, may have a different color, gloss, sheen, texture or spangled appearance. If uniformity of appearance is required, a painted product is required.
2. Fire or other casualty or physical damage;
3. Unusual harmful fumes or foreign substances in the air;
4. Areas within 1,000 meters of salt water marine atmospheres, or repeated spraying of either salt, fresh or brackish water;
5. Improper shipment, storage, installation, construction or handling;
6. Cosmetic effects caused by handling Galvalume® coated products such as fingerprinting, foot marks or rub spots.
7. Inconsistent shading or coloring between sheets or within a sheet.
8. Cosmetic effects, appearing as discoloration or yellowing, caused by photo degrading or aging of the protective clear acrylic topcoat. The acrylic coating is designed to provide temporary surface protection and completely degrade within three years of sunlight exposure. Differences in coating thickness or differences in exposure directions of the roof will result in different rates of the photo degradation of the acrylic finish and hence different colors may form on each panel independently.
9. Galvanic reactions caused by direct contact of dissimilar metals, or parts in direct

contact with cement, dirt, wet insulation, or other such elements that result in galvanic corrosion or "edge creep".

10. Parts that are not erected within 30 days of invoice.
11. Parts with obvious visual defects, such as but not limited to, oil canning, edge wave, holes and saw toothed edges that are installed. These parts should be replaced prior to erecting.

#### Making Claims

In the event of a Warranty claim, Customer must notify Mueller by contacting the Mueller branch from which the product was purchased in writing within 30 days of the discovery of the alleged defect, and provide a copy of this Warranty. Mueller shall investigate the failure, and Customer shall provide access to the building location and such other cooperation and assistance as needed in determining the exact cause of the failure. Mueller, in its sole discretion, will determine the validity of the Warranty claim, and the adequate remedy, including repair, replacement or repainting the affected part. Mueller will provide the remedy within 180 days from the date of notification. If repainting is the appropriate remedy, Mueller will provide for normal painting practices using a utility paint or other suitable alternative. This Warranty will apply to the parts that were repainted, repaired or replaced, but only for the unexpired portion of the Warranty applicable to the original parts. Failure to comply with these procedures by customer shall void this Warranty.

#### Limitation of Remedies

Mueller has no other liability for panels or other building parts except for the Galvalume® coated products as described herein. This Warranty is only for the original purchaser of the product and is not assignable. This Warranty applies only to products sold by Mueller and used on property located within the continental United States. This Warranty is the full and complete agreement of the parties and shall not be modified, altered, transferred or extended, unless in writing and signed by Mueller.

**CUSTOMER HAS NO OTHER REMEDY, AND MUELLER IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COSTS OF CAPITAL, COSTS OF PURCHASE OR REPLACEMENT OF OTHER GOODS, OR CLAIMS FOR BUSINESS OR SERVICE INTERRUPTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.**

Any controversy or claim arising out of or relating to this warranty shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Ballinger, Runnels County, Texas, or at such other location as designated by Mueller.

Customer accepts this Limited Warranty and acknowledges its receipt by signing below. The signed Warranty must be retained by Customer and presented to Mueller upon making a Warranty claim.

This Warranty gives specific legal rights and Customer may also have other rights, which vary from state to state.

Always wear appropriate safety gear to protect yourself from sharp edges and other hazards.

Issued to: \_\_\_\_\_

address: \_\_\_\_\_

Mueller, Inc. sales order: # \_\_\_\_\_ Date: \_\_\_\_\_ This Warranty applies only to those items within this sales order, which reference this Warranty class

G201107

Galvalume is a registered Trademark of BIEC International, Inc.

trim and wall sheets  
warranty

**AkzoNobel**

July 2, 2020

## AKZO NOBEL LIQUID COATINGS FOR COIL COAT APPLICATION LIMITED WARRANTY

AKZO NOBEL COATINGS INC. ("AKZONOBEL") extends the following limited paint warranty to MUELLER INC. ("CUSTOMER") for the products ("COATING") called out in the attached Product Warranty Terms and Measurement Table ("PRODUCT TABLE") for use in coating coils of metal to create pre-painted metal to be fabricated into formed panels by CUSTOMER for use in cladding of buildings or equipment or as functional or decorative accessories with either interior or exterior applications in the United States and Canada. This is not a corrosion warranty.

### SECTION A: LIMITED WARRANTY

AKZONOBEL warrants that COATING will conform to the performance standards listed below ("Limited Warranty"), with duration from date of installation and measurement standards as called out in the attached Product Table, provided all conditions of this Limited Warranty are met:

1. COATING will not peel, flake or otherwise lose adhesion ("Film Integrity") to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered standard – such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. *Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions.*
2. COATING will not change color ("Color Fade") more than the level called out in Product Table when measured per ASTM D 2244 on clean surfaces after removing dirt, other surface deposits and chalk per ASTM D 3964. It is understood that color change may not be uniform if the surfaces are not equally exposed to solar radiation and other elements; and
3. COATING will not chalk ("Chalk") more than the rating called out in Product Table when measured per ASTM D 4214, Method A.

Certain bright, saturated, non-standard colors are not attainable without using formulations that are more susceptible to the effects of outdoor weathering, and as such will carry reduced warranty coverage. AKZONOBEL will inform you in writing at the time of color matching if the color is subject to reduced warranty coverage.

### SECTION B: REMEDY

If AKZONOBEL's COATING fails to comply with the Limited Warranty, AKZONOBEL, at our option, will refinish; replace; or refund the original unit purchase price (appropriate documentation required), for the defective portion of the installation exhibiting the conditions described above ("Warranty Benefits"). Any refinishing of the defective portion shall be done in accordance with standard industry practice to provide a uniform appearance with the remainder of the installation. Any refund provided in lieu of refinish or replacement will only be paid out upon receipt from CUSTOMER or its customer of a full and final written release of AKZONOBEL from any further liability for the affected portion of the field claim. This Warranty will continue to apply to any affected portion that is repainted or replaced under this Limited Warranty, but only for the unexpired portion of the Limited Warranty period applicable to the original coated affected portion.

### SECTION C: LIMITED WARRANTY EXCLUSIONS

AKZONOBEL cannot and does not control the circumstances of application of COATING. Therefore, this Limited Warranty only applies when COATING is applied as part of a complete AKZONOBEL system. A complete AKZONOBEL system means a COATING topcoat applied onto *properly cleaned and pretreated* metal which has been primed with an approved AKZONOBEL primer on both sides of the metal sheet, and which has been coated with an approved AKZONOBEL backer coating on the reverse side, all per specifications on the AKZONOBEL Product Data Sheet. AKZONOBEL does not warrant the use of COATING topcoats with non-AKZONOBEL coatings or when mixing of different products, (e.g., different product codes, different formulations, different qualities, etc.) on the same project when installed in a manner where weathering differences are visually noticeable. Warranty Benefits are only available for complete AKZONOBEL coatings systems.

This Limited Warranty does not apply to other causes of degradation, including:

1. Failures or damage resulting from under-film or edge corrosion, or failure or defects of the metal substrate including corrosion, or the development of any other condition between the coating and the substrate including any failure or deficiency in the pretreatment;
2. Acts of God, falling objects, explosions, fire, external forces or other circumstances beyond our control;
3. COATING which is applied to aluminum, ZAM®, Galfan®, Galvalume® steel, or galvanized steel that is not free from any defect materially affecting appearance or serviceability as defined per industry standards for the material grade specified;
4. COATING which is not applied in accordance with good practice in the coil coating industry, including proper cleaning and pretreatment of the substrate, and in accordance with parameters specified on the AKZONOBEL Product Data Sheet;
5. Mishandling of any substrate coated with COATING, including abuse, modification, improper fabrication, storage or use;
6. COATING which has been damaged due to moisture entrapment in bundles and between the masking and paint finish during transit, storage, or at construction site;
7. Failure to properly clean and remove organic debris including but not limited to tree leaves, tree limbs, pine needles, dirt, fungus, moss;
8. COATING that has been stored/installed in such a way that allows contact with animals or animal waste;
9. COATING which has suffered scratching or abrasion or impact by a hard object or has been damaged by abrasive or chemical cleaners;
10. COATING which has been stored or installed in a way which allows standing water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease or high humidity);
11. Significant differences in insulation below coated metal panel;
12. Where materials / items are permanently attached / adhered to the product;
13. Where mixing of lots (i.e. different line runs, different batches of COATING) occur on the same building plane (i.e. same door, wall, or roof).



## **SECTION D: CUSTOMER'S OBLIGATIONS**

To receive Warranty Benefits under this Limited Warranty, CUSTOMER must:

1. Advise AKZONOBEL in writing of any claimed violation of this Limited Warranty within thirty (30) days of receiving notice thereof; and
2. Promptly afford AKZONOBEL the opportunity to inspect the installation/defective metal parts; and
3. Provide documentation to AKZONOBEL as AKZONOBEL deems necessary to confirm CUSTOMER's complaint, including original owner's proof of purchase, records sufficient to identify the batch number and application date of the COATING and coating system involved, production records, quality control records from the coater showing compliance with AKZONOBEL application specifications and the results of tests required by those specifications. CUSTOMER must maintain this information for a period of no less than two (2) years beyond the longest period of coverage for COATING and said records shall be available to AKZONOBEL upon request.; and
4. Require the coil coater to send AKZONOBEL two (2) representative samples (each 12" x 12") of metal coated with each batch of COATING (as identified by batch number) promptly following its coating, identifying the number of the coil, the area(s) of coater color color measurement, the date of the coating, the COATING batch number applied, the type of substrate, the type of pretreatment and sealer and the name of the party who will fabricate the coil into building construction products; and
5. Maintain records for the duration of the limited warranty coverage that will identify the master coil number for each building erected in the field and shall make such records available to AKZONOBEL.

## **SECTION E: EXCLUSION OF OTHER WARRANTIES / LIMITATION OF LIABILITIES**

Except for this Limited Warranty, AKZONOBEL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, OR FREEDOM FROM PATENT INFRINGEMENT.

Except as provided in this Limited Warranty, AKZONOBEL has no other liability with respect to the COATING system, whether based on contract, negligence, strict liability in tort, or otherwise. AKZONOBEL WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, such as, but not limited to, damage or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchase or replacement of other goods, or claims of customers of CUSTOMER for business or service interruptions.

## **SECTION F: OTHER TERMS**

AKZONOBEL may change or cancel this Limited Warranty on 30 days written notice to CUSTOMER. Any changes will apply only to COATING products sold to CUSTOMER after the notice period expires. This Limited Warranty does not apply to any goods sold prior to the date this document is signed. CUSTOMER agrees that its use of COATING is made in reliance upon this Limited Warranty and not upon any other written or oral representation of AKZONOBEL. This Limited Warranty cancels and supersedes any other warranty or statement of performance made in the past or in the future by AKZONOBEL unless such statement is subsequently made in writing as an express amendment of this document.

This is our complete warranty. It is issued only to CUSTOMER, and is not assignable to any other party. AKZONOBEL makes no warranty to CUSTOMER's customers, and is not responsible for any warranty CUSTOMER chooses to provide to its customers concerning the performance of COATING products. This Limited Warranty automatically expires upon any change or transfer of ownership of the property on which the metal coated with COATING is originally installed.

The rights and obligations of the parties hereunder shall be governed by the laws of the State of Ohio, USA. Any controversy or claim arising out of or relating to this contract shall be determined by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration shall be Columbus, Ohio, USA. The language of the arbitration shall be English.

**PRODUCT WARRANTY TERMS AND MEASUREMENT TABLE**



Technology	Suggested End-Use	Film Integrity		Color Fade ASTM D 2244			Chalk ASTM D 4214, Method A		
		Years	10-Vertical 5-Non-vertical	Years	Vertical Surface ΔE Hunter Units	Non-Vertical Surface ΔE Hunter Units	Years	Vertical Surface Units	Non-Vertical Surface Units
VALUESHIELD	Exterior Building Accessories			N/A	N/A	N/A	N/A	N/A	N/A
<b>POLYDURE®</b>									
POLYDURE 500	Exterior Building Accessories; Steel Door	5	3 5-Whites	3	6	N/A	3	4	N/A
POLYDURE 510	Exterior Building Accessories; Steel Door	10	5	5	6	N/A	5	6	N/A
POLYDURE 520	Exterior Building Accessories; Steel Door	20	5	5	6	N/A	5	8	N/A
POLYDURE 528	Exterior Building Accessories; Steel Door	20	20	20	8	N/A	20	6	N/A
POLYDURE 1000	Construction Building Products; Aluminum Composite Material (ACM)	10	10	10	6	7	10	8	6
POLYDURE 510 with printcoat	Exterior Building Accessories; Steel Door	10	5	5	Visually Discernible* Uniform Fade**	N/A	5	6	N/A
POLYDURE Expressions	Exterior Building Accessories; Steel Door	10	5	5	Visually Discernible* Uniform Fade**	N/A	5	6	N/A
<b>CERAM-A-STAR®</b>									
CERAM-A-STAR 1050	Construction Building Products; Steel Door	40	30	30	5	7	30	8	6
CERAM-A-STAR Frost	Construction Building Products; Steel Door	40	30	30	5	7	30	8	6
CERAM-A-STAR Ice	Construction Building Products; Steel Door	40	30	30	5	7	30	8	6
CERAM-A-STAR Matte	Construction Building Products; Steel Door	40	30	30	5	7	30	8	6
CERAM-A-STAR Expressions	Construction Building Products; Steel Door	40	30	30	Visually Discernible* Uniform Fade**	Visually Discernible* Uniform Fade**			
<b>TRINAR®</b>									
TRINAR	Construction Building Products; Aluminum Composite Material (ACM)	35	35	35	5	5	35	8	8
TRINAR Matte	Construction Building Products; Aluminum Composite Material (ACM)	35	35	35	5	5	35	8	8
TRINAR Mirage	Construction Building Products; Aluminum Composite Material (ACM)	35	35	35	5	5	35	8	8
TRINAR AG	Construction Building Products; Aluminum Composite Material (ACM)	35	35	35	5	5	35	8	8
TRINAR with printcoat	Construction Building Products; Aluminum Composite Material (ACM)	35	35	35	Visually Discernible* Uniform Fade**	Visually Discernible* Uniform Fade**	35	8	8

\*Visually Discernible – Print is visually discernible from a distance of eight (8) feet under visual observation in exterior daylight conditions  
 \*\*Uniform Fade – Will not exhibit excessive color change, except that any such color change shall be visually uniform under conditions of uniform exposure



Operating Hours for Branch Locations: Monday - Friday, 7:30am - 5:00pm

# PREFAB BUILDING WARRANTY

Downloads Warranties Prefab Building Warranty

## GENERAL PREFABRICATED BUILDING WARRANTY

### REFERENCED ON INVOICE AS WARRANTY CODE PF0408

Scope and Remedy. Products which have been fabricated by Mueller, Inc. shall be free of defects in material and workmanship for a period of one year after shipment. Mueller, Inc. sole responsibility for any such defects shall rest at Mueller, Inc.'s discretion to replacement of the defective material at the original point of delivery or reimbursement for the price paid by the customer for the defective material.

Notification. Buyer must notify Mueller, Inc. of defective material within 30 days of buyer becoming aware of such defect. Mueller, Inc. shall investigate and make a determination of coverage under this warranty. If materials are deemed defective per generally accepted industry standards, Mueller, Inc. will provide one of the aforementioned remedies within 90 days from the date notice of defect is provided to Mueller, Inc.

Exceptions. Specific written surface and coating warranties provided on roofing and wall panels. Materials sold without warranties such as rejects, secondary, #2 or bargain are excluded from this warranty.

Disclaimer of Implied Warranties. EXCEPTING THOSE WARRANTIES ISSUED CONTEMPORANEOUSLY WITH THIS WARRANTY, MUELLER, INC. MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, PROVIDED HOWEVER THAT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY, THAT BY LAW MIGHT ACCOMPANY THIS PRODUCT BY VIRTUE OF PERSONAL, FAMILY, OR HOUSEHOLD USE THEREOF, IS HEREBY EXPRESSLY LIMITED IN DURATION TO A PERIOD OF ONE YEAR FROM DATE OF DELIVERY.

Customer's acceptance of the material or products subject to this warranty represents acceptance of the terms and conditions of this warranty.

For downloadable version, click [here](#).

CONTACT US

FAQS

HELPING HAND

SITEMAP

DOWNLOADS

VIEW CATALOG

FINANCING

PRIVACY POLICY

ONLINE BILL PAY

CAREERS

TESTIMONIALS

TERMS OF USE

877-2-MUELLER (377-2667 ext. 503)

