



Mueller, Inc.

(877) 268-3553



Purchase Agreement Specifications

Steel Building Systems & Components

Salesperson: Ethan Hartmann

Date: 2/21/2025

Job #: 5248

Submittals

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

Customer Data

Customer: City of Angleton
Cust. No: _____
Mail Address: 121 S Velasco
City, State, Zip: Angleton, TX 77515
Contact: Martha Eighme
Day Phone: 979-849-4364
Home Phone: -X 2111
Cell Phone: _____
Fax: _____
Email: _____

End User: City of Angleton
Name: Fire Station Addition 3
Jobsite Address: 2743 N Velasco
City, State, Zip: Angleton, TX 77515
County: _____
General Contr: _____
Address: _____
City, State, Zip: _____
Customer Type: _____

Building Details

Building 1 of 1

Building Type: ☒ RF ☐ SS ☐ LT
Width: 60.000' Peak Offset: 30.000' Front Side: 20.167' Eave Ht 20.167' Roof Slope 2.000 in 12 Girt Type Flush
Length: 54.000' Back Side: 20.167' 2.000 in 12 Flush
Sidewall Bay Spacing 1 @ 18.5000', 1 @ 17.0000', 1 @ 18.5000'

Frame ID	Frame Type*	Col Type*	Rafter Type*	Frame Line	# Int Col's
<u>1</u>	<u>Rigid Frame</u>	<u>Tapered</u>	<u>Tapered</u>	<u>2 3</u>	<u>-</u>
<u>2</u>	<u>Rigid Frame</u>	<u>Tapered</u>	<u>Tapered</u>	<u>1 4</u>	<u>-</u>

* May change due to engineering requirements

Building Code (Provided by customer):

Building Loads:

Other Loads:

Design Code: IBC'18
Closed/Open: C
Exposure: C
Importance - Wind: 1.00
Site Class: D
Importance -Seismic: 1.50
Seismic Coefficient: 0.1
Importance - Snow: 1.00

Dead Load: 2.50 psf
Live Load: 20.00 psf
Load Reduction: Yes
Ground Snow: 0.00 psf
Collateral: 3.00 psf
Wind Load: 161.00 mph

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: Essential Facilities

Description of building use: Firestation

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

	Left	Right
Expandable	●	●
Non-Exp RF	○	○
Std. Endwall	○	○
CF Endwall	○	○

Base Condition

- Angle
- Trim
- Channel
- Girt
- GZ Base Fixture

Wall Bracing

Roof:
Left Endwall:
Front Sidewall:
Right Endwall:
Back Sidewall:

Bracing Details

Diagonal Bracing
Rigid Frame
Wind Bent
Rigid Frame
Wind Bent

Framed Openings

Note: Welded Clips

Wall	Bay	Open Width	Header Ht	Sill Ht	Offset
Front Sidewall	1	14.000'	16.000'	0.000'	3.000'
Front Sidewall	2	14.000'	16.000'	0.000'	1.500'
Front Sidewall	3	14.000'	16.000'	0.000'	1.500'
Back Sidewall	1	14.000'	16.000'	0.000'	3.000'
Back Sidewall	2	14.000'	16.000'	0.000'	1.500'
Back Sidewall	3	14.000'	16.000'	0.000'	1.500'

*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

Wall	Surface	Length	Soffit
None			

Eave Extensions and Canopies

Wall	Bay St	Bay End	Height	Width	Slope	Soffit
None						

Open walls:

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

Left Endwall: ○ Yes ● No Right Endwall: ○ Yes ● No
Front Sidewall: ○ Yes ● No Back Sidewall: ○ Yes ● No

Partial Walls and Wainscot:

Wall	Wainscot	Bay Start	Bay End	Open Height	Base	Full Load
Left Endwall	Yes	1	3	3.833'	D	Y
Front Sidewall	Yes	1	3	3.833'	D	Y
Right Endwall	Yes	1	3	3.833'	D	Y
Back Sidewall	Yes	1	3	3.833'	D	Y

Liner Panel

Location	Start	End	Height
None			

Sheets & Trim

Location	Color	Panel	Gauge	Quality	Trim
Roof	Bright White IECC	PBR	26	30 Yr.	Gable: Patriot Red
Walls	Lt Stone	PBR	26	30 Yr.	Eave: Patriot Red
Soffit	---				Corner: Patriot Red
Roof Liner	---				Jamb: Patriot Red
Wall Liner	---				Liner: ---
Wainscot	Galvalume Plus	R	26	20 Yr.	Wainscot: Patriot Red

* see specific details at www.muellerinc.com.

Fasteners

Roof		Walls		Soffit	
Panel:	TEK1.25	Panel:	TEK1.25	Panel:	--
Lap:	LAPTEK	Lap:	LAPTEK	Lap:	--
Type:	ZAC	Type:	ZAC	Type:	--

Ridge Covering

- Peak Sheets
- Ridge Roll

Eave Condition

Front Sidewall

- Gutter & 4 Downspouts
- Eave Trim

Back Sidewall

- Gutter & 4 Downspouts
- Eave Trim

Project Deflection Requirements

Main Frame Sidesway	H/180	Wall Girts	L/90	Rigid Frame (Crane)	N/A
Bracing Sidesway	H/180	Wall Panel	L/90	Wind Framing (Crane)	N/A
Endwall Columns	L/110	Roof Purlin	L/180		
Rigid Frame Rafters	L/180	Roof Panel	L/180		

** Vertical deflection limits of roof members are under Live Load Only**

Accessories

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

Item Description

Quantity

Price

Total Main Bldg

\$0.00

Special Requirements:

- 1) Mueller has provided a qualified bid using Mueller standard materials and design practices.
- 2) Bracing is cable in lieu of rod
- 3) Insulation and doors are by others

Notes: Anchor Bolts are not included with this Purchase Agreement.

Base Building Price:

\$60,204.01

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

Accessories

\$0.00

Delivery Charge to Destination

\$750.00

Total without Tax

\$60,954.01

Tax (8.25%)

Tax exempt

Total with Delivery and Tax *

\$60,954.01

Required Deposit:

-\$15,238.50

Balance Due per Terms & Agreement

\$45,715.51

* Including tax if applicable

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

- This price includes the engineered drawings for the building described in this Agreement.
- Quoted prices will be honored for 14 days unless specified otherwise by Mueller.
- Any Change Orders issued or incurred by Customer may delay Mueller's performance and will incur price adjustments.
- Order pricing will be subject to price of steel increases if Customer delays Mueller's performance by 30 days or if Customer does not take receipt of the materials within 30 days of the ready-to-ship or pick-up date.
- Pricing will not be affected if delivery schedule cannot be met by Mueller.
- Concrete slab & foundation engineering are the customer's responsibility; please check local codes and/or ordinances for project requirements, if any.

- 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 inspection, supervision, installation, or erection services. If an Engineer of Record is needed for the project, Buyer understands that Mueller and/or Mueller's engineer is not the Engineer of Record or Design Professional in Responsible Charge for Buyer's project. Any drawings furnished to Mueller are for reference only.
- 3) **Value+ Buildings:** While Mueller assisted Buyer in the design of Buyer'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 Responsible Charge for Buyer's Project.
- 4) **ProVia Products, Registration, and Warranty:** Mueller is a distributor of certain ProVia products. For warranty information for ProVia products, see ProVia's website, <https://www.provia.com/warranty/>, for ProVia warranties and warranty registration process. For information on Mueller warranties, see Paragraph 10) Warranties or visit Mueller's website for copies of all Mueller warranties for Mueller products.
- 5) **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.
- 6) **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.
- 7) **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.
- 8) **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.
- 9) **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.
- 10) **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 BUYER TO BE EFFECTIVE.**
- 11) **Delay by Mueller:** Mueller shall not be liable for any indirect, 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.
- 12) **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.
- 13) **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.
- 14) **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.



Terms and Conditions

Date: 2/21/2025

- 15) 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.
- 16) 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.**
- 17) Limitation of Liability:** In no event shall either party, Mueller or Buyer, be liable to the other party for any indirect, consequential, special, incidental, or punitive 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, Buyer understands and agrees that Mueller's is not liable or responsible for anything which results from transfer of any load to the existing structure.
- 18) 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 ½ 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.
- 19) 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.
- 20) 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.
- 21) Assignment:** Neither party shall assign this Order Document or sublet it as a whole without written consent of both parties.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) Governing Laws and Venue:** The Order Document shall be governed by and construed in accordance with the laws of the State of Texas. **Each party, acting for itself and its successors and assigns, hereby expressly and irrevocably consents and agrees as follows:**
- a. **For products purchased within the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action 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) shall be exclusively determined in the state court located in Tom Green County, Texas, ii) the parties consent to jurisdiction in Tom Green County, Texas; and iii) that venue is proper only in this forum, and no other.
- b. **For products purchases outside the State of Texas:** i) Any claims or controversies under or related to this Order Document, or any other agreement related hereto (including any action 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) shall be exclusively determined in the state court located in Tom Green County, Texas or the United States District Court for the Northern District of Texas; ii) consents to the jurisdiction of Tom Green County, Texas or the United States District Court for the Northern District of Texas; and iii) that venue is proper only in those two forums, and no other.
- 26)** 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: 2/20/2025