

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**STANDARD CONTRACT
FOR EQUIPMENT
(EXPO CENTER HORSE STALLS)
(TIPS CO-OP # 2112014 – Priefert Mfg Co Inc)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Priefert Mfg Co Inc** (hereinafter “Vendor”). The County agrees to engage Vendor as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with The County, nor shall Vendor hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Vendor shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided. Vendor agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss,

injury, damages, action, or liability of any kind against The County resulting from any services Vendor perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Vendor may not assign this contract.

IV.

Compliance With All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Vendor will be compensated based on the attached Fee Proposal, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$107,980.00, unless amended by a change order and approved by the Williamson County Commissioners Court.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty

(30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1. **As described in the attached Proposal, which is marked as Exhibit "A" and incorporated herein as if copied in full; and**
2. **TIPS CO-OP RFP, Response, and Contract # 2112014, incorporated herein as if copied in full.**

Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

VIII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

IX.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph VI above.

X.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XI.

Right to Audit: Vendor agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that The County shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Vendor reasonable advance notice of intended audits.

XII.

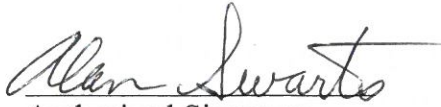
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2016.

WILLIAMSON COUNTY:

Authorized Signature

VENDOR:


Authorized Signature

*Product Delivery Date not less than 60 Days
from Receipt Date of Purchase Order.*





2630 South Jefferson Ave • Mount Pleasant, TX 75455
Phone - 903-572-1741 • Fax - 903-572-2798

Quotation

Number: QT-077119-3

A-0061990
Sold To: Williamson County (TX)
219 PERRY MAYFIELD
Leander, TX 78641
US

Ship To: Williamson County Exposition Center
Carlos G Parker Boulevard NW
Taylor, TX 76574
US
Phone: 512-943-1944

Date: 4/27/2016
Page: 1 of 1
Sales order
PO Number.....: Stall Order
Your ref.....: Tips-2112014
Our ref.: 04989
Quotation deadline: 5/18/2016
Payment: Net 30 Days
FOB: FOB Dest
Ship Via: TL
Total Weight: 57,253.90
Misc.Charges.....: 1,600.00

A-0061990
Bill to: Williamson County (TX)
219 PERRY MAYFIELD
Leander, TX 78641
US

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
Quoted for Septmeber Delivery.							
EFH10PI.25BK/BK	EXPO STALL FRONT HORIZONTAL RAIL 10' POLY (1/4") INSTALLED	100.00	Pc	450.00	Pc	21,500.00	45,000.00
EPH10PI.25BK/BK	EXPO STALL PANEL HORIZONTAL 10' POLY (1/4") INSTALLED	166.00	Pc	369.00	Pc	35,690.00	61,254.00
ESP32.4BK	EXPO STARTER POST 3-WAY 2-3/8" OD 2014 EXPO STALL	6.00	Pc	21.00	Pc	63.90	126.00

All prices shown in USD.

Sub total: 106,380.00
Freight: 1,600.00
Tax: 0.00
Total: 107,980.00