
**WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
CENTURY INDUSTRIES LLC
(Contract No. PR11-20A09)**

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 the Texas Constitution, 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 GOODS AND SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("Purchaser"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Century Industries LLC** (hereinafter "Century"), both of which are referred to herein as the parties. The Purchaser agrees to engage Century as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Century shall supply the Purchaser portable bleachers for the New West Arena at the Williamson County Expo Center as described in the attached **Contract No. PR11-20A09** being marked as **Exhibit "A"** which is incorporated herein provided to the extent it meets or exceeds the Purchaser's solicitation, if applicable.

Should the Purchaser choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the Purchaser for the additional goods. Century shall not provide any additional goods, and the Purchaser shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

Services: Century shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners' Court. Century expressly acknowledges that he, she, or it is not an employee of the Purchaser. The service includes the work described in **Exhibit "A,"** which is incorporated herein.

Should the Purchaser choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the Purchaser for the additional services. Century shall not begin any

additional services and the Purchaser shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Century represents that Century (including Century's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in Exhibit "A." Century shall, upon written (including electronic) request, provide proof of valid licensure.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the Purchaser. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before **November 16, 2026**, however this date may be amended at the sole discretion of the Purchaser. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Century will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number HGAC PR11-20A09. The not-to-exceed amount for the life of this contract shall be **Two Hundred, Sixty-Nine Thousand and Four Dollars (\$269,004.00)**.

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 Purchaser 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 Purchaser 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 Purchaser'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.

The Purchaser is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The Purchaser agrees to provide exemption certificates to Century upon request. Likewise, the Purchaser is neither liable for any taxes, charges, or fees assessed against Century for the supplies or products provided or any Services rendered.

V.

Insurance: Century shall provide and maintain, until the services covered in this Contract

is completed and accepted by the Purchaser, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by an A.M. Best Company or otherwise acceptable to the Purchaser and name the Purchaser as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Century, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the Purchaser.

Upon execution of this Contract, Century shall provide the Purchaser with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Century shall not in any sense be considered a partner or joint venturer with the Purchaser, nor shall Century hold itself out as an agent or official representative of the Purchaser. Century shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the Purchaser other than what may be expressly allowed under this Contract. The Purchaser 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 Century or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CENTURY SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE PURCHASER'S CHOOSING), AND HOLD HARMLESS THE PURCHASER, AND THE PURCHASER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CENTURY, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CENTURY HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, CENTURY SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE PURCHASER'S CHOOSING), AND HOLD HARMLESS THE PURCHASER, AND THE PURCHASER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CENTURY OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the Purchaser cannot enter into an agreement whereby the Purchaser agrees to indemnify or hold harmless another party; therefore, all references of any kind to Purchaser defending, indemnifying, holding, or saving harmless Century for any reason are hereby deleted.

IX.

Compliance With All Laws: Century agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

Termination: This Contract 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.

XI.

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.

XII.

Severability: In case any one or more of the provisions contained in this Contract 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 Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

Good Faith Clause: Century agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Century may not assign this Contract.

XVI.

Confidentiality: Century expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

Foreign Terrorist Organizations: Century represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

Public Information: Century understands that Purchaser will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

Damage to County Property: Century shall be liable for all damage to county- owned, leased, or occupied property and equipment caused by Century and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Century shall notify Purchaser in writing of any such damage within one (1) calendar day.

XX.

Media Releases: Century shall not use Purchaser's name, logo, or other likeness in any press release, marketing materials, or other announcement without the Purchaser's prior written approval.

XXI.

Authorized Expenses: In the event Purchaser authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, Purchaser will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](https://www.wilco.org/WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

Entire Contract & Incorporated Documents; Conflicting Terms: 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 into this Contract include the following:

- A. As described in the attached Contract No. PR11-20A09, marked as Exhibit "A";
- B. The cooperative purchasing contract no. HGAC PR11-20A09, incorporated by reference;
- C. Insurance certificates evidencing coverages required herein above and
- D. Any Amendments agreed to by both parties.

The Purchaser reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

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 Purchaser.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.


WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, _____ 20____

CENTURY INDUSTRIES LLC:



Authorized Signature



Printed Name

Date: SEPT., 02 2025

Exhibit "A"
Contract No. PR11-20A09

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.: PR11-20A09	Date Prepared: 8/18/2025
This Worksheet is prepared by Contractor and given to End User. PO with worksheet should be Emailed to H-GAC @ 713-993-4548 or veronica.johnson@h-gac.com. Please type or print legibly.					
Buying Agency:	Williamson County Expo Center		Contractor:	Century Industries	
Contact Person:			Prepared By:	Michelle McRae	
Phone:			Phone:	x212	
Fax:			Fax:		
Email:			Email:	michelle@centuryindustries.com	
Catalog / Price Sheet Name:	TRANSPORT MOBILE BLEACHERS				
Product Code/General Description of Product:	TSP10-39				
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary					
Quan	Description			Unit Pr	Total
4	TSP10-39 BASE UNIT			\$ 60,279	\$ 241,116
4	90910	ADA Provision		\$ 3,122	\$ 12,488
				Total From Other Sheets, If Any:	
				Subtotal A:	\$253,604
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)					
Quan	Description			Unit Pr	Total
				Total From Other Sheets, If Any:	
				Subtotal B:	\$0.00
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of				For this transaction the percentage is:	
C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges					
4	1100 Miles	FOB Shipping to - TX		\$ 3,850	
				Subtotal C:	\$15,400
Delivery Date:		11/16/2026	D. Total Purchase Price (A+B+C):		\$269,004

LIMITED WARRANTY AND REMEDY: Century warrants to the original Purchaser that those products manufactured by Century and used in the manner for which they are intended shall be free from defects in materials and workmanship for a period of one (1) year after delivery. Notwithstanding the foregoing, purchaser is responsible for return shipping for service. Items manufactured by others are subject to their respective manufacturer's warranty, if any. Century does not make any other representations or warranties, express or implied, and disclaims all other warranties including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. Purchaser agrees that Century is not liable for incidental, consequential, or special damages of any kind. EXCLUSIVE VENUE/ APPLICABLE LAW: Purchaser agrees to the exclusive venue and jurisdiction of the State and Federal Courts located in Clark County, Indiana for any action involving this Agreement or the goods which are the subject matter of the same. This Agreement shall be construed according to the laws of the State of Indiana. The parties hereto each knowingly and voluntarily agree to waive any right to a trial by jury with respect to any action involving this Agreement or its subject matter, including without limitation any manufactured goods.

***TERMS:**

NET 30

Cash or Wire Transfer Payment on Balance Due Prior to Shipping.

No Credit Cards

Price Does Not include any applicable Federal, State, or local taxes.

Customer is responsible for licensing trailer and registration fees.

Approximate Production Lead Time: 6 - 12 Months

Certificate of Origin (CO) released upon "Payment in Full" prior to Shipping.