



# CONTRACT

Fiscal Year 2021

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VENDOR

REYTEC CONSTRUCTION RESOURCES INC  
 1901 HOLLISTER ST  
 HOUSTON, TX 77080  
 USA  
 Email:KDROXLER@RETEC.NET

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Contract #	3220153
Department	Project Management
Type	CONSTRUCTION
Bonds in Lieu	N
Change Order #	0

Vendor Information			
Vendor Number	Vendor Contact	Vendor Email	Vendor Phone Number
6468	KEEGAN DROXLER	<a href="mailto:KDROXLER@RETEC.NET">KDROXLER@RETEC.NET</a>	713-957-4003

Policy	
Start	10/11/2021
Award	
Expire	09/06/2022
Renewal	
Extended	

Notes	
<b>Fiscal Year</b>	<b>2021</b>
Project	WT1109
Percent Complete	0.00
By Date	
Encumbered	Y

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
36" Waterline-SH3 to SSH BPS					
Line #	Year	Account			Amount
1	2021	13357300	56090		\$151,990.00
2	2021	13407300	56090		\$372,400.00
3	2021	13507300	56090		\$13,000,000.00
4	2021	10407300	56090		\$2,527,149.00
5	2021	10557300	56090		\$4,124,631.00

Total Available	\$20,176,170.00
Total Open PO	\$0.00
Total Contract Balance	\$0.00
Total LiquidatedAmount	\$0.00
Total Revised	\$20,176,170.00
Total Original	\$20,176,170.00

By: Liz Lopresti  
 Purchasing Manager

## CITY OF LEAGUE CITY PURCHASE ORDER TERMS AND CONDITIONS

Vendors providing goods or services to the City of League City ("City") acknowledge that by delivering such goods or services they agree to the following terms and conditions. Should a formal contract be executed between City and the Vendor ("Vendor") whether as a result of a formal bid or not, the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

1. **ACCEPTANCE:** Acceptance of this Purchase Order, including the terms and conditions set forth herein, shall constitute the formation of a binding and enforceable contract between City and Vendor. City hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by City. Vendor's action in (a) accepting this order, (b) delivering materials or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.
2. **INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.
3. **PACKING SLIPS** or other suitable shipping documents shall accompany each shipment and shall show; Vendor company name and address, name and address for City Department to which shipment is being made, City Purchase Order Number and descriptive information as to the items delivered. A City Purchase Order must be obtained by Vendor before order fulfillment takes place.
4. **INVOICES** submitted for payment shall be addressed to City of League City, Accounts Payable Dept., 300 W Walker, League City, TX 77573 and shall reference the City approved Purchase Order number.
5. **TAXES:** City is tax exempt under Texas Tax Code Section 151.309. Invoices shall not include sales tax.
6. **PAYMENT:** Payment will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later. City will not be liable to pay late fees or interest.
7. **CHANGES/QUANTITIES:** No changes may be made to this order without written authorization from City's purchasing representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.
8. **BACK ORDERS:** All back orders must be approved by City's Purchasing Department. If orders cannot be timely delivered, Vendor shall immediately advise City in writing.
9. **QUALITY CONTROL:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.
10. **WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
11. **PATENTS:** Upon acceptance of this order, Vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringements, copyrights, or sale franchises arising out of this order.
12. **SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed by City unless specifically authorized on the face of this order.
13. **RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with Vendor until the goods are delivered to the destination set out in the order and accepted by City.
14. **DELIVERIES:** Delivery shall not be made to any place other than the destination indicated on the Purchase Order.
15. **CANCELLATIONS:** City reserves the right to cancel purchase orders for failure on the part of Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to City by Vendor.
16. **LIABILITY:** Any person, firm or corporation performing services pursuant to this Purchase Order shall be liable for all damages incurred while in performance of such services. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either party hereto or of third parties, caused by or alleged to be caused by, arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.
17. **APPLICABLE LAW:** This Purchase Order shall be interpreted and enforced according to the provisions of Texas Law, and Vendor shall abide by, and be in compliance with, all applicable laws, statutes, ordinances, and regulations.
18. **ETHICS ACKNOWLEDGEMENT:** Any Vendor or contractor entering into this contract or agreement with the City of League City, Texas acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of League City for a period of three years.