



# Memo

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TO: Mayor Manier and City Council  
FROM: Ed Andrews, PE Public Works Director  
DATE: August 30, 2018  
SUBJECT: Westlake Watermain Materials  
Quote and Status Update

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Council may recall the severe rain event of July 5<sup>th</sup>, 2018 that washed out a portion of inlet culvert at Westlake subdivision. City crews assisted with the repairs of the watermain at that time, but long-term repairs / replacement of the culvert have been pending. Westlake is somewhat unique in that when they annexed in 1974, the roadways and much of the supporting infrastructure remained private.

Additional review of the annexation agreement and how-to best approach long-term repairs concerning the private 3" transite watermain and the City's 8" ductile iron was undertaken with the City Attorney. A formal agreement of understanding was recommended and is being prepared by the City Attorney. Chairman Brownfield, myself and Kevin Schone also recently attended the HOA's Board meeting on Sunday, August 26<sup>th</sup>, 2018. The discussion was positive and supportive of this approach / agreement.

As such it is my recommendation that the City Council approve the advance procurement of materials from Core & Main (formerly HD Supply) in a not to exceed amount of **\$5,500** so that we are at the ready to undertake the work once the agreement executed.

This matter has been placed on the City Council meeting agenda of Tuesday, September 4<sup>th</sup>, 2018 for review and approval consideration.

cc: File

## Ed Andrews

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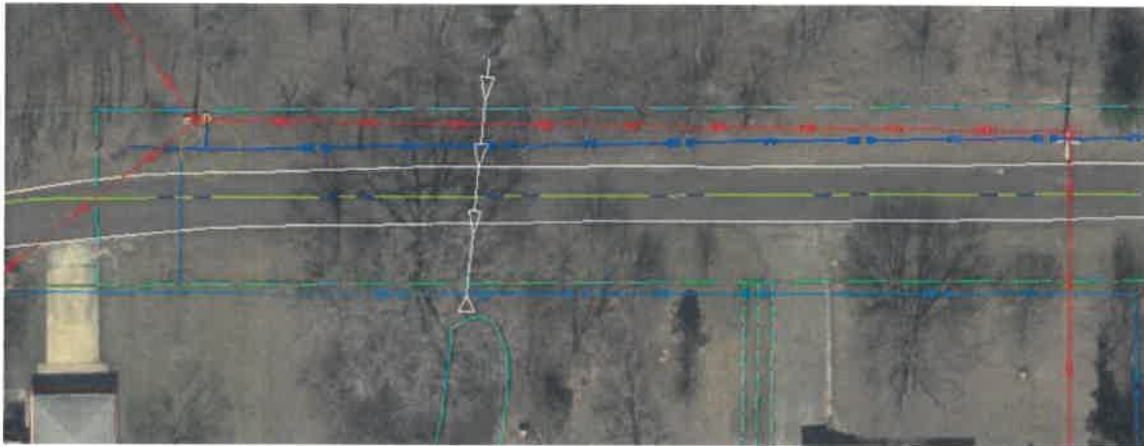
**From:** Ed Andrews  
**Sent:** Friday, August 24, 2018 10:32 AM  
**To:** Mary Robinson; Richard Cole  
**Subject:** Westlake Culvert / Roadway  
**Attachments:** CoW Westlake BR-24 Agreement '92.pdf

**Importance:** High

Dear Westlake HOA,

Per your request, please find the following outlining items concerning the recent culvert wash out:

**Buried Water Main(s) & Other Utilities** – There are at least 4 utilities at the washed out culvert location: Ameren Gas, MTCO Fiber, City of Washington's 8" Ductile Iron Water Main (WM) and Westlake HOA's 3" Transite WM. Failure to restore the culvert and 42" of minimum cover over the watermain(s) can and will likely result in the watermain(s) freezing during winter months. We understand that these utilities greatly complicate the culvert replacement and have had discussions with Richard Cole about the possibility of re-routing portions of City's 8" WM during construction. Additionally, I have started consulting with the City Attorney on how we might approach the permanent rerouting of the 3" transite onto the City's 8" ductile in the area shown below. This would alleviate the restoration requirements of 3" transite at the culvert but we would need for there to be a formal agreement between the HOA and City to undertake this effort.



**Barricades** – the City has loaned the Westlake HOA 4-Type III barricades to demark the road closure at the washout. These are temporary warning devices and would not be suitable for long-term demarcation of a closed road.

**Snow Plowing** –per the agreement made on May 4, 1992 supporting IDOT improvements on US Business Route (BR) 24, the HOA made a dedication of property frontage to support the widening of US BR 24 to four lanes and the City agreed to plow snow and fill pot holes on the HOA's private roadways. The HOA's private roadways are less than the City's standard for public roadways and do not allow for the turnaround of plow trucks at the point of washout. Failure to restore the culvert and roadway will limit the City's ability to provide this service. Ironically there is reference to this kind of scenario in the '92 agreement, excerpted below:

(2) The CITY does not assume any responsibility for, or guarantee that, the private streets in WESTLAKE subdivision shall be maintained in a proper state of repair, or that ice accumulations will be controlled in any way, or that the streets will be kept free from snow.

Thanks,

Ed Andrews, PE  
Public Works Director - City of Washington  
301 Walnut Street  
Washington, IL. 61571  
(309) 444-1136 office  
(309) 444-9779 fax  
(309) 981-9087 cell



Formerly HD Supply Waterworks

## Bid Proposal for Washington Westlake

CUSTOMER

**CITY OF WASHINGTON IL**

301 WALNUT

WASHINGTON, IL 61571

**Job**

Washington Westlake

Bid Date: 09/07/2018

Bid #: 688134

CONTACT

**Sales Representative**

Eric Dupent

(T) 309-444-3183

(F) 309-444-3644

Eric.Dupent@coreandmain.com

**Core & Main**

115 N Cummings Lane

Washington, IL 61571

(T) 309-444-3183

NOTES



Formerly HD Supply Waterworks

## Bid Proposal for Washington Westlake

CITY OF WASHINGTON IL  
Bid Date: 09/07/2018  
Core & Main Bid #: 688134

Core & Main  
115 N Cummings Lane  
Washington, IL 61571  
Phone: 309-444-3183  
Fax: 309-444-3644

Seq#	Qty	Description	Units	Price	Ext Price
10		08-20-2018			
30	1	8 MJ CAP C153 IMP	EA	40.00	40.00
40	1	8 3008P DI STARGRIP RESTR. (I) W/ACC - SGDPPK08	EA	48.00	48.00
60	1	8 MJ TEE C153 IMP	EA	130.00	130.00
70	1	8 3008P DI STARGRIP RESTR. (I) W/ACC - SGDPPK08	EA	48.00	48.00
80	1	8 MJ PLUG C153 IMP	EA	48.00	48.00
90	1	8 MJ REGULAR GASKET F/DI	EA	3.00	3.00
100	6	3/4X4 COR-TEN T-HEAD B&N	EA	1.25	7.50
110	1	8X12 MJ ANCH CPLG C153 IMP	EA	130.00	130.00
120	2	8 MJ REGULAR GASKET F/DI	EA	3.00	6.00
130	12	3/4X4 COR-TEN T-HEAD B&N	EA	1.25	15.00
140	1	8 A2361-23 MJ RW GV OL L/ACC	EA	875.00	875.00
150	1	8 STARGRIP PVC 4008G2 KIT (I) GEN 2 RESTRAINT & ACCS IMPORT	EA	58.00	58.00
160	1	VALVE BOX ADAPTOR MULTI FIT 60090001	EA	29.40	29.40
170	1	5-1/4 X 24-F SCREW BOTTOM VLV BOX	EA	30.00	30.00
180	1	5-1/4 X 26-F SCREW TOP VBT26SHD	EA	40.00	40.00
190	1	5-1/4-F LID WATER	EA	13.00	13.00
200	1	8X3 MJ RED C153 IMP	EA	68.00	68.00
210	1	8 STARGRIP PVC 4008G2 KIT (I) GEN 2 RESTRAINT & ACCS IMPORT	EA	58.00	58.00
220	1	3 PVC 4003PT STARGRIP RESTRNT WITH G2 GLAND W/ACC FOR IPS PVC PKT4003G2	EA	32.00	32.00
230	1	3 MJ 90 C153 IMP	EA	36.00	36.00
240	2	3 PVC 4003PT STARGRIP RESTRNT WITH G2 GLAND W/ACC FOR IPS PVC PKT4003G2	EA	32.00	64.00
250	1	421-03100420-031 3X6 TOP BOLT	EA	178.09	178.09
270	2	421-03100420-031 3X6 TOP BOLT	EA	178.09	356.18
280	1	3 MJ L/P SLV C153 IMP	EA	32.00	32.00
290	1	3 PVC 4003PT STARGRIP RESTRNT WITH G2 GLAND W/ACC FOR IPS PVC PKT4003G2	EA	32.00	32.00
300	1	3 MJ PLUG C153 IMP	EA	22.00	22.00
310	1	3 MJ REGULAR GASKET F/DI	EA	2.75	2.75
320	4	5/8X3 COR-TEN T-HEAD B&N	EA	1.10	4.40
340	1	8 MJ L/P SLV C153 IMP	EA	88.00	88.00
350	1	8 3008P DI STARGRIP RESTR. (I) W/ACC - SGDPPK08	EA	48.00	48.00
360	1	8 STARGRIP PVC 4008G2 KIT (I) GEN 2 RESTRAINT & ACCS IMPORT	EA	58.00	58.00
380	200	8 C900 DR18 CERTALOK PIPE IB	FT	14.08	2,816.00



Formerly HD Supply Waterworks

## Bid Proposal for Washington Westlake

Bid #: 688134

Seq#	Qty	Description	Units	Price	Ext Price
390	40	3 PVC SDR21 PR200 PIPE (G)	FT	1.40	56.00
				<b>Sub Total</b>	<b>5,472.32</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>5,472.32</b>

**Branch Terms:**

Core and Main is not liable for delivery delays, cancellations or price increases resulting from any cause beyond our control. These include but are not limited to: manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies. This quote is not a contract to supply material or guarantee of product availability. Pricing is based on order commitment within 15 days of quotation date, or assigned bid date, with delivery within 30 days; please contact your Core and Main representative in regards to any required extensions on these parameters.

Thank you,  
Eric Dupont

#### TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include Core & Main LP and / or any parent, subsidiary or affiliate of Core & Main LP (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Seller expressly reserves its right to file liens if payment is not received for its materials and expressly disclaims any waiver of lien rights language which may be contained in any future agreements between the Parties hereto. Seller reserves all rights to invoice and be paid for materials provided to Buyer and any terms contained in any of Buyer's purchase orders or other documents that purport to limit in any way the time or manner within which Seller may invoice are hereby waived by Buyer.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to Core & Main LP or to any affiliate, parent or subsidiary of Core & Main LP.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state where the applicable project is located without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement may be brought in the applicable federal or state court where the project is located, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.