

## **CONCRETE, STONE and SAND PURCHASE PRICE AGREEMENT**

**THIS AGREEMENT** is entered into on the 16<sup>th</sup> day of March 2015, by and between the Village of Oak Park ("Village"), 123 Madison Street, Oak Park, IL 60302 and H.J. Mohr & Sons Company, 915 S. Maple Avenue Oak Park, IL 60304, an Illinois Corporation ("Contractor").

### **1. Price**

The Contractor is a supplier of concrete, sand and stone. The Contractor has provided the Village with a 2015 price for these materials, attached hereto and incorporated herein as Exhibit A. The Village of Oak Park accepts Contractor's prices and agrees to purchase from the Contractor such concrete, sand and stone as it from time to time finds necessary, at the rates set forth in Exhibit A. This Agreement does not commit the Village to purchase any specific quantity of materials. The total amount of materials to be purchased pursuant to this Agreement will not exceed \$60,000.00.

### **2. Tax Exempt**

The Village, as a local governmental entity, is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. The Village's tax exempt number is E9998-1823-07. Contractor agrees that its invoices will not include any amount for such sales taxes or retailer's occupation taxes.

### **3. Payment**

The Village will pay all undisputed portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within thirty (30) days of approval is 1% per month.

### **4. Term of Agreement**

This Agreement is valid for purchases from January 1, 2015 through December 31, 2015.

### **5. Governing Law and Venue**

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce this Agreement must be brought in the state and/or federal courts located in Cook County, Illinois.

### **6. Dispute Resolution**

The Village does not agree to the mandatory arbitration of any dispute. In the event any action is brought to enforce this Agreement or to collect any unpaid amount from the Village, each party hereto shall bear the responsibility of paying its own attorney's fees and costs.

**7. Binding Authority**

The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right and actual authority to bind their respective Party to the terms and conditions of this Agreement.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

**VILLAGE OF OAK PARK**

**H.J. MOHR & SONS COMPANY**

\_\_\_\_\_  
Cara Pavlicek  
Village Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2015.

Dated: \_\_\_\_\_, 2015.