

## WATER METER PURCHASE PRICE AGREEMENT

**THIS WATER METER PURCHASE PRICE AGREEMENT** (“Agreement”) is entered onto on the \_\_\_\_ day of September, 2021, by and between the Village of Oak Park (“Village”), an Illinois home rule municipal corporation, 123 Madison Street, Oak Park, Illinois 60302 and Ferguson Enterprises, LLC, d/b/a Ferguson Waterworks, a Virginia limited liability company authorized to conduct business in the State of Illinois with offices at 1729 State Street, DeKalb, IL 60115 (“Contractor”).

### **1. Price**

Contractor is a supplier of water meters and water meter parts and equipment (“Materials”). Contractor has provided the Village with 2021 prices for its Materials as set forth in its Quotation dated August 27, 2021, attached hereto and incorporated herein by reference. The Village accepts the price set forth in the Quotation and agrees to purchase from Contractor such Materials as it finds necessary at the price set forth in Contractor’s Quotation. 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 shall not exceed \$901,741.30 without future amendment.

### **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. 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 through December 31, 2021, with delivery made on or before April 30, 2022.

### **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. Conflict**

In case of a conflict between any provision(s) of this Agreement and the Contractor’s Proposal, this Agreement shall control to the extent of such conflict.

**7. 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.

**8. Binding Authority and Signatures**

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. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**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**

**FERGUSON ENTERPRISES, LLC  
D/B/A FERGUSON WATERWORKS**

\_\_\_\_\_  
By: Lisa Shelley  
Its: Interim Village Manager

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

Dated: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021