

**PURCHASE PRICE AGREEMENT**

**THIS PURCHASE PRICE AGREEMENT** is entered into on the 25<sup>th</sup> day of January 2016, by and between the Village of Oak Park ("Village"), an Illinois home rule municipal corporation with offices at 123 Madison Street, Oak Park, IL 60302 and HD Supply Waterworks Group, Inc., a Delaware corporation authorized to conduct business in the State of Illinois with offices at 220 South Westgate Drive, Carol Stream, Illinois 60188-2243 ("Contractor").

**1. Price**

The Village of Oak Park Department of Public Works operates a Water and Sewer Division that from time to time utilizes materials for the installation and repair of water mains, fire hydrants, water services and sewer services and related repairs to public facilities in the Village. Contractor has provided the Village with a 2016 price for said materials in its Bid, attached hereto and incorporated herein by reference.

The Village agrees to accept Contractor's prices set forth in its Bid and agrees to purchase from the Contractor such materials listed in Contractor's Bid as the Village from time to time finds necessary.

The total amount of materials to be purchased pursuant to this agreement will not exceed \$45,000.00 for the 2016 contract year.

**2. Tax Exempt**

The Village is exempt from the payment of State of Illinois sales tax or retailer's occupation taxes. Contractor shall not include any amount for sales taxes or retailer's occupation taxes in its invoices.

**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, 2016 through December 31, 2016.

5. Governing Law and Venue

This Agreement is governed by the laws of the State of Illinois without regard to conflicts of law principles. 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

HD SUPPLY WATERWORKS, LTD.

  
By: Cara Pavlicek  
Its: Village Manager

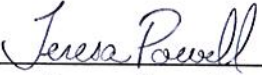
  
By: Keith Lawrence  
Its: BRANCH MANAGER

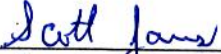
Date: 1/25, 2016

Date: 2/8, 2016

ATTEST

ATTEST

  
By: Teresa Powell  
Its: Village Clerk

  
By: Scott Jaros  
Its: Municipal Sales Customer Service Rep

Date: 1/25, 2016

Date: 2/8, 2016

REVIEWED AND APPROVED  
AS TO FORM

  
JAN 19 2016  
LAW DEPARTMENT

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