

**NOTICE - VILLAGE OF TINLEY PARK**  
**MEETING OF THE COMMITTEE OF THE WHOLE**

**NOTICE IS HEREBY GIVEN** that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, March 1, 2022, beginning at 6:00 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 15, 2022.
4. CONSIDER AMENDING CHAPTER 132 OF TITLE XIII OF THE MUNICIPAL CODE REGARDING VIDEO GAMING.
5. CONSIDER FIRE DEPARTMENT CHAPLAIN PROGRAM.
6. CONSIDER CONTRACT FOR OFFICE 365 MICROSOFT LICENSES WITH HEARTLAND BUSINESS SYSTEMS.
7. CONSIDER A CONTRACT WITH BENCHMARK CONSTRUCTION FOR THE MCCARTHY PARK SANITARY SEWER LINING.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

**ROLL**

**CALL**

**MINUTES**  
**Meeting of the Committee of the Whole**  
**February 15, 2022 – 6:00 p.m.**  
**Village Hall - Council Chambers**  
**16250 S Oak Park Ave.**  
**Tinley Park, IL 60477**

**Item #1** – At 6:00 p.m. the regular meeting of the Committee of the Whole was called to order.

**Item #2** - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: W. Brennan, President Pro Tem  
N. O'Connor, Village Clerk  
W. Brady, Village Trustee  
D. Galante, Village Trustee  
D. Mahoney, Village Trustee  
M. Mueller, Village Trustee  
C. Sullivan, Village Trustee  
M. Glotz, Village President

Members Absent:

Staff Present: P. Carr, Village Manager  
H. Lipman, Assistant Village Manager  
J. Urbanski, Public Works Director  
P. O'Grady, Village Attorney

Others Present:

**Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD FEBRUARY 1, 2022** – Motion was made by Trustee Mueller, seconded by Trustee Mahoney, to approve the minutes of the Committee of the Whole meeting held on February 1, 2022. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #4 – CONSIDER ORDINANCE AMENDING TITLE XI, CHAPTER 112 SECTION 22: PERMITTED NUMBER OF LIQUOR LICENSES** – President Glotz explained the proposed changes to the permitted numbers of Liquor licenses were due to recent closures and/or changes within existing establishments:

- 350 Brewing Company (Closure): Reduction of one Class O license
- Salina's Pizza and Catering (Closure): Reduction of one Class P license
- Chipotle # 1082 (Menu change): Reduction of one Class A license
- Pepe's Mexican Restaurant (Change): Reduction of one Class AV license; addition of one Class A license

Trustee Brady asked if there was a reduction in the number of permitted licenses after the closing of Intimo. Hannah Lipman, Assistant Village Manager, stated the reduction was made at that time.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to recommend amending Title XI, Chapter 112, Section 22: Permitted Number of Liquor Licenses, be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

**Item #5 – CONSIDER RESOLUTIONS FOR QUICK TAKE AUTHORITY FOR THE HARMONY SQUARE PROPERTY** – Paul O'Grady, Village Attorney, stated this item is part of the State Statute that requires Resolutions be passed and forwarded to the State Legislators.

Trustee Galante asked to confirm these are the same parcels for use within the plaza. Mr. O'Grady identified the parcel addresses. Trustee Galante asked for a map showing the locations. Ms. Lipman provided a map.

Motion was made by Trustee Mueller, seconded by Trustee Brady to recommend Resolutions for Quick Take Authority for the Harmony Square property be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

**Item #6 – CONSIDER RENEWAL OF SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION (SSMMA) MEMBERSHIP DUES** – Pat Carr, Village Manager, stated SSMMA works with local, state, and federal governments to secure resources, spur investment and economic growth, and rebuild infrastructure.

SSMMA has been instrumental in helping the Village secure funds for capital projects and has kept the Village informed of available grant opportunities and upcoming legislation.

Trustee Brennan asked if the dues were the same amount as in 2021. Mr. Carr replied yes.

Trustee Galante asked what benefits the Village receives with the membership. Mr. Carr explained SSMMA members work cooperatively on various committees such as transportation and finances as well as grants and human resources issues. The Village is in contact multiple times per week regarding issues affecting the Village and the South Suburbs as a whole.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend renewal of South Suburban Mayors and Managers Association (SSMMA) membership dues be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

**Item #7 – CONSIDER A CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE WESTSIDE PRESSURE IMPROVEMENTS ENGINEERING** – John Urbanski, Public Works Director, presented the contract. The Village is seeking design and construction engineering services for the Westside Water Pressure Improvements Project, which includes constructing a water booster station and three pressure sustaining valves (PSVs). Scope of services includes but are not limited to, design layout, preparing bid documents, reviewing submittals, aiding with contract administration, and full-time construction observation services.

Public Works has determined, using the water system model, SCADA data, and institutional knowledge, the west side of the Village has lower water pressure than other parts of town. The leading cause for the decrease in water pressure is the much higher elevation in the area. The proposed booster station will be constructed on the south side of 179th Street west of 88th Avenue with the PSVs located between 171<sup>st</sup> Street and 183<sup>rd</sup> Street. These locations have been selected to have minimal impact on traffic patterns while keeping them accessible for routine checks, preventative maintenance, or repairs. This project will increase the water pressure to the affected area up to 20 PSI. The increased pressure will be in line with the pressure residents and businesses toward the east are currently receiving.

Engineering Firm	Location	Proposal
Christopher B. Burke Engineering, LTD	Rosemont, IL	\$291,000

Funding is available for use through the recently procured bond.

Trustee Brennan asked if any other entities are involved. Mr. Urbanski stated this is the first step in the project. The parcel in which the station will be located will need to be purchased.

Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a contract with Christopher B. Burke Engineering, Ltd. for the Westside Pressure Improvements Engineering be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

**Item #8 – CONSIDER CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE LAGRANGE ROAD WATERMAIN ENGINEERING** – Mr. Urbanski presented the contract. The Village is seeking design and construction engineering services for water main installation along LaGrange Road. Scope of services includes but are not limited to, design layout, preparing bid documents, reviewing submittals, aiding with contract administration, and full-time construction observation services.

Public Works has determined, using the water system model and institutional knowledge, a water main is needed between 17231 and 17333 LaGrange Rd. and from 175<sup>th</sup> Street to 17801 LaGrange Rd. This new 12” water main will close the existing gaps where the water main is non-existent. Filling these gaps will increase the flow and pressure to the residents and businesses in the surrounding areas. In total, there will be approximately 2,700 linear feet of water main installed.

Engineering Firm	Location	Proposal
Christopher B. Burke Engineering, LTD	Rosemont, IL	\$168,358

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brady to recommend a contract with Christopher B. Burke Engineering, Ltd. for the LaGrange Road Watermain Engineering be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

**Item #9 – CONSIDER FUEL RENEWAL AGREEMENT WITH AL WARREN OIL COMPANY** – Mr. Urbanski presented the contract. The Village is about to end its one (1) year agreement with Al Warren Oil Company, Inc. to participate in a fixed cost bulk fuel program for both gasoline and diesel fuel.

Public Works continues to recommend including the Park District in the contract. It showed last year to be mutually advantageous to combine both agencies into one contract. Al Warren Oil Company, Inc. will still invoice delivered quantities to each separate entity but, this combined contract will allow for our benchmark quantity to be raised, minimizing the charged overages at the OPIS rates. It will greatly reduce TPPD’s previous rates of almost .60 per gallon of unleaded. Ultimately, be beneficial to both agencies in some aspects of the contract.

Due to the method of the futures market vs. board meeting schedule, it is recommended that the Village Board grant the Village Manager the authority to finalize a contract after the approval. Al Warren Oil Company, Inc. offers a range of what the market is currently at:

Unleaded - \$2.76 - \$2.86 per gallon\*

Diesel - \$2.84 - \$2.94 per gallon\*

\* Plus applicable taxes

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Mueller to recommend a Fuel Renewal Agreement with Al Warren Oil Company be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried.

**Item #10 – CONSIDER WATER METER AND TAP ON FEES** – Mr. Urbanski stated Tap-on fees cover the cost of installing a new water service for a residential home or a commercial/industrial business connecting to the Village’s water system. 1,500.00 fee plus the cost of a new 1” water meter.

A study of the rates our neighboring communities charge and an ordinance amending various sections of the Village Codes and Ordinances pertaining to the Comprehensive Fee Schedule was conducted (Ordinance No. 2019-O-081) and approved by the Village Board. The Village proposes a 5-Year Plan with a 2.5% annual cost increase for tap-on fees and water meter costs based on fees/costs provided below for services from 2022 to 2026. The water service tap-on fee schedule for 2022 is as stated below and annual cost increases shall occur on January 1st of each year. Due to Covid-19, there was no increase in 2021.

Non Residential:	Size of Service	Tap-on Fee 2022	Tap-on Fee 2023	Tap-on Fee 2024	Tap-on Fee 2025	Tap-on Fee 2026	Water Meter Cost
	1"	\$8,000.00	\$8,200.00	\$8,400.00	\$8,600.00	\$8,815.00	\$193.00
	1.5"	\$13,225.00	\$13,550.00	\$14,000.00	\$14,350.00	\$14,700.00	\$1,324.00
	2"	\$21,000.00	\$21,525.00	\$22,050.00	\$22,600.00	\$23,165.00	\$1,479.00
	3"	\$50,500.00	\$51,765.00	\$53,050.00	\$54,375.00	\$55,735.00	\$1,878.00
	4"	\$75,000.00	\$76,875.00	\$78,800.00	\$80,775.00	\$82,800.00	\$3,262.00
	6"	\$101,375.00	\$103,900.00	\$106,500.00	\$109,165.00	\$111,900.00	\$5,632.00
	8"	\$130,000.00	\$133,250.00	\$136,575.00	\$140,000.00	\$143,500.00	TBD
<b>Residential:</b>	<b>1"</b>	<b>\$6,000.00</b>					<b>\$193.00</b>

Trustee Mueller asked for clarification that the fee increase was suspended, not the collection of fees. Mr. Urbanski stated that was correct.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend Water Meter and Tap-on Fees be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried. At this time President Glotz stated as a reminder agenda items and backup are sent out the week before the meeting. Committee members should reach out to Staff before the Committee of the Whole meeting with any questions.

**Item #11 – RECEIVE COMMENTS FROM THE PUBLIC** –

President Pro Tem Brennan asked if there were any comments from the public. There were none.

Motion was made by Trustee Mueller, seconded by Trustee Mahoney, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Brennen declared the motion carried and adjourned the meeting at 6:18 p.m.



# Interoffice Memo

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**Date:** February 25, 2022

**To:** Village Board

**From:** Pat Carr, Village Manager

**CC:** Hannah Lipman, Asst. Village Manager

**Subject:** Pro-Rated Fee's for Gaming

Staff is recommending a new ordinance to be adopted to reflect a pro-rated fee for gaming establishments and terminal operators that apply or renew between October 1st and December 31<sup>st</sup>. The pro-rated fee would be as follows:

1. January 1 – September 30<sup>th</sup> - Full annual fee
2. October 1 – December 31<sup>st</sup> - 50% of annual fee



# Interoffice Memo

Issued/Approved by: **Stephen C. Klotz, <sup>SK</sup>**  
**Fire Chief Administrator**

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**Memo #22-27**

**Date:** February 22, 2022  
**To:** Pat Carr, Village Manager  
**From:** Stephen Klotz, Fire Chief Administrator  
**Subject:** Fire Department Chaplain

Over the years fire service has experienced an increase of mental health issues, emotional stress, and suicides. Many of these issues stems from the types of incidents experienced by firefighters on the calls they respond to everyday. We do a great job of preparing our firefighters for combat with daily training, great personnel protective gear, and all the tools they need for the incidents they respond to. Currently, one of the most important tools we do not provide them is the mental health tool. The department Chaplain would be a person to talk to after a stressful incident, or loss of life.

I would like to put a Fire Department Chaplain on staff to help with some of the following:

- Level of uncertainty
- Interpersonal tension
- Extreme physical conditions
- Human tragedy
- Fear

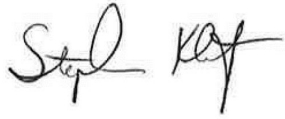
The Chaplain will also work with Fire Department personnel on a regular basis to accomplish the following:

- Comfort and counsel
- Watch for signs of physical or emotional stress
- Visit the crews while on-duty
- Attend fire department functions
- Visit members who may be sick or in the hospital
- Help with the administrating of Critical Incident Stress Debriefing
- Respond to large scale critical incidents



My goal is to get one Chaplain on-board, then eventually expand the program to include other Chaplains in the area. I have had interest from a couple of pastors that would be honored in meeting this challenge. The Chaplain program would be managed through the Fire Department Administration, and a formal General Order for Fire Department Chaplain.

Thank you for your consideration in this matter.

A handwritten signature in black ink, appearing to read "Step Klotz".

*Stephen C. Klotz,  
Fire Chief Administrator*

SCK/mb



# Interoffice Memo

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**Date:** February 22, 2022  
**To:** **Village Board**  
**Cc:** Patrick Carr, Hannah Lipman  
**From:** **Anthony Ardolino**  
**Subject:** Annual Microsoft Office 365 User Licenses

Presented for March 1<sup>st</sup> 2022 Committee of the Whole meeting discussion and action:

**Description:** Approve the purchase of Microsoft Office 365 licenses.

**Background:** The Village of Tinley Park currently utilizes Microsoft Office via a three (3) year enterprise agreement which is scheduled to end in March of 2022.

Microsoft Office 365 offers several enhancements and functionality which were not available under the Villages previous license agreement. Office 365 will allow the Village to migrate several existing applications to the Microsoft cloud including email, SharePoint and file shares. In addition to enhanced functionality, Office 365 will provide new applications to assist in collaboration and upgraded security.

There are two tiers of Office 365 users, application and web-only. Application Office 365 users will have access to all office applications including outlook, word, excel etc.. whereas the web-only users will use a web browser to access their email and office products. As the Village migrates more items to the Microsoft cloud the percentage of web-only users will increase.

In order to receive lowest pricing three vendors were sent specifications regarding the details of the Office 365 licensing setup for the Village for annual pricing. A pricing request was also sent to Dell technologies in order to receive the cost if purchased with the State of IL master contract.

The lowest cost for an annual Office 365 subscription was provided by Heartland Business Systems with an annual cost of \$85,119.60.

Purchasing with the State of IL master contract with Dell has an annual cost of \$78,141.00, however this is only applicable with a three (3) year contract commitment and prohibits the Village from converting users between the application and web-only tiers. It is the intent of the Information Technology Department to migrate a large portion of our systems to the Microsoft cloud, and by doing so minimize the need for the higher cost application user tier, by committing to a three (3) year agreement the Village will not be able to benefit from this potential cost reduction.

**Budget/Finance:** Funding is budgeted and available in the approved FY22 operating budget via the Software License & Support GL in the following accounts

01-11-000-72655	01-17-215-72655	01-21-000-72655	01-33-310-72655
01-12-000-72655	01-17-217-72655	01-21-210-72655	01-33-320-72655
01-13-000-72655	01-17-220-72655	01-26-023-72655	01-35-000-72655
01-15-000-72655	01-17-225-72655	01-26-024-72655	60-00-000-72655
01-16-000-72655	01-19-000-72655	01-26-025-72655	63-00-000-72655
01-17-205-72655	01-19-020-72655	01-30-300-72655	64-00-000-72655

**Staff Direction Request:** Enter into a one (1) year agreement with Heartland Business Systems for the purchase of Microsoft 365 licenses for the cost of \$85,119.60.

**Attachments:**

1. Competitive quotes for Office 365 licenses
2. Heartland Business Systems quote and agreement



**Microsoft CSP Licensing - Annual**
**Quote #257567 v5**
**Prepared For:**
**Village of Tinley Park**  
 Anthony Ardolino  
 16250 S. Oak Park Ave  
 Tinley Park, IL 60477

**P:** (708) 444-5000

**E:** aardolino@tinleypark.org

**Prepared By:**
**Chicago Illinois Office**  
 Mike Carroll  
 5400 Patton Drive Suite 4B  
 Lisle, IL 60532

**P:** 608-444-7994

**E:** mcarroll@hbs.net

**Date Issued:**
**02.15.2022**
**Expires:**
**03.04.2022**

MicroSoft CSP - Annual	Price	Qty	Ext. Price
CSP-DIRECT- b9f131ffb3d- 12MO <b>Office 365 GCC F3</b>	\$42.72	200	\$8,544.00
CSP-DIRECT- d54f7a54ce8e- 12MO <b>Office 365 GCC G3</b>	\$213.36	230	\$49,072.80
CSP-DIRECT- d8d951605d94- 12MO <b>Azure Active Directory Premium P1 for Government</b>	\$63.96	430	\$27,502.80
<b>Subtotal</b>			<b>\$85,119.60</b>

Quote Summary	Amount
MicroSoft CSP - Annual	\$85,119.60
<b>Total:</b>	<b>\$85,119.60</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

**Acceptance**
**Chicago Illinois Office**
**Village of Tinley Park**

Mike Carroll

Signature / Name

02/15/2022

Date

Signature / Name

Initials

Date

## Microsoft CSP Engagement Outline

### Microsoft CSP Terms & Conditions

SCHEDULE to the Service Agreement ("Agreement") dated between Heartland Business Systems LLC, a Wisconsin limited liability company (hereafter called "Heartland") and Customer. The terms of this SCHEDULE shall govern in the event of a conflict between the terms of the Agreement and the terms of this SCHEDULE.

Heartland and Customer (hereafter called PARTIES) agree as follows:

### Microsoft Cloud Solution Provider ("CSP") Software Licenses

**Term.** The term of this SCHEDULE and Engagement shall begin at contract start date and remain in effect unless terminated for any reason with notice given by Customer or Heartland.??

**Cloud Subscriptions:** For monthly subscriptions, customer has the right to increase or decrease quantities on an as needed basis monthly. Seat adjustments that take place after license Created Date will be reflected on the invoice for the following month. ?For annual?subscriptions, customer has the right?to increase license?quantities on an as needed basis. ?As a condition of this agreement, customer agrees to allow Heartland to adjust licenses on an as needed based on customer email request without signed quote approval.? This provides for more nimble processing of licenses on an as needed based for the customer.? License change requests should be through the HBS Microsoft Cloud Licensing Management Portal.

**Azure Services:** In the event that the customer elects to remove Heartland as the customer's CSP Azure Plan administrator, the customer shall be required to pay Heartland a monthly fee of 15% of the amount that the customer is billed for Azure consumption during that month.? The customer shall continue to pay this fee until such time as the new CSP administrator is assigned for the customer. Provided pricing for Azure services are based on estimated consumption and/or Reserve Instance pricing, both at Microsoft pricing to date. Final costs, which are determined by Microsoft and subject to change, will be invoiced by HBS monthly based on actual consumption and/or reserved pricing. Early termination of Reserved Instances are subject a 12% cancellation?fee plus the remaining balance your Reserved Instances up until original end date.

### Microsoft Cloud Solution Provider ("CSP") Support

**Support Terms.**??It is understood that, as per Microsoft CSP Program Terms and Conditions, support services for cloud products licensed via Microsoft CSP Licensing will be provided by Heartland Business Systems directly. Support for break/fix of cloud products licenses through Microsoft CSP, is included with monthly license costs, if the root caused is determined to be caused by Microsoft. Should Microsoft technical assistance be required, Heartland will open a support case on customer's behalf.? Support for implementation, portal changes, user license creation, license quantity adjustments, setup changes, design engineering, education, security changes, roadmap upgrades, application customizations, issues caused by customer misconfiguration or incompatibility with 3<sup>rd</sup> party hardware or software, or any other non-Microsoft-caused issue are not included and will be billed separately by Heartland. Such support will be billed at the applicable hourly rate based?HBS Standard Time and Materials Rate?or per HBS FLEX agreement if one is on file. Under CSP, customer does not have access directly to Microsoft Technical Support.??By signing this agreement customer agrees to pay any hourly support charges incurred.? ??

**Eligible Support Contacts:** As part of the onboarding process, Customer is required to assign no more than three contacts eligible to leverage the Heartland CSP Help Desk. It is recommended that such contacts be knowledgeable in the Customer's email hosting/anti-virus software, print server, remote desktop services, operating system, local or domain admin credentials, if applicable.

**Eligibility:** 1) Active license subscription, with Delegated Admin, for cloud CSP products currently licensed with HBS. 2) Completion of CSP Help Desk Onboarding. 3) Correct ticket routing using the above Contact Info.

**Scenario of Support Services:** Heartland obtains the right to escalate tickets to the next Tier as well as deem a ticket to be out-of-scope of free services as their discretion.

Sample Scenario?	Coverage
Reactive services in response to Microsoft-caused errors on cloud products via Microsoft CSP, including but not limited to stop/blue screen errors, bugs, patches, updates incompatibility	Included?
End-user, setup, or customization-caused error?	No
General application administration services including but not limited to username/password reset, user management??	No?
Application enhancement services including but not limited to training, capability & security discussion, general consultation??	No?
Product is not cloud-based or is licensed any way except Microsoft CSP including but not limited to Web Direct, Volume (Open Value or Open Business), Enterprise Agreement or On-Prem CSP	No?

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### Microsoft Customer Agreement

Last Update: October 18, 2019 <https://www.microsoft.com/licensing/docs/customeragreement>

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

### General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

### License to use Microsoft Products

**License grant.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

**Duration of licenses.** Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for

metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.

**Applicable Use Rights.** For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

**End Users.** Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

**Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

**Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a

Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

**Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- (1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;
- (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
- (3) work around any technical limitations in a Product or restrictions in Product documentation;
- (4) separate and run parts of a Product on more than one device;
- (5) upgrade or downgrade parts of a Product at different times;
- (6) transfer parts of a Product separately; or
- (7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

**License transfers.** Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

**Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (<https://aka.ms/eligibilitydefinition>). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

#### **Non-Microsoft Products.**

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

#### **Verifying compliance.**

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

#### **Privacy.**

**Personal Data.** Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

**Location of Personal Data.** To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

#### **Confidentiality.**

**Confidential Information.** "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

**Protection of Confidential Information.** Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

**Disclosure required by law.** A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

**Residual information.** Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services

does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

**Duration of Confidentiality obligation.** These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

#### **Product warranties.**

##### **Limited warranties and remedies.**

(1) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) **Software.** Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

**Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

**Disclaimer.** Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

##### **Defense of third-party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

**By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

**By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

##### **Limitation of liability.**

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

**Subscriptions.** For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

**Free Products and distributable code.** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.

**Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

**Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

##### **Partners.**

**Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

**Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

**Support and Professional Services.** Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

##### **Pricing and payment.**

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

**Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

**Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss

and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

**Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

**Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

**Cancellation fee.** If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

**Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

**Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership. If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

#### **Term and termination.**

**Term.** This Agreement is effective until terminated by a party, as described below.

**Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

**Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

- (1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.
- (2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.
- (3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

**Suspension.** Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

**Termination for regulatory reasons.** Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

#### **Miscellaneous.**

**Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

**Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.

**Amendments.** Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them. Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

**Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

**U.S. export.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

**Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

**Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

**No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

**Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

**Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511-1137  
USA

Notices to Customer will be sent to the individual at the address Customer identifies on its account as its contact for notices. Microsoft may send notices and other information to Customer by email or other electronic form.

**Applicable law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States.



The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

**Dispute resolution.** When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

- (1) If Microsoft brings the action, the venue will be where Customer has its headquarters.
- (2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.
- (3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

**Order of precedence.** These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

**Microsoft Affiliates and contractors.** Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

**Government procurement rules.** By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

#### **Definitions.**

“Administrator Data” means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the po

“Confidential Information” is defined in the “Confidentiality” section.

“Customer” means the entity identified as such on the account associated with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

“End User” means any person Customer permits to use a Product or access Customer Data. “Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means Microsoft Corporation.

“Non-Microsoft Product” means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

“Online Services” means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services published on the Licensing Site and updated from time to time.

“Partner” means a company Microsoft has authorized to distribute Products to Customer.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Product” means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. “Product” does not include Non-Microsoft Products.

“Product Terms” means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

“Publisher” means a provider of a Non-Microsoft Product.

“Representatives” means a party’s employees, Affiliates, contractors, advisors and consultants.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“use” means to copy, download, install, run, access, display, use or otherwise interact with.

“Use Rights” means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms.



# Interoffice Memo

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**Date:** February 23, 2022

**To:** John Urbanski, Public Works Director

**From:** Joe Fitzpatrick, Water & Sewer Superintendent

**Subject:** Sanitary Sewer Lining for McCarthy Park – 16801 80<sup>th</sup> Avenue

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Presented for Committee of the Whole and Village Board consideration and action.

Description: This project consists of cured-in-place pipe (CIPP) lining of approximately 2,300 (two thousand three hundred) linear feet of 18” sanitary sewer.

Background: This large diameter sanitary sewer is located throughout McCarthy Park (16801 80<sup>th</sup> Avenue) and following the creek line on the southern border of McCarthy Park. The sewer carries wastewater just south of 167<sup>th</sup> Street to Post 5 (171<sup>st</sup> & 80<sup>th</sup> Avenue) sanitary sewer lift station. The sanitary sewer will be cleaned and televised prior to being lined using the cured-in-place pipe lining method. During the project, the sanitary sewer manhole concrete structures will be epoxy lined as well. Lining the pipe and manholes will prevent inflow and infiltration of any ground water into the sanitary sewer system. Lining the manholes also helps prevent hydrogen sulfide gases from deteriorating the concrete. This project coincides with the Inflow and Infiltration Control Program (IICP) established by the Metropolitan Water Reclamation District of Greater Chicago (MWRD). The following bids were received at the bid opening held on February 22, 2022 with the Deputy Clerk, Water Superintendent and Consulting Engineer.

<u>Contractor:</u>	<u>Bid:</u>
Benchmark Construction	\$598,000
Insituform Technologies	\$668,826
<b>Engineer’s Estimate</b>	<b>\$393,860</b>

Budget/ Finance: Funding in the amount of \$424,000 is available in approved FY2022 Operating and Maintenance Budget. Since this project will not be completed before May 1<sup>st</sup>, the remaining funding will be available in FY2023 Operating and Maintenance Budget.

Staff Direction Request: Approve awarding the contract for the Sanitary Sewer Lining for McCarthy Park to Benchmark Construction in the amount \$598,000.

Attachments:

- 1) Engineer’s Letter or Recommendation.
- 2) Engineer’s Estimate.
- 3) Bid Tab.

**PUBLIC  
COMMENT**

**ADJOURNMENT**