

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, June 12, 2018,
beginning at 6:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

Public Safety Committee
Public Works Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A MEETING
OF THE PUBLIC WORKS COMMITTEE

Notice is hereby given that a meeting of the Public Works Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, June 12, 2018, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON MAY 8, 2018.
3. DISCUSS PUBLIC WORKS FLEET VEHICLE PURCHASE LIST.
4. DISCUSS COMED RECREATIONAL LEASE – MULTI USE RECREATIONAL PATH AGREEMENT.
5. DISCUSS BACK FLOW PREVENTION PROGRAM.
6. DISCUSS PBX AND PHONE SYSTEM UPGRADE.
7. DISCUSS LED STREET LIGHTING REPLACEMENT – PHASE 2 PROJECT.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Public Works Committee
May 8, 2018
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: B. Younker, Chairman
W. Brady, Village Trustee
M. Glotz, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
F. Reeder, Fire Chief
K. Workowski, Public Works Director
P. Wallrich, Interim Community Development Director
M. Thomas, Information Technology Director
P. Connelly, Village Attorney
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The Public Works Committee Meeting was called to order at 6:34 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC WORKS COMMITTEE MEETING HELD ON APRIL 10, 2018 AND THE SPECIAL PUBLIC WORKS COMMITTEE MEETING HELD ON APRIL 17, 2018 – Motion was made by Trustee Glotz,

seconded by Trustee Brady, to approve the minutes of the Public Works Committee Meeting held on April 10, 2018 and the Special Public Works Committee Meeting held on April 17, 2018. Vote by voice call. Chairman Younker declared the motion carried.

Item #3 – DISCUSS AUDIO/VIDEO UPGRADES FOR COUNCIL CHAMBERS - The services of Legat Architects and their electrical engineers were requested to evaluate the current audio/video system within the Village Hall Council Chambers and Kallsen Center. After a thorough evaluation of the existing system, equipment requests from the Marketing Department, requirements for recording meetings in both locations and necessary upgrades to existing equipment equivalent to current needs, specifications were made available for sealed bids. The current system has been causing audio feedback issues and additional wear on video equipment.

The project consists of camera system replacement including providing and installing new cameras, cabling, headend equipment, camera control equipment, wiring and other related components. In addition, work will include interfacing with the existing audio/video components and related repairs as necessary to complete the project. Two (2) bids were opened and read publicly on April 3, 2018 at 10 a.m. The Deputy Clerk, Assistant Public Works Director and Legat Architects representative were in attendance. Advanced Communications bid and alternates was \$163,914.00 and PACE Systems was \$222,090.00. The engineer's estimate is \$200,000. Funding is available in the approved FY19 Capital Projects Budget.

Staff requested to approve the contract with Advanced Communications in an amount not to exceed \$163, 914.00 for the Village Hall audio/video upgrades. Chairman Younker asked if the Public Works Committee had any questions. Trustee Brady asked how long it has been since the audio/video system has been upgraded. M. Thomas, Information Technology Director stated it has been at least 10 years since some equipment has been upgraded.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to recommend the contract with Advanced Communications in an amount not to exceed \$163, 914.00 for the Village Hall audio/video upgrades be brought forward for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

Item #4 – DISCUSS PREVAILING WAGE ORDINANCE - The Public Works Committee were provided a copy of a draft ordinance required annually by State statutes, acknowledging and requiring prevailing wage rates be paid for all applicable work contracted by the Village of Tinley Park. This requirement creates a level playing field for labor costs of such contracted work. A copy of this ordinance is required to be filed with the Illinois Department of Labor and the Secretary of State.

Motion was made by Trustee Brady, seconded by Trustee Glotz, to recommend the draft ordinance required by the Illinois Department of Labor and the Secretary of State, acknowledging and requiring prevailing wage rates be paid for all applicable work contracted by the Village of Tinley Park brought forward for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

Item #5 – DISCUSS ENGINEERING AGREEMENT FOR THE OAK PARK AVENUE TAX INCREMENT FINANCING CLOSEOUT PROJECTS - Village staff met in March to discuss potential projects in the TIF (Tax Increment Financing) area to be designated and constructed prior to the closeout of the 183rd/Oak Park Avenue TIF, which is December 31, 2018.

As previously determined by the Public Works Committee, Robinson Engineering, Ltd. is the consulting engineering firm selected for transportation-related projects within the Village. Robinson Engineering provided the Village with Task Orders for the projects outlined below and requested approval of the Professional Engineering Agreements on May 22, 2018, in order to proceed.

The following projects selected by staff and funds available in the FY 2019 Budget are as follows:

- Tinley Park Conventional Center Resurfacing (Village-owned main lot and South lot) - \$375,000
- 183rd Street Resurfacing - East of Harlem Avenue to West of Oak Park Avenue - \$345,000
- 183rd Street/Oak Park Avenue Pedestrian Access Improvements - \$450,000
- South Street/67th Court intersection improvement (Main Street TIF) - \$2,500,000

Project 1 has no permitting requirements and project 2 only has minor permitting associated with the signal loop work that may be required at the Harlem Avenue intersection. These projects will be ready to award in June 2018. Project 3 will involve IDOT (Illinois Department of Transportation) and project 4 will require MWRDGC (Metropolitan Water Reclamation District of Greater Chicago); therefore, these projects may not be ready to award until August 2018.

Motion was made by Trustee Brady, seconded by Trustee Glotz, to recommend approval and execution of the Master Technical Services Agreement with Robinson Engineering, Ltd. be brought forward for future Village Board approval. Vote by voice. Chairman Younker declared the motion carried.

Item #6 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT

Motion was made by Trustee Brady, seconded by Trustee Glotz, to adjourn this meeting of the Public Works Committee. Vote by voice call. Chairman Younker declared the motion carried and adjourned the meeting at 6:39 p.m.

lc

DRAFT



Interoffice Memo

Date: May 31, 2018

To: Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: Approve Public Works Fleet Vehicle Purchase List

Presented for June 12th, 2018 Public Works Committee Agenda discussion and possible action:

Description:

Approve the Public Works Fleet Vehicle Purchase List that includes various vehicles with a purchase amount exceeding \$20,000.00 for each vehicle.

Background: Requesting purchase approval for four heavy equipment vehicles and nine pickup trucks/SUV's that were previously pre-approved via FY 2019 Budget. All vehicles will be purchased through our standing cooperative purchasing agreements (Suburban Purchase Cooperative, Southwest Conference, Northwest Conference, National Joint Powers Alliance, General Services Administration, Houston-Galveston Council, and Illinois Procurement Bulletin).

Budget / Finance: Funding is budgeted and available in the approved FY19 Budget; Capital Fund.

Budget Available	1,126,245.00
<u>Contract Amount (Approximate)</u>	<u>1,116,245.00</u>
Difference – UNDER BUDGET (Approximate)	\$10,500.00

Staff Direction Request:

1. Approve the Public Works Fleet Vehicle Purchase List in the amount of \$1,116,245.00 (Approximate).
2. Direct staff as necessary.

FY2018/2019 VEHICLE PURCHASES

VENDOR/ UP-FITTER	DESCRIPTION	ALLOCATION #	BUDGETED	COMMENTS
Standard Equipment	Sweeper	30-74321	\$285,000.00	
Martin Implement/ Westside Tractor	Mini Excavator	30-74449	\$32,000.00	Pending Demonstration
Currie Motors	Pickup Truck	30-74232	\$33,000.00	Review mid-year
Currie Motors/ John Bean	Jetter Truck	60-74321	\$126,700.00	Chassis/ Up-Fitter
International / Power Equipment	60' Bucket Truck	30-74234	\$292,270.00	Chassis/ Up-Fitter
Currie Motors	Pickup Truck	30-74232	\$40,000.00	
Currie Motors/ Chicago Parts & Sound	Ford Police SUV (7)	30-74220	\$317,275.00	Chassis/ Up-Fitter



Interoffice Memo

Date: June 8, 2018

To: Public Works Committee

From: David Niemeyer, Village Manager *DN*

cc: Pat Carr, Assistant Village Manager
Patrick Connelly, Village Attorney
Jennifer Prinz, Village Engineer

Subject: Bike Path Agreement

Attached please find a draft renewal of a recreational lease between the Village and ComEd for the bike trail that follows the ComEd transmission lines between 80th ave and 84th Ave. This is actually the renewal of a lease that expired December 31, 2014. The renewal has been delayed while the Village has been trying to get ComEd to eliminate environmental language that we were concerned about.

In Section 15, ComEd is requiring us to be responsible for any environmental damage on the path and surrounding areas, even if the damage was not done by the Village. ComEd has inserted this language in all other leases that they have signed the last several years, so they aren't willing to change this just for us. I reviewed this with the Village Attorney and we both agree the risks to the Village are minimal if this language stays in. Also, we recently received a \$192,000 grant to rehabilitate the path, and we must have a signed lease in order to move forward, so it is important that we finalize this lease with ComEd.

The Village pays \$1.00 per year for this lease. It expires December 21, 2025.

ATTACHMENT 1: LOCATION MAP
VILLAGE of TINLEY PARK
RECREATIONAL PATH MAINTENANCE AND REHABILITATION



- LEGEND**
- ① 84TH AVENUE DOG PARK
 - ② BOTH AVENUE METRA TRAIN STATION
 - ③ VOLUNTEER PARK
 - ④ TONY BETTENHAUSEN RECREATION CENTER
 - ⑤ CENTENNIAL PARK
 - ⑥ BANNES PARK
 - ⑦ COMMISSIONERS PARK
 - EXISTING RECREATIONAL PATH

RECREATIONAL LEASE
December 31, 2014
by and between
COMMONWEALTH EDISON COMPANY ("Landlord")
and
the Village of Tinley Park ("Tenant").

For and including the following described real estate

R/W Name: Palos Frankfort R/W
PARCELS: pt 12 and 13 to 21
W ^{1/2} of SECTIONS 23, 26 and 35, TOWNSHIP 36 N, RANGE 12E
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY- ORLAND TWP, ILLINOIS
COMED REGION SOUTH
PIN: pt of 27-23-200-004, 27-23-400-008, 27-26-200-005, 27-26-200-015, 27-26-202-007,
27-26-202-008, 27-26-400-004, 27-26-401-009 and 27-35-200-003

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the "Lease") is made as of December 31, 2014 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Landlord") and the Village of Tinley Park ("Tenant") a municipal corporation (hereinafter referred to as "Tenant") whose address is 16250 S. Oak Park Ave., Tinley Park, IL 60477.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the Palos Frankfort and more fully described on Exhibit A-1 through A-5, ("Landlord's Property").

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord's property located in Cook County, Illinois as shown on Exhibit A-1 through A-5 attached hereto and made a part hereof (the "Leased Premises"), for the purposes specified in Section 2 below.

1. TERM.

A. The term of this Lease (the "Term") shall begin on January 1, 2015 (the "Commencement Date") and shall terminate on December 31, 2025 unless sooner terminated as provided herein.

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a "Renewal Option") for a renewal term of ten (10) years (each, a "Renewal Term"). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection D, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of ten (10) foot recreational trail for pedestrians and bicyclists, together with the maintenance of an open grass way area ("Additional Area to be Maintained") in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "Permitted Use"). For purposes hereof, the term "Legal Requirements" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("Landlord's Facilities").

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of "Base Rent", a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00). The Base Rent schedule normally set forth on Exhibit "B", attached hereto and made a part hereof, is not included.

B. **Rent.** For purposes of this Lease, the term "Rent" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Center
Oakbrook Terrace, Illinois 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the "Default Rate"). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant's obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant's use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (to the extent permitted by law and with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold harmless Landlord from all such costs, expenses and obligations.

4. TAXES. Tenant shall pay the following amounts as "Taxes" to Landlord in each case no later than thirty (30) days after Landlord's written demand therefor:

A All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

B Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant's use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (b) above), for all periods falling within the Term.

C For purposes of this Lease, Taxes "for" or "with respect to" any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

D Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable Legal Requirements, to cause the Leased Premises to be so exempted. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for

each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered.

5. **CONDITION.** Tenant has examined the Leased Premises and Additional Area to be Maintained and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. **MAINTENANCE; SERVICES AND UTILITIES.**

A. Tenant agrees at its sole cost and expense, to keep and maintain the Leased Premises and Additional Area to be Maintained in a clean, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal except on those portions of the Leased Premises used for winter activities requiring the presence of such snow and ice, all at Tenant's sole cost and expense.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises and Additional Area to be Maintained, including, but not limited to, responsibility for the condition of the Leased Premises and additional area to be maintained, (unless said damage is caused by a third party who is another lessee of the Landlord) such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. **SURRENDER OF LEASED PREMISES; RESTORATION.** Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and

surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord or a Landlord Party as defined in Paragraph 26). This Section shall survive the termination of the Lease.

8. COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.

A. General. Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements and Landlord's vegetation management practices and procedures in effect from time to time during the Term. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. Change in Law. Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. Notice of Violations. Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Leased Premises.

D. Height and Other Limitations. No vehicles, equipment or anything else) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

E. Cooperation. Tenant shall support Landlord's vegetation management practices and procedures on the Leased Premises, Additional Area to be Maintained and adjacent properties owned by Landlord, or where Landlord has rights.

9. ALTERATIONS.

A. Generally. Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "**Alterations**") in or about the Leased Premises without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of

any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. General maintenance of the Leased Premises shall not be considered an Alteration requiring Landlord prior consent.

B. Paving. Filling and Planting. Without limiting the generality of the terms and provisions of Section A above, Tenant acknowledges and confirms that any and all grading, leveling and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute Alterations for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots or brick) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord's vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of eight inches (8") without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C1 and C2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Section A above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed either (at Landlord's sole option): (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such

installation of the Barriers if the actual cost thereof is not available. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C1 and C2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section, Tenant also agrees to notify Landlord's Representative, on Telephone Number 866 340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination of this Lease. This indemnification shall include, without limitation, claims made

under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors). Neither party makes any representation of the extent or nature of its authority to defend or indemnify.

11. WAIVER. Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination of the Lease.

12 DIGGING WORK. If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. CASUALTY. In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. CONDEMNATION. If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.

15. ENVIRONMENTAL PROTECTION.

A. General. Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "Hazardous Materials" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes hereof, the term "Environmental Laws" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant, at its cost, shall furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent.

18. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards), without the prior written consent of Landlord, which, in the case of traffic control signs deemed necessary by Tenant for the safety of pedestrians, bicyclists and equestrians using the Leased Premises, shall not be unreasonably withheld or delayed; provided that in no event shall any such sign or the equipment used to install it violate any of the height restrictions included in this Lease.

19. DAMAGE TO LANDLORD'S FACILITIES. Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. The occurrence of any of the following shall be considered a "Default"):

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 31 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default in any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant's interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant's property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant's property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant's use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof,

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease

(ii) Enter into the Leased Premises, and remove Tenant's property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such rent and for such term and terms as Landlord may see fit, which term may at Landlord's option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible

entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without, notice sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute, law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, either legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It

is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. To the extent permitted by law, Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. ASSIGNMENT AND SUBLETTING. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion.

Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. TERMINATION. Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. LANDLORD'S RIGHTS. The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

26. RIGHT OF ENTRY; VEGETATION MANAGEMENT. Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the

Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, if notified to do so by Landlord, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises.

27. LANDLORD'S RIGHT TO TRANSFER. This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of Law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. TENANT'S PROPERTY It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. HOLDING OVER. Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by Law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent Lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("Successor Landlord") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord.

31. MISCELLANEOUS.

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department
49th Floor
10 South Dearborn
Chicago, Illinois 60603
Attn: Deputy General Counsel

If to Tenant:

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477
Attn: Village Manager

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No

promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the County Board of Tenant, at a regular meeting held _____, 20__, and signed by the officers therein designated as signatories and attested by the clerk of Tenant.

X. Additional Requirements. Tenant shall comply with each of the additional requirements set forth on Exhibit E attached hereto and made a part hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____
Name: Kendall Hodge
Its: Director of Real Estate and Facilities

TENANT:

VILLAGE OF TINLEY PARK

By _____
Name:
Title:

ATTEST:

By: _____

EXHIBITS

- A-1 through A-5 Leased Premises
- B Base Rent (Not applicable and not included)
- C-1 & C-2 Fencing and Barrier Requirements
- D Insurance Requirements
- E Additional Requirements

36-12-23A
27-23

W Y2 NE 1/4 SEC 23-36-12
ORLAND

-f59U ST

"A"
EAGLE RIDGE SUBDIVISION
REC 1/11/1987 Doc 17017431
REC 1/11/1987 Doc 17061616
REC 1/11/1987 Doc 17061616

"B"
ORLAND SUBDIVISION
REC 1/11/1987 Doc 17017431
REC 1/11/1987 Doc 17061616
REC 1/11/1987 Doc 17061616

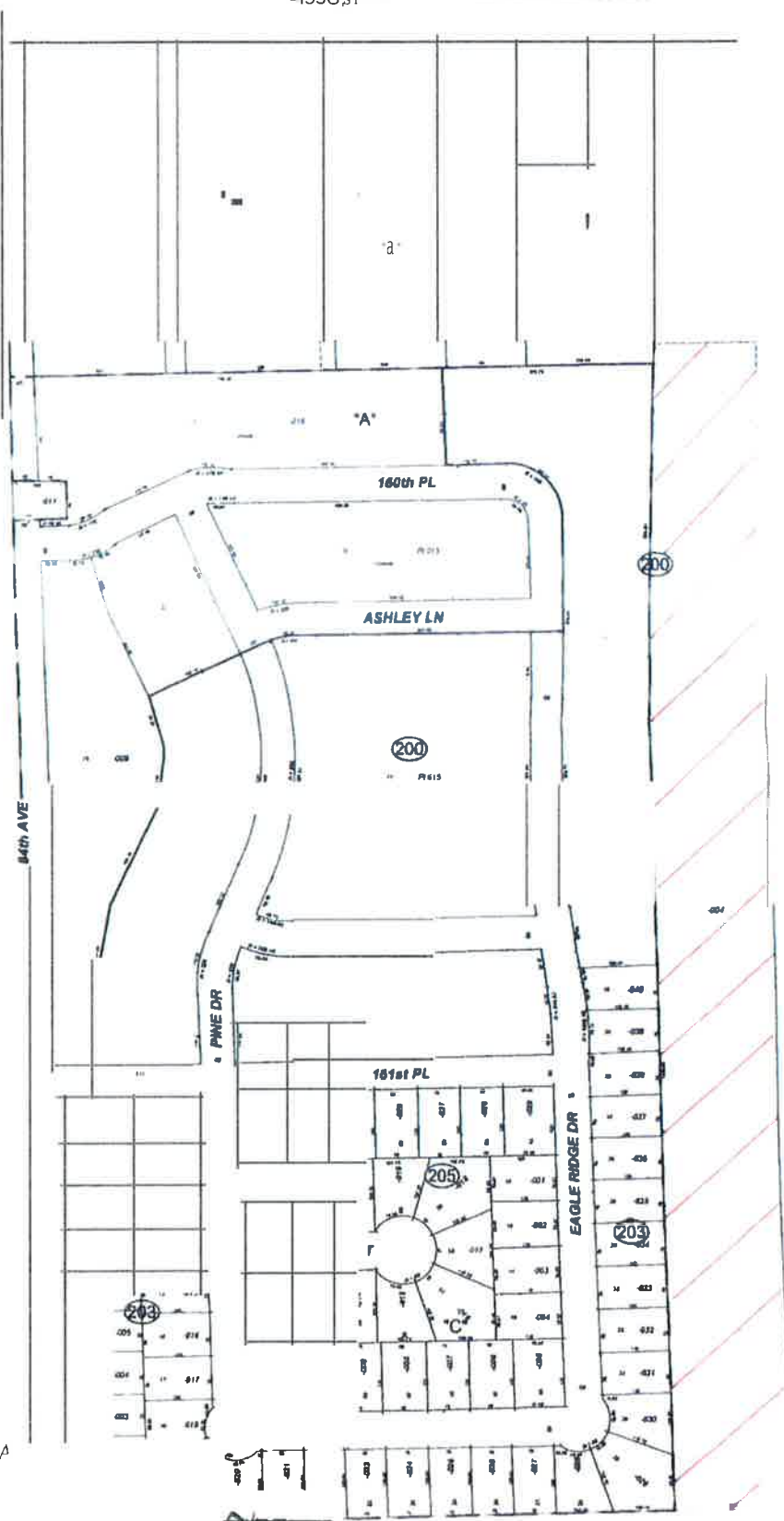
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EAGLE RIDGE SUBDIVISION
REC 1/11/1987 Doc 17017431
REC 1/11/1987 Doc 17061616
REC 1/11/1987 Doc 17061616

CONDOMINIUM 27-1309-015
Q EARVIEW CONDOMINIUM 8
REC 1/12/1987 Doc 17294115
REC 1/12/1987 Doc 17294115
REC 1/15/1987 Doc 17503442
REC 10/26/1987 Doc 17575574
REC 1-4-1991 Doc 18094102

1-72-1001	36-71-1068
1-72-1001	36-71-1069
3-72-1003	38-71-107D
4-71-1004	39-71-1071
S-11-1005	40-71-1012
6-72-1006	41-71-1072
7-72-1007	42-71-1074
8-12-1008	43-71-1075
9-72-1009	44-71-1078
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14-72-1014	48-71-1081
15-72-1015	49-71-1082
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11-72-1018	9-76-1085
19-72-1019	10-76-1086
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U-72-1021	12-76-1088
22-72-1022	13-76-1099
2-7-1023	14-76-1090
3-7-1024	15-76-1091
4-7-1025	16-76-1092
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9-74-1031	22-76-1091
10-74-1031	23-76-1099
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2-71-1034	25-76-1101
1-71-1035	26-7-1102
4-71-1036	17-76-1103
5-71-1037	21-76-1104
6-71-1038	21-76-1105
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14-71-1046	4-70-1113
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15-71-1047	7D-1115
15-71-1047	7-70-1116
17-71-1049	
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23-71-1055	11-70-1122
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25-71-1057	15-70-1124
26-71-1058	16-70-1125
17-71-1059	17-70-1126
21-71-1060	11-70-1127
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30-71-1062	20-10-1129
31-71-1063	21-10-1130
32-71-1064	22-70-1131
33-71-1065	23-70-1132
34-71-1066	24-70-1133
35-71-1067	25-70-1134

CONDOMINIUM 17-21-200-D16
EAGLE RIDGE CONDOMINIUM 9
REC 1/9/1987 Doc 17017431
REC 1/11/1987 Doc 17061616
REC 1/11/1987 Doc 17061616
REC 2/1/1988 Doc 18065111
REC 7/1/1988 Doc 11294009

Y-1
1347-1W-1008 8330-1E-1016
1342-2W-1002 8330-2E-1017
1342-1W-1001 8330-1E-1011
1142-1E-1004 8334-1W-1019
100-E-1005 1142-1W-1010
GG-11-1 1324-1W-1018
114-1W-1017 1324-1W-1018
114-1W-1018 1324-1W-1018
m-11-110 1324-1W-1018
1136-2-1011 1324-1W-1018



R/W Name: Palos Frankfort R/W
PARCELS: pt 12 and 13 to 21
W 1/2 of SECTIONS 23, 26 and 35, TOWNSHIP 36 N, R4
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY- ORLAND TWP, ILLINOIS
COMED REGION SOUTH
PIN: pt of 27-23-200-004, 27-23-400-008, 27-26-200-005, 27-26-200-015,
27-26-202-007, 27-26-202-008, 27-26-400-004, 27-26-401-009 and 27-35-200-003

36-12-23G
27-23

PALOS FRANKFORT R/W - 2"

W 1/2 SE 1/4 SEC 23-36-12
ORLAND

TANBAU SUB. 1 W. 1/2 SEC 23-36-12
TANBAU SUB. 1 W. 1/2 SEC 23-36-12
TANBAU SUB. 1 W. 1/2 SEC 23-36-12
TANBAU SUB. 1 W. 1/2 SEC 23-36-12



RAW Name: Palos Frankfort R/W

114th St

11/CHELLE LN

PARCELS: pt 12 and 13 to 21

W 1/4 of SECTIONS 23, 26 and 35, TOWNSHIP 36 N, RANGE 12E
OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY- ORLAND TWP, ILLINOIS
COMED REGION SOUTH

PIN: pt of 27-23-200-004, 27-24-400-008, 27-26-200-005, 27-26-200-015,
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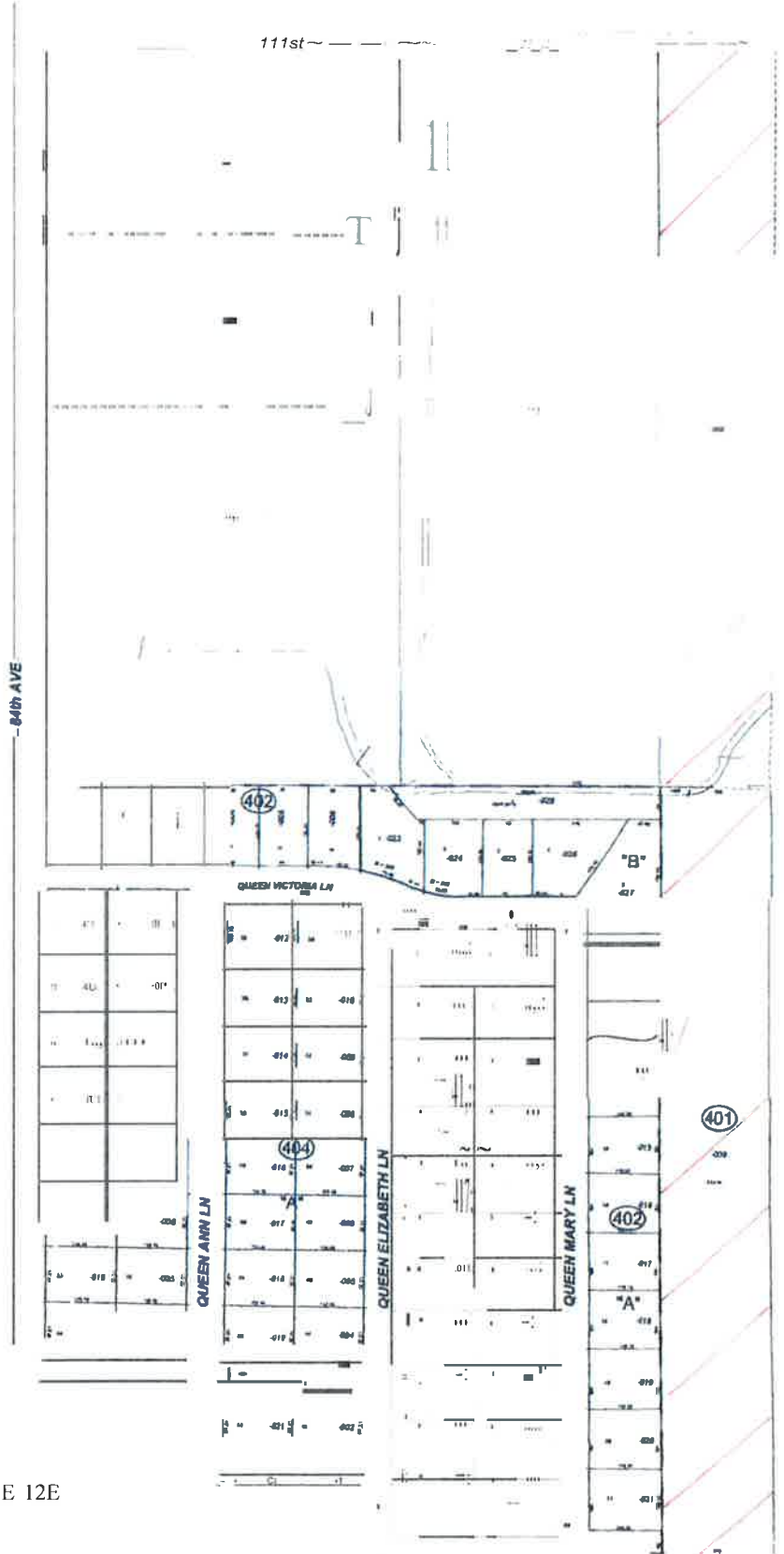
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36-12-26G
27-26

W 1/2 SE 1/4 SEC 26-36-12
ORLAND

PLATSCOPE...
R/S...
O-C...
A-C...
A-C...
A-C...



R/W Name: Palos Frankfort R/W
PARCELS: pt 12 and 13 to 21
W 1/2 of SECTIONS 23, 26 and 35, TOWNSHIP 36 N, RANGE 12E
OF THE THIRD PRINCIPAL MERIDIAN

PIN: pt of 27-23-200-004, 27-23-400-008, 27-26-200-005, 27-26-200-015,

COOK COUNTY-ORLAND TWP, ILLINOIS
COMED REGION SOUTH
27-26-202-007, 27-26-202-008, 27-26-400-004, 27-26-401-009 and 27-35-200-003

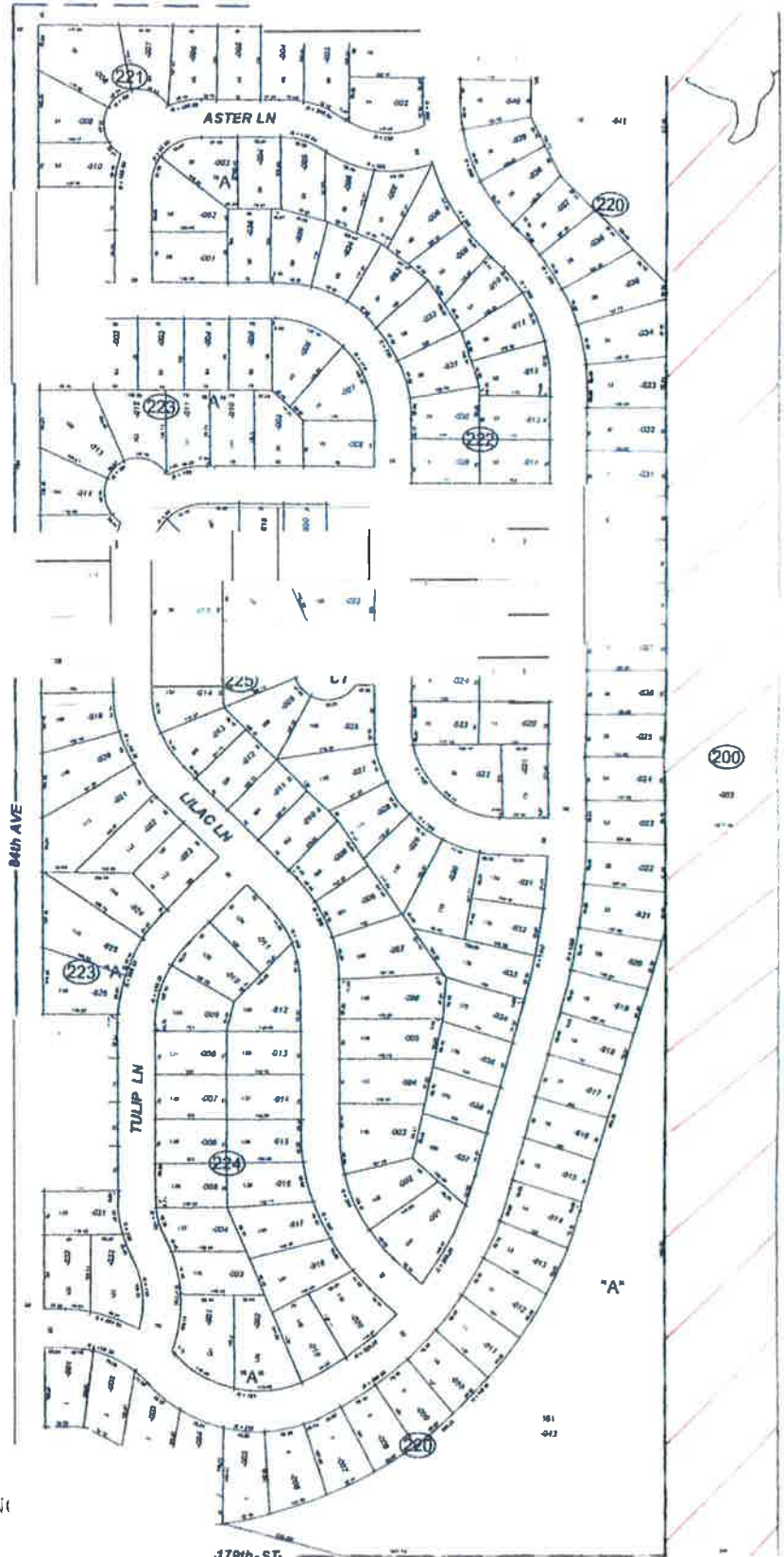
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27-35

W 1/2 NE 1/4 SEC 35-36-12
ORLAND

-5''

MAEISECG&UN
N/10/15 W 12 k
19/011

11/12
15/30



R/W Name: Palos Frankfort R/W
PARCELS: pt 12 and 13 to 21

W 1/2 of SECTIONS 23, 26 and 35, TOWNSHIP 36 N, RANGE
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY- ORLAND TWP, ILLINOIS
COMED REGION SOUTH

PIN: pt of 27-23-200-004, 27-23-400-008, 27-26-200-005, 27-26-200 015,
27-26-202-007, 27-26-202-008, 27-26-400-004, 27-26-401-009 and 27-35-200-003

EXHIBIT B

Base Rent Schedule

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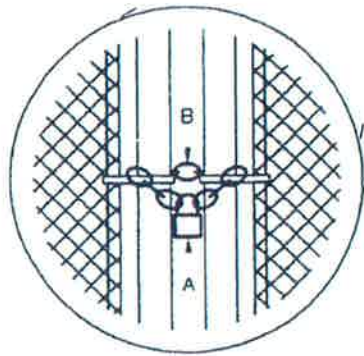
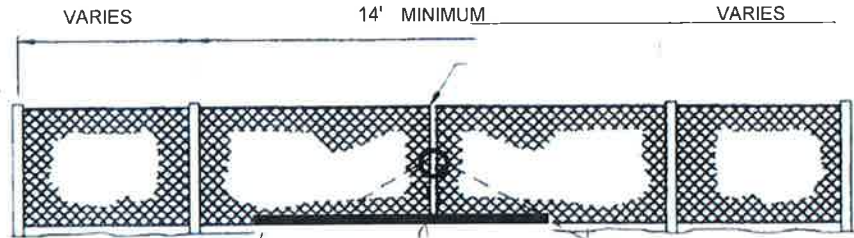
EXHIBIT C-1

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C9522
PAGE 1 OF 1

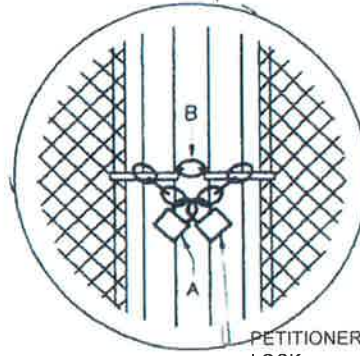
REVISES SPEC. DATED 3-9-81

>-- 6-16-94
C9522
PAGE 1 OF 1

LOCKING ARRANGEMENTS
FOR TRANSMISSION RIGHT-OF-WAY GATES &
TRANSMISSION LINE TERMINALS



C9522,1
SINGLE LOCK ARRANGEMENT



C9522,2
ARRANGEMENT FOR TWO
OR MORE LOCKS

DESCRIPTION		EM	S.I.	UNIT	QUANTITY
A	LOCK, PADLOCK, SHACKLE OPENING 1 1/7 IN. X 3/8 IN. PLATED STEEL		716027	EA.	2
8	STRAIGHT LINK CHAIN, HOT DIPPED GALVANIZED	0	7867561	FT.	3 3

ENGINEERING INFORMATION

1 CHAIN ORDERING DESCRIPTION STRAIGHT LINK CHAIN, TRADE SIZE 5/0. MATERIAL
DIAMETER 0.26 IN. LINK WIDTH 0.44 IN. X LINK LENGTH 1.52 IN

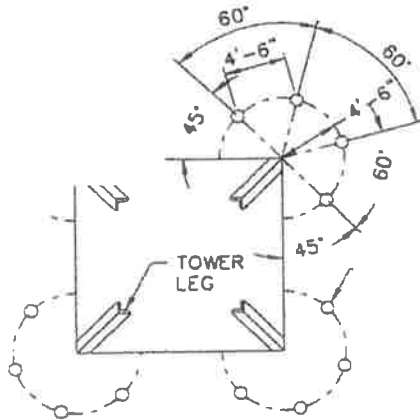
TRANSMISSION RELJABIU'I' AND STANDARDS

COMMONWEALTH EDISON COMPANY
SYSTEM STANDARD

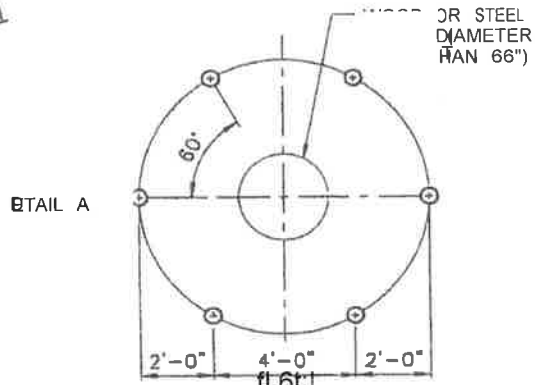
XTLSCOE
REVISION

PROTECTIVE BARRIERS
FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

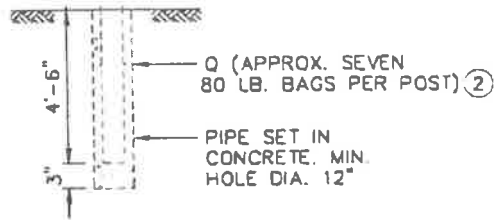
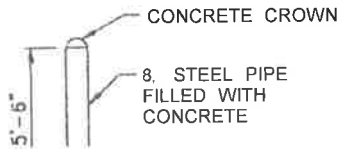
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES ADJACENT TO
PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES) C9520.1_



TYPICAL TOWER LEG PROTECTION
C9520.11

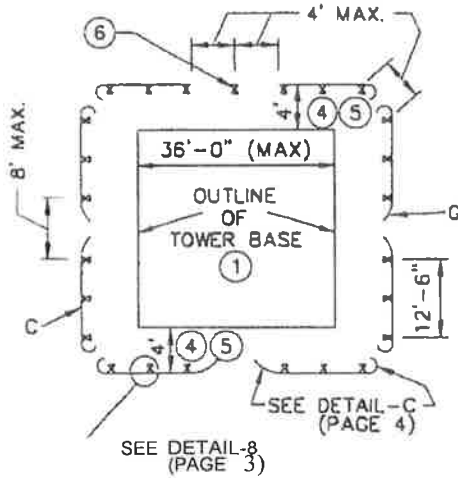


TYPICAL WOOD OR STEEL POLE PROTECTION
C9520.12

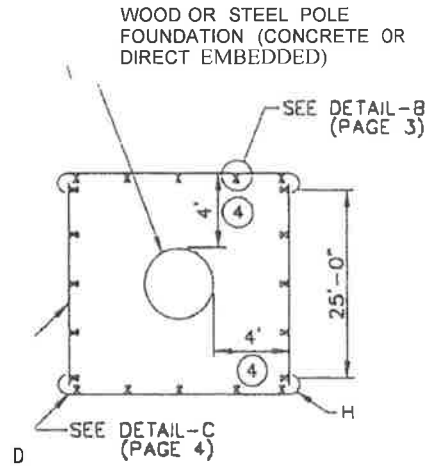


DETAIL-A

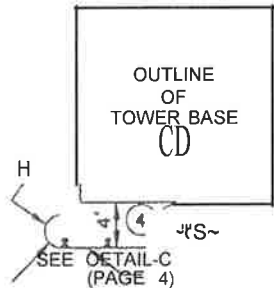
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
 C9520.~



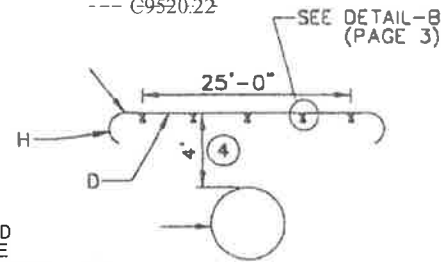
.ew.
 TYPICAL TOWER PROTECTION
 ON ALL SIDES
 C9520.21



fWi
 TYPICAL POLE PROTECTION
 ON ALL SIDES
 --- C9520.22



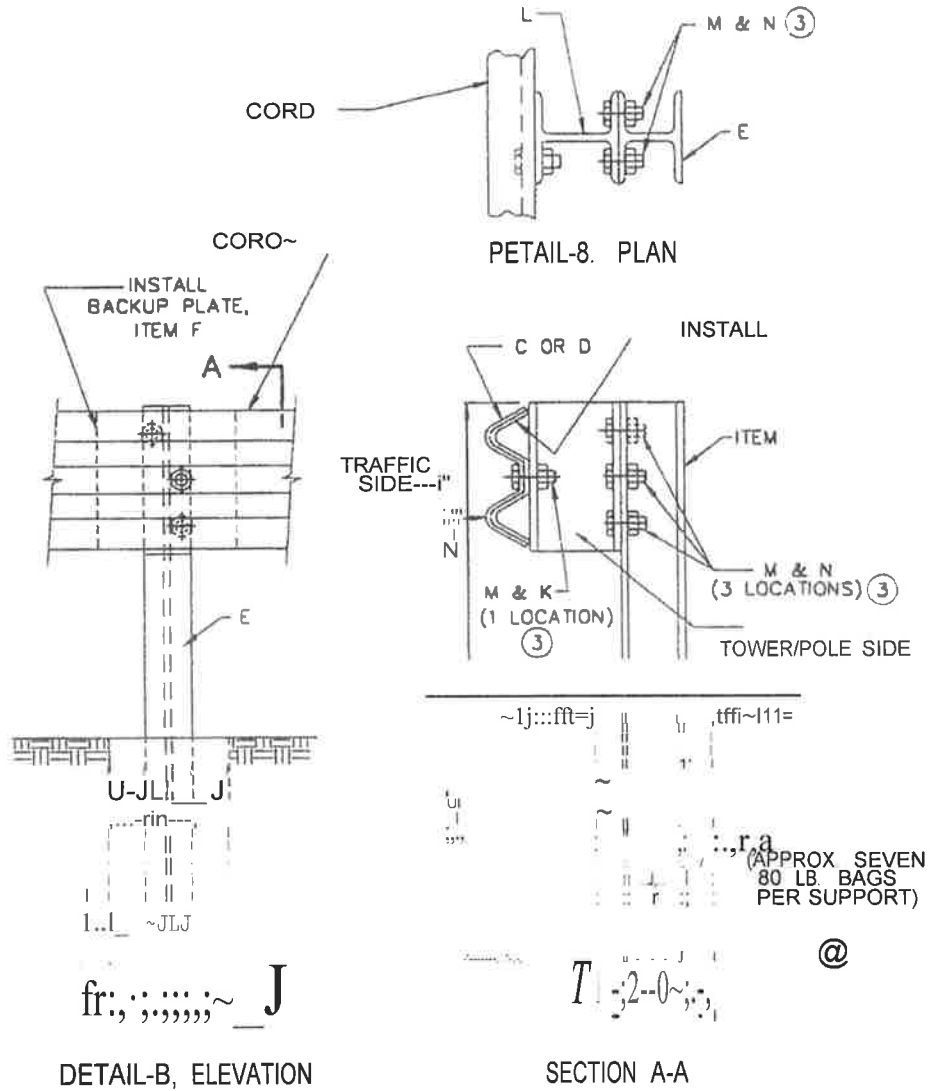
fLAti
 TYPICAL TOWER PROTECTION
 ON ONE SIDE
 C9520.23



WOOD
 POLE
 (CONCRETE OR
 DIRECT EMBEDDED)

fLAti
 TYPICAL POLE PROTECTION
 ON ONE SIDE
 C9520.24

GUARDRAILSUPPORT DETAILS,C9520.2_

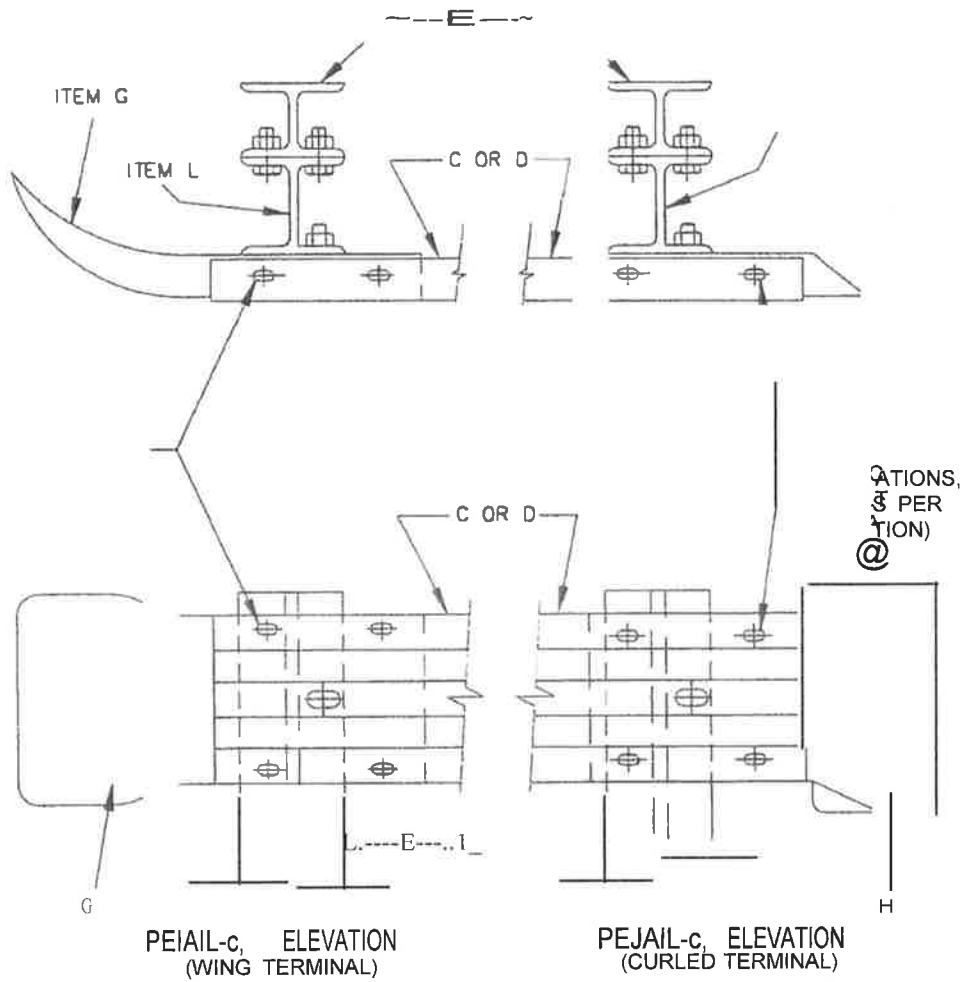


STANDARD SPECIFICATION

©1999 C-IV6

ACAD

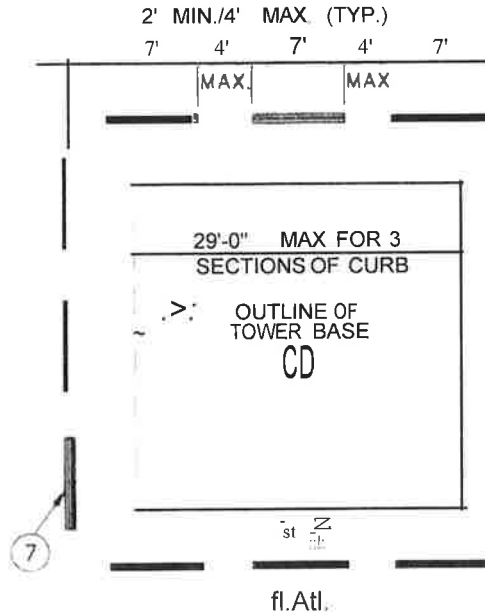
GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2_



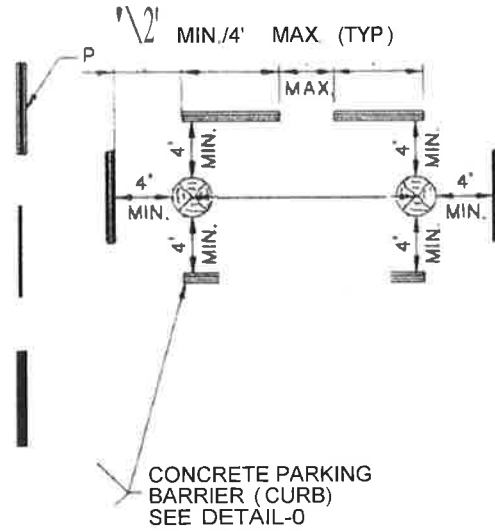
~ STANDARD SPECIFICATION © 2000 Revised Echew1

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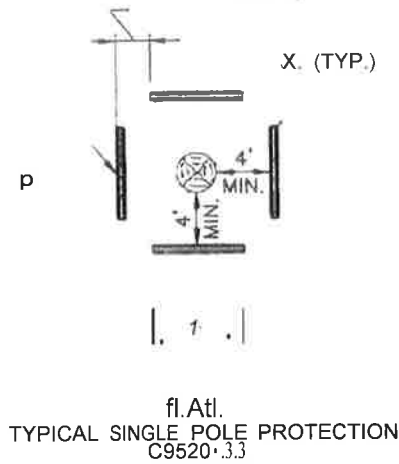
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)
 C9520.3



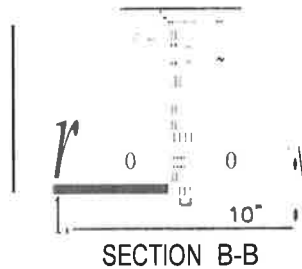
fl. Atl.
 TYPICAL TOWER PROTECTION
 C9520.31



3/4" STEEL~
 STAKES
4
 DEJAIL-P
 TOTAL WT IS APPROX. 250 LBS



fl. Atl.
 TYPICAL SINGLE POLE PROTECTION
 C9520.3.3



STANDARD SPECIFICATION

ACAU

APPLICAJIQN

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION

INEOBMAJION

ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN

- (a) ITEM 'a', (S.1.1701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48DD3. ONE CONC-ETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.1701129 AFTER ADDING WATER AND MIXING
- (O) NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- (C) SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY
- (O) THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- (C) WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- (O) NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- (R) THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- (R) CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

**EXHIBIT "D" Insurance
Requirements
(current 9/29/2010)**

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-NII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

B. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-NII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE#1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit.

COVERAGE#2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 07 or its equivalent)) covering all contractors, subcontractors and all their subcontractors with limits of not less than two million dollars (\$2,000,000.00) per occurrence and per project or per location aggregate covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date Landlord and Tenant terminate the lease. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors).

Additional Insured Endorsement. All liability insurance policies shall name Landlord, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried

by Landlord, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 07 04 and CG 20 37 07 04, or their equivalents, and shall maintain the required coverages (including but not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors), for a period of not less than three (3) years from the date the Lease is terminated.

COVERAGE#3

Automobile Liability coverage (including coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, for owned non-owned and hired, vehicles.

COVERAGE4

Excess or Umbrella liability insurance coverage in an amount that in combination with Commercial General Liability coverage and Automobile Liability coverage totals six million dollars (\$6,000,000) of liability insurance per occurrence.

Tenant's Insurance during the Term shall be the following:

Tenant self-insures for losses which are not greater than \$2,000,000 and shall continue to do so as long as this agreement is in effect. The Tenant carries excess liability insurance in an amount of not less than \$5,000,000 per occurrence and, with an aggregate of not less than \$10,000,000 per annual period and shall maintain such insurance so long as this agreement is in effect.

These policies do not contain any provisions excluding coverage for injury, loss, or damage arising out of or resulting from (a) doing business on, near, or adjacent to Landlord's facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling treatment, disposal, or dumping of waste materials or substances. There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance evidencing the foregoing coverage.

All policies shall contain a provision that coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Tenant shall provide evidence of the required insurance coverage which shall be delivered to Landlord upon execution of this document. The insurance shall be kept in force through the Term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the date of the Lease and coverage shall be maintained in full force and effect for two (2) years after termination of the Lease, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the parties.

Insurance coverage provided by Tenant shall not include any claims made insurance policy or any policy or endorsement language that limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

(2) (1) Provide for a waiver of all rights of subrogation which Tenant's insurance carrier might exercise against Landlord; and

(2) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant's contractors. If Tenant receives notice that Landlord has amended, corrected or changed the limits, coverages, and forms of policies, Tenant will require agreements with Contractors, signed subsequent to said notice to include such changes. In no event will notice of changes to insurance requirements affect the agreements that Tenant is currently bound to with Contractors.

WAIYER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

EXHIBITE

Additional Requirements

Tenant shall adhere to the following requirements:

1. Tenant shall maintain the Leased Premises and Additional Area to be Maintained (which includes the open grass way area) of the Landlord right of way property.
2. Care must be used when mowing the fields such that no Landlord structures are touched.
3. If lighting and landscaping is required, plans and details must be provided to CornEd for review to ensure safety clearances are not violated.
4. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
5. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
6. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
7. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
8. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
9. Tenant must remove all scrub brush, limbs and/or tree trunks from the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
10. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
11. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
12. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
13. The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
14. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path is prohibited. Further. Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
15. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.
16. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.
17. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
18. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.

19. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
20. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
21. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
22. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
23. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
24. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
25. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
26. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
27. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
28. If the project requires additional soil, only clean fill shall be used.
29. No hazardous materials may be stored on Landlord's property including in any vehicle.
30. Pervious materials shall be used in the construction of any paths on the Leased Premises.
31. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
 - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
 - A copy of any required environmental permits
 - A copy of any environmental reports required by the permits
32. Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).



Interoffice Memo

Date: June 6, 2018

To: John Urbanski, Assistant Public Works Director

From: Jeff Cossidente, Water Superintendent

Subject: Back Flow Prevention Program recommendation

Description:

Currently the Public Works Department manages all aspects of the Back Flow Prevention Program for the Village of Tinley Park and their residents. This program management requires extensive efforts on our clerical staff that could be allocated on other assignments. The management of a RPZ/Backflow device requires annual resident notifications, certified plumber follow-up, and if necessary, additional notifications of noncompliance. There are currently 3,885 RPZs that this process is repeated annually for. Along with the extensive amount of personnel time, this program requires a large number of notification mailers to be sent to the residents and/or the certified inspectors. The Public Works Department is required to have a program in place per IEPA and shall have documentation available in the case of an audit.

Background:

With the understanding that other areas of Public Works office operations are deficient in available staffing, the Public Works Water Superintendent began to research solutions to the RPZ/Backflow management from surrounding communities. After surveying with many other communities (attached list) we found that BSI Online was the standard solution. In further discussions with the department heads of these communities, it was found that BSI was well received and they were generally happy with service given. With the initialization of this program the Public Works Department will be essentially hands free of this burden. Furthermore, if it happens that we are audited by IEPA, BSI will represent us at audit with all the required information.

In it's current state, the resident is responsible for the annual costs of the recertification and the Village is responsible for the remaining costs associated to the management, mailings and processing. The recommended solution from BSI Online offers four different cost packages based on a 4,500 device list:

1. Village Pays \$12.95ea. / \$58,750 = Resident additional cost \$0
2. Village Pays \$7.95ea. / \$35,775 = Resident additional cost \$5.00
3. Village Pays \$5.00ea. / \$22,500 = Residents additional cost \$7.95
4. Village Pays \$2.95ea. / \$13,275 = Resident additional cost \$10.00

Contractor:

BSI Online

Location

Worth, IL

Cost

\$58,750.00

Budget/ Finance:

Funding in the amount of \$58,750.00 is available in approved FY19 Water/Sewer Budget.

Staff Direction Request:

The Village Board approval to select a cost package and to utilize the professional services of BSI Online for The Back Flow Prevention Program.

Attachments:

1. List of towns using BSI Online
2. Letter of Recommendation From Orland Park.



Illinois Customer List

Antioch	Harwood Heights	Palos Heights
Aurora	Hazel Crest	Park Forest
Beecher	Hinsdale	Prospect Heights
Bellwood	Huntley	Rantoul
Bensenville	Itasca	River Forest
Bethalto	Joliet	River Grove
Brookfield	Kenilworth	Riverdale
Buffalo Grove	Lake Villa	Riverwoods
Burr Ridge	Lansing	Rock Island
Calumet City	Lemont	Rockford
Calumet Park-Comm.	Leyden Township	Rolling Meadows
Calumet Park-Res.	Liberty Utilities	Round Lake
Carol Stream	Lincolnwood	Round Lake Beach
Chicago Ridge	Lindenhurst	Schaumburg-Comm
Coal City	Lisle	Schaumburg-Res.
Country Club Hills	Loves Park	Schiller Park
Crestwood	Markham	Shorewood
Crete	Marshall	Silver Glen Estates
Darien	Matteson	Skokie
Deerfield	Meadowbrook	South Elgin
Diamond	Melrose Park	South Holland
Dixmoor	Midlothian	Stickney
Downers Grove	Mill Creek	Stone Park
East Moline	Minooka	Sugar Grove
Elmhurst	Monee	Summit
Evergreen Park	Monmouth	Villa Park
Flossmoor	Montgomery	Wasco Sanitary District
Ford Heights	Naperville	Wauconda
Forest Park	New Lenox	Waukegan
Fox Lake	Niles	West Suburban Water Commission
Franklin Park	Norridge	Westmont
Glen Carbon	North Aurora	Wheeling
Glencoe	North Chicago	Wilmette
Glendale Heights	North Park Water	Winfield
Glenview	Northfield	Winthrop Harbor
Glenwood	Oak Brook	Wood Dale
Grayslake	Oak Lawn	Wood River
Gurnee	Orland Park	Woodridge
Hartford	Oswego	Worth
Harvey	Palatine	Yorkville



**BACKFLOW SOLUTIONS, INC., THE FOUNDERS OF BSI ONLINE,
HAVE CREATED A BACKFLOW TRACKING PROGRAM,
WITHOUT THE EXPENSIVE SOFTWARE.**

- \$495/ yr (guaranteed in writing) for the life of your contract
- Results entered by backflow testers - completely web-based
- No software required
- Real-time data from our automated, green, paperless program
- Sends out your annual notices (includes postage costs)
- Proven to increase backflow testing compliance
- Monthly non-compliance reporting - straight to your inbox
- Complete municipal access to all backflow test reports
- Water customer calls are directed to BSI Online



The alternative to backflow software.



Contact Us Today!

ORLAND PARK, IL partners with Backflow Solutions, Inc.

With a bustling community of over 55,000 residents, environmental awareness is of high importance to the Village of Orland Park, IL. Of the many provisions taken to reduce their already shrinking carbon footprint, the Village is also using the BSI Online backflow tracking program. Benefits of the program include a decrease in the Village's paper waste, as well as an increase in available time to enforce compliance of state regulations.

"BSI has proven to be an effective and low cost improvement to our Backflow Management Program. The transition to a Web based system was seamless and intuitive in support of the Village's Green Initiative. We are able to utilize our personnel in a more productive manner, eliminating burdensome paper work and manual tracking of tests."

-John J Ingram, Superintendent of Utilities, Orland Park, IL



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GREEN
Technology

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800-414-4990

deisenhauer@backflow.com
www.backflowsolutions.com

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Interoffice Memo

Date: June 6, 2018

To: David Niemeyer, Village Manager
Kevin Workowski, Public Works Director

From: John Urbanski, Assistant Public Works Director

Subject: RFP Approval: PBX Phone System & Voicemail Replacement

Presented for June 12th, 2018 Village Board Agenda discussion and possible action:

Background:

Tinley Park has requested the services of Municipal Services Consulting (MSC) to evaluate the current phone, voicemail and infrastructure within the village facilities. After thorough evaluation of the existing system, capability requests from multiple departments, requirements for system redundancy, concerns of system obsolescence, and failures to existing voicemail system, an RFP was made available for solution recommendations. The current system has been in operation for over 20 years with ongoing maintenance and equipment failures causing outages. The benefits of the recommended equipment include but are not limited to:

- I.P. based phones, reducing the need for additional infrastructure.
- New digital user operating format.
- Ability to cross-connect audio and video in a conference setting.
- Voicemail system integrated into operating system, not requiring additional equipment.
- Improvements of audio quality.
- Capable of allowing individual users to utilize Bluetooth handsfree devices.
- Triple redundancy from service provider

Description:

Work consists of PBX, phone and voicemail replacements in all village facilities. Installation and performing of all programming, integration and optimization for the main system, individual user phones, any peripheral components consisting of:

- 3 server locations that connect to the carrier for redundancy and reliability
- 302 phone instruments
- 360 voice mail boxes to cover all extensions plus 60 PD Road Officers
- 90 locations that require new cabling Training of user equipment for village personnel.

Coordination of installation with Public Works, I.T., and individual user departments to allow for least interruption, best installation practices. Additionally, work will include interfacing with the existing 911 systems and all SOW requirements as indicated in the RFP. Furthermore, the recommended provider is a JPR contractor that calls for equipment to be bid regionally and purchase at the best price possible. Three (3) submittals were received, evaluated and individually

interviewed with the review committee consisting of the I.T. Manager, Assistant Public Works Director, I.T. Technician, and MSC representative and best offer requests as follows:

<u>Contractor:</u>	<u>Location</u>	<u>Bid & Alternates</u>
Telcom Innovations Group (TIG)	Itasca, IL	\$289,000.00
KaiserComm	Carpentersville, IL	\$302,527.00
Pentegra	Elmhurst, IL	\$352,255.00

Original Project Estimate.....\$400,000.00

Budget/ Finance: Funding is available in the approved FY19 Capital Projects Budget.

Total project costs for the Telephone System, cabling installation and (5) years of support with contingency for additional features.

Base Cost with revised type and increased phone count =	\$ 289,000.00
Facility Cabling =	\$ 21,000.00
Additional Features =	\$ 15,000.00
Contingency 10% =	<u>\$ 30,000.00</u>
Total	\$ 355,000.00

Staff Direction Request:

1. Approve contract with Telcom Innovations Group (TIG), of Itasca, IL in an amount not to exceed \$355,000.00 for the PBX Phone System & Voicemail Project.
2. Direct staff as necessary.

Attachments:

1. Letter of Recommendation



2682 Garfield Road North, Suite
(231) 409-4111 Fax (231) 929-



22, Traverse City, MI 49686
4580

www.municipalservicesconsulting.com

June 5, 2018

To: Mr. John Urbanski, Assistant Director
Department of Public Works
Village of Tinley Park

Re: Comprehensive Review Analysis of Telephone RFP Responses

Dear Mr. Urbanski:

The Village received (4) response to the request for bid on the Telephone System RFP and (2) responses for the cabling portion of the RFP. The vendors are:

Telephone RFP:

KaiserComm offering the Avaya (IP Office)

Pentegra offering the Mitel (ShoreTel)

Telecom Innovations Group offering the Mitel (MIVoice Business VoIP)

Cabling RFP:

Airport Electric Company

Pentegra

Initial Review

The RFP analysis is as follows:

All vendors offer a comparable system with full feature capabilities and integration to the wireless world. The bid pricing on all (3) were comparable as well. All (3) vendors have omitted some type of feature and the cost associated to that feature. I have issued requests to all (3) vendors for additional pricing and clarification as to the features and operation. I have asked for the pricing on the color/touch screen phones.

Initial RFP Response Comparison:

KaiserCom = \$ 315,258.00

Pentegra = \$ 229,288.00

TIG = \$ 247,590.00

RFP Cost Analysis using the same phone type:

KaiserCom = \$344,167.00

Pentegra = \$ 290,668.00

TIG = \$ 287,661.29

Results of Demonstration:

The (3) vendors provided detailed demonstrations of their equipment and system operation. After the demonstrations the panel selected TIG with the Mitel solution as the preferred vendor.

MSC then requested BAFO “Best and Final Offers” from each vendor

BAFO results:

KaiserCom	=	\$ 302,527.00
Pentegra	=	\$ 352,255.00
TIG	=	\$ 289,000.00

Summary of Cable Implementation:

The following bids were received for cabling the Village Facilities.

Airport Electric	=	\$ 19,988.57
Pentegra	=	\$ 52,711.00

Comprehensive Review and Recommendations from Initial Project Submissions, Demonstrations and BAFO Submissions:

The recommendation is that the Village select and approve a contract agreement with TIG utilizing the Mitel System subcontracting with Airport Electric as the cable implementation provider. The Mitel solution offers the best price and offered the most comprehensive system solution during product demonstrations.

Total project costs for the Telephone System, cabling installation and (5) years of support with contingency for additional features.

Base Cost with revised type and increased phone count	=	\$ 289,000.00
Facility Cabling	=	\$ 21,000.00
Additional Features	=	\$ 15,000.00
Contingency 10%	=	<u>\$ 30,000.00</u>
Total		\$ 355,000.00

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the “Village”), and **Telecom Innovations Group** (the “Contractor”), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed Three Hundred Fifty Five Thousand and 00/100 **Dollars (\$355,000.00)** based on and including the Final Offer, Subcontracted Services and 15% Contingency for additional features as desired and approved. (Contractor shall invoice and receive payment for actual services performed and approved). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order. Any increase or decrease in the contract will be adjusted according to the line item pricing schedule attached to this document as EXHIBIT “B”.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
 - 60 days from contract execution date of last signature.
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.

7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.
8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.

12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at

<http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

24. All documents utilized in this contract have a level of precedence priority. The precedence order is as follows:
 - a. VTP Service Contract
 - b. EXHIBIT "A" Scope of Services
 - c. EXHIBIT "B" TIG BFO with revised equipment types and quantities
 - d. EXHIBIT "C" Original RFP Document
 - e. EXHIBIT "D" TIG RFP Response

25. Payment Schedule Milestones
 1. 50% upon contract approval
 2. 30% upon project completion, turnup and testing
 3. 20% upon, completion of all punchlist items, ATP performance and final approval.

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Telecom Innovations Group
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Telecom Innovations Group
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Telecom Innovations Group
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Telecom Innovations Group
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.

- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Telecom Innovations Group
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Telecom Innovations Group
Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2009-O-002.

Telecom Innovations Group
Name of Contractor (please print)

Submitted by (signature)

Title

CONTRACT APPROVAL PAGE

TELECOM INNOVATIONS GROUP

BY: _____

_____ Date

Printed Name: _____

Title: _____

VILLAGE OF TINLEY PARK

BY: _____

Jacob C. Vandenberg, Mayor
(required if Contract is \$20,000 or more)

_____ Date

ATTEST:

Village Clerk
(required if Contract is \$20,000 or more)

_____ Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

_____ Date

EXHIBIT "A"
SCOPE OF SERVICES

Village Responsibilities:

- A. Provide rack space in equipment room located in basement of Public Safety, server room in Village Hall and server room in Police Department
- B. Provide IP address scheme on Village Network to integrate to the following requirements
 - a. Village Network
 - b. (4) Fire Stations over Village Network routing back to Public Safety
 - c. Interface to all Village PCs where phones are located
 - d. Any peripheral switches or network devices provided by vendor
- C. Access to Village facilities to install and complete the contracted project.
- D. Project Management support and supervision.
- E. Provide analog interface to Fax, Modem and POTS type circuits.
- F. VTP and MSC shall approve and signoff on the final work product

Vendor Responsibilities:

- A. Vendor shall provide the goods and services listed in Exhibit "B" of this document.
- B. Review the current systems operation and configure the new system with the proper extensions allocated to the proper facilities and VTP employees including pre-announcements, voice mail, call forward routing, caller ID, phantom extension allocation requirements, canned messages, network interface to VTP and LEC systems, etc.
- C. Review phantom extension allocation and configure system to emulate the same process the calling patterns in a suitable format.
- D. Perform all programming, integration and optimization for the following requirements:
 - a. Main system configuration
 - b. Phone configuration and installation
 - c. Install and interface all main system components such as, servers, network switches, PC devices and analog devices such as Fax, Modem and POTS type circuits to Village provided Network and IP address configurations as well as interface to LEC SIP provisions.
- E. Test and confirm system and component to all facilities Village wide.
- F. Provide as-built of system with all configuration and system documentation included for Village personnel.
- G. Install Main server and peripheral devices in 19' locking cabinet provided by the Village at Public Safety, Village Hall and Police Department
- H. Plug in all main systems to existing UPS devices.
- I. Provide wiring and setup diagrams for all peripheral devices that will attach to the main systems.
- J. Provide recommendations and approval for wiring type to and between all devices.
- K. Provide dimensions and equipment size and mounting requirements to ensure the enclosures are adequate for mounting.

- L. Jointly create ATP (acceptance test plan) for approval by both parties
- M. Perform through system testing and configuration prior to cutover.
- N. Provide system and user training (1) week prior to cutover.
- O. Cutover system with the approval of the Village for date and time.
- P. Create punchlist of all issues and outstanding items and changes required.
- Q. Create system asbuilt documentation
- R. Perform services as allocated under the contract understanding that any changes requested shall be submitted in writing and approved only by Village Authorized Personnel.

EXHIBIT "B"
Telecom Innovations Group "Best and Final Offer"



Telcom Innovations Group



Configured for:

- 3 Mitel 3300 MXe Purpose Built Controllers with Redundant Components
(1 each at Public Safety; Village Hall and Police Department)
- 62 Analog Circuits
- 72 SIP Trunk Licenses (24 per location)
- 61 Mitel 5304 - 2 Line, 10/100, one way speaker
- 139 Mitel 6920 IP Phones
- 56 Mitel 6930 IP Phones
- 43 Mitel 6940 IP Phones
- 10 Cordless Bluetooth Handset (for 6930 phones)
- 13 25 button Programmable Key Module
- 7 Integrated DECT Headset (for use with 6930 and 6940)
- 29 Bluetooth Cordless Speaker Phone
- 3 Mitel 5624 v2 WiFi handset w/bttry & clip
- 300 UCC Entry User Licenses includes the following:
Voicemail & Unified Messaging License
MiCollab Basic UC Client Desktop License
Twinning (Single Number Reach) with call handoff
- 146 UCC Standard User License includes the following: (Includes 145 Officers)
Voicemail & Unified Messaging License
MiCollab Advanced UC Client Desktop License
Multi-Device License (Up to 8 Devices) with call handoff
Advanced IM & Presence
Remote Teleworker Licenses
Softphone
15 ports Audio, Web Video Conferencing
- 24 NuPoint Voicemail Ports
- 175 Voicemail boxes
- 30 Additional voicemail boxes for departmental, greetings, etc.
- 4 IP Paging Units
- 1 Contact Center with 6 Agents with Business Reporter
- 1 Business Reporter for 350 users
- 1 Mitel Emergency Alerts Bundle (for sending messages to ALL users phones)
- 3 4 port analog Terminal Adaptors

Public Safety Building								
Part Number	Description	Qty.	Unit	Extended	NJPA	NJPA Unit	NJPA Extended	
Base Hardware & Software								
50006731	3300 MXe III w/ 1GB RAM Controller	1	\$	3,000.00	\$	3,000.00	38.00%	\$ 1,860.00 \$ 1,860.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$	25.00	\$	25.00	38.00%	\$ 15.50 \$ 15.50
54004973	MiVoice Business Enterprise S/W for 3300	1	\$	3,000.00	\$	3,000.00	38.00%	\$ 1,860.00 \$ 1,860.00
54005330	Enterprise License Group	1	\$	1,000.00	\$	1,000.00	38.00%	\$ 620.00 \$ 620.00
Redundant Hardware Components								
50006965	3300 MXeIII SATA SSD 2pk (Cntr-Server)	1	\$	530.00	\$	530.00	0.00%	\$ 530.00 \$ 530.00
50005084	MXe AC POWER SUPPLY	1	\$	500.00	\$	500.00	38.00%	\$ 310.00 \$ 310.00
50006431	MXe III Raid Sub-System	1	\$	1,500.00	\$	1,500.00	38.00%	\$ 930.00 \$ 930.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$	25.00	\$	125.00	38.00%	\$ 15.50 \$ 77.50
Analog Hardware & Software								
50005104	4 PLUS 12 PORT COMBO	5	\$	1,000.00	\$	5,000.00	38.00%	\$ 620.00 \$ 3,100.00
50005105	ASU II	3	\$	700.00	\$	2,100.00	38.00%	\$ 434.00 \$ 1,302.00
50006271	PWR CRD C13 10A 125V - NA Plug	3	\$	25.00	\$	75.00	38.00%	\$ 15.50 \$ 46.50
54002701	MiVoice Business License-SINGLE LINE EXT	16	\$	75.00	\$	1,200.00	38.00%	\$ 46.50 \$ 744.00
SIP Hardware & Software								

54005400	MiVoice Business SIP Trunks x10	2	\$	900.00	\$	1,800.00	38.00%	\$	558.00	\$	1,116.00
54002390	MiVoice Business License - SIP Trunk x1	4	\$	100.00	\$	400.00	38.00%	\$	62.00	\$	248.00
54004491	SIP Trunking Channel Proxy	24	\$	50.00	\$	1,200.00	38.00%	\$	31.00	\$	744.00
54004571	Mitel Border Gateway Base Software	1	\$	250.00	\$	250.00	38.00%	\$	155.00	\$	155.00
SERVERMBG	1U Intel Server for Mitel Border Gateway	1	\$	2,117.50	\$	2,117.50	0.00%	\$	2,117.50	\$	2,117.50
Enterprise Software and Licensing											
54005441	MiCollab Base Software	1	\$	995.00	\$	995.00	38.00%	\$	616.90	\$	616.90
54006540	UCCv4.0 Entry User for MiVoice Bus x50	6	\$	9,350.00	\$	56,100.00	38.00%	\$	5,797.00	\$	34,782.00
54006542	UCCv4.0 STND User for MiVoice Bus x1	1	\$	325.00	\$	325.00	38.00%	\$	201.50	\$	201.50
54006542	UCCv4.0 STND User for MiVoice Bus (police)	145	\$	325.00	\$	47,125.00	38.00%	\$	201.50	\$	29,217.50
SERVERMAS	1U Intel Server for MiCollab	1	\$	2,117.50	\$	2,117.50	0.00%	\$	2,117.50	\$	2,117.50
54000297	MCD Mailbox license	1	\$	50.00	\$	50.00	38.00%	\$	31.00	\$	31.00
Voicemail - 175 Additional Voice Mail boxes											
54005611	MiCollab NPUM MiVBus Mailbox Licenses x50	3	\$	1,500.00	\$	4,500.00	38.00%	\$	930.00	\$	2,790.00
	MiCollab NPUM MiVBus Mailbox Licenses x10	2	\$	350.00	\$	700.00	38.00%	\$	217.00	\$	434.00
	MiCollab NPUM MiVBus Mailbox Licenses x1	5	\$	40.00	\$	200.00	38.00%	\$	24.80	\$	124.00
IP Phones & Accessories											
51011571	5304 IP Phone 2 Line, 10/100, one way speaker	61	\$	170.00	\$	10,370.00	38.00%	\$	105.40	\$	6,429.40
50006767	6920 IP Phone	139	\$	295.00	\$	41,005.00	38.00%	\$	182.90	\$	25,423.10
50006769	6930 IP Phone	56	\$	410.00	\$	22,960.00	38.00%	\$	254.20	\$	14,235.20
50006770	6940 IP Phone	43	\$	550.00	\$	23,650.00	38.00%	\$	341.00	\$	14,663.00
50006763	Bluetooth Handset (Cordless for use with 6930)	10	\$	150.00	\$	1,500.00	38.00%	\$	93.00	\$	930.00
50006874	M695 PKM (25 Button Programmable Key Module)	13	\$	200.00	\$	2,600.00	38.00%	\$	124.00	\$	1,612.00
51305332	Integrated DECT Headset (for use with 6930 & 6940)	7	\$	325.00	\$	2,275.00	38.00%	\$	201.50	\$	1,410.50
51306580	S720 Bluetooth Speaker Phone	29	\$	325.00	\$	9,425.00	38.00%	\$	201.50	\$	5,843.50
51302081	Mitel 5624 v2 WiFi hndset w/bttry & clip	3	\$	445.00	\$	1,335.00	38.00%	\$	275.90	\$	827.70
50005663	5302/5304 Wall Mount Kit(16 Pack)	3	\$	100.00	\$	300.00	38.00%	\$	62.00	\$	186.00
Mitel Software Assurance											
54007807	SWA Prem 1y MiVBus Analog Port	16	\$	5.00	\$	80.00	38.00%	\$	3.10	\$	49.60
54007810	SWA Prem 1y MiVBus DLM	1	\$	-	\$	-	38.00%	\$	-	\$	-
54007815	SWA Prem 1y MiVBus System	1	\$	163.00	\$	163.00	38.00%	\$	101.06	\$	101.06
54007947	SWA Prem 1y MiV BG SIP Connect	24	\$	8.00	\$	192.00	38.00%	\$	4.96	\$	119.04
54007949	SWA Prem 1y MiV BG System	1	\$	33.00	\$	33.00	38.00%	\$	20.46	\$	20.46
54008178	SWA Prem 1y MiCollab System	1	\$	130.00	\$	130.00	38.00%	\$	80.60	\$	80.60
54009189	SWA Std 1y MiCollab UM Mailbox	50	\$	3.50	\$	175.00	38.00%	\$	2.17	\$	108.50
54008320	SWA Prem 1y UCC Entry MiVB	300	\$	14.50	\$	4,350.00	38.00%	\$	8.99	\$	2,697.00
54008322	SWA Prem 1y UCC Std MiVB	1	\$	28.00	\$	28.00	38.00%	\$	17.36	\$	17.36
54008322	SWA Prem 1y UCC Std MiVB	145	\$	28.00	\$	4,060.00	38.00%	\$	17.36	\$	2,517.20
54009185	MPA Plus 1y MiVB /User	300	\$	6.00	\$	1,800.00	38.00%	\$	3.72	\$	1,116.00
										\$	262,366.00
										\$	164,477.62

Village Hall											
Part Number	Description	Qty.	Unit	Extended	Discount	NJPA Unit	NJPA Extended				
Base Hardware & Software											
50006731	3300 MxIII w/ 1GB RAM Controller	1	\$	3,000.00	\$	3,000.00	38.00%	\$	1,860.00	\$	1,860.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$	25.00	\$	25.00	38.00%	\$	15.50	\$	15.50
54004973	MiVoice Business Enterprise S/W for 3300	1	\$	3,000.00	\$	3,000.00	38.00%	\$	1,860.00	\$	1,860.00
54005330	Enterprise License Group	1	\$	1,000.00	\$	1,000.00	38.00%	\$	620.00	\$	620.00
Redundant Hardware Components											
50006965	3300 MxIII SATA SSD 2pk (Cntr-Server)	1	\$	530.00	\$	530.00	0.00%	\$	530.00	\$	530.00
50005084	MxIII AC POWER SUPPLY	1	\$	500.00	\$	500.00	38.00%	\$	310.00	\$	310.00
50006431	MxIII RAID Sub-System	1	\$	1,500.00	\$	1,500.00	38.00%	\$	930.00	\$	930.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$	25.00	\$	25.00	38.00%	\$	15.50	\$	15.50
Analog Hardware & Software											
50005731	24 port ONSp card	2	\$	860.00	\$	1,720.00	38.00%	\$	533.20	\$	1,066.40
50005105	ASU II	1	\$	700.00	\$	700.00	38.00%	\$	434.00	\$	434.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$	25.00	\$	25.00	38.00%	\$	15.50	\$	15.50
54002701	MiVoice Business License-SINGLE LINE EXT	20	\$	75.00	\$	1,500.00	38.00%	\$	46.50	\$	930.00
SIP Hardware & Software											
54005400	MiVoice Business SIP Trunks x10	2	\$	900.00	\$	1,800.00	38.00%	\$	558.00	\$	1,116.00
54002390	MiVoice Business License - SIP Trunk x1	4	\$	100.00	\$	400.00	38.00%	\$	62.00	\$	248.00

54004491	SIP Trunking Channel Proxy	24	\$ 50.00	\$ 1,200.00	38.00%	\$ 31.00	\$ 744.00
54004571	Mitel Border Gateway Base Software	1	\$ 250.00	\$ 250.00	38.00%	\$ 155.00	\$ 155.00
SERVERMBG	1U Intel Server for Mitel Border Gateway	1	\$ 2,117.50	\$ 2,117.50	0.00%	\$ 2,117.50	\$ 2,117.50
Enterprise Software and Licensing							
54000297	MCD Mailbox license	1	\$ 50.00	\$ 50.00	38.00%	\$ 31.00	\$ 31.00
Mitel Software Assurance							
54007807	SWA Prem 1y MiVBus Analog Port	20	\$ 5.00	\$ 100.00	38.00%	\$ 3.10	\$ 62.00
54007815	SWA Prem 1y MiVBus System	1	\$ 163.00	\$ 163.00	38.00%	\$ 101.06	\$ 101.06
54007947	SWA Prem 1y MiV BG SIP Connect	24	\$ 8.00	\$ 192.00	38.00%	\$ 4.96	\$ 119.04
54007949	SWA Prem 1y MiV BG System	1	\$ 33.00	\$ 33.00	38.00%	\$ 20.46	\$ 20.46
			\$ 19,830.50			\$ 13,300.96	

Police Department							
Part Number	Description	Qty.	Unit	Extended	Discount	NJPA Unit	NJPA Extended
Base Hardware & Software							
50006731	3300 MXe III w/ 1GB RAM Controller	1	\$ 3,000.00	\$ 3,000.00	38.00%	\$ 1,860.00	\$ 1,860.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$ 25.00	\$ 25.00	38.00%	\$ 15.50	\$ 15.50
54004973	MiVoice Business Enterprise S/W for 3300	1	\$ 3,000.00	\$ 3,000.00	38.00%	\$ 1,860.00	\$ 1,860.00
54005330	Enterprise License Group	1	\$ 1,000.00	\$ 1,000.00	38.00%	\$ 620.00	\$ 620.00
Redundant Hardware Components							
50006965	3300 MXeIII SATA SSD 2pk (Cntr-Server)	1	\$ 530.00	\$ 530.00	0.00%	\$ 530.00	\$ 530.00
50005084	MXe AC POWER SUPPLY	1	\$ 500.00	\$ 500.00	38.00%	\$ 310.00	\$ 310.00
50006431	MXe III Raid Sub-System	1	\$ 1,500.00	\$ 1,500.00	38.00%	\$ 930.00	\$ 930.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$ 25.00	\$ 125.00	38.00%	\$ 15.50	\$ 77.50
Analog Hardware & Software							
50005104	4 PLUS 12 PORT COMBO	1	\$ 1,000.00	\$ 1,000.00	38.00%	\$ 620.00	\$ 620.00
50005731	24 port ONSp card	1	\$ 860.00	\$ 860.00	38.00%	\$ 533.20	\$ 533.20
50005105	ASU II	1	\$ 700.00	\$ 700.00	38.00%	\$ 434.00	\$ 434.00
50006271	PWR CRD C13 10A 125V - NA Plug	1	\$ 25.00	\$ 25.00	38.00%	\$ 15.50	\$ 15.50
54002701	MiVoice Business License-SINGLE LINE EXT	26	\$ 75.00	\$ 1,950.00	38.00%	\$ 46.50	\$ 1,209.00
SIP Hardware & Software							
54005400	MiVoice Business SIP Trunks x10	2	\$ 900.00	\$ 1,800.00	38.00%	\$ 558.00	\$ 1,116.00
54002390	MiVoice Business License - SIP Trunk x1	4	\$ 100.00	\$ 400.00	38.00%	\$ 62.00	\$ 248.00
54004491	SIP Trunking Channel Proxy	24	\$ 50.00	\$ 1,200.00	38.00%	\$ 31.00	\$ 744.00
54004571	Mitel Border Gateway Base Software	1	\$ 250.00	\$ 250.00	38.00%	\$ 155.00	\$ 155.00
SERVERMBG	1U Intel Server for Mitel Border Gateway	1	\$ 2,117.50	\$ 2,117.50	0.00%	\$ 2,117.50	\$ 2,117.50
Mitel Software Assurance							
54007807	SWA Prem 1y MiVBus Analog Port	26	\$ 5.00	\$ 130.00	38.00%	\$ 3.10	\$ 80.60
54007815	SWA Prem 1y MiVBus System	1	\$ 163.00	\$ 163.00	38.00%	\$ 101.06	\$ 101.06
54007947	SWA Prem 1y MiV BG SIP Connect	24	\$ 8.00	\$ 192.00	38.00%	\$ 4.96	\$ 119.04
54007949	SWA Prem 1y MiV BG System	1	\$ 33.00	\$ 33.00	38.00%	\$ 20.46	\$ 20.46
			\$ 20,500.50			\$ 13,716.36	

Mitel Contact Center / Call Accounting & Reporting							
Part Number	Description	Qty.	Unit	Extended	Discount	NJPA Unit	NJPA Extended
Software and Licensing							
52002931	Contact Center Agent x 1	1	\$ 800.00	\$ 800.00	38.00%	\$ 496.00	\$ 496.00
52002935	Contact Center Starter Pack	1	\$ 6,000.00	\$ 6,000.00	38.00%	\$ 3,720.00	\$ 3,720.00
5 - Contact Center Agents							
1 - Contact Center Administrator							
Business Reporting (Call Accounting)							
54006799	MiVoice Business Reporter Extension x50	6	\$ 300.00	\$ 1,800.00	38.00%	\$ 186.00	\$ 1,116.00
SERVERCCS	Intel 1U server for MiContact Center	1	\$ 2,997.50	\$ 2,997.50	0.00%	\$ 2,997.50	\$ 2,997.50
Mitel Software Assurance							
54006934	CC Premium 24/7 Software Assurance	1290	\$ 1.00	\$ 1,290.00	38.00%	\$ 0.62	\$ 799.80
			\$ 12,889.02			\$ 9,129.30	

Miscellaneous							
Part Number	Description	Qty.	Unit	Extended	Discount	NJPA Unit	NJPA Extended
51100100	phone) Requires CPE Virtual Server	1	\$ 5,000.00	\$ 5,000.00	38.00%	\$ 3,100.00	\$ 3,100.00
50001754	5485 IP PAGING UNIT	4	\$ 685.00	\$ 2,740.00	38.00%	\$ 424.70	\$ 1,698.80

50005300	24VDC IP PWR ADPT 100-240V 50-60HZ	4	\$	40.00	\$	160.00	38.00%	\$	24.80	\$	99.20
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	4	\$	8.00	\$	32.00	38.00%	\$	4.96	\$	19.84
51304960	TA7104 (4 port analog device interface)	3	\$	339.00	\$	1,017.00	38.00%	\$	210.18	\$	630.54
					\$	8,949.00				\$	5,548.38

System Summary					
Total List Price	\$	324,535.02	NJPA Price	\$	206,172.62
			Discounts, Promotions and Programs	\$	(27,506.00)
			Turnkey Implementation, Project Management and Training	\$	38,740.29
				System Purchase Price	\$ 217,406.91

Maintenance & Software Assurance			
Year 1	Industry Standard Maintenance		Included
	Mitel SWAS		Included
Year 2	Industry Standard Maintenance	\$	9,783.31
	Mitel Premium Software Assurance	\$	8,250.34
		\$	18,033.65
Year 3	Industry Standard Maintenance	\$	9,783.31
	Mitel Premium Software Assurance	\$	8,250.34
		\$	18,033.65
Year 4	Industry Standard Maintenance	\$	9,783.31
	Mitel Premium Software Assurance	\$	8,250.34
		\$	18,033.65
Year 5	Industry Standard Maintenance	\$	9,783.31
	Mitel Premium Software Assurance	\$	8,250.34
		\$	18,033.65

Project Summary	
System Hardware, Software and Turnkey Installation	\$ 217,406.91
Year 2 - 5 Total for Mitel Software Assurance and Industry Standard Maintenance	\$ 72,134.60
Grand Total Project Price	\$ 289,541.51

End of Itemization

Optional packages to Enhance Mitel's MMN System			
MMN ST Phone Voice (Outcall to Phones)	\$	9.30	per user / one time fee
MMN Email Notification	\$	2.48	per user / one time fee
MMN SMS NMB	\$	3.10	per user / one time fee
MMN Desktop Client (Computer Screen)	\$	15.50	per user / one time fee
MMN Paging Groups	\$	18.60	per user / one time fee
SMS Msg Bundle, Starter Kit (3K Text Msg's Annually)	\$	1,050.00	Annually
SMS Msg Bundle, Small (10K Text Msg's Annually)	\$	1,969.50	Annually

Airport Electric Subcontractor for wiring (Not to Exceed) \$21,000.00

EXHIBIT "C"
Original RFP Document "File Attached"

EXHIBIT "D"
TIG Original RFP Response "File Attached"



Interoffice Memo

Date: June 8, 2018

To: David Niemeyer, Village Manager
Pat Carr, Assistant Village Manager

From: Terry Lusby, Jr., Facilities & Fleet Superintendent

Subject: LED Street Lighting Replacement - Phase 2 Project

Presented for June 12th, 2018 Public Works Committee and Village Board Agenda discussion and possible action:

Description:

Tinley Park maintains approximately 4,000 street lights annually. As much as the rates are discounted by ComEd, the electric billing for these lights costs approximately \$250,000 annually. Along with electric billing, there is ongoing maintenance costs associated with the street lighting that varies based on multiple variables. Public Works has completed Phase One of the LED Street Lighting Replacement Project in FY 2017, which included approximately 400 street lights. The LED Street Lighting Replacement Project will continue to benefit the village in multiple ways. The benefits include but are not limited to:

- Energy consumption cut to a third of current usage.
- Consumption cost savings relate to a 7 year ROI.
- Live notification of outages (Not relying on citizen reports).
- Actual consumption reports (Not assumed by ComEd).
- Damage / Knock-down instant notification.
- Supplying manufacturer offers 10 year warranty on product.
- Reduction in maintenance requirements allow for staff to redirect toward infrastructure repairs.

Public Works requests consideration and possible action by the Village Board to award the bid and contract work as set forth in the bid documents established by Public Works and Christopher Burke Engineering.

Background:

Work consists of the removal and replacement of street lighting luminaires within the specified areas as presented in the details of the contract documents. Scope of work includes demolition and removal of existing HID type fixtures, verification that existing materials are up to current electrical code standards, necessary repairs and replacement of luminaire with specified LED type fixture. The work also includes related repairs as

necessary to complete the work. Four (4) bids were opened and read publicly on Wednesday, June 6th, 2018, at 10:01AM by the Deputy Clerk with the Facilities Superintendent and Christopher Burke Engineering present and received as follows:

Contractor	As Read & Calculated Bid
Meade Electric, McCook, IL	\$ 214,438.97
Utility Dynamics Corp., Oswego, IL	\$ 216,785.00
Edwards Electric Co., Hillside, IL	\$ 237,350.00
H & H Electric, Franklin Park, IL	\$ 252,922.10

Budget / Finance:

Funding is available in the approved FY19 Capital Projects Budget.

Base Contract Cost	=	\$ 214,438.97
Hand-Hole Covers	=	\$ 5,000.00
Replacement Fuses	=	\$ 5,000.00
Contingency 10%	=	<u>\$ 20,000.00</u>
Total		\$ 244,438.97

Staff Direction Request:

1. Approve contract with Meade Electric, of McCook, IL in the amount not to exceed \$244,438.97 for the LED Street Lighting Replacement – Phase 2 Project.
2. Direct staff as necessary.

Staff Direction Request:

1. Letter of Recommendation





CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 6, 2018

Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, IL 60477

Attention: Mr. Terry Lusby

Subject: Bid Review
LED Street Lighting Replacement – Phase 2
Village of Tinley Park
(CBBEL Project No. 16-0373.00003)

Dear Terry:

Four bids for the subject project were received and opened on June 6, 2018 shortly after 10:00 a.m. in the Village of Tinley Park Council Chambers. The bids are summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Total Bid
Meade, Inc.	\$214,438.97
Utility Dynamics Corporation	\$216,785.00
The Edward Electric Company	\$237,350.00
H & H Electric Company	\$252,922.10
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$257,350.00</i>


Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications, and acknowledged/incorporated Addendum No. 1 in their respective bids. We believe that all four of the companies are qualified to perform the work.
2. There were no bid conditions listed on the Deviations and substitutions supplement to the Bid Form for any of the bidders.

3. CBBEL recommends that the Village award a contract in the amount of \$214,438.97 to Meade, Inc. of McCook, Illinois for the subject project who provided the lowest bid and is considered to be qualified to perform the work.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/ds/pjb

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**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT