

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0700

Multi Year:

Amount \$99,855.00

Contract Type:

Professional Services

Contractor's Name:

T.Y.Lin International

Contractor's AKA:

Execution Date:

Termination Date:

3/31/2009

Renewal Date:

Department:

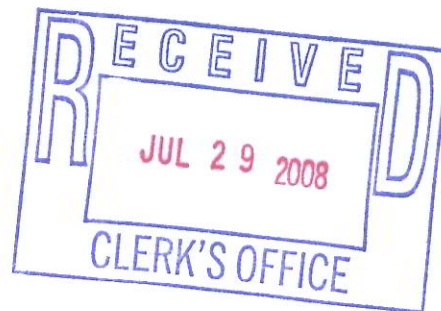
Development Services/Building

Originating Person:

Jane Turley

Contract Description: LaGrange Road Transportation Corridor Plan

Please file this w/ above agreement.



Tuesday, July 29, 2008

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

July 29, 2008

Ms. Heather Gaffney
Senior Vice President
T.Y.LIN International
200 South Wacker Drive, Suite 1400
Chicago, Illinois 60606

RE: *Data Sharing Agreement*

Dear Ms. Gaffney:

Enclosed is one (1) original executed agreement dated July 22, 2008 for Data Sharing between the Village of Orland Park and T.Y.Lin, International. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Jane Turley
Bob Sullivan

**VILLAGE OF ORLAND PARK
AGREEMENT CONCERNING DIGITAL MAP INFORMATION**

THIS AGREEMENT CONCERNING DIGITAL MAP INFORMATION is entered into this 22nd day of July, 2008 between T.Y.LIN, International (hereinafter referred to as "Consultant") and the Village of Orland Park (hereinafter referred to as "Village").

WHEREAS, the Village has developed certain digital map information concerning certain real property located within the Village, which property is the subject of the Consultant's work for the Village (hereinafter referred to as "Data"); and

WHEREAS, the Consultant has entered into an agreement with the Village for a certain project (hereinafter referred to as "Work") and would benefit from the use of the Data in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties hereto agree as follows:

1. The Village shall supply the Consultant with a digital copy of the Data subject to the following conditions:

- a) The Data provided by the Village is limited to the scope of the Work which the Consultant is to provide for the Village and the Consultant shall limit its use of the Data to its intended purpose of furtherance of the Work;
- b) The Consultant acknowledges hereby that:
 - i) The Data constitutes proprietary materials and trade secrets of the Village and will remain the property of the Village; and
 - ii) The Consultant will not provide or make available the Data in any form to persons other than the Consultant's employees, for purposes specifically related to the Consultant's authorized use of the Data, without the prior written consent of the Village. Consultant is to have all such 3rd parties agree in writing to comply with this agreement and keep the data confidential; and
 - iii) The Consultant will return to the Village all data, materials produced therefrom, etc. upon termination of the agreement or upon completion of the work, or for any other reason.
- c) At the request of the Village, the Consultant shall supply the Village with any and all information which may have been developed by it based on the Data, ~~in a form consistent with Village facilities.~~

HIA
7/18/08
dd

2. The Village makes no guarantee as to the accuracy, completeness, or suitability of the Data in regard to the Consultant's intended use thereof.

3. The term "Data" as used herein shall mean any code or sequence of code characters readable by computers.

4. The Consultant shall indemnify and hold harmless the Village, its officials, officers, independent Consultants, agents, employees, successors and assigns from and against any loss, damage, cause of action, fine or judgment, including all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses incident thereto) which may arise out of or in connection with the Consultant's negligent acts, errors, or omissions in performances of professional services in connection with this Agreement or the use of the Data.

5. This Agreement shall remain in full force from and after its Village execution and until such time as the Work has been completed to the satisfaction of the Village, at which time the Consultant shall cease its use of the Data for any purpose whatsoever. An authorized representative of the Village, upon request, shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the Data has been discontinued.

6. Notwithstanding anything to the contrary contained hereinabove, the Village may terminate this Agreement upon notice, effective immediately, in the event the Consultant fails to comply with any of the terms and conditions of the agreement as now provided, or with notice at any time and for any reason.

7. All notices that are required hereunder, or which either the Village or Consultant may desire to serve upon the other Party, shall be in writing, and shall be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt requested, addressed as follows:

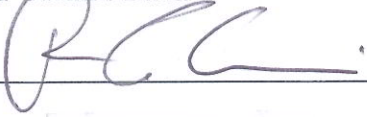
If to the Village: Denise Domalewski
Contract Administrator
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

If to the Consultant: Heather Gaffney, P.E., S.E.
Senior Vice President/Regional Director
T.Y. Lin International
200 South Wacker Drive, Suite 1400
Chicago, Illinois 60606

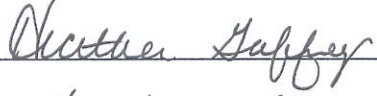
8. The Consultant certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first above written.

Village of Orland Park

By: 
Name: Paul G. Grimes
 Village Manager
Title: _____
Date: 7/23/08

T.Y.LIN International

By: 
Name: Heather Gaffney
Title: Senior Vice President
Date: 7/18/08

Clerk's Contract and Agreement Cover Page

Year: 2008

Legistar File ID#: 2007-0700

Multi Year:

Amount \$99,855.00

Contract Type:

Professional Services

Contractor's Name:

T.Y.Lin International

Contractor's AKA:

Execution Date:

5/27/2008

Termination Date:

3/31/2009

Renewal Date:

Department:

Development Services/Planning

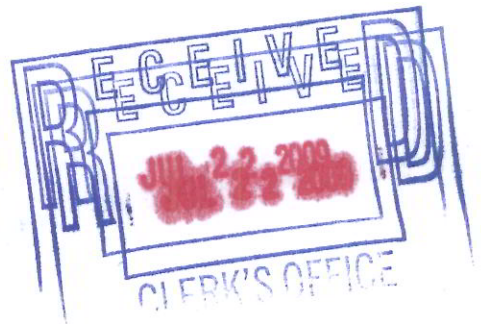
Originating Person:

Jane Turley

Contract Description: RTAP Grant - LaGrange Road Corridor Plan

3.26.09 addendum to extend term to 6.30.09

7.16.09 addendum to extend term to 10.31.09



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

July 22, 2009

Mr. Craig Williams
T.Y.LIN International
200 South Wacker Drive, Suite 1400
Chicago, Illinois 60606

RE: *Addendum dated July 16, 2009*
LaGrange Road Transportation Corridor Contract Extension Addendum B

Dear Mr. Williams:

Enclosed is a copy of Addendum B dated July 16, 2009 for the change in contract termination date from March 31, 2009 to October 31, 2009. Please attach this to the original LaGrange Road Transportation Corridor Plan Agreement dated May 27, 2008.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Mangano, RTA
Jane Turley

ADDENDUM B to
LaGrange Road Transportation Corridor Plan Agreement

Dated
May 27, 2008

Between
The Village of Orland Park, Illinois ("VILLAGE") and T.Y.Lin International ("CONTRACTOR")

Amended
March 26, 2009

-
1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
 2. In **SECTION 3.1: Term of Agreement**, of said original Agreement, the sentence "The term of this Agreement shall begin on the execution date of this agreement and end on March 31, 2009 (the "Term")" shall be stricken and replaced with "The term of this Agreement shall begin on the execution date of this agreement and end on October 31, 2009 (the "Term")."
 3. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
 4. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the 16th day of July, 2009, shall be attached to and form a part of the Agreement dated the 27th day of May, 2008 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes

Title: Village Manager

Date: 7/16/09

FOR: THE CONTRACTOR

By: _____

Print Name: Heather Gaffney

Title: Senior Vice President

Date: 7/13/09

ATTEST

By: _____

Title Village Clerk

ATTEST

By: _____

Title VICE PRESIDENT



**Regional
Transportation
Authority**

175 W. Jackson Blvd.
Suite 1550
Chicago, IL 60604
(312) 913-3200
www.rtachicago.com

June 23, 2009

Bob Sullivan
Planning Director
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

Dear Mr. Sullivan:

Enclosed is the Village of Orland Park's copy of the executed Amendment #2 to the Technical Services Agreement (TSA). This amendment extends the term of the TSA to October 31, 2009.

Additionally, the Regional Transportation Authority (RTA) concurs with your request for the Village of Orland Park to execute an Addendum to the Professional Services Agreement with T. Y. LIN International to extend the term end date to October 31, 2009.

The partnerships formed through the RTA's Planning Programs support a balanced, integrated approach to community and transportation planning while ensuring that our regional transit system is meeting local needs.

If you have any questions, please contact me at 312-913-3242.

Sincerely,

Patty Mangano
Senior Analyst, Special Programs

Enclosure

AMENDMENT No. 2
to
THE TECHNICAL SERVICES AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and
THE VILLAGE OF ORLAND PARK
Contract No.: RTAP-2005-53

This Amendment No. 2 (this "Amendment") to the Technical Services Agreement executed on April 23, 2008, and as previously amended on March 20, 2009 (the "Agreement"), between the Regional Transportation Authority (the "RTA") and the Village of Orland Park (the "Recipient" or the "Grantee" and, together with the RTA, collectively, the "Parties"), is made and entered into by and between the Parties hereto as of the later date of execution by the RTA or the Recipient below. In consideration of the mutual covenants contained herein and in such Agreement, the Parties agree as follows:

ARTICLE III: TERM OF AGREEMENT, Section 3.1, is hereby deleted in its entirety and replaced with the following:

3.1 The term of this Agreement shall be from April 23, 2008 to October 31, 2009.

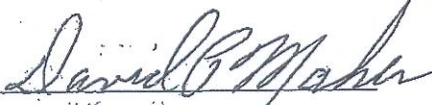
The Parties hereto agree that the Agreement, as previously amended between the Parties is in all other respects ratified and reaffirmed and that it continues in full force and effect as hereby amended.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers.

Village of Orland Park

By: 
Paul Grimes

Title: Village Manager

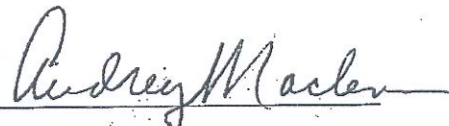
Attest: 

Dated: 6/10/09

Regional Transportation Authority

By: 
Stephen E. Schlickman *CSM 5/24/09*

Title: Executive Director

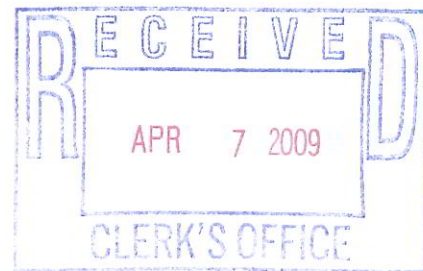
Attest: 

SECRETARY OF THE AUTHORITY
REGIONAL TRANSPORTATION AUTHORITY
Dated: 6/11/09

Clerk's Contract and Agreement Cover Page

Year:	2008	Legistar File ID#:	2007-0700
Multi Year:	<input checked="" type="checkbox"/>	Amount	\$99,855.00

Contract Type:	Professional Services
Contractor's Name:	T.Y.Lin International
Contractor's AKA:	
Execution Date:	5/27/2008
Termination Date:	3/31/2009
Renewal Date:	
Department:	Development Services/Planning
Originating Person:	Jane Turley



Contract Description: RTAP Grant - LaGrange Road Corridor Plan
 3.26.09 addendum to extend term to 6.30.09

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

April 7, 2009

Mr. Craig Williams
T.Y.LIN International
200 South Wacker Drive, Suite 1400
Chicago, Illinois 60606

RE: *Addendum dated March 26, 2009*
LaGrange Road Transportation Corridor Contract Extension Addendum

Dear Mr. Williams:

Enclosed is a copy of the addendum dated March 26, 2009 for the change in contract termination date from March 31, 2009 to June 30, 2009. Please attach this to the original LaGrange Road Transportation Corridor Plan Agreement dated May 27, 2008.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Patty Mangano, RTA
Jane Turley

ADDENDUM to
LaGrange Road Transportation Corridor Plan Agreement

Dated
May 27, 2008

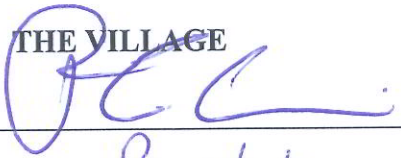
Between
The Village of Orland Park, Illinois ("VILLAGE") and T.Y.Lin International ("CONTRACTOR")

1. In the event of any conflict or inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall control.
2. In **SECTION 3.1: Term of Agreement**, of said Agreement, the sentence "The term of this Agreement shall begin on the execution date of this agreement and end on March 31, 2009 (the "Term")" shall be stricken and replaced with "The term of this Agreement shall begin on the execution date of this agreement and end on June 30, 2009 (the "Term")."
3. All of the other terms, covenants, representations and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.
4. This Addendum may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Addendum, made and entered into effective the 26th day of March, 2009, shall be attached to and form a part of the Agreement dated the 27th day of May, 2008 and shall take effect upon signature below by duly authorized agents of both parties.

AGREED AND ACCEPTED

FOR: THE VILLAGE

By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 3/27/09

FOR: THE CONTRACTOR

By: 

Print Name: Heather Gaffney

Its: Senior Vice President

Date: 3/17/09

ATTEST

By: 

Title: Village Clerk

ATTEST

By: 

Title: Vice-President

AMENDMENT No. 1
to
THE TECHNICAL SERVICES AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and
VILLAGE OF ORLAND PARK
Contract No.: RTAP-2005-53

This Amendment No. 1 to the Technical Services Agreement executed on April 23, 2008 (the "Agreement") between the Regional Transportation Authority (hereinafter referred to as the "RTA") and the Village of Orland Park (hereinafter referred to as the "Recipient" or the "Grantee"), collectively the "Parties", is made and entered into by and between the Parties hereto. In consideration of the mutual covenants contained herein and in such Agreement, the Parties agree as follows:

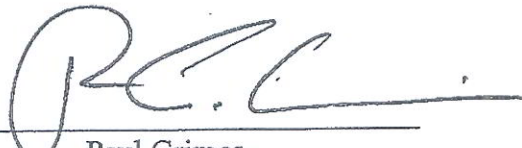
ARTICLE III: TERM OF AGREEMENT, Section 3.1, is hereby deleted in its entirety and replaced with the following:

3.1 The term of this Agreement shall be from April 23, 2008 to June 30, 2009.

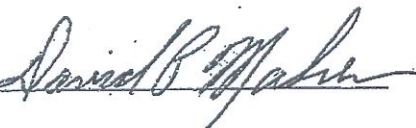
The Parties hereto agree that the Agreement between the Parties is in all other respects ratified and reaffirmed and that it continues in full force and effect as hereby amended.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized officials.

Village of Orland Park

By: 
Paul Grimes

Title: Village Manager

Attest: 

Dated: 3-16-09

Regional Transportation Authority

By: 
Stephen E. Schlickman *sk 3/13/09*

Title: Executive Director

Attest: 
SECRETARY OF THE AUTHORITY
REGIONAL TRANSPORTATION AUTHORITY

Dated: 3-20-09