

**INTERGOVERNMENTAL AGREEMENT FOR "EUCLID AVENUE" -  
BIKEPATH PHASE II ENGINEERING SERVICES, PHASE III  
ENGINEERING SERVICES, AND CONSTRUCTION COSTS**

**THIS AGREEMENT** entered into by and between the Village of Arlington Heights, a municipal corporation of the County of Cook, State of Illinois ("Village") and the City of Rolling Meadows, a municipal corporation of the County of Cook, State of Illinois ("City").

**WITNESSETH**

**WHEREAS**, the Village and City are home rule communities as provided in the 1970 Illinois Constitution; and

**WHEREAS**, the Illinois Constitution and Illinois Compiled Statutes provide authority for intergovernmental cooperation; and

**WHEREAS**, the City has obtained an Illinois Transportation Enhancement Program (ITEP), State and federal funding assistance grant for the installation of a bikepath along the roadway known as "Euclid Avenue" (between Rohlwing Road and the Arlington Heights branch of Salt Creek); and

**WHEREAS**, Euclid Avenue roadway is located within the corporate limits of the City of Rolling Meadows, immediately adjacent to the Village of Arlington Heights, and the roadway provides access benefits to the Arlington Park, Arlington Downs, and other commercial properties, and for residents of both communities; and

**WHEREAS**, the necessary engineering services for the proposed bikepath improvements may be approached more effectively and economically with both municipalities cooperating and using their joint efforts and resources; and

**WHEREAS**, the Village and the City want to improve Euclid Avenue right-of-way for safe bikeway and pedestrian use; and

**WHEREAS**, the City of Rolling Meadows has completed the services required to perform Phase II Preliminary Engineering work for the proposed bikepath, by the use of an Engineering consultant; and

**WHEREAS**, the City and the Village previously executed an Intergovernmental Agreement (December 2014) for said Euclid Avenue Bike Path Phase I Engineering Services; and

**WHEREAS**, it is believed to be in the best interests of the Village of Arlington Heights and the City of Rolling Meadows to share equally in the cost of Phase II engineering design services, Phase III construction engineering services, and Phase III construction costs for the proposed improvements to construct a bikepath within the

Euclid Avenue right-of-way; and

**WHEREAS**, this Intergovernmental Agreement is authorized by the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois (5 ILCS 220/1 et seq.), which provides for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois.

**NOW, THEREFORE**, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the Village and the City hereby agree as follows:

**SECTION ONE:** All matter set forth in the Recitals of this Agreement, are expressly made a part of this Agreement.

**SECTION TWO:** The City, in consideration for this Agreement, hereby agrees as follows:

- A. To enter into a contract for Phase II design engineering services for the proposed Euclid Avenue bikepath development, at an estimated cost of \$75,041. Of this cost, 80% is eligible for reimbursement by the ITEP federal funding assistance, resulting in anticipated local costs to be \$7,504 to each municipality.
- B. To enter into a contract for Phase III construction engineering services at a future date (estimated October 2017 to July 2018) and at an estimated cost of \$55,750. Of this cost, 80% is to be eligible for reimbursement by the ITEP federal funding assistance (\$44,600), resulting in an estimated local cost to be \$11,150 to be split 50% (\$5,575) to each municipality.
- C. To agree to share equally in the local agency share of construction costs, currently estimated to be \$690,500. Per ITEP agreement and per IDOT project program information document, dated 1/5/17 (attached), the local share would be 20% (\$146,233), and by which the two municipalities would share equally with \$73,116.50 (10%) shares of the construction costs, payable to IDOT as a reimbursement after completion of construction.
- D. Additional Phase I engineering work includes a) exhibits, meetings, and minutes for the two land acquisition parcels (\$4,939) at 2100 Swan and 3100 Fremont, and b) plat of temporary easement (\$3,600) at Arlington Downs, totaling \$8,539, to be split equally (\$4,269.50) between the municipalities.
- E. To ensure that all work is performed properly.
- F. That the scope of all work is per project specifications, and scope of services; as presented within written proposal for services, unit prices, and quantities; and acceptable and agreed to by both the Village and City Engineers.

G. The City will indemnify and save harmless the Village and its officers, agents, employees from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including worker's compensation claims in any way resulting from or arising out of any wrongful or negligent act or omission from the operations of the City under this Agreement, including operations of subcontractors; and the City will, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from, or incurred in connection therewith; and, if any judgements will be rendered against the Village in any such act, the City will, at its own expense, satisfy and discharge same. The City expressly understands and agrees that any performance bond or insurance protection required by the Agreement, or otherwise provided by the City, will in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided.

**SECTION THREE:** The Village, in consideration for this Agreement, hereby agrees to pay for its 50% portion as the Local Agency share (20%) of the engineering services, (Phase II and Phase III) and construction costs, to the City of Rolling Meadows, upon receipt of appropriate documentation from the contractor and approval by the Village Engineer; said approvals shall not be unreasonably withheld.

**SECTION FOUR:** All notices required to be sent to the Village shall be served by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

Village Manager  
Village of Arlington Heights  
33 South Arlington Heights Road  
Arlington Heights, Illinois 60005

or by personal delivery of any such notice delivered to an employee of the Village at its administration offices during the regular business hours of the office.

All notices required hereunder, to be sent to the City shall be served in writing by United States certified mail, postage prepaid, return receipt requested, to the Village Manager at the following address:

City Manager  
City of Rolling Meadows  
3600 Kirchoff Road  
Rolling Meadows, Illinois 60008

or by personal delivery of any such notice delivered to an employee of the City at its administration offices during the regular business hours of the office.

**SECTION FIVE:** It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

**SECTION SIX:** Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume and perform the duties of either party.

**SECTION SEVEN:** This Agreement sets forth the entire understanding of the parties and may only be amended or modified by a written instrument signed by the parties except as otherwise provided herein.

**SECTION EIGHT:** If any provisions of this agreement are invalid for any reason, such invalidation shall not render invalid any provisions of this agreement which can be given effect without the invalid provision.

**SECTION NINE:** This agreement shall be in effect and this agreement shall be established when executed by the Village and the City. Unless otherwise terminated, this agreement shall be effective until December 31, 2018, or terminated earlier if said project engineering is completed and closed prior to said date, or if the projects are terminated by mutual agreement of both parties.

**SECTION TEN:** This agreement may be terminated by a majority vote of the corporate authorities of either municipality and sending a copy of the terminating resolution to the other municipality. Costs incurred by the City up until the date of termination are to be shared equally and paid by the Village as described in Section Three of this Agreement.

**SECTION ELEVEN:** This agreement shall be construed in accordance with the law and constitution of the State of Illinois.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers this \_\_\_\_ day of January 2017.

**CITY OF ROLLING MEADOWS**

**VILLAGE OF ARLINGTON HEIGHTS**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Village President**

**ATTEST:**

**ATTEST:**

---

**Deputy City Clerk**

---

**Village Clerk**





City of Rolling Meadows

Date: 1/4/2017

# **EUCLID AVE BIKE PATH** **Rohlwing Rd to Salt Creek**

Sheet No.

1

**Proposed Bike Path**

Requested by: Fred Vogt

Drawn By: D. Wenzel

