

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WEST CHICAGO AND
THE COUNTY OF DU PAGE, FOR THE
RAY AVENUE DRAINAGE IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is made and entered into this 9th day of June, 2026, by and between the City of West Chicago, a body politic and corporate (hereinafter referred to as the “CITY”) with offices at 475 Main Street, West Chicago, IL 60185, and the County of DuPage, a body politic and corporate (hereinafter referred to as the “COUNTY”) with offices at 421 N. County Farm Road, Wheaton, Illinois 60187. The CITY and COUNTY are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS:

WHEREAS, the CITY and COUNTY are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et. seq.*; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to construct stormwater facilities and to enter into agreements for the purposes of constructing stormwater facilities (Illinois Compiled Statutes Chapter 55, paragraphs 5-1062.3, and 5-15001 *et. seq.*); and

WHEREAS, pursuant to said authority, the COUNTY has sought to undertake a project to replace an existing storm sewer, generally located along the rights of way of James Avenue and Ray Avenue owned by the CITY and/or Winfield Township, with portions also on private residential property, within unincorporated Winfield Township and the City of West Chicago (herein referred to as the “PROJECT”); and

WHEREAS, the improvements on CITY property are within the Ray Avenue right-of-way, west of Oak Avenue, and will include replacement of the existing 6” storm sewer in the right of way and associated turf grass restoration; and

WHEREAS, the CITY has determined that it is reasonable, necessary and in the public interest and welfare to authorize the COUNTY’s entry onto and use of CITY right-of-way at the locations shown on Exhibit A and more specifically defined herein; and

WHEREAS, the Parties desire to cooperatively implement the PROJECT for the purposes of stormwater management, flood control, and improving recreational opportunities and transportation options for DuPage County residents; and

WHEREAS, the COUNTY and the CITY have each determined that the construction of the PROJECT'S drainage components will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within the project area; and

WHEREAS, it is necessary to further identify and establish the responsibilities of the Parties with respect to the PROJECT and the PROJECT'S components; and

WHEREAS, the PROJECT will be undertaken in accordance with the following Intergovernmental Agreement, with the COUNTY'S authority to use said properties for the PROJECT'S construction being granted by said Agreement; and

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Parties agree that:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part hereof.

2.0 SCOPE OF PROJECT

2.1 The PROJECT shall be located within and adjacent to the Ray Avenue right-of-way as shown on the project location map depicted in **Exhibit A** (sometimes referred to herein as the "PROJECT AREA"). Generally, the PROJECT will involve replacement of 6" storm sewer, soil stabilization, and associated vegetative restoration. The PROJECT work is part of the COUNTY'S Residential Drainage Assistance Program that addresses drainage issues in unincorporated DuPage County. The Parties have agreed that the PROJECT work shall be performed as depicted and described in the plan drawings prepared by DuPage County Stormwater Management. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

2.2 The COUNTY intends to begin construction of the PROJECT on or around July 2026, with final completion on or before December 31, 2026.

2.3 The Parties agree that the PROJECT work shall be consistent with the terms and conditions of each and every permit and, or, approval issued by any regulatory authority having jurisdiction over the PROJECT.

3.0 PROJECT FUNDING AND CONTINGENCIES

- 3.1 The COUNTY shall pay all expenses and costs necessary to design, permit, construct and implement the PROJECT.
- 3.2 Both parties agree that, in the best interest of the PROJECT, no application or review fees will be charged by the CITY or COUNTY from the other. Any costs incurred for permits, bonds, easements preparation, recordings, or costs exceeding fourteen thousand, nine hundred and ninety nine dollars (\$14,999.00) will require authorization from the DuPage County Stormwater Committee and are not guaranteed. Only those costs that are in line with and approved by the County’s Stormwater Program/Department will be authorized.
- 3.3 The COUNTY’s obligation to commence the PROJECT is contingent upon the COUNTY obtaining the appropriate legal authority to access and, or, use, or own, several privately owned parcels within the PROJECT AREA (specifically, residential parcels along James Avenue and Ray Avenue). In the event the COUNTY timely acquires the property interest(s) deemed necessary to perform PROJECT work, the COUNTY shall thereupon commence the PROJECT work described in Article 2, above, and more completely depicted and described in the Final Plan. However, in the event the COUNTY fails to timely obtain the appropriate legal authority to access and, or, use, or own, the privately owned parcels, the COUNTY reserves the right to cancel the PROJECT and this AGREEMENT in their entirety.

4.0 COUNTY’S RIGHTS AND RESPONSIBILITIES

- 4.1 At no cost to the CITY, the COUNTY shall complete the design of the PROJECT, including all plan sets, drawings, specifications, and cost estimates necessary to permit the PROJECT. The CITY may review and issue comments to the COUNTY regarding the PROJECT within ten (10) business days of receipt thereof. The COUNTY agrees to cooperate with the CITY regarding proposed changes, alterations, or modifications to the PROJECT including, but not limited to any proposed bidding addenda, field adjustments, or change orders, by providing reasonable advance notification and opportunity for review, comment, and concurrence, which concurrence and/or approval shall not be unreasonably withheld, conditioned, delayed or denied by the CITY. The COUNTY at the conclusion of the PROJECT, shall submit as-built record drawings to the CITY.

- 4.2 The COUNTY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to every phase of the PROJECT, including the following:
- 4.2.1 The COUNTY shall obtain all necessary federal, state, and local permits or other approvals required for the construction of the PROJECT and shall provide copies of said permits and approval to the Parties upon request.
- 4.2.2 Securing any permissions, easements, or other agreements necessary to perform design and construction activities for the portions of the PROJECT that occur outside of the aforementioned public rights-of-way. Any costs incurred exceeding fourteen thousand, nine hundred and ninety nine dollars (\$14,999.00) will require authorization from the DuPage County Stormwater Committee and are not guaranteed. Only those costs that are in line with the County's Stormwater Program will be authorized.
- 4.2.3 The COUNTY shall require any contractor hired to perform PROJECT-related work to comply with the Prevailing Wage Act, and the Illinois Human Rights Acts.
- 4.3 The COUNTY, at its sole discretion, shall endeavor to perform all PROJECT work using in-house personnel qualified to perform such work.
- 4.4 If the COUNTY elects to utilize third party contractors for the PROJECT, the COUNTY shall bear all expenses associated with advertising the contract(s) for bid, the bid award, and any other administrative or associated construction-related contracting costs. The COUNTY may select professional service providers, including, but not limited to, those that may be related to field surveying, resident engineering, materials testing, and vegetation management, including the preparation of any monitoring and management reports that may be required by the permitting agencies prior to final project completion and permit close-out in accordance with the COUNTY'S own procurement procedures.
- 4.5 If the COUNTY elects to hire a CONSULTANT or CONTRACTOR to complete the PROJECT, then before beginning any PROJECT work, the COUNTY shall require each of its contractors and/or consultants (including their sub-contractors) to obtain the following minimum insurance coverage, which shall be maintained in force until the COUNTY has furnished the Parties with a letter certifying that all construction and restoration work has been completed:
- 4.4.1 Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.

- 4.4.2 Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) each accident/injury; one million dollars (\$1,000,000.00) each employee/disease.
- 4.4.3 Commercial General Liability Insurance with limits of not less than one million dollars (\$2,000,000.00) per occurrence bodily injury/ property damage combined single limit; two million dollars (\$2,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include: (i) an endorsement naming the Parties as an additional insureds; (ii) a waiver of subrogation; and (iii) a statement or certification that said insurance coverage is primary and non-contributory to the additional insured. The Commercial General Liability policy shall include, but not be limited to, the following:
- (a) premises/operations coverage;
 - (b) products/completed operations coverage;
 - (c) contractual liability;
 - (d) personal injury coverage;
 - (e) broad form property damage coverage;
 - (f) explosion, collapse, and underground coverage; and
 - (g) independent contractor liability coverage.
- 4.4.4 Comprehensive Motor Vehicle Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) each accident bodily injury/property damage combined single limit.
- 4.4.5 Umbrella/excess liability insurance shall be in force for a minimum limit of four million dollars (\$4,000,000) per each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs 4.4.3 and 4.4.4 above.

The foregoing insurance coverage shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the Parties. The

COUNTY shall provide the Parties with a Certificate of Insurance for each of the coverage(s) specified above and, if requested, copies of the policies or endorsements issued by the insurers. Each certificate and/or policy endorsement shall provide that no cancellation or modification of the policy will occur without at least thirty (30) days' prior written notice to the Parties. The COUNTY shall not allow any contractor, or consultant, to commence work on the PROJECT until all the insurance coverage required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the Parties. Each contract between the COUNTY and a contractor and, or consultant performing work on the PROJECT shall provide that each of the Parties is intended as a third-party beneficiary of the insurance obligation that is required of the contractor, or consultant, under this paragraph. Each party may require, as part of their pre-bid comments, that any COUNTY-hired vendor performing work on their property, or right-of-way, maintain insurance coverage in higher amounts and, or, that such coverage include specific endorsements.

- 4.6 The COUNTY agrees to cooperate with the CITY regarding any proposed changes, alterations, or modifications to the PROJECT, including, but not limited to any proposed bidding addenda, field adjustments, or change orders. To the extent that said changes, alterations or modifications affects another Party's costs, use of its property and, or, future maintenance requirements, the affected Party shall be given reasonable advance notification and opportunity for review, comment, and concurrence prior to implementing such changes, alterations, or modifications to the PROJECT documents. No Party shall unreasonably withhold, condition, delay or deny a request made by another Party. Minor plan revisions which become necessary due to any field conditions may be made without the other Parties' review, comment, and concurrence, provided that notice of such changes must be provided as soon as practicable, but in no event later than one (1) business day following the commencement of any such minor plan revision.
- 4.7 The COUNTY shall confine all construction activities, including temporary staging areas and equipment access routes on CITY property, to those areas as agreed to by the CITY and COUNTY. The COUNTY shall be responsible for restoring any and all property of the CITY located outside of the PROJECT AREA that is disturbed during the course of construction to the satisfaction of the affected Party.
- 4.8 The COUNTY shall be responsible for any day-to-day construction and inspection of the construction work on the PROJECT. The CITY shall have the right to monitor the work for the purpose of ensuring that the work occurring on its respective property conforms to

the approved Final Plan. Should the CITY determine that any work being performed on the PROJECT is not proceeding in accordance with approved Final Plan, the CITY shall notify the COUNTY in writing of such failure. The COUNTY shall be responsible for causing the improper work to be adjusted so as to comply with approved Final Plan.

- 4.9 During construction of the PROJECT, the COUNTY shall prohibit public access to the various construction sites and provide for the general security of the active PROJECT AREA, including the prevention of dumping, by taking appropriate measures such as signage, barricades, and temporary fencing, where appropriate.
- 4.10 The COUNTY shall require itself and its contractor(s) and, or, consultant(s) to assume sole responsibility for the safety of all persons involved in the construction of the PROJECT and to take such measures as are necessary to ensure that the work site is maintained in a reasonably safe condition, which shall include the installation of appropriate barricades and warning signs.
- 4.11 Following the construction activities, the COUNTY shall be responsible for establishing the landscaping restoration conditions depicted in the Final Plan. Such work shall include seeding and erosion control measures on the CITY property for a one (1) year term following the completion of the construction activities, unless final permit sign-off occurs sooner. More specifically, the CITY agrees that such restoration work shall be performed as depicted and described in the plan drawings of the Final Plan, and such amendments and addendum thereto that may be approved by the COUNTY and CITY.
- 4.12 During the Restoration Component work on CITY right of way, the COUNTY shall be responsible for scheduling and coordinating an annual joint field inspection of the PROJECT'S restoration with appropriate staff representatives from each of those Parties. The COUNTY shall document the results of said field inspections, which shall include descriptions of any noted PROJECT deficiencies, recommended corrective actions, and identify the party designated for proper and timely response.
- 4.13 The COUNTY shall give notice(s) to the CITY of the date(s) for a final inspection of the PROJECT'S construction work following completion thereof. The CITY shall have thirty (30) calendar days from the receipt of said notice to conduct their final inspections of the completed site or phase and issue its approval or rejection, as circumstances warrant, for the work completed on their respective properties. In the event that the CITY determines that work on their property does not conform to the Final Plan, the CITY shall give notice within the thirty (30) day period of any defects or deficiencies thereof. Said notice shall describe, in detail, the work not performed according to the Final Plan and shall also set

out the CITY's recommendations for any corrective work it deems necessary. Even after the CITY has found each of the PROJECT work to have been satisfactorily completed, the COUNTY shall remain responsible for conditional compliance with all applicable outstanding permits until such time as the issuing agency signs-off on the PROJECT, or any particular PROJECT component, as applicable. During this time the CITY shall take no action that causes the PROJECT to fail regulatory acceptance. Should the CITY fail to timely notify the COUNTY of any nonconforming work, defects or deficiencies, the CITY shall be deemed to have approved and accepted that PROJECT work.

- 4.14 The COUNTY shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.
- 4.15 The COUNTY shall be permanently responsible for operating and maintaining the integrity of the 6" storm sewer associated with the project, without regard to the jurisdictional status of the underlying land.
- 4.16 The COUNTY shall acknowledge the CITY in any publications resulting from work achieved in conjunction with this PROJECT.

5.0 CITY RIGHTS AND RESPONSIBILITIES

- 5.1 The CITY may review and issue comments to the COUNTY regarding the Final Plan and may attend any pre-bid meeting, construction progress meetings or site visits conducted by the COUNTY.
- 5.2 The CITY agrees to cooperate with the COUNTY regarding any significant proposed changes, alterations, or modifications to the Final Plan including, but not limited to any proposed bidding addenda, field adjustments, or change orders, to the extent that said changes, alterations or modifications affects the COUNTY's costs, use of its property and, or, future maintenance requirements, by providing reasonably prompt review, comment, and concurrence, which shall not be unreasonably withheld, conditioned, delayed or denied by the CITY.
- 5.3 The CITY hereby grants the COUNTY'S employees, consultant(s) and contractor(s) permission to enter upon any CITY property either: (i) as depicted as the PROJECT AREA on Exhibit A, or (ii) as otherwise may be reasonably necessary to achieve the PROJECT's objectives, at no cost to the COUNTY. The CITY shall grant to the COUNTY at no cost the authority to access and undertake PROJECT-related activities,

including but not limited to construction, construction management, grading, excavation, filling, vegetative plantings, site restoration, monitoring and testing, throughout the PROJECT AREA lying on CITY property. Except for work, inspections, and monitoring conducted pursuant to this AGREEMENT by CITY officials, agents, and/or employees, the CITY shall not be responsible for the means, methods, techniques, or procedures with respect to the construction of the PROJECT, nor for the safety of any other persons performing work on CITY property.

- 5.4 The CITY shall have the right to monitor the work in the PROJECT AREA for the purpose of insuring that the work conforms to the approved Final Plan and conditions of this AGREEMENT.
- 5.5 The CITY shall grant to the COUNTY, at no cost to the COUNTY, permission to maintain the 6” storm sewer in the Ray Avenue right of way, installed in accordance with the PROJECT documents.
- 5.6 The CITY shall operate and maintain, in its entirety, all right of way swales and appurtenances thereto (signs, markings, etc.), restored as part of the PROJECT, after the site has been satisfactorily constructed by the COUNTY and accepted by the CITY. For the purpose of this AGREEMENT, the CITY’s restored improvements will be deemed to have been satisfactorily completed when final regulatory approval for said restoration(s) has been provided in writing from all appropriate regulatory authorities. The COUNTY shall only be responsible for the storm sewer underground, installed during the course of the PROJECT.
- 5.7 Unless directly and proximately caused by any acts or omissions of the CITY, the CITY shall not be liable for any damage to or loss of any storm sewer facility constructed pursuant to this AGREEMENT and located within the public ways of the CITY as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public ways by or on behalf of the CITY. Notwithstanding the foregoing, in the event that the CITY is performing work within the PROJECT AREA as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public ways by or on behalf of the CITY, the CITY shall notify the COUNTY of the proximity to such installation and the COUNTY shall have the right to have a representative present during such work. The CITY shall provide appropriate staff representative(s),

or consultant(s), to attend the final inspection of the PROJECT, and any annual field inspections, as scheduled and coordinated by the COUNTY. The COUNTY shall, in an appropriate and timely manner, properly address and correct any noted PROJECT deficiencies that are determined to exist in any part or component of the PROJECT.

- 5.8 The CITY shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.
- 5.9 The CITY shall acknowledge the COUNTY in any publications resulting from work achieved in conjunction with this PROJECT.
- 5.10 Upon PROJECT completion, the CITY shall be responsible for permanently maintaining all improvements outside of the PROJECT's scope.

6.0 INDEMNIFICATION

- 6.1 Each party to this AGREEMENT shall require that any third party vendor, consultant or contractor hired to do work on the PROJECT shall agree to defend, save, indemnify, keep and hold harmless the other parties, and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defense and judgments and settlements that may at any time arise or be claimed by any person, including the agents, servants and employees of the parties, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that might arise or result, directly or indirectly, from the negligent acts or omissions, or the intentional acts of the third party related to its work on the PROJECT. All contracts entered into by each party to this AGREEMENT with any third-party vendor, consultant or contractor shall include a provision specifically naming the other parties as third-party beneficiaries of the hold harmless and indemnification to be provided by the third-party vendor, consultant, or contractor under this paragraph.
- 6.2 Pursuant to the authority conferred by Article VII of the Local Governmental and Governmental Employee Tort Immunity Act, each party to this AGREEMENT (as indemnitor) shall defend, save, indemnify, keep and hold harmless the other party (as indemnitee) and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defenses and settlements and judgments that may at

any time arise or be claimed by any person, including the agents, servants and employees of the indemnitor or indemnitee, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that may arise or result, directly or indirectly, or in any manner connected with the indemnitor's rights, responsibilities or actions under this AGREEMENT, when caused by an act or omission to act on the part of the indemnitor, its officers, agents, or employees, that allegedly constitutes, without limitation, negligence, creation or maintenance of a dangerous condition on public property, or intentional infliction of harm. The parties agree that, notwithstanding the language above, no party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.), or otherwise available to it, or available to the other parties under the law, and that there shall be no obligation to indemnify whenever a party has a defense or protection to a claim under the Local Government and Governmental Employees Tort Liability Act or common law.

- 6.3 Each Party to this AGREEMENT shall require that any third-party consultant or contractor that Party hires to do work on the PROJECT shall maintain minimum insurance coverage, in the same amounts and same coverage types as the insurance coverage required of COUNTY-hired contractors enumerated in Paragraph 4.4, above. Such insurance coverage shall identify the other Parties to this AGREEMENT as additional co-insured Parties. Each Party agrees to provide to the other Parties, or make reasonably available for inspection, copies of the certificates of insurance and required endorsements provided by each Party's respective third-party consultant(s) or contractor(s) and sub-consultant(s) and sub-contractor(s).
- 6.4 Nothing contained herein shall be construed as prohibiting any Party to this AGREEMENT, or its officials, directors, officers, and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings, and actions brought against them. The Parties acknowledge that the attorney representing the COUNTY, under these provisions must be the State's Attorney, as mandated by Illinois state law. The COUNTY'S participation in its defense shall not remove the indemnitors' duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.0 NOTICES

7.1 All notices required to be given under the terms of this AGREEMENT shall be in writing and either: (a) served personally during regular business hours; (b) served by electronic mail (e-mail) during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the CITY shall be directed to the Director of Public Works, City of West Chicago, 475 Main Street, West Chicago, IL 60185. Notices served upon the COUNTY shall be directed to the Director, Stormwater Management Department, County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187 and DuPage County State's Attorney's Office, Attn: Civil Bureau, 505 N. County Farm Road, Wheaton, IL 60187. Notices served personally or by e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

8.0 SEVERABILITY

8.1 In the event any provision of this AGREEMENT is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this AGREEMENT, providing that the spirit and intent of this AGREEMENT can be given effect.

9.0 ENTIRE AGREEMENT

The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written negotiations and agreements. In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

10.0 NO THIRD-PARTY BENEFICIARIES

10.1 The Parties expressly agree that enforcement of the terms and conditions of this AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this AGREEMENT shall give or allow any

such claim or right of action by any other or third person on such AGREEMENT, including, but not limited to, contractors, subcontractors, consultants, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11.0 MISCELLANEOUS TERMS

- 11.1 This AGREEMENT shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original. Each Party represents that it holds the authority to enter into this AGREEMENT and undertake the duties and obligations contemplated by this AGREEMENT and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this AGREEMENT.
- 11.2 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Judicial Circuit Court for DuPage County.
- 11.3 This AGREEMENT may be amended or modified only by written instrument duly approved and signed by both parties to the AGREEMENT. Neither Party may assign this AGREEMENT, nor any obligations imposed hereunder, without the prior written consent of the other Party.
- 11.4 This AGREEMENT shall not be construed in such a way that the COUNTY or the CITY is or deemed to be the representative, agent, employee, partner, or joint venture of the other. Neither Party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein or otherwise agreed in writing.
- 11.5 No course of dealing or failure of any party to enforce strictly any term, right, or condition of this AGREEMENT shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this AGREEMENT shall operate as a waiver of any other term, right, or condition.

IN WITNESS WHEREOF, the parties have entered into this AGREEMENT as of the 9th day of June, 2026.

CITY OF WEST CHICAGO

COUNTY OF DU PAGE

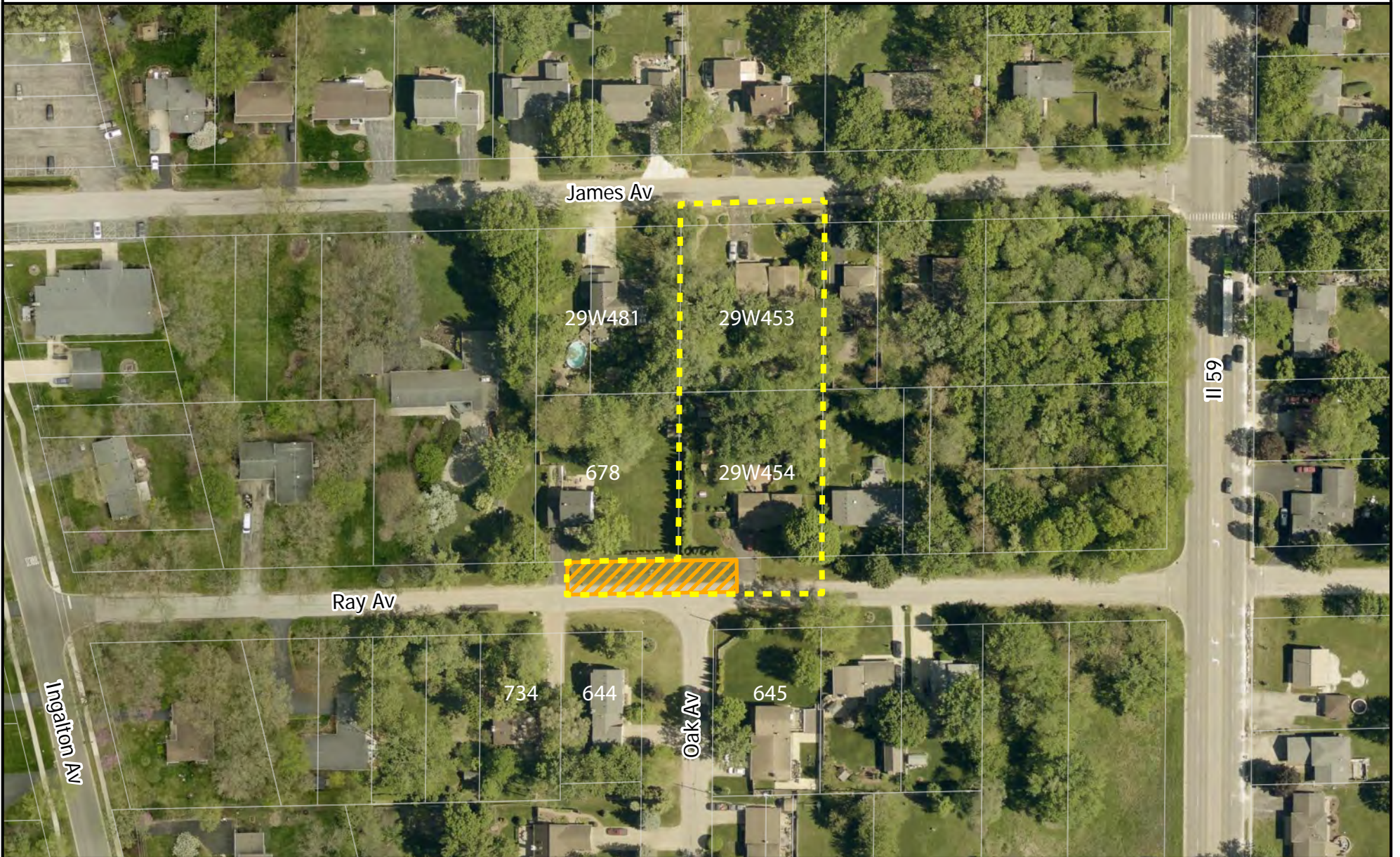
BY: _____

BY: _____




ATTEST: _____

ATTEST: _____

Exhibit A - Location Map



Legend

-  Project Location
-  Parcel Boundaries
-  Work in City ROW

