

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Joliet, a municipal corporation organized under the laws of the State of Illinois (“City”), and D Construction, Inc., an Illinois corporation engaged by the Illinois Department of Transportation (“Contractor”) for the Cass Street Bridge repair project.

I. Purpose

The purpose of this MOU is to permit Contractor to use City-owned property identified as PIN 30-07-09-429-014-0000 (the “Property”) for the temporary staging of equipment and materials necessary for the Cass Street Bridge project. Access to and from the staging area shall be via Webster Street, unless otherwise agreed in writing.

II. Term

This MOU shall commence on [Start Date] and shall terminate on [End Date] or upon completion of the Cass Street Bridge project, whichever occurs first, unless terminated earlier as provided herein.

III. Use of Property

Contractor may use the Property solely for staging equipment and materials related to the Cass Street Bridge project. No other use is permitted without prior written consent of the City. Contractor shall not store hazardous materials or conduct fueling operations on the Property.

IV. Removal and Restoration

Contractor shall remove all equipment, materials, and debris from the Property within thirty (30) days of receiving written notice from the City or upon termination of this MOU. Upon removal, Contractor shall restore the Property to its original condition or better, including repairing any damage caused during use.

V. Insurance and Indemnification

Contractor shall maintain commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, naming the City as an additional insured. Contractor shall also maintain workers’ compensation insurance in compliance with Illinois law for all employees and subcontractors engaged in work under this MOU. Contractor agrees that any employee or subcontractor using the Property is not an employee of the City of Joliet, and the City shall have no responsibility for any workers’ compensation claims arising from Contractor’s use of the Property. Proof of all required insurance shall be provided prior to occupancy. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, liabilities, or expenses arising out of Contractor’s use of the Property.

VI. Compliance with Laws

Contractor shall comply with all applicable laws, regulations, and ordinances, including environmental and safety requirements.

VII. Termination

Either party may terminate this MOU upon thirty (30) days' written notice. The City may terminate immediately if Contractor's use poses a threat to public health, safety, or City operations.

VIII. Assignment

Contractor shall not assign or transfer any rights under this MOU without prior written consent of the City.

IX. Notices

All notices shall be in writing and delivered by certified mail or email to the addresses designated by each party.

X. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Illinois, with venue in Will County.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the dates set forth below.

City of Joliet

By: _____

Title: _____

Date: _____

D Construction

By: _____

Title: _____

Date: _____