

MEMORANDUM OF UNDERSTANDING  
BETWEEN FORTUNE JOHNSON GENERAL CONTRACTORS  
AND THE CITY OF CLEMSON

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Fortune Johnson General Contractors, hereinafter referred to as “Contractor”, and the City of Clemson, South Carolina, hereinafter referred to as “City”.

**A. PURPOSE:**

The purpose of this MOU is to identify the public infrastructure to be modified for the purposes of construction and who is responsible for its modification and return to existing condition.

**B. STATEMENT OF MUTUAL BENEFIT:**

Both parties will benefit in the following ways. Which include but are not limited to:

- Removing the sidewalk, paver landing area and street light in front of Groucho’s Deli will open the roadway at the intersection of Keith and Fendley Streets so large trucks can access the work site. This will get trucks off the road faster, reduce the chance for possible damage to the trucks and protect public infrastructure.
- Removing the City’s decorative street lights along the Fendley Street sidewalk will protect them and prevent them from interfering with access to the front of the construction site.
- Installing two flood lights to the existing power poles on-site will mitigate potential loss and provide a public safety benefit to both Contractor and the City.
- Procuring street lights through the City will be cost effective for the Contractor and assure the lights will be consistent with what has been installed in the area allowing for a uniform look and ease of maintenance for the City

**C. THE CITY OF CLEMSON SHALL:**

- Remove existing street lights from project site
- Remove pavers palletized by the Contractor and store them at the Public Works Facility
- Allow Contractor to use the three parking spaces on Keith Street nearest Fendley Street adjacent to the AT&T facility to allow a larger turn radius for delivery trucks
- Provide 13 street lights to be installed by Contractor. Cut sheet attached.
- Assume ownership of the 13 street lights after they have been installed

**D. FORTUNE JOHNSON WILL:**

- Replace the curb, sidewalk and paver landing area in front of Groucho’s to match pre-existing condition. Construction documents attached for reference.
- Place pavers on pallets so City can remove them from the site and store them for future repairs.
- Install two flood lights on the construction site that illuminate the front portion of the site as well as the sidewalk and Fendley Street
- Resurface areas of Fendley, Earle and Foy Creek that are adjacent to the project site. Paving map attached for reference.
- Reimburse the City for the purchase of 13 street lights
- Install street lights per CV-1 of the construction documents

**E. FREEDOM OF INFORMATION ACT (FOIA)**

1. Both parties understand and acknowledge that the City of Clemson is a public body, as defined in the Freedom of Information Act. In the event that the City receives requests for information or documents that are within the care, custody and control of the City of Clemson, its officers, employees or governing body, said documents shall be provided to the requesting party.

**F. MODIFICATIONS OR AMENDMENTS TO THE MOU:**

1. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. Fortune Johnson acknowledges the City can only take formal action at a regular or special called meeting of the Clemson City Council, which requires notifications outlined by the FOIA. The City agrees to consider modifications or amendments to the MOU, if needed, in an expedited manner that will comply with the FOIA.

**G. PRINCIPAL CONTACTS**

1. Principal contacts for this instrument are:

**For the City**

**For Fortune Johnson**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**H. COMMENCEMENT/EXPERATION DATE:**

This instrument is executed as of the date of the last signature and will expire upon issuance of certificate of occupancy.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the last written date below:

**For the City of Clemson:**

**Attested by:** \_\_\_\_\_

Beverly Coleman

City Clerk

\_\_\_\_\_

Richard E. Cotton

City Administrator

City of Clemson, South Carolina

Date: \_\_\_\_\_

**For Fortune Johnson General Contractors:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Witness

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_