ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING

MONDAY, MARCH 4, 2024 | 6 PM

4th Committee Meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers

The meeting will be available remotely through Zoom. Please visit the City’s website at https://cityofmauldin.org/your-government/meeting-minutes-agendas/ to access the meeting via audio and videoconferencing.

A quorum of Council will be present.
ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING
MARCH 4, 2024, 6PM
CITY HALL - COUNCIL CHAMBERS

Committee Members: Taft Matney (Chair), Mark Steenback and Jason Kraeling

1. Call to Order

2. Public Comment

3. Reading and Approval of Minutes
   a. Economic Development Committee Minutes January 2, 2024 [Pages 3-5]

4. Reports or Communications from City Officers
   a. Community Development Director J.R. Charles

5. Unfinished Business
   There is no unfinished business.

6. New Business
   a. City Center Village Master Plan [Pages 6-58]

7. Public Comment

8. Committee Concerns

9. Adjournment
Committee Members present were Chairman Taft Matney, Committee members Mark Steenback and Jason Kraeling.

Others present were Seth Duncan, City Administrator. Community Development Director J.R. Charles was not present.

1. **Call to Order**- Chairman Matney
2. **Public Comment**- None
3. **Reading and Approval of Minutes**
   a. Economic Development Committee Minutes September 5, 2023

   **Motion:** Councilman Kraeling made a motion to approve the minutes as submitted with Councilman Steenback seconding.

   **Vote:** The vote was unanimous (3-0).

4. **Reports or Communications from City Officers**
   a. Community Development Director J.R. Charles

   Mr. Seth Duncan was present to give the report.

   **Cultural Center Report – Safety & Security Capital Improvement Plan**

   As part of the FY2024 budget, the City Council approved a capital outlay of $325,000 to improve security & safety at the Cultural Center Building in order to ensure the safety, security, and well-being of guests that visit the Mauldin Cultural Center. Staff plans to prioritize Electrical Upgrades, Interior/Exterior Door Security, Exterior Lighting, and Front Step Removal/Reinstall for the FY 2024 budget. Other projects such as Fire Alarms, Interior Lighting, and Wi-Fi Cabling could likely be pushed into a future capital improvements request.

   The total cost for the projects presented is identified as $353,758.63, which is $28,758.63 over the Safety & Security line-item budgeted. The exterior Electrical Upgrades account for the bulk of the planned expenses. However, both the Community Development Department and Public Works Department agree that the electrical system in the amphitheater area must be updated in order to prevent overloads to the system, and to ensure continued use of outdoor spaces for Sooie and other activities.
In order to accomplish as many safety/security projects as possible, staff has prioritized Electrical Upgrades, Interior/Exterior Door Security, Exterior Lighting, and Front Step Removal/Reinstall. Projects such as Fire Alarms, Interior Lighting, and Wi-Fi Cabling will be delayed and completed as remaining funding allows. Any capital improvements not completed with FY2024 funding, will be deferred until FY2025 or as future funding allows.

5. Unfinished Business - There is no unfinished business.

6. New Business
   a. Cultural Center Front Steps Replacement

      As part of the Safety & Security Capital Improvement plan for the MCC, staff solicited quotes for the removal/replacement of the front steps of the MCC. Several people have commented that the front steps are difficult to climb, uneven, and beginning to deteriorate. Staff solicited quotes from construction companies and concrete contractors for the removal/replacement of the MCC front steps.

      In discussions with the different vendors, it was recommended that the stairs be lengthened and widened in order to decrease the ascent angle of the staircase. This would allow for easier pedestrian access due to the wider spacing of the staircase, and it would improve safety by giving increased depth and a shallower rise for each step. Lights would also be installed on the façade of the building, giving additional lighting for the staircase.

      Additionally, because the front entrance is a defining and forward-facing feature of the building, the aesthetics of the staircase will be taken into consideration with the overall price of the improvement.

      **Motion:** Councilman Kraeling made a motion to send the general design of the stairway to Council with Councilman Steenback seconding.

      **Vote:** The vote was unanimous (3-0).

   b. Cultural Center Mural

      The City Council authorized the expenditure of $5,000 from the Community Development Department’s FY 2024 Advertising line item at its June 19, 2023, Council Meeting.

      At the October 16, 2023, Council Meeting, representatives of Leadership Golden Strip gathered feedback from City Council on the design of the mural. The design included the Council members feedback at that meeting, giving minor edits and suggestions to the design of the mural.
The artistic consultants have created a final draft that included the suggestions from the October 16, 2023, Council Meeting, and it has produced a final draft for approval.

The mural proposed by Leadership Golden Strip will be a vinyl application that will adhere to the window covering. The vinyl application is the preferred method of production because it can be easily applied and/or removed, and its removal will not damage the structure of the building.

**Motion:** Councilman Steenback made a motion to send the final draft of the mural to Council with Councilman Kraeling seconding.

**Vote:** The vote was unanimous (3-0).

7. **Public Comment** - None

8. **Committee Concerns** - None

9. **Adjournment** - Chairman Matney adjourned the meeting at 7:21 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk
MEETING DATE: March 4, 2024

AGENDA ITEM: 6a

TO:  Economic Planning and Development Committee
FROM:  J.R. Charles, Community Development Director
SUBJECT: City Center Village Master Plan - Consultant Recommendation

REQUEST

Award a contract to Seamon Whiteside for the creation of the City Center Village Master Plan as funded by the MASC Hometown Economic Development grant, and authorize a total expenditure not to exceed $33,000 for the project.

HISTORY/BACKGROUND

At its August 21, 2023, meeting, the Mauldin City Council approved a resolution supporting an application for the Hometown Economic Development Grant with the Municipal Association of South Carolina. The application was for the creation of a new City Center Village Master Plan in light of recent developments in the City Center Village area. The MASC Hometown Economic Development Grant requires a 15-percent match ($3,750 for the $25,000 grant) producing a total allocation of $28,750 approved by Council on August 21, 2023.

Staff was notified of its successful award from MASC October 2023. Staff then issued an RFP to solicit proposals from consultants for professional services. Three firms provided proposals in response to the RFP including MRB Group, Seamon Whiteside, and Agora Partners. Staff then interviewed the top two firms. Staff listened to each firm’s process, experience, and qualifications, and better defined the proposed scope of work. The two firms were then provided additional time to revise their submittal based on the refined scope of work. The firm’s revised cost estimate to complete the project is as follows:

- Seamon Whiteside $30,000
- Agora Partners $40,000 + $2,900 in reimbursable expenses

ANALYSIS or STAFF FINDINGS

Upon final examination of the two finalist firms, Seamon Whiteside’s proposal was found to be the best value to the City for the scope of work defined by the grant. Moreover, in speaking with their team about the incidental cost schedule, the Seamon Whiteside representative said they feel comfortable accomplishing the scope of work within the $30,000 proposal. However, staff believes that a small contingency is necessary to anticipate reimbursable costs that may be necessary. Staff recommends a $3,000 contingency for this project and asks Council to set the “Not to Exceed” at $33,000 for this project.

FINANCIAL IMPACT

Funding for this project will be allocated from a number of sources and include the following:

- MASC HED Grant $25,000
- Local Match + Contingency $8,000 includes minimum match of $3,750

$33,000.00
Staff recommends allocating $8,000 from the Community Development Special Projects line item to fund the local match and contingency.

RECOMMENDATION

Staff recommends awarding Seamon Whiteside with a contract for the creation of the City Center Village Master Plan, and authorize a total expenditure not to exceed $33,000 for the project.

ATTACHMENTS

- Proposal from Seamon Whiteside for the creation of a City Center Village Master Plan
STATEMENT OF QUALIFICATIONS

MAULDIN CITY CENTER VILLAGE MASTER PLAN
CITY OF MAULDIN

DECEMBER 13, 2023

POINT-OF-CONTACT:

CHIP BUCHANAN, PE, SENIOR TEAM LEADER
864-298-0534
CBUCHANAN@SEAMONWHITESIDE.COM
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December 13, 2023

Mr. J.R. Charles  
City of Mauldin  
5 E. Butler Road  
Mauldin, South Carolina 29662  

Request for Proposal  
Mauldin City Center Village Master Plan  
City of Mauldin  

Dear Mr. Charles,

Seamon Whiteside (SW+) is pleased to submit our statement of qualifications and proposal for your consideration in selecting a team to provide Master Planning Services related to the City Center Village. Founded in 1985 by a landscape architect and a civil engineer, SW+’s foundational focus lies in providing comprehensive land development services that integrate visionary land planning with stormwater, geometric design, and utility engineering expertise. Our focus has evolved into a commitment to elevating the site design experience by understanding your vision, designing creative solutions, fostering a highly collaborative environment throughout the process, and having pride in the places and communities we help design and develop.

SW+ has significant experience with due diligence, site evaluation, master planning, and design of large- and small-scale urban communities for both public and private sector clients, including stakeholders throughout the Upstate such as the City of Mauldin, City of Seneca, and City of Greenville. From mixed-use projects such as Pinestone to urban redevelopment projects like District 356 & .408 Jackson, the SW+ team understands the positive impact that high-density urban development will have in a community.

Supplementing SW+’s expertise for this SOQ is a professional partner we have teamed with on similar projects in the past. McMillan Pazdan Smith Architects (MPS) brings a vision for Architecture & Mixed Use Development. A detailed breakdown of our team and a comprehensive listing of projects with scope elements and tasks similar to those required in this RFP are included in this SOQ and our team looks forward to discussing those projects and our approach with you and your Selection Committee. Coupled with SW+’s partnership history with City of Mauldin stakeholders, our team endeavors to leverage our expertise to successfully deliver the requested due diligence and planning studies. We look forward to the opportunity to help you envision your future City Center Village and how it will enhance and further catalyze the development of the City.
The Point-of-Contact for this project is **Chip Buchanan, PE, Senior Civil Engineering Team Leader of SeamonWhiteside.** Thank you for considering the SW+ team!

SEAMON, WHITESIDE & ASSOCIATES, INC.

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Joe Bryant, PE, Executive VP, Managing Principal
701 Easley Bridge Rd, Suite 6060
Greenville, SC 29611
864-298-0534
jibryant@seamonwhiteside.com

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Primary Point-of-Contact:
Chip Buchanan, PE, Senior Team Leader
701 Easley Bridge Rd, Suite 6060
Greenville, SC 29611
864-298-0534
cbuchanan@seamonwhiteside.com

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SW+ is licensed in the state of SC:
Engineering #472 | Exp. 03/31/2025
Landscape Architect #32 | Exp. 01/31/2025
Land Surveying #472 | Exp. 03/31/2025
ABOUT SEAMONWHITESIDE
SeamonWhiteside (SW+) is a full-service land design firm founded in 1985. SW+ provides comprehensive services tailored to the needs of each project for the purpose of facilitating its planning, design and construction.

COMPANY STATEMENT
With the goal of being the best design firm in the region, the SW+ leadership team continues to attract the brightest talent, each with a unique expertise in one of the many facets of land design. Now with offices in Mount Pleasant, Greenville, Summerville, and Spartanburg, SC as well as Charlotte, NC, SW+ inspires employees to stand behind its tagline, *elevating the site design experience*. We’ve worked hard to position SW+ as a leader of environmentally conscious, low-impact advancements in engineering and site design. We blend Civil Engineering & Landscape Architecture to create holistic environments for people. When it comes to being sustainable, we strive to leave our mark by making the exception to the convention, and making the conventional truly exceptional.

OUR GREENVILLE, SC LOCATION
SW+ Greenville engineers and landscape architects work with owners, consultants, permitting agencies, regulatory staffs, and subcontracted firms to achieve the best outcome possible. The hallmark of our approach to project management and client success is vigorous review of all deliverables, collaborative communications, and active participation in all aspects of the project regardless of its complexity, challenges, or size. Our Greenville team is comprised of experienced SW+ civil engineers and landscape architects who are knowledgeable about our practices, our products, and our process, and are committed to providing top-notch planning, design, engineering, and client services to the Upstate region.
ESTABLISHED
1985

FOUNDERS
Kenny Seamon, FASLA & Stuart Whiteside, PE

LEADERSHIP
Russ Seamon, ASLA, LEED AP, President
Joe Bryant, PE, MCE, LEED AP, Executive Vice President
Gary Collins, PLA, Vice President
Jason Munday, PE, Vice President
William O’Neal, PE, LEED AP, Vice President
Stuart Whiteside, PE, Principal-In-Charge

EMPLOYEES
170+

DESCRIPTION
SeamonWhiteside (SW+) is a full-service land design firm providing Civil Engineering, Landscape Architecture, Master Planning, Water Resources Engineering, Public Engagement, Urban Planning, Land Planning, Industrial services to public and private clients throughout the Southeast. SW+ provides comprehensive services tailored to the needs of each project for the purpose of facilitating the planning, design and construction.

CLIENT TYPES

SERVICES

WEBSITE
www.seamonwhiteside.com

MOUNT PLEASANT OFFICE
*SW+ CORPORATE HEADQUARTERS
501 Wando Park Boulevard, Suite 200
Mount Pleasant, SC 29464
Tel: (843) 884-1667

GREENVILLE OFFICE
Judson Mills Building 6000, Suite 6060
701 Easley Bridge Road
Greenville, South Carolina 29611
Tel: (864) 298-0534

SUMMERVILLE OFFICE
712 N Cedar Street
Summerville, SC 29483
Tel: (843) 972-0710

SPARTANBURG OFFICE
104 N Daniel Morgan Avenue, Suite 300
Spartanburg, SC 29306
Tel: (864) 272-1272

CHARLOTTE OFFICE
230 E Peterson Drive, Suite B
Charlotte, NC 28217
Tel: (980) 312-5450
SeamonWhiteside has been providing comprehensive master planning, civil engineering, landscape architectural services for large scale mixed use developments for more than three decades throughout the Southeast.
EXECUTIVE SUMMARY

MCMILLAN PAZDAN SMITH

FIRM OVERVIEW

McMillan Pazdan Smith is a regional, practice-based architecture, planning, and interior design firm. Our purpose is to create meaningful and lasting impact for the good of all. We work to design a better future through thoughtful, creative, and purpose-driven solutions.

We are in service to each other, our clients, and our communities. Serving with integrity has always been at the heart of who we are and what we design. Many projects stem from repeat clients, a testament to our focus on design excellence and service to manage your unique needs.

Through our collaborative culture, creativity, and innovative design solutions, we enjoy a diverse clientele and portfolio of complex, sophisticated projects that have received local, regional, and national recognition.

Practicing since 1955, our firm currently has offices throughout the Southeast in Charleston, Columbia, Greenville, and Spartanburg, SC; Asheville and Charlotte, NC; and Atlanta, GA.

“The majority of my development experience had been in Chicago, where we are surrounded by world class architectural firms. As such, when I came into the Greenville Market I was a little skeptical as to the caliber of design firms that we would have at our disposal. Luckily, we found MPS. We threw an extremely complicated asset at you guys and you handled every aspect with the utmost professionalism and the depth of your “bench” is more than impressive. When we got into the ridiculously complex apartment component… you guys hit it out of the park.”

— Anthony Tiritilli, Partner
Three Corners Development (Judson Mill)
As a community-focused design practice, McMillan Pazdan Smith understands that the well-being of communities is predicated on the vitality, connectivity, and sustainability provided by the integration of workplace, residential, and recreational spaces. Our firm has participated in master planning and design efforts to create mixed-use communities that represent intelligent models for growth including infill projects, adaptive re-use, and new construction. In addition to our multi-family living experience, our resume includes a wide range of retail, dining, and entertainment clients including award-winning restaurants, music venues, breweries, and more.

**HOUSING / MIXED-USE DESIGN**

- **JUDSON MILL / MIXED-USE**
  Renovated 800,000 SF Textile Mill into 204 HUD apartments, 215,000 SF Office Space, 106,000 SF Industrial, 35,000 SF Flex Space, and 12 Acres Retail Parcels; Judson, SC

- **BRUONTOWN**
  Master Planning, Community Meetings, Pedestrian Studies, and Revitalization of Historic African-American Neighborhood; Affordable Housing; Greenville, SC

- **COMMONS AT HAMPTON-PINCKNEY**
  Historic Multi-Family Townhouses; 3 buildings each with 5 townhomes; Greenville, SC

- **COURTVIEW TOWNHOMES**
  15 Transitional Craftsman Style Multi-Family Townhomes overlooking 160-acre Mayberry Park; 3-story units offer 1,700 to 2,400 SF; Greenville, SC

- **LANEY WALKER / BETHELHEM**
  Master Planning + Design of Specific Projects for 1,200-Acre Historic District Adjacent to Downtown; Augusta, GA

- **MULBERRY-PINCKNEY NEIGHBORHOOD**
  Master Planning, Community Meetings, Pedestrian Studies, and Revitalization of Historic Single + Multi-Family Neighborhood; Greenville, SC

- **THE PRESERVE AT LOGAN PARK**
  New, 4-story 114,000 SF, 113-unit building; Renovation of 5-story, 68,000 SF, 80-unit Garden Apartments; Affordable + Senior Housing; Greenville, SC

- **WILLIAMS TERRACE SENIOR LIVING**
  New, 4-story, 55-unit building with Ground-floor Parking, Rooftop Community Room + Terrace; Affordable Senior Housing; Charleston, SC

- **400 MEETING STREET APARTMENTS**
  New, 4-story, 62,385 SF, 41-unit building with two architectural styles to blend with the surrounding neighborhoods on opposite streets; Charleston, SC

- **100 EAST APARTMENTS / MIXED-USE**
  New, 7-story, 54,651 TSF, 48-unit building above Ground-floor of 8,757 SF Retail / Office; Design-Build; Greenville, SC

- **MAIN + STONE / MIXED-USE**
  New, 4-story, 225-unit efficiency apartments above 21,000 SF of Retail Space; Includes Pool, Parking Deck, Amenity Space / Club House, and Fitness Facilities; Greenville, SC

- **MCBEE STATION / MIXED-USE**
  14-Acre Site transformed into two city blocks of Commercial Space and Apartments / Condominiums and Parking Structure; Greenville, SC
PROJECT APPROACH - MASTER PLANNING

We have successfully completed small and large scale urban mixed-use master planning projects, infrastructure improvements, established or expanded public facilities, redesigned roadways and parking areas, and provided in-depth value engineering and opinions of probable cost for a variety of projects throughout the state and region.

SeamonWhiteside’s experienced technical staff works with public and private clients in the Carolinas on a variety of master planning projects that include community and regional destinations, mixed-use development, entertainment venues, active/passive parks, roadway/streetscape design, landscape architecture design services, and stormwater improvements. Our staff understands the needs of a community’s aging infrastructure and capacity issues while handling growth.

EXPERIENCED PROJECT MANAGEMENT & LOCAL POINT-OF-CONTACT

At SeamonWhiteside (SW+), we respond to our clients’ needs as they arise. Response time is always a consideration for our clients and for our staff. Our team is led by our locally based SW+ Upstate offices and ready to provide a prompt response to client requests, meetings, and site visits. Key personnel are registered civil engineers and landscape architects well-versed in city, county, and state design criteria and procedures. McMillan Pazdan Smith (MPS) will provide Architectural and Mixed-Use consulting services for the project. Our firms and individual staff have completed numerous projects for public and private clients throughout South Carolina similar to those anticipated for the City of Mauldin. Our team members each have significant experience working in these project areas. SW+’s team, led by Chip Buchanan, PE, Senior Civil Engineering Team Leader in our Upstate Greenville office, has significant experience working with local governmental departments and stakeholder groups.

Our SW+ Greenville office is fully staffed with professional civil engineers and landscape architects who are available to provide the required services in support of any client projects that may be assigned under the RFP contract. Additional civil engineering and landscape architectural assets are available as needed from our five offices which are all connected via virtual and telecommunications networks. Our staff expertise, along with our proximity to the project, make SW+ and consultants the ideal team to support and guide the City in the master planning process for this project.
AVAILABILITY AND ABILITY TO MANAGE BUDGETS AND SCHEDULES

Our focus on quality client services and getting the project completed on time and within budget enables us to maintain a growing list of repeat clients and a workload consisting of steady, organized growth. The SW+ team is committed to the production of a quality, well-designed project. Our staff has the availability to meet project needs and client goals. We welcome the opportunity to interview with your selection committee and look forward to sharing more of our master planning experience with you.

PROJECT UNDERSTANDING

With the desire to develop an urban mixed-use destination for the residents and visitors alike, the City of Mauldin is taking this opportunity to develop a thoughtful and comprehensive Master Plan. Determining the viability of certain aspects of a Master Plan from spatial, technical, and economic viewpoints will allow the City team to develop a strong vision for the City Center Village and roadmap for its success.

The Master Plan will include the following Scope of Services:

- Task 1: Kickoff | Due Diligence
- Task 2: Market Review
- Task 3: Site Evaluation
- Task 4: Master Planning
ANTICIPATED SCHEDULE

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ADDITIONAL SERVICES

SW+ will provide design and engineering services for tasks identified by the client. Additional in-house services that SW+ is prepared to provide if needed include Water Resources Engineers, LEED Certified Professionals, ISA Certified Arborists, and FAA Licensed Remote Drone Pilots. SW+ will work with subconsultants for any tasks that SW+ does not provide in-house, such as wetland delineation and traffic engineering.
SW+ MASTER PLANNING PHILOSOPHY & PROCESS

The following outlines how we will accomplish the following Tasks and Deliverables listed in the RFP following the Main Street Four-Point Approach for the success of the project and delivering a Master Plan that is well-designed, achievable, and provides much needed amenities for the community of Mauldin and beyond.

- Assessment of the Existing Planning Area
- Best Practices, Case Studies, and Similar Models
- Creation of a Master Development Plan for the Planning Area
- Public-Sector Support Strategy
- Methodologies for Implementing the Development of the Planning Area

Our approach to Master Planning is really quite simple. We believe that great design boils down to two essential tasks: 1. Find a way to preserve and protect everything that really matters; and 2. Develop the vision and tools needed to replace the stuff that doesn’t matter with things that will.

Our approach is also based on a rigorous, inclusive process where key stakeholders are an important part of the solution: creating their own future. We recognize that solution.

Along with City staff, the residents and business owners will be valued partners with whom we will collaborate and seek advice. These individuals, along with others as discovered through the Master Planning Process, will be key partners as we develop the Master Plan.

The SW+ team always seeks to be fresh and innovative by using a process that is very collaborative, transparent, and interactive. This process, simply referred to as the SW+ PROCESS, includes the phases of the creative master planning experience: Understand, Explore, and Solve.

Understand (PRE-CHARRETTE) Stakeholder Engagement Meeting #1

First, we research, observe, question, analyze, investigate, and listen. This is where “problem seeking” occurs. We talk to staff, stakeholders, agencies, business owners, and others who will either influence or be influenced by the project. This is where we begin to understand the culture, history, and values of the place. We need to understand not only the City but its regional context. This is also the time for defining goals, programs, the approval process, and timing issues.
Explore (CHARRETTE) Stakeholder Engagement Meeting #2

Next, we utilize the charrette to explore ideas. The pinnacle of the charrette is the stakeholder workshop where they are invited to participate in the planning process. Then we develop our “big idea” statement and begin brainstorming alternatives. Those ideas are evaluated and tested. Impacts of the ideas are tested based on economic, social, and aesthetic attributes. Less ideal alternatives begin to be stripped away or morphed to make them better. We talk a lot. We challenge, we question, we ask for feedback. We are almost ready to decide.

Solve (POST-CHARRETTE) Stakeholder Engagement Meeting #3 | Consensus Plan

Finally, after identifying the real issues and solidifying the project goals, we begin to gravitate towards solutions. We select, we prioritize, and we test. We revisit the goal statement to see if the plan rings true. We select approaches that balance a broad vision with short-term reality. We judge whether the concepts will maintain momentum for the City, whether they will be a catalyst for more change, and whether the ideas are sustainable environmentally, socially, and economically. Then we document the findings in a way that makes the solutions implementable.

Community Engagement happens online, in-person, and at networking events. We propose to partner with the City on social media posts as well as creating a Story Map of the project to provide updates, mappings and renderings to keep the community informed of our progress.

We work with key Consultants that share our belief that the client engagement process is based on a core belief that a successful project is more than “brick and mortar.” It is your story, deeply understood, which sparks us to create distinctive and purposeful spaces. Together, our architects, designers, and comprehensive team bring proven expertise, powerful analytics, and simple listening to understand you, your staff and your vision. This process leads to exceptional results and a sustainable, ever-lasting project.
PROJECTS & REFERENCES

Mauldin City Center Framework Plan
SW+ provided recreation master planning, urban design, and grant funding assistance for the City of Mauldin’s downtown. The project was performed in multiple phases and the limits of each phase varied but generally included the area bounded by Jenkins Street (West), N. Main Street (South), Murray Drive (North), and E. Butler Road (East). This project focused on creating the framework for future City Center (Downtown) development by reimagining the street network and other public spaces. The City seeks to create an inviting downtown environment through enhancements to the public realm including the incorporation of on-street parking, landscaping and street trees, pedestrian safety enhancements, and special intersection treatments. **Team: SW+**

Pinestone Mixed-Use
SW+ provided master planning services for the $100 million, 20 acre Pinestone Mixed Use development located at the former Emb-Tex plant off US 25 in Travelers Rest. Pinestone includes a mix of townhomes, apartments, and single family houses, as well as commercial and office space. Amenities include a central park with greenway access to the city’s revitalized Main Street, a dog park, bocci court, clubhouse, outdoor fitness area, event garden, and a pavilion. MPS provided architectural services for the project. **Team: SW+, MPS**

.408 Jackson
.408 Jackson is a mixed-use, multi-family development located in District 356 adjacent to Fluor Field in Downtown Greenville’s Historic West End. The project is located on 2.8 acres and includes 227 apartments and 4,700 SF of retail space. “.408” refers to the 1911 batting average of baseball legend Shoeless Joe Jackson, whose museum is included in the development. Amenities include a dedicated parking garage with ample onsite parking, 1,932 SF of outdoor patio and green space, and close proximity to Swamp Rabbit Trail. SW+ provided civil engineering and landscape architecture design services to include DRB approval, schematic design, design development, civil site and landscape construction documents, site work permit coordination, and construction phase services. **Team: SW+**

Reference:
City of Mauldin
Van Broad
Community Development Director (retired)
5 East Butler Road
Mauldin, SC 29662

Reference:
Pinestone Capital LLC
Jimmy Wilson
100 Roe Road
Travelers Rest, SC 29690
(864) 430-7539
jimmywilson@pinestoncap.com

Reference:
Woodfield Development, LLC
Brian Schick
850 Morrison Drive, Suite 700
Charleston, SC 29403
(704) 506-4692
bschick@wfinvest.net
SW+ provided recreation master planning, urban design, and grant funding assistance for the City of Mauldin’s downtown. The project was performed in multiple phases; the limits of each phase varied but generally included the area bounded by Jenkins Street (west), N. Main Street (south), Murray Drive (north), and E. Butler Road (east). This project focused on creating the framework for a future city center (downtown) development by reimagining the street network and other public spaces. The city seeks to create an inviting downtown environment through enhancements to the public realm, including the incorporation of on-street parking, landscaping and street trees, pedestrian safety enhancements, and special intersection treatments.
DISTRICT 356
(FORMERLY JACKSON WAY)

The project is located on Field Street next to the Fluor Field baseball stadium (Northern side) and the new 408 Jackson apartments on the Southern side. The roadway and streetscape is being completely reworked with new pavers on the road surface as well as the sidewalks, new street trees, new street lights, new public bathrooms and ticket office, and new hanging lights over the road. The street can be closed down for special events and baseball games. The project is creating a new district, hence the name ‘District 356’. SW+ worked with the design team during a multi-day charrette involving various stakeholders including Fluor Field and the City of Greenville to create a masterplan and provide design and engineering services for the project.

Location
GREENVILLE, SC

Project Type
STREETSCAPE

Project Size
680 LINEAR FEET

Completion Date
2022
.408 Jackson is a mixed-use, multi-family development located in District 356 adjacent to Fluor Field in Downtown Greenville’s Historic West End. The project is located on 2.8 acres and includes 227 apartments and 4,700 SF of retail space. “.408” refers to the 1911 batting average of baseball legend Shoeless Joe Jackson, whose museum is included in the development. Amenities include a dedicated parking garage with ample onsite parking, 1,932 SF of outdoor patio and green space, and close proximity to Swamp Rabbit Trail. SW+ provided civil engineering and landscape architecture design services to include DRB approval, schematic design, design development, civil site and landscape construction documents, site work permit coordination, and construction phase services.

**Location**
GREENVILLE, SC

**Project Type**
MULTI-FAMILY | MIXED USE

**Project Size**
2.8 ACRES | 227 UNITS

**Completion Date**
2022
**PINESTONE MIXED USE**

SW+ provided master planning services for the $100 million, 20 acre Pinside Mixed Use development located at the former Emb-Tex plant off US 25 in Travelers Rest. Pinestone includes a mix of townhomes, apartments, and single family houses, as well as commercial and office space. Amenities include a central park with greenway access to the city’s revitalized Main Street, a dog park, bocci court, clubhouse, outdoor fitness area, event garden, and a pavilion.

**Location**

TRAVELERS REST, SC

**Project Type**

MASTER PLAN

**Project Size**

20 ACRES

**Completion Date**

ACTIVE
CITY OF SENECA DOWNTOWN MASTER PLAN
SeamonWhiteside worked together with the architect and the City of Seneca and shareholders to create a Downtown Master Plan that focuses on the public realm with a series of pocket parks, plazas and outdoor event spaces all connected with a widened and enhanced streetscape.

Location
SENeca, SC

Project Type
MUNICIPAL | URBAN PLANNING

Project Size
+/- 100 ACRES

Completion Date
2019
SW+ was selected by the City of Fountain Inn to provide master planning services and streetscape design for Depot Street. In order to provide a continuous connection to the rest of downtown Fountain Inn, Depot Street will be realigned and narrowed to a one-way street with on-street parking and sidewalks. The streetscape project is part of the redevelopment efforts for the City’s downtown, and is part of the new Farmers Market Pavilion and Commerce Park Center.

**Location**
FOUNTAIN INN, SC

**Project Type**
FARMERS MARKET

**Project Size**
0.8 ACRES

**Project Detail**
PART OF DEPOT ST STREETSCAPE
CITY OF EASLEY DOWNTOWN MASTER PLAN

SeamonWhiteside (SW+) led an urban design and master planning study of downtown Easley. The intention of the study was to develop a plan to provide opportunities for downtown redevelopment to expand north of the railroad. Key design features include a new city green and park linked to the Doodle Trail greenway along with a mix of uses including hospitality and residential to help sustain and foster the revitalization efforts.

Location
EASLEY, SC

Project Type
MUNICIPAL | URBAN PLANNING

Project Size
+/- 50 ACRE STUDY AREA

Completion Date
2020
WESTMINSTER DOWNTOWN STREETSCAPE IMPROVEMENTS

SW+ provided urban planning, landscape architecture, and civil engineering services for the first phase of implementation of the City of Westminster’s recently adopted Downtown Master Plan. This project focuses on streetscape and other public realm enhancements that includes traffic improvements (redesigned street network and parking), pedestrian accommodations, landscaping, other streetscape elements, as well as other public amenities (festival street, park, pavilion, plaza, and fountain).

As the Prime firm, SeamonWhiteside provided extensive subconsultant coordination including survey, utility coordination, cultural resources survey, cost estimation, and grant assistance.

Location
WESTMINSTER, SC

Project Type
URBAN PLANNING

Project Size
+/-10 ACRES

Completion Date
2023 (PHASE 1)
In response to the growing need for updated and expanded facilities for Greenville County’s governmental operations, SW+ is serving as part of the team charged with redesigning an underutilized yet highly visible downtown corner near the Reedy River and Falls Park. Phase 1 of this multi-phase project encompasses an area equal to 10 city blocks and consists of a new county administrative facility with adjacent 8-level parking structure. Future phases will consist of a mix of office/residential/retail uses with trail connectivity to integrate into the surrounding neighborhoods. SW+ is providing comprehensive civil engineering, landscape architecture, permit coordination services, and construction administration for the project.

**Location**
GREENVILLE, SC

**Project Type**
MIXED USE | REDEVELOPMENT

**Project Size**
35 ACRES

**Completion Date**
2023 (PHASE 1)
Main + Stone is a mixed-use residential and redevelopment in downtown Greenville, SC. Phase I of the two phase project is under construction and work on Phase II has begun. In addition to 292 units of apartment homes, this development will include 26,000 SF of covered parking for 307 spaces, 14,450 SF retail and commercial space and 4,800 SF of restaurant space creating an urban epicenter on this ideally located site. SW+ provided comprehensive civil engineering, landscape architecture, permit coordination services and construction administration for the project.

**Location**
GREENVILLE, SC

**Project Type**
MIXED USE | RESIDENTIAL

**Project Size**
4.8 ACRES | 292 UNITS

**Completion Date**
2016
Canyas Greenville

SW+ provided civil engineering, landscape architecture, design development, construction documents, permit coordination, and construction phase services for this mixed-use development. Located in the heart of Heritage Green, Greenville’s arts and cultural district, the development consists of Canvas Tower, a 130,000 SF office renovation of the 301 College St. building, along with Canvas Lofts, a 48-unit, mixed-use building with retail and residential offerings.

The developer commissioned Australian artist Guido Van Helten to create an 18,900 square-foot mural featuring retired teacher, Pearlie Harris, who helped integrate Greenville County’s schools fifty years ago. The mural also features students from A.J. Whittenberg Elementary School of Engineering. The theme of the mural is racial diversity and education to honor the 50th anniversary of Greenville schools’ desegregation.

**Location**
GREENVILLE, SC

**Project Type**
MIXED USE | RESIDENTIAL

**Project Size**
130,000 SF | 48 UNITS

**Completion Date**
ONGOING
SeamonWhiteside, McMillan Pazdan Smith, and the Randolph Development Group have been working together with the City of Traveler’s Rest to create a planned, mixed-use development on 45 acres just east of Main Street. The project aims to create a more defined downtown space in Traveler’s Rest with a mixture of single-family, multi-family, and commercial space. The housing component should add close to 350 units to downtown Traveler’s Rest. Pinestone will have direct access to the popular Swamp Rabbit Trail.

MPS is currently working on two major components for the project. The first is a series of three new construction buildings to create a small retail center. Construction drawings are currently complete for one of the three buildings and conceptual designs have been completed for the other two, as of late 2023. The second project is the adaptive re-use of two, 24,000 SF existing pre-engineered buildings on the property to create a food hall and retail space. Construction drawings for this component have also been completed. The project is currently on hold with construction anticipated to begin in 2024.
At a time when Greenville County was known as the “Textile Capital of the World,” Judson Mill was the largest mill in the county. Decades later, the mill shuttered its operations, and was subsequently acquired by Belmont Sayre as an urban mixed-use redevelopment project. In 2017, the partnership of Three Corners Development and Judson Mill Ventures commissioned McMillan Pazdan Smith to transform the 800,000 SF historic structure into a wide variety of spaces: 204 affordable apartments, 215,000 SF office space, 106,000 SF light industrial space, 35,000 SF flex space, and 12 acres of retail parcels. Residential amenities will include an outdoor kitchen, a fitness and yoga center, a game room, a pool and hot tub, a bocce court and a bike shop.

The team started with the mill’s listing on the National Register of Historic Places. This vital first step secured the federal tax credits associated with historic property restorations necessary to meet the developer’s financial goals. Additionally, the design team is working closely with the State Historic Preservation Officer (SHPO) to meet specific design requirements. Careful attention is being given to elevations of additions and how these affect the existing structure’s massing. Specific areas have also been identified to remain as they were during the textile era, including matching existing windows, while other areas are being modernized to meet daylighting and air quality requirements. Furthermore, many of the additions that accumulated over the life of the facility are being retained to explain how the mill evolved with the technological advancement of the textile industry. Four large courtyards, cut precisely where approved by SHPO, will provide the daylighting needed by interior residential units.

The $70M first two phase of the project was completed by Fall 2022, with additional upfits and renovations ongoing through 2023. The final phase is set to begin in 2024.
MAULDIN CITY CENTER VILLAGE MASTER PLAN
CITY OF MAULDIN

RELEVANT PROJECTS

BLOCHAVEN CLIMBING GYM

MAGNETIC SOUTH BREWERY

THE FOUNDRY, MUSIC VENUE

STUMPY’S HATCHET HOUSE

JUDSON MILL LOFTS, POOL + OUTDOOR GRILLING
Hughes Investments sought to create an exciting new mixed-use development centered around a town square concept off I-385. McMillan Pazdan Smith (MPS) provided design services for the Block A Building, a 200,000 SF, six-story mixed-use structure with retail and restaurants on the first floor and five floors of apartments above. Additionally, MPS provided schematic design services for BridgeWay’s town square and public spaces. Influenced by Old World architecture, BridgeWay Station is unlike any other development in the Upstate. A central event hall pays homage to Greenville’s Southern railway station built in 1905 and a tower in the middle of BridgeWay was modeled after Greenville’s old city hall. The overall development features over 450,000 SF of mixed-used space, including a mixture of restaurants, offices, entertainment venues, and apartments spread over the 40 acre site and connected by outdoor green space and plazas. BridgeWay has access to the Swamp Rabbit Trail via a new pedestrian and bike bridge over I-385. The first phase of construction was completed in late 2023.

This project’s town center approach is highly relevant to your proposed project. Both involve the creation of a central, pedestrian-friendly common space with associated surrounding mixed-use spaces for retail, dining, entertainment, and office space.
TEAM QUALIFICATIONS & EXPERIENCE

Our talented team of professionals will be led by Chip Buchanan, Senior Civil Engineering Team Leader, in our SW+ Greenville office with supporting services from subconsultant McMillan Pazdan Smith Architecture.
Chip Buchanan, PE
Senior Civil Engineering Team Leader

Chip joined the Greenville office of SeamonWhiteside in 2022. As a Senior Civil Engineering Team Leader. Chip is responsible for all aspects of the civil engineering planning, design, construction document development, permit coordination, and complete project management services for a variety of project types. Chip brings over 10 years of experience in the Upstate of SC.

Typical project types include municipal improvements, commercial properties, industrial facilities, institutional, single and multi-family residential, and mixed-use developments.

EDUCATION
Bachelor of Science, Civil Engineering
CLEMSON UNIVERSITY | CLEMSON, SC

REGISTRATIONS AND AFFILIATIONS
Professional Engineer
SOUTH CAROLINA | #35009

ULI Upstate Executive Committee
City of Greer Unified Development Ordinance Stakeholder Committee

SIGNATURE PROJECTS
Woven Mixed-Use Development
GREENVILLE, SOUTH CAROLINA

Markley Square Mixed-Use Development
GREENVILLE, SOUTH CAROLINA

Judson Mill
GREENVILLE, SOUTH CAROLINA

Pelham Exchange
Commercial Master Plan
GREENVILLE, SOUTH CAROLINA

Mauldin Fire Station
MAULDIN, SOUTH CAROLINA

Hwy 29 & Orr Streetscape
ANDERSON, SOUTH CAROLINA

City of Greenville Public Safety Campus
GREENVILLE, SOUTH CAROLINA

Furman University
North Campus Pedestrian Plan
GREENVILLE, SOUTH CAROLINA

Clemson University
Madren Center Master Plan
CLEMSON, SOUTH CAROLINA

Anderson University
Sports Complex Master Plan
ANDERSON, SOUTH CAROLINA
Chris Watson, PLA
Director

Chris joined SeamonWhiteside in 1994, beginning work in the Mount Pleasant main office and then moving to Greenville in 2002 to establish the new branch office. Chris has practiced landscape architecture for more than 27 years, providing master planning, landscape architectural design, and project management services to public and private sector clients.

His typical projects include higher education campuses, parks, recreation and resort development, mixed-use developments, residential land planning, commercial and retail, professional office buildings, streetscape master plans and improvements, municipal gateways, neighborhood amenity areas, and golf course site improvements.

EDUCATION
Bachelor of Landscape Architecture
CLEMSON UNIVERSITY | CLEMSON, SC

REGISTRATIONS AND AFFILIATIONS
Professional Landscape Architect
SOUTH CAROLINA | #0733
NORTH CAROLINA | #1787
TENNESSEE | #116
ALABAMA | #891

American Society of Landscape Architects
Clemson University Professional Advisory Board
Urban Land Institute
Art in Public Spaces Greenville Commission

SIGNATURE PROJECTS
City Park Master Plan
GREENVILLE, SOUTH CAROLINA

Rocky River Nature Park Master Plan
ANDERSON, SOUTH CAROLINA

VaDuMar Park
SPARTANBURG, SOUTH CAROLINA

Pickens Recreation Complex
PICKENS, SOUTH CAROLINA

Cherokee County YMCA
GAFFNEY, SOUTH CAROLINA

Swamp Rabbit Trail
GREENVILLE, SOUTH CAROLINA

Eastside Recreation Complex
ANDERSON, SOUTH CAROLINA

Clemson University
Kingsmore Stadium Addition
CLEMSON, SOUTH CAROLINA

Pickens City Park Amphitheater
PICKENS, SOUTH CAROLINA

Henry L Jolly Park
GAFFNEY, SOUTH CAROLINA

City of Clemson
Recreation Master Plan
CLINTON, SOUTH CAROLINA
After more than seven years of working with AECOM in St. Petersburg, Florida, Nick joined the SeamonWhiteside Greenville office in 2020 as a Senior Landscape Architect and is now a Landscape Architecture Team Leader.

As a Professional Landscape Architect and ISA Certified Arborist Nick has experience in projects ranging from small-scale, residential site designs to multimodal transportation enhancements for local municipalities to roadway landscape projects for major interstate highways and interchanges for FDOT. He has worked in various phases of project development, from site design and initial client interview, through design development and construction. Nick has contributed to the planning, design, and production of landscape improvements for multiple FDOT highways, interchanges, and capacity improvement projects. Additional experience includes performing post design services, tree assessments, public involvement, and the planning of trails and sidewalks, graphic design, and presentations.

SIGNATURE PROJECTS

Anderson University
West Edge Master Plan
ANDERSON, SOUTH CAROLINA

Anderson University
Pedestrian Connections Master Plan
ANDERSON, SOUTH CAROLINA

Furman University
North Village Pedestrian Plan
GREENVILLE, SOUTH CAROLINA

Furman University
White Oaks Landscape Assessment & Master Plan
GREENVILLE, SOUTH CAROLINA

Furman University
Land Use Planning - Local Consultant
GREENVILLE, SOUTH CAROLINA

Central Carolina Technical College
Century Drive Gateway & Streetscape Improvements
SUMTER, SOUTH CAROLINA

Mauldin City Center Master Plan
MAULDIN, SOUTH CAROLINA

Westminster Downtown Master Plan
WESTMINSTER, SOUTH CAROLINA

Hall Street Park Master Plan
WESTMINSTER, SOUTH CAROLINA

County Square Parking Deck and Administration Building
GREENVILLE, SOUTH CAROLINA
CAROLEINE DONALDSON, PLA
Landscape Architecture Project Manager

Caroline Donaldson joined SeamonWhiteside in 2017 after working with the Graham Kimak Landscape Designs for over three years. Typical projects types for Caroline include mixed-use residential, single-family residential, office buildings, shopping centers, and park and recreation planning, and entrance design. Her responsibilities begin with initial conceptual design and continue through construction document preparation, permitting, and close-out.

EDUCATION
Bachelor of Fine Art
SAMFORD UNIVERSITY | BIRMINGHAM, AL

Bachelor of Art in English
SAMFORD UNIVERSITY | BIRMINGHAM, AL

Master of Landscape Architecture
CLEMSON UNIVERSITY | CLEMSON, SC

REGISTRATIONS AND AFFILIATIONS
Professional Landscape Architect
SOUTH CAROLINA | #1568
TENNESSEE | #1301

SIGNATURE PROJECTS
Pinestone Mixed Use
TRAVELERS REST, SOUTH CAROLINA

Duckworth Tucker Sports Park
ANDERSON, SOUTH CAROLINA

The Settlement
SIMPSONVILLE, SOUTH CAROLINA

Clemson Tennis Center
CLEMSON, SOUTH CAROLINA

Adams Hill Apartments
GREENVILLE, SOUTH CAROLINA

Legacy Square at Verdae
GREENVILLE, SOUTH CAROLINA

Westside Single-Family
SPARTANBURG, SOUTH CAROLINA

O’Neil Village
GREER, SOUTH CAROLINA

Federal Courthouse
GREENVILLE, SOUTH CAROLINA

County Square Redevelopment
GREENVILLE, SOUTH CAROLINA

Southern First Headquarters
GREENVILLE, SOUTH CAROLINA
LISA M. LANNI, AIA
PRINCIPAL IN CHARGE / GREENVILLE STUDIO DIRECTOR

Lisa is a principal and director of MPS's Greenville studio. With over 30 years of experience in mixed-use, adaptive reuse, and restoration brings a creative approach to urban design. Her design approach is based on promoting connectivity and social interaction, respecting our historic and cultural resources and valuing sustainable design. By researching the history of each place and providing an analysis of the site, Lisa is able to create a design that embodies each client's personality and enhances the quality of the community.

PROJECT EXPERIENCE

- Taft Family Ventures / Belmont Sayre
  - Judson Mill
  - Multi-Family, Mixed-Use, Adaptive Reuse
  - Principal in Charge

- Suncap Property Group
  - Markley + Main
  - Multi Family Mixed Use
  - Principal in Charge

- NHE, Inc.
  - The Alliance
  - Multi Family Mixed Use
  - Principal in Charge

- The Beach Company
  - McBee Station
  - Multi Family Mixed Use
  - Project Manager

- Stone + Main
  - Multi Family Mixed-Use
  - Master Plan, New Facility
  - Project Manager

- River Rock
  - Multi Family Mixed Use
  - Master Plan, New Facility
  - Principal in Charge

- Toll Brothers
  - 301 College Street Townhomes
  - Multi-Family, Mixed-Use Development
  - Greenville, SC
  - Principal in Charge

- Blue Wall Real Estate
  - Aug Smith on Main Building
  - Multi Family Mixed Use
  - Adaptive Reuse
  - Principal in Charge

- Mulberry St. Apartments
  - Multi Family Mixed Use
  - Principal in Charge

- Dewberry Capital
  - Oyster Park
  - New Mixed Use Facility
  - Principal in Charge

- City of Greenville Housing Authority
  - The Preserve at Logan Park
  - Proposed Mixed Income Housing Master Plan
  - Project Manager

- Senior Housing
  - New Facility
  - Project Manager

- Garden Apartments
  - Renovation
  - Project Manager

- Asheville Housing Authority
  - Lee Walker Heights
  - New Multi-Family Housing
  - Master Plan
  - Principal in Charge

- City of Augusta
  - Laney Walker / Bethlehem District
  - Master Planning and Design
  - Project Manager

- City of Greenville
  - Design Guidelines for Central Business District
  - Principal in Charge

- Homes Urban, LLC
  - 100 East
  - New Mixed-Use Development
  - Project Manager

- 400 Meeting Street Apartments
  - Student Housing
  - Project Manager

- Grandmarc at Clemson
  - Student Housing Mixed Use
  - Project Manager

- 100 Prince Ave
  - Multi Family Mixed Use
  - Principal in Charge

- Bishop Building
  - Multi Family Mixed Use
  - Renovation and Addition
  - Principal in Charge

EDUCATION

- Master of Architecture
  - Clemson University, 1993

- B.S. in Architecture
  - Clemson University, 1989

- Associate in Applied Science, Architectural Technology
  - State University of New York Agricultural and Technical College, 1984

REGISTRATIONS

- SC, MI, NJ, DC

PROFESSIONAL AFFILIATIONS

- American Institute of Architects, Member
- CREW, Member
- Urban Land Institute (ULI), Member, Regional Council Rethinking Southern City, 2018 - Present
- Greenville County Historical Society, Member
- Greenville Humane Society Board Vice President, 2014-2019
- AIA Women in Architecture, Chair & Founder, 2010-2012
- Fine Arts Center Advisory Board, 2013-2015
- Trustee, CAF, 2015
ANTHONY TIBERIA, AIA
PROJECT MANAGER / GREENVILLE COMMUNITY PRACTICE DIRECTOR

Anthony is a Principal and Director of the Greenville Community Practice Area with more than 25 years of architectural experience over a broad range of project types including mixed-use, urban planning, adaptive re-use, historic preservation, commercial office, multi-family and athletic facilities. His design approach is focused on understanding the context and history of a project site to develop a solution that embraces client goals, while enhancing the overall community.

PROJECT EXPERIENCE

- **Judson Mill**
  - Building 1 Multi-Family
  - Adaptive Reuse
  - Project Manager

- **Building 2 Mixed Use**
  - Adaptive Reuse
  - Project Manager / Project Architect

- **Building 4 & Pumphouse**
  - Adaptive Reuse
  - Project Manager / Project Architect

- **The Beach Company**
  - Main + Stone
  - Multi-Family Mixed-Use
  - Master Plan, New Facility
  - Project Manager

- **On The Trail**
  - Multi-Family, Mixed Use, Master Planning
  - Brownfield Redevelopment
  - Project Manager

- **Homes Urban, LLC**
  - 100 East
  - New Mixed-Use Development
  - Project Architect

- **400 Meeting Street Apartments**
  - Student Housing
  - Team Architect

- **CTRE**
  - 201 East North Street
  - Mixed Use Development
  - Project Architect

- **Blue Moon Partners**
  - 114 East Stone Avenue
  - Mixed Use Development
  - Project Architect

- **East Central Lofts**
  - New Mixed Use Project
  - Project Architect

- **Find Great People**
  - Interior Upfit
  - Project Architect

- **133 South Main Street**
  - New Mixed Use Building
  - Project Architect

- **22 South Main Street**
  - Renovated Mixed Use Building
  - Project Architect

- **Elliott Davis**
  - Greenville Office Upfit
  - Project Architect

- **Charlotte Office Upfit**
  - Project Architect

- **Nashville Office Upfit**
  - Project Architect

- **Charleston Office Upfit**
  - Project Architect

- **Immedion**
  - Data Center & Office Upfit
  - Project Architect

- **Lincoln Energy Solutions**
  - Office Upfit
  - Project Architect

- **World Acceptance Corporation**
  - Headquarters
  - Addition/Renovation
  - Team Architect

- **Markets Retail Centers**
  - Markets at Epps Bridge
  - New Shopping Center
  - Project Architect

- **Markets at Sugarloaf**
  - New Shopping Center
  - Project Architect

- **Markets at Cedar Ridge**
  - New Shopping Center
  - Team Architect

- **Markets at Anderson**
  - New Shopping Center
  - Team Architect

EDUCATION
- Master of Architecture
  - Tulane University 2002

- Bachelor of Architecture
  - Tulane University, 1996

REGISTRATIONS
- SC, NY

PROFESSIONAL AFFILIATIONS
- American Institute of Architects, Member
- National Council of Architectural Registration Boards, member
February 13, 2024

City of Mauldin  [via email]
5 E. Butler Road
Mauldin, SC 29662
Attn: Mr. J.R. Charles

MAULDIN CITY CENTER VILLAGE MASTER PLAN
City of Mauldin, SC

SW+ Project # GR11075

Per your request, Seamon, Whiteside & Associates, Inc. (SW+) is pleased to present the following proposal that provides the anticipated scope of services and associated fees for the referenced project. This proposal is based on the RFP issued on November 13, 2023 and the in-person meeting with City Staff on February 1, 2023 to further define the scope. This proposal will replace the fees provided in RFP submission by SW+ on December 13, 2023. SW+ will provide civil engineering and landscape architecture design services described below.

Scope of Services

Division 1: Kickoff, Due Diligence, & Schematic Design

1. Kickoff meeting with City of Mauldin Stakeholders (Client) to review the project requirements, adjacent development projects, Jenkins Ct streetscape project and desired development program.

2. Use existing site data (county GIS, surveys/plats, maps, previous studies, drone imagery, etc.) to create base map to develop master plan concepts. Research zoning and land development restrictions of property including restrictive covenants (if applicable) along with utility availability.

3. Visit the site to identify opportunities and constraints that have the potential to influence the design.

4. Review all available Environmental Studies available for the project area.

5. Initial coordination with the following agencies on project requirements:
   a. City/County (Planning, Land Disturbance and Storm Water)
   b. Local water authority (water)
   c. Local sewer authority (sewer)
   d. SCDOT (site access)

6. Compile Letters of Coordination and availability from agencies and utility providers (if necessary).

7. Prepare a Schematic Design “Bubble Diagram” Area Plan for the mixed-use urban redevelopment based on the Client's program, site conditions, public agency input, and applicable regulations. This plan will show a schematic parcel layout based on access locations, grading/drainage constraints and other utility requirements.

8. Review the Plan with the Client and revise based on Client's input.

9. Schedule and attend a Plan Review Meeting with City of Mauldin to review the Schematic Design Area Plan.
Division 2: Market Review
1. Coordinate with adjacent developments, outside development partners and our Architectural partner (McMillan Pazdan Smith) determine the “highest & best” uses for the available parcels in the project area.
2. Provide a summary document of these uses including precedent imagery and building massing.
3. Meet with Client to review the findings.

Division 3: Site Evaluation
1. Evaluate the potential sites for the “highest & best” uses based on the known site constraints.
2. Provide a summary document of the potential uses by parcel including pros and cons of each.

Division 4: Master Planning
1. Meet with Client to review the findings of Divisions 1-3 to finalize the desired development program.
2. Prepare two (2) CAD-produced sketch concept layouts for the project site that explores desired potential development scenarios & densities for the “highest & best” uses for the overall urban redevelopment. These concepts will incorporate phasing scenarios.
3. Receive comments from client on their preferred development scenario.
4. Prepare a final, rendered conceptual site study (deliverable) for the City to use for marketing purposes.

Notes:
1. It is assumed that the entire project will be designed and permitted in one phase.
2. 3D perspectives, animation and detailed illustrative renderings are not included in this proposal but can be provided for a negotiated fee.
3. Geotechnical studies, environment audits, structural design of retaining walls greater than 3’ in height, design of site lighting, traffic studies, and other supporting services not defined in the scope of this proposal, should they be required, will be provided by the Client through separate contract with outside consultant(s).
4. Client shall be responsible for the payment of application and permit fees, impact and tap fees, inspection fees, maintenance fees, bonds, and other agency charges associated with the permitting and construction of the Project.
5. It is our understanding that the current property zoning supports the intended use. This proposal does not include any efforts required for rezoning of the property or efforts for variances or special use exceptions for the project. Should our assistance in these efforts be requested it will be provided as additional services on an hourly rate basis.
6. Coverage under the SC NPDES General Permit for Construction Activities (NPDES) is required prior to initiation of land disturbing activities. A prerequisite to coverage is the submittal to, and approval of, a SWPPP by the local agency having jurisdiction under the SCDHEC MS4 program. In addition to initial erosion and sediment control measures, the SWPPP also includes various other provisions outside of the scope of the construction drawings. The SWPPP is intended to be a framework outlining measures that are intended to be implemented and maintained throughout the construction period. As a result, additional efforts related to the implementation, maintenance, and updating of the SWPPP are required during construction. Some of these must be performed by SW+ and others can be performed by SW+ or other parties.
7. Opinions of probable costs that are prepared by SW+ shall be based on its experience and qualifications and represent its judgment as a Consultant familiar with the construction industry but shall not be a guarantee that construction costs will not vary from its opinions of probable cost.
8. SW+ recognizes that design refinement and problem solving are iterative processes. However, it must also be recognized that excessive and continuous design changes are impossible to accurately quantify and are, therefore, outside of the scope of this proposal. We understand that a design will evolve during the submittal and review processes and we do intend for these types of adjustments to be included. However, extensive and continuous design changes that are beyond the scope of those typical for a project of similar size and complexity will be charged as additional services on an hourly rate basis.

9. Early in the design process, the Client shall coordinate with SW+ to establish a site work and landscaping construction budget. Once the budget is established, project design will proceed in accordance with the scope and quality criteria defined as the basis for preparing the budget. After final design and preparation of CD’s is underway, any Client requested changes that are inconsistent with the originally established scope and quality criteria will be charged as additional services on an hourly rate basis.

10. During construction, construction drawing revisions due to changes in field conditions that are beyond SW+’s control will be provided on an hourly rate or negotiated fee basis.

Fees:

<table>
<thead>
<tr>
<th>Division</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kickoff, Due Diligence, &amp; Schematic Design</td>
<td>$7,000</td>
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<tr>
<td>2</td>
<td>Market Review</td>
<td>$3,500</td>
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<tr>
<td>3</td>
<td>Site Evaluation</td>
<td>$6,000</td>
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<td>4</td>
<td>Master Planning</td>
<td>$13,500</td>
</tr>
</tbody>
</table>

Hourly rate services and/or additional services shall be invoiced according to the table below:

**SW+ current** hourly rates are as follows (see note below):

<table>
<thead>
<tr>
<th>Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal in Charge</td>
<td>$275.00</td>
</tr>
<tr>
<td>Managing Principal</td>
<td>$250.00</td>
</tr>
<tr>
<td>Professional Support</td>
<td>$100.00</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$80.00</td>
</tr>
<tr>
<td><strong>Landscape Architecture</strong></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>$210.00</td>
</tr>
<tr>
<td>Senior Landscape Architecture Team Leader/Practice Leader 2</td>
<td>$200.00</td>
</tr>
<tr>
<td>Landscape Architecture Team Leader/Practice Leader 1</td>
<td>$190.00</td>
</tr>
<tr>
<td>Senior Landscape Architecture Project Manager 3/Senior Land Planner 3</td>
<td>$190.00</td>
</tr>
<tr>
<td>Senior Landscape Architecture Project Manager 2/Senior Land Planner 2</td>
<td>$180.00</td>
</tr>
<tr>
<td>Senior Landscape Architecture Project Manager 1/Senior Land Planner 1</td>
<td>$175.00</td>
</tr>
<tr>
<td>Landscape Architecture Project Manager/Land Planner 5</td>
<td>$170.00</td>
</tr>
<tr>
<td>Landscape Architecture Project Coordinator/Land Planner 4</td>
<td>$165.00</td>
</tr>
<tr>
<td>Land Planner 3</td>
<td>$160.00</td>
</tr>
<tr>
<td>Land Planner 2</td>
<td>$150.00</td>
</tr>
<tr>
<td>Land Planner 1</td>
<td>$140.00</td>
</tr>
<tr>
<td><strong>Civil Engineering</strong></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>$210.00</td>
</tr>
<tr>
<td>Senior Civil Engineering Team Leader/Practice Leader 2</td>
<td>$200.00</td>
</tr>
<tr>
<td>Civil Engineering Team Leader/Practice Leader 1</td>
<td>$190.00</td>
</tr>
<tr>
<td>Senior Civil Engineering Project Manager 3/Senior Designer 3</td>
<td>$190.00</td>
</tr>
<tr>
<td>Senior Civil Engineering Project Manager 2/Senior Designer 2</td>
<td>$180.00</td>
</tr>
<tr>
<td>Senior Civil Engineering Project Manager 1/Senior Designer 1</td>
<td>$175.00</td>
</tr>
<tr>
<td>Civil Engineering Project Manager/Civil Designer 5</td>
<td>$170.00</td>
</tr>
</tbody>
</table>
Civil Engineering Project Coordinator/Civil Designer 4 $165.00  
Civil Designer 3 $160.00  
Civil Designer 2 $155.00  
Civil Designer 1 $145.00  
Senior CAD Technician $150.00  
CAD Technician 4 $140.00  
CAD Technician 3 $130.00  
CAD Technician 2 $120.00  
CAD Technician 1 $110.00  

**Construction Administration**  
Director $210.00  
Construction Administration Team Leader $190.00  
Senior Construction Administration Project Manager $175.00  
Construction Administration Project Manager $170.00  
Construction Administration Project Coordinator $165.00  
Construction Administration Field Representative 2 $150.00  
Construction Administration Field Representative 1 $140.00  
Entitlements Manager $140.00  
Permitting Coordinator $130.00  

**Surveying**  
Director $200.00  
Surveying Team Leader $190.00  
Surveying Crew Chief $120.00  
3 Man Survey Crew $240.00  
2 Man Survey Crew $180.00  
CAD Technician 4 $140.00  
CAD Technician 3 $130.00  
CAD Technician 2 $120.00  
CAD Technician 1 $110.00

**Note:** Hourly rates are subject to change October 1 of each year. Hourly rates to be invoiced shall be those in effect at the time services are provided.

Office reimbursable expenses will be billed at the rates listed in the table below plus a 10% handling fee:

- **Mileage outside of the local area** $0.67 per mile  
  *(Local area is defined as the metropolitan area of the originating office of the proposal)*

- **Printing of construction and project drawings** ($0.40 per sq ft)  
  - 24 x 36 $2.40 each  
  - 30 x 42 $3.50 each  
  - 36 x 48 $4.80 each

- **Color inkjet plotting** ($8.00 per sq ft)  
  - 24 x 36 $48.00 each  
  - 30 x 42 $70.00 each  
  - 36 x 48 $96.00 each

- **Black and white inkjet plotting** ($2.00 per sq ft)  
  - 24 x 36 $12.00 each  
  - 30 x 42 $17.50 each  
  - 36 x 48 $24.00 each
Black and white Xerox copies
- 8½ x 11: $0.20 each
- 8½ x 14: $0.25 each
- 11 x 17: $0.35 each

Color Xerox copies
- 8½ x 11: $1.00 each
- 8½ x 14: $2.75 each
- 11 x 17: $3.50 each

When an estimated fee range is indicated, this estimate was made based on current understanding of project scope and/or construction duration. If it becomes apparent that this estimate will be exceeded, we will notify Client in advance of reaching the upper limit of the indicated range.

Other project related reimbursable expenses, such as but not restricted to postage, long distance telephone calls, travel expenses, courier fees, and agency permitting fees will be billed at actual cost plus a 10% handling fee. Fees for outside subconsultants will be billed at actual cost plus a 15% handling fee. Fees and reimbursable expenses will be invoiced every 4 weeks.

Should you find this Contract and attached General Terms of Agreement acceptable, please confirm by signing in the space provided below and return one executed original to our office. We look forward to working with you on this project.

Should you have any questions or need additional information, please call our office.

SEAMON, WHITESIDE & ASSOCIATES, INC.

Joe Bryant, PE, LEED® AP
Executive VP/Managing Principal | Greenville/Spartanburg

Accepted By:

___________________________________________________________________________
Signature and Title        Date
**GENERAL TERMS OF AGREEMENT**

1. **The Agreement.** This document/agreement will serve as a contract for the proposed professional services. This Agreement is to be governed by the law of the State of South Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

2. **Consultant’s Scope of Services and Additional Services.** The Consultant’s undertaking to perform professional services extends only the services specifically described in this Agreement. However, if requested by the Client and agreed by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant’s then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.

3. **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant’s compensation shall be renegotiated. Furthermore, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of SW+, the amounts of the compensation, rates and multiples set forth herein are subject to equitable adjustment.

4. **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

5. **Execution Authority.** The individual executing this Contract, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.

6. **Changed Conditions.** The Client shall rely on the Consultant’s judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for the contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

6.1. The Consultant shall put forth reasonable professional efforts to comply with codes, regulations, ordinances, and laws in effect as of the date of the Agreement. Modifications to said ordinances, regulations, etc. that occur after the Agreement date and that would impact the project through an expansion of services would constitute additional services.

7. **Termination.** Either the Client or the Consultant may terminate this agreement at any time with or without cause upon giving the other party five (5) calendar days prior written notice. The Client shall within seven (7) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

8. **Standard of Care.** In providing services under this agreement and complying with applicable laws, ordinances, and regulations, including the Americans with Disabilities Act, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
8.1. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet for accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Consultant, however, cannot and does not warrant or guarantee that the Client’s project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

9. **Certifications.** The terms “Certification,” “Certify,” and “Certified,” as used in lending or regulatory agency documents which require the rendering of a professional opinion concerning compliance with such documents shall mean a statement by a Licensed Professional representing that professional services have been performed by him or under his direct supervision and, based upon the Licensed Professional’s knowledge, information and belief, are consistent with commonly accepted local standards of practice; NO GUARANTEE OR WARRANTY IS EITHER EXPRESSED OR IMPLIED.

10. **Client’s Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

10.1. Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client’s decisions.

10.2. Provide all information and criteria as to the Client’s requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

10.3. Furnish, at the Client’s expense, all information, requirements, geotechnical reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, geotechnical reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

10.4. Client agrees to not hold Consultant responsible for errors or omissions in Consultant’s work that are directly attributable to errors or incorrect data provided to Consultant by Client or Client’s other consultants. Client further acknowledges that any redesign or corrective efforts required by Consultant resulting from incorrect information provided by Client or Client’s other consultants will be paid for by the Client as additional services.

10.5. Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

10.6. Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

10.7. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the consultant’s services or any defect or noncompliance in any aspect of the project.

10.8. Bear all costs for the payment of fees associated with the project. Such fees would include but not be limited to permit review and application fees, impact fees, and capacity fees. The Consultant will notify the client regarding the amount of fees and timing of payment.

11. **Method of Payment.** The Client agrees to pay the Consultant’s invoices in a timely manner:

11.1. The Client agrees to pay the Consultant for work performed in accordance with the terms of this Contract, without regard to the success of the project.

11.2. For any payment, not reasonably in dispute, that is not received within 30 days, the Client shall pay a service charge on the past due amount, including interest at the rate of 1½% per month.

11.3. If payment is not received within 60 days, the Consultant may at their option and with five days written notice, suspend services or terminate this Agreement on the grounds of substantial nonperformance by the Client. Should SW+’s right of suspension or termination be exercised, they shall not be liable to the Client for delays or damages caused by the suspension or termination.

11.4. Payments on invoices submitted by SW+ for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants, or other sources.

11.5. No deductions shall be made from the Consultant’s compensation on account of liquidated damages or on account of cost in changes in the Work, other than those for which the Consultant has been finally determined to be liable. Invoices for payment shall not be offset by any claims for withholding or deductions by the Client unless the Consultant agrees or has been finally determined liable for such amounts.
11.6. The Consultant shall be entitled to reimbursement by the Client for reasonable fees and expenses when collection through an attorney or collection agency is necessary.

12. **Fees Not Dischargeable.** The Client agrees that any debt owed to the Consultant for professional services provided is non-dischargeable in bankruptcy meaning that any fees owed would survive in the event that the Client should ever declare bankruptcy.

13. **Fee Resolution.** The parties hereto consent that the exclusive forum for resolving any fee dispute/claim arising under this agreement shall be the Court of Common Pleas (Non-Jury) in the county of the originating office of this proposal: Charleston County or Greenville County, South Carolina.

14. **Dispute Resolution.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Consultant and Client agree that all disputes between them arising out of or relating to this Agreement shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a precedent to litigation.

15. **Attorney Fees.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys’ fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant’s prevailing fee schedule and expense policies.

16. **Statutes of Limitations.** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for Acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Consultant’s services are substantially completed.

17. **Limitation of Liability.** The Client agrees to limit the liability of the Consultant and Consultant’s officers, directors, partners, employees, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever that arise out of any cause of action, so that the total aggregate liability of the Consultant and Consultant’s officers, directors, partners, employees, owners, and subconsultants shall not exceed $50,000.

18. **Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent Consultant currently practicing in the same discipline as the Consultant and licensed in the State of South Carolina. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier’s opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

19. **Insurance.** The Client is advised to seek the advice of a qualified insurance professional with regarding any and all insurance requirements for the project. The Client agrees to indemnify the Consultant from damages arising from inadequate insurance coverage for the project. The Consultant carries Workers’ Compensation insurance, professional liability insurance and general liability, and automobile insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client’s expense.

20. **Betterment.** If, due to the Consultant’s error, any required item or component of the project is omitted from the project construction documents prepared by Consultant or any other entity retained by Client to perform services for the Project, the Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Consultant be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

21. **Use of Documents.** SW+ and its subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Surveys, Drawings, Specifications, Reports, Field Data, Notes and other documents whether handwritten or in electronic form, and shall retain all common law, statutory and other reserved rights, including copyrights thereto.
21.1. The Client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant. The Client shall not provide the Consultant's Surveys or other construction documents in any format to any third-party without the written consent of Consultant. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant.

21.2. Under no circumstances shall the transfer of ownership of the Consultant’s drawings, specification, electronic files or other instruments of service be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment for the Consultant’s copyrights in any of the foregoing, full ownership of which shall remain with the Consultant, absent the Consultant’s express prior written consent.

22. Electronic Documents. The Consultant may furnish to the Client and other parties as required during the execution of the Work, documents in electronic form. The Client shall agree to the following terms with regard to distribution and use of documents in electronic form:

22.1. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

22.2. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

22.3. The Client and the Consultant agree that any electronic files furnished by either party shall conform to the project specifications. Any changes to the electronic specifications by either the Client or the Consultant are subject to review and acceptance by the other party. If the Consultant is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

22.4. Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

22.5. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy constructions shall govern.

22.6. In addition, the Client agrees, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from any changes made by anyone other than the Consultant from any reuse if the electronic files without the prior written consent of the Consultant.

22.7. Under no circumstances shall delivery of electronic file for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

23. Construction Phase Services.
23.1. If the Consultant's services include the preparation of documents to be used for construction and SW+ is not retained to make appropriate site observation visits, the Client assumes all responsibility for interpretation of the documents and for construction observation. It is further agreed that the Client will defend, indemnify and hold harmless Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor’s performance or the failure of the contractor’s work to conform to the design intent and the contract documents.

23.2. If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor’s means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall SW+ have any authority or responsibility to stop or direct the work of any contractor. The Consultant’s observation visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.

23.3. The Client agrees that it would be unfair to hold Consultant liable for problems that might occur should Consultant’s plans, specifications or design intents not be followed, or for problems resulting from others’ failure to obtain and/or follow Consultant’s guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing Consultant’s plans, specifications or other instruments of service. Accordingly, the Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim for injury or losses that results from failure to follow Consultant’s plans, specifications or design intent, or for failure to obtain and/or follow Consultant’s guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Consultant’s plans, specifications or other instruments of services. The Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant’s prevailing fee schedule and expense reimbursement policy.

23.4. The Consultant is not responsible for any duties assigned to the Consultant in the construction contract that are not expressly provided for in this Agreement. The Client agrees that neither the professional activities of Consultant, nor the presence of Consultant’s employees and sub-consultant at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job safety and warrants that this intent shall be made evident in the Client’s Agreement with the general contractor. The Client also agrees that the Client, Consultant and Consultant’s subconsultants shall be indemnified and shall be made additional insureds under the general contractor’s general liability insurance policy.

24. **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or warrant the existence of conditions whose existence and accuracy the Consultant cannot ascertain, or that would cause the Consultant to violate applicable rules of professional responsibility. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant’s signing any such certification.

24.1. The Client shall indemnify and hold the Engineer harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer’s personnel to assist in the defense of the issuance of the permit or certificate.

25. **Certifications, Guarantees and Warranties.** The Consultant shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Consultant having to certify, guarantee or warrant the existence of conditions which the Consultant cannot ascertain. The Client also agrees that it has no right to make the resolution of any
dispute with the Consultant or the payment of any amounts due to the Consultant in any way contingent upon the Consultant’s signing any such certification.

25.1. The Client shall indemnify and hold the Consultant harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Engineer’s personnel to assist in the defense of the issuance of the permit or certificate.

26. **SWPPP Services.** Where the Consultant provides SWPPP related services, the information contained in the SWPPP represents a planning tool to assist the Client, and his co-permittees, in complying with environmental regulations during the Project construction. The decisions on how to operate the construction site rest solely with the Client/co-permittees and not with the Consultant. The Client agrees to indemnify the Consultant from damages and fines resulting from the operational decisions of the Client/co-permittees, or the failure of the Client/co-permittees to follow the recommendations as outlined in the SWPPP.

27. **NPDES Permit.** In instances where an NPDES Permit remains in effect beyond the termination of other services described in this proposal, the Consultant’s responsibilities for SWPPP related services shall cease at a time concurrent with the termination of other services. If the Client wishes for SWPPP-related services to continue beyond that time, they shall be agreed to under a separate Contract.

28. **Shop Drawing Review.** The Consultant shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Consultant, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. The review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are sole responsibility of the Contractor. The Consultant’s review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant’s judgment to permit adequate review. Review of specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

29. **Signage.** As used in this Agreement, the term sign shall mean any sign structure or combination of sign structure and message in the form of outdoor sign, display, message, poster, billboard, advertisement, logo, symbol, or other form, which is designated to advertise or inform, any part of a message or information contents.

29.1. **Signs Required by Law.** The Client agrees to allow the Consultant to adhere to the location of the professional services provided by the Consultant, signs which are required by law, statute, or regulatory body to be displayed.

29.2. **Consultant Sign.** The Client agrees to allow the Consultant to adhere to the location of the professional services by the Consultant, signs which advertise the Consultant’s professional services. The Client agrees to allow all signs to remain at the location of the professional services for the duration of the Period of Services as defined in section 3 of this Agreement. The Client may request the exact specifications of the signs prior to installation on or at the site.

29.3. **Sign Permits.** In the event the location of the professional services by the Consultant is located in a county, municipality, or township, which requires pre-approval and/or permits to display signs, the Client will work with the Consultant in a reasonable manner obtain the necessary permissions and/or approvals.

30. **Definition of “Hazardous Materials”.** As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, OCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statues) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

30.1. **Hazardous Materials - Suspension of Services.** Both parties acknowledge that the Consultant’s scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may
affect the performance of the Consultant’s services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

30.2. Hazardous Substances and Conditions. This contract does not specifically address environmental pollution audits at any level, testing or visual inspection for environmental risks of pollution or hazardous materials wither on or relating to the site. Because of the Client waives any claim against the Consultant and agrees to defend, indemnify, and hold the Consultant harmless for any alleged environmental risks or hazardous materials. We further recommend that environmental audits, reports or cleanup be performed by the client in a timely manner and under separate contract.

31. Non-Solicitation. During the Period of Services as outlined in Provision 3 of this Agreement and ending one year following the Termination of this Agreement or the completion of Professional Services by the Consultant, the Client shall not, without prior written consent, directly or indirectly; (1) solicit or encourage any person to leave the employment of the Consultant or its affiliates; or (2) hire, on behalf of the Client or any other person or entity, any person who has left the employment of the Consultant within one year following the termination of that person’s employment with the Client or its affiliates. The Client agrees that during the Period of Services by the Consultant and one year following the Termination of this Agreement, or completion of the Professional Services by the Consultant as defined in this Agreement, that the Client will not, whether for its own gain or for the gain of any other person or entity, interfere with the relationship of the Consultant or its affiliates with, or endeavor to entice away from the Consultant, any person who during the Period of Services of this Agreement, was an employee, investor, third-party vendor, or customer of the Consultant.

32. Corporate Protection. It is intended by the parties to this Agreement that the Consultant’s services in connection with the Project shall not subject the Consultant’s individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a South Carolina corporation, and not against any of the Consultant’s individual employees, officers or directors.