



# ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING

MONDAY, MARCH 4, 2024 | 6 PM

4<sup>th</sup> 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/](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

- |  |                    |
|--|--------------------|
| <b>1. <u>Call to Order</u></b>   | Chairperson Matney |
| <b>2. <u>Public Comment</u></b>  | Chairperson Matney |
| <b>3. <u>Reading and Approval of Minutes</u></b>                         | Chairperson Matney |
| a. Economic Development Committee<br>Minutes January 2, 2024 [Pages 3-5] |                    |
| <b>4. <u>Reports or Communications from City Officers</u></b>            | Chairperson Matney |
| a. Community Development Director J.R. Charles                           |                    |
| <b>5. <u>Unfinished Business</u></b>                                     | Chairperson Matney |
| There is no unfinished business.   |                    |
| <b>6. <u>New Business</u></b>  | Chairperson Matney |
| a. City Center Village Master Plan [Pages 6-58]                          |                    |
| <b>7. <u>Public Comment</u></b>  | Chairperson Matney |
| <b>8. <u>Committee Concerns</u></b>                                      | Chairperson Matney |
| <b>9. <u>Adjournment</u></b>   | Chairperson Matney |

**ECONOMIC PLANNING & DEVELOPMENT COMMITTEE MEETING**  
**JANUARY 2, 2024, 6PM**  
**CITY HALL - COUNCIL CHAMBERS**  
**5 E. BUTLER ROAD**  
**5<sup>th</sup> committee meeting**

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 Soobie 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

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**TO:** Economic Planning and Development Committee  
**FROM:** J.R. Charles, Community Development Director

**SUBJECT:** City Center Village Master Plan - Consultant Recommendation

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**REQUEST**

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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**

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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**

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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**

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

MASC HED Grant	\$25,000	
<u>Local Match + Contingency</u>	<u>\$8,000</u>	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**

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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**

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- 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

Judson Mills Building 6000, Suite 6060, 701 Easley Bridge Road, Greenville, SC 29611  
[seamonwhiteside.com](http://seamonwhiteside.com)





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Engagement..... pg 13

Relevant Projects..... pg 15

Qualifications & Experience..... pg 33

Costs..... pg 40



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.



**Joe Bryant, PE, Executive VP, Managing Principal**

701 Easley Bridge Rd, Suite 6060  
Greenville, SC 29611  
864-298-0534  
jbryant@seamonwhiteside.com

**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

**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**

Commercial, Retail, Office Buildings, Business Parks, Industrial and Commerce Parks, Higher Education and Corporate Campus, Single and Multi-Family Residential, Parks and Recreation, Mixed Use, Urban Design, Municipal Improvements, Streetscapes, Roadway Design

### **SERVICES**

Civil Engineering, Landscape Architecture, Master Planning, Water Resources Engineering, Public Engagement, Urban Planning, Land Planning, Industrial

### **WEBSITE**

[www.seamonwhiteside.com](http://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





Canvas Greenville, Greenville, SC



Courier Square, Charleston, SC

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.

■ County Square Redevelopment  
GREENVILLE, SC

■ Canvas Greenville  
GREENVILLE, SC

■ Judson Mill Redevelopment  
GREENVILLE, SC

■ Main and Stone  
GREENVILLE, SC

■ 408 Jackson &  
Shoeless Joe Jackson Museum  
GREENVILLE, SC

■ The McClaren West End  
GREENVILLE, SC

■ Lewis Plaza Redevelopment  
GREENVILLE, SC

■ Buncombe Street Mixed Use  
GREENVILLE, SC

■ Hampton Station Mixed Use  
Master Plan  
GREENVILLE, SC

■ Laurens Road Mixed Use  
& Basin 15 Upgrades  
GREENVILLE, SC

■ Hartwell Village Mixed Use  
OCONEE COUNTY, SC

■ Pinestone Mixed Use  
TRAVELERS REST, SC

■ Westone Redevelopment  
GREENVILLE, SC

■ Pendleton West Mixed Use  
GREENVILLE, SC

■ Indigo Square Mixed Use  
MOUNT PLEASANT, SC

■ Nexton Mixed Use Master Plan  
SUMMERVILLE, SC

■ Belle Hall Mixed Use  
MOUNT PLEASANT, SC

■ Mixson Mixed Use  
NORTH CHARLESTON, SC

■ Brookland Mixed Use  
WEST COLUMBIA, SC

■ Caleb's Creek Mixed Use  
KERNERSVILLE, NC

■ Cargill Place Master Plan  
HARTSVILLE, SC

■ City of Clemson  
U Center on College Avenue  
CLEMSON, SC

■ Courier Square Mixed Use  
CHARLESTON, SC

■ Dave Lyle Boulevard Mixed Use  
ROCK HILL, SC

■ East Central Lofts  
CHARLESTON, SC

■ Elan Midtown Mixed Use  
CHARLESTON, SC

■ Long Savannah Mixed Use  
CHARLESTON, SC

■ Morrison Yard Mixed Use  
CHARLESTON, SC

■ Pacific Box & Crate Mixed Use  
CHARLESTON, SC

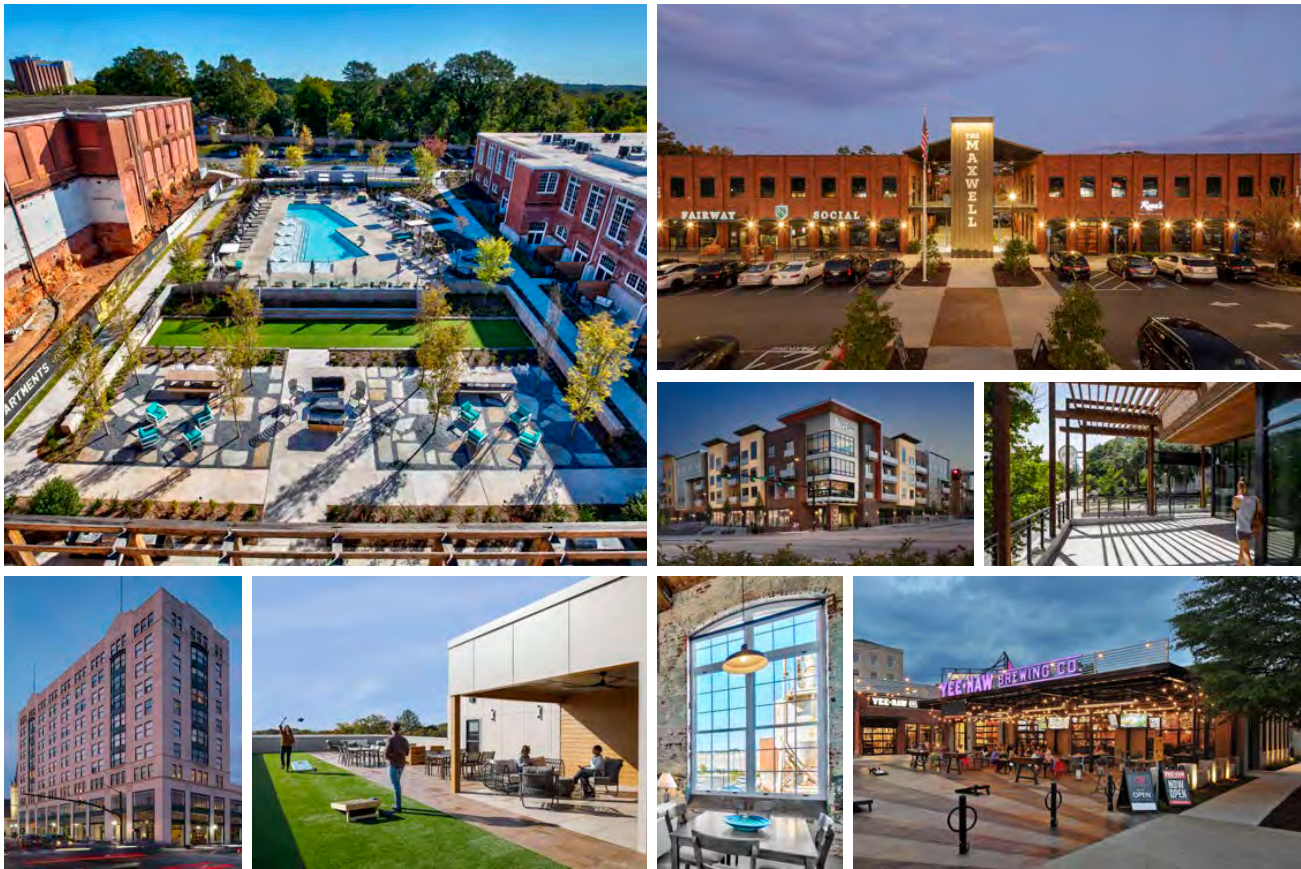
■ Shelmore Village Mixed Use  
MOUNT PLEASANT, SC

■ The Boulevard Mixed Use  
MOUNT PLEASANT, SC

■ The Porter at 577 Meeting Street  
CHARLESTON, SC







## MCMILLAN PAZDAN SMITH FIRM OVERVIEW

**M**cMillan 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*
- **BRUTONTOWN**  
Master Planning, Community Meetings, Pedestrian Studies, and Revitalization of Historic African-American Neighborhood; Affordable Housing; *Greenville, SC*
- **COMMONS AT HAMPTON-PINCKNEY**  
Historic Multi-Family Townhomes; 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 / BETHLEHEM**  
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

City of Mauldin | MAULDIN CITY CENTER VILLAGE MASTER PLAN RFP  
SeamonWhiteside+

2024																													
January					February					March					April					May					June				
1   8   15   22   29					5   12   19   26					4   11   18   25					1   8   15   22					29   6   13   20   27					31   7   14   21   28				
Site Assessment   Data Gathering																													
Market Review																													
Design   Engagement Meetings																													
Final Report																													

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@pinestonecap.com

### Reference:

Woodfield Development, LLC  
Brian Schick  
850 Morrison Drive, Suite 700  
Charleston, SC 29403  
(704) 506-4692  
bschick@wfinvest.net





# MAULDIN CITY CENTER VILLAGE MASTER PLAN CITY OF MAULDIN



## FRAMEWORK PLAN | CITY OF MAULDIN

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.



### Location

MAULDIN, SC

### Project Type

MASTER PLANNING  
URBAN PLANNING

### Project Size

±45-ACRES







**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**

.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 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.



#### Location

TRAVELERS REST, SC

#### Project Type

MASTER PLAN

#### Project Size

20 ACRES

#### Completion Date

ACTIVE





## MAULDIN CITY CENTER VILLAGE MASTER PLAN CITY OF MAULDIN



### 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 on the public realm with a series of pocket parks, plazas and outdoor event spaces all connected with a widened and enhanced streetscape.

## RELEVANT PROJECTS



### Location

SENECA, SC

### Project Type

MUNICIPAL | URBAN PLANNING

### Project Size

+/- 100 ACRES

### Completion Date

2019







### FOUNTAIN INN COMMERCE PARK AND FARMERS MARKET PAVILION

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







### Location

EASLEY, SC

## MUNICIPAL | URBAN PLANNING

## +/- 50 ACRE STUDY AREA

## 2020





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

## WESTMINSTER, SC

## URBAN PLANNING

+/-10 ACRES

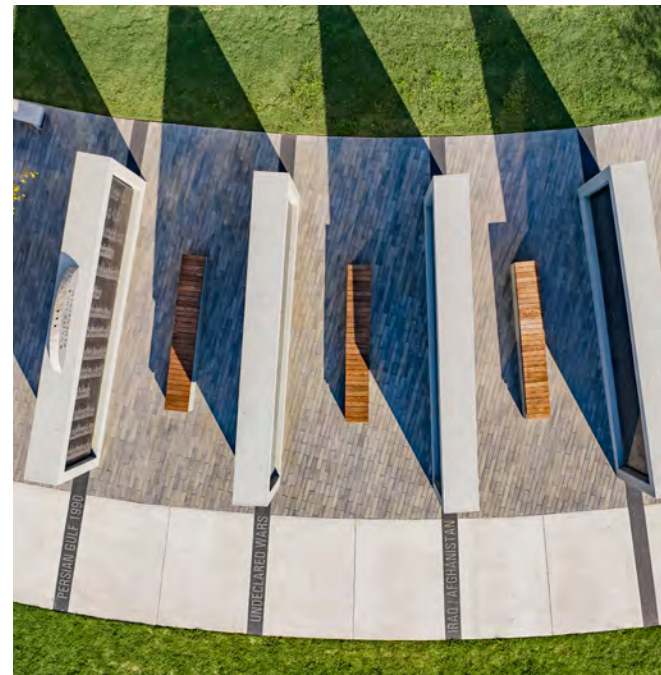
## 2023 (PHASE 1)





### COUNTY SQUARE PARKING DECK & ADMINISTRATION BUILDING

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

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







### CANVAS 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







## PINESTONE / MIXED USE

### CLIENT

PineStone Capital, LLC /  
The Randolph Group

### LOCATION

Traveler's Rest, SC

### PROJECT TIMELINE

*Building A - Permit Set Complete (Project  
Currently on Hold)*  
June 2021 to June 2022

*Building B + C - Conceptual Design  
Complete, Permit Set Ongoing*  
July 2023 to Present

*Warehouse - Permit Set Complete (Project  
Currently on Hold) -*  
July 2021 to September 2023

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.









## JUDSON MILL / MIXED USE

### CLIENT

Judson Mill Ventures, LLC

### LOCATION

Greenville, SC

### PROJECT TIMELINE

*Master Planning and National Reg. Work*  
2015-2016

#### *Phase 1 - Judson Mill Lofts*

Initial Studies – 2016-2017  
Design Drawings – 2017-2018  
Construction – 2019-2021

#### *Phase 2 – The Warehouse*

Initial Studies – 2018  
Design Drawings – 2018-2022  
Construction – 2020-2022

#### *Phase 3 – The Annex*

Initial Studies – 2020  
Design Drawings – 2020-2022  
Construction – 2022-2023

#### *Phase 4 – Westervelt and Jenny*

Initial Studies – 2022  
Design Drawings – 2023  
Construction – 2024-2025 (estimated)

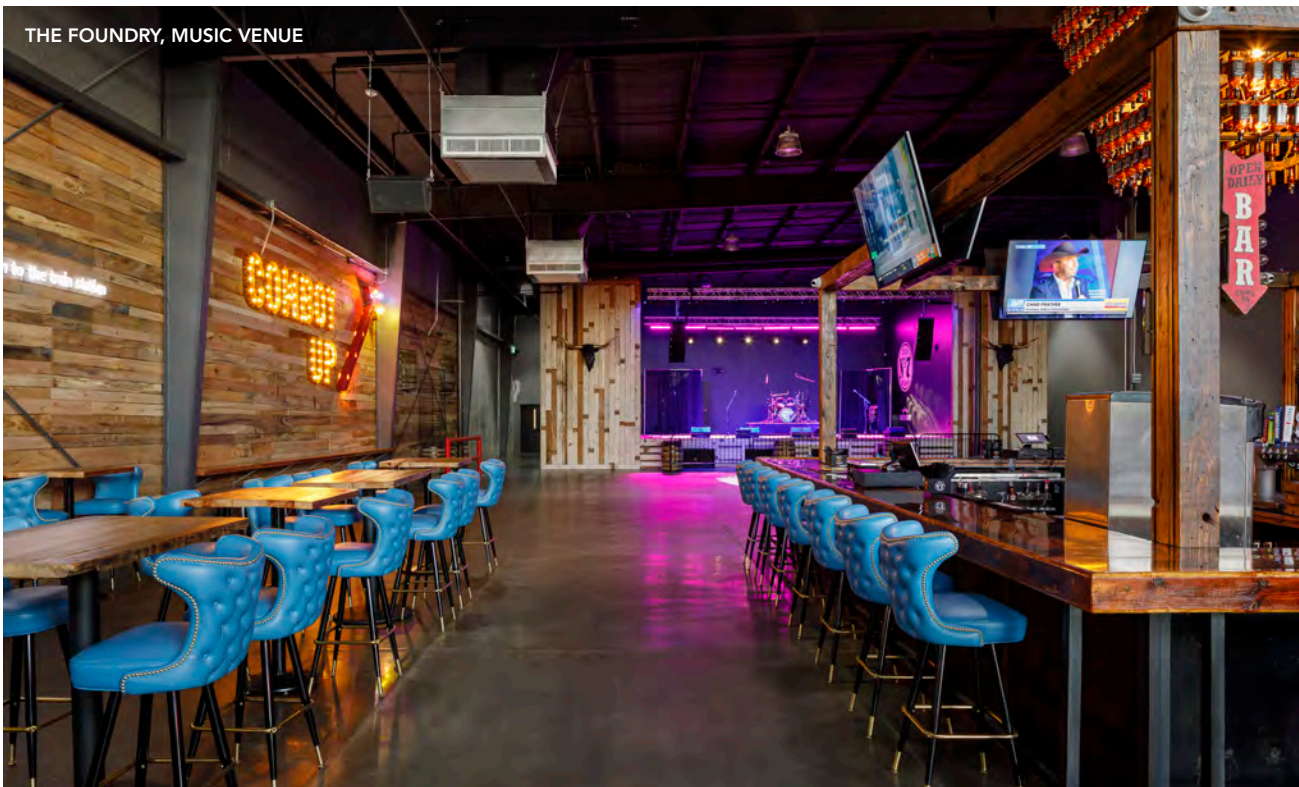
At a time when Greenville County was known as the “Textile Capital of the World,” Judson Mill was the largest mill in the county. Decades later, the mill shuttered its operations, and was subsequently acquired by Belmont Sayre as an urban mixed-use redevelopment project. In 2017, the partnership of Three 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.











## BRIDGEWAY STATION / MIXED USE

### CLIENT

Hughes Investments, Inc.

### LOCATION

Mauldin, SC

### PROJECT TIMELINE

Block A  
(200,000 SF / Six-Story, Mixed-Use)

#### Design

February 2020 - May 2021

#### Construction (Shell)

June 2021 - February 2023

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.

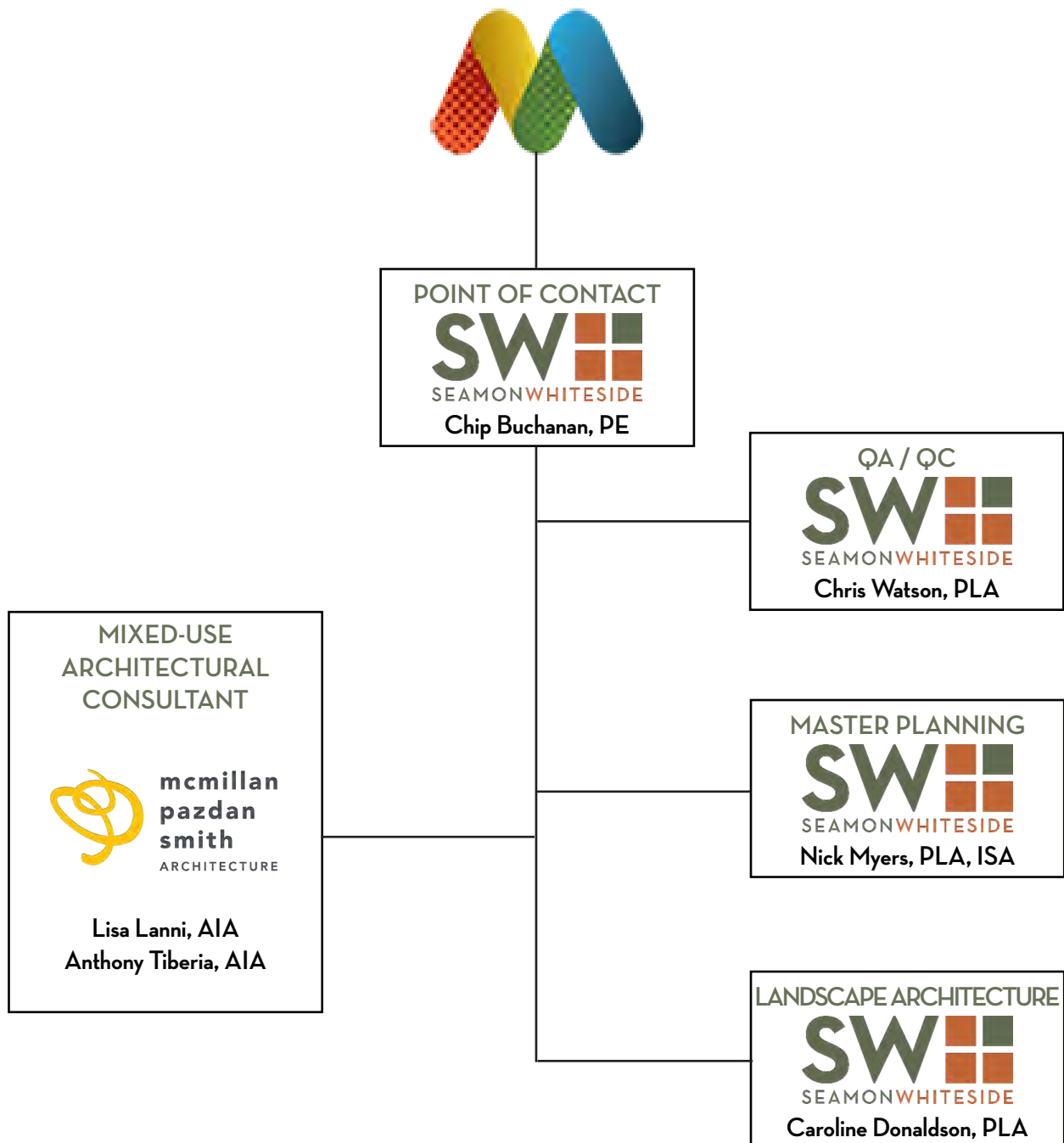






TEAM QUALIFICATIONS & EXPERIENCE

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





**NICK MYERS, PLA, ISA**

**Team Leader**

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.

**EDUCATION**

***Bachelor of Landscape Architecture***

CLEMSON UNIVERSITY | CLEMSON, SC

**REGISTRATIONS AND AFFILIATIONS**

***Professional Landscape Architect***

SOUTH CAROLINA | IN PROGRESS

FLORIDA | #LA6667226

***Certified Arborist***

***International Society of Arboriculture***

#FL-9305A

**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







**CAROLINE 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

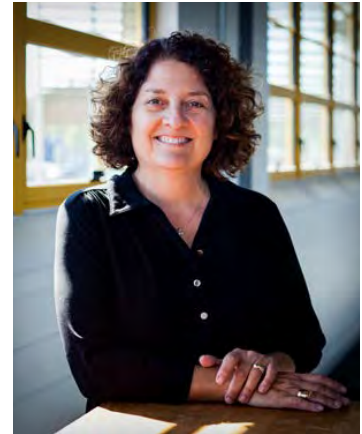
**Homes Urban, LLC**  
100 East  
New Mixed-Use Development  
Project Manager

**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:**

Division 1:	Kickoff, Due Diligence, & Schematic Design .....	\$7,000
Division 2:	Market Review .....	\$3,500
Division 3:	Site Evaluation .....	\$6,000
Division 4:	Master Planning .....	\$13,500

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):

Principal in Charge .....	\$275.00
Managing Principal .....	\$250.00
Professional Support .....	\$100.00
Administrative Support .....	\$80.00
<u>Landscape Architecture</u>	
Director .....	\$210.00
Senior Landscape Architecture Team Leader/Practice Leader 2 .....	\$200.00
Landscape Architecture Team Leader/Practice Leader 1 .....	\$190.00
Senior Landscape Architecture Project Manager 3/Senior Land Planner 3 .....	\$190.00
Senior Landscape Architecture Project Manager 2/Senior Land Planner 2 .....	\$180.00
Senior Landscape Architecture Project Manager 1/Senior Land Planner 1 .....	\$175.00
Landscape Architecture Project Manager/Land Planner 5 .....	\$170.00
Landscape Architecture Project Coordinator/Land Planner 4 .....	\$165.00
Land Planner 3 .....	\$160.00
Land Planner 2 .....	\$150.00
Land Planner 1 .....	\$140.00
<u>Civil Engineering</u>	
Director .....	\$210.00
Senior Civil Engineering Team Leader/Practice Leader 2 .....	\$200.00
Civil Engineering Team Leader/Practice Leader 1 .....	\$190.00
Senior Civil Engineering Project Manager 3/Senior Designer 3 .....	\$190.00
Senior Civil Engineering Project Manager 2/Senior Designer 2 .....	\$180.00
Senior Civil Engineering Project Manager 1/Senior Designer 1 .....	\$175.00
Civil Engineering Project Manager/Civil Designer 5 .....	\$170.00



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
<b><u>Construction Administration</u></b>	
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
<b><u>Surveying</u></b>	
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
<i>(Local area is defined as the metropolitan area of the originating office of the proposal)</i>	
<b>Printing of construction and project drawings (\$0.40 per sq ft)</b>	
24 x 36 .....	\$2.40 each
30 x 42 .....	\$3.50 each
36 x 48 .....	\$4.80 each
<b>Color inkjet plotting (\$8.00 per sq ft)</b>	
24 x 36 .....	\$48.00 each
30 x 42 .....	\$70.00 each
36 x 48 .....	\$96.00 each
<b>Black and white inkjet plotting (\$2.00 per sq ft)</b>	
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

JB/cb/nm/cw

Accepted By:

Signature and Title	Date
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**SEAMON, WHITESIDE & ASSOCIATES, INC. (SW+/CONSULTANT)**  
**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 statutes) 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.