



# TOWN COUNCIL REGULAR MEETING

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue  
TUESDAY, FEBRUARY 17, 2026 at 6:00 PM

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## AGENDA

### CALL TO ORDER

### INVOCATION

1. **Invocation:** Reverend Tori Liferidge of Grace Reformed Episcopal Church

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

2. **Proclamation:** 2026 Women of Construction Week, March 1 - 7, 2026
3. **Proclamation:** 2026 Black History Month in the Town of Moncks Corner

### APPROVAL OF MINUTES

4. **Regular Meeting Minutes:** January 13, 2026

### REPORTS

5. **Mayor's Report:** Thomas J. Hamilton, Jr.
6. **Administrator's Report:** Jeffrey V. Lord

### NEW BUSINESS

7. **Resolution:** Safety Action Plan
8. **Consideration:** Engineering Proposal for Marking Parking Spaces on Main Street
9. **Consideration:** Engineering Proposal for Upgrade of California Branch Crossing at Main Street
10. **Consideration:** Winter Street Drainage Improvements Contract
11. **Consideration:** Heatley Street Parking Intergovernmental Agreement
12. **Consideration:** Intergovernmental Easement Agreement - Dr. William Lacey Memorial Park
13. **Consideration:** Town Hall and Fire Station 1 CM@R Construction Manager Pre-construction Services
14. **First Reading:** Consider a Development Agreement (DA-25-01) request for one (1) parcel (162-00-01-017) totaling 31.3 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached dwelling units, commercial development, and dedicated civic recreation space.
15. **First Reading:** Consider a Development Agreement (DA-25-02) request for four (4) parcels (162-02-00-017, 162-02-00-019, 162-00-01-020, 162-00-01-029) and a portion of one (1) parcel (162-02-00-015), totaling 96.01 acres, located on US Highway 52. The parcel would be zoned Planned Development (PD) to allow single-family detached

dwelling units, single-family attached (townhomes) dwelling units, civic space, and commercial development.

- 16. First Reading:** Consider a Text Amendment (TA-25-01) request to amend Article 7-13 (Architectural Standards) of the Town Zoning Ordinance to modify exterior building material standards.

#### **OLD BUSINESS**

- 17. Old Business:** There is no old business to be brought before Council.

**PUBLIC INPUT** - Public Input will be limited to 3 minutes per individual

**EXECUTIVE SESSION** - Council may take action regarding matters discussed

- 18. Discussion:** Regarding contractual matters related to the purchase of property.

- 19. Receipt of Legal Advice:** Related to proposed changes to the Zoning Ordinance.

- 20. Discussion:** Regarding Planning Commission Appointments.

#### **ADJOURNMENT**

*In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact Town Hall at (843) 719- 7900 within 48 hours prior to the meeting in order to request such assistance.*

## Proclamation

### 2026 Women of Construction Week, March 1 – 7

**WHEREAS**, *Women of Construction* is a newly established organization dedicated to creating a strong network of women across the construction industry; and

**WHEREAS**, this organization was founded to provide a platform for women in construction to connect, learn, and lead, fostering mentorship, professional development, and opportunities for growth in an ever-expanding industry; and

**WHEREAS**, the construction community continues to drive economic and community development through major infrastructure, industrial, and civic projects, and *Women of Construction* proudly promotes the inclusion and advancement of women in every facet of that progress; and

**WHEREAS**, *Women of Construction* partners with local businesses, trade organizations, and educational institutions to raise awareness of skilled trade careers, support workforce development, and inspire future generations to explore the many pathways within construction; and

**WHEREAS**, through volunteerism, community engagement, and a spirit of collaboration, *Women of Construction* seeks to make a lasting impact throughout the region.

**NOW, THEREFORE**, I, Thomas J. Hamilton, Jr., Mayor and Town Council Members of Moncks Corner, South Carolina, do hereby recognize *Women of Construction* and its dedicated founding members for their commitment to empowering women, supporting workforce growth, and strengthening our community, and do hereby proclaim the week of March 1–7, 2026 as

#### **"Women of Construction Week"**

in Moncks Corner, South Carolina, and encourage all citizens, businesses, and organizations to join in celebrating the contributions of women who are helping to build the future of our communities.

Proclaimed this 17th day of February 2026.

  
Thomas J. Hamilton, Jr.,  
Mayor, Moncks Corner, South Carolina



## PROCLAMATION

### HONORING BLACK HISTORY MONTH IN THE TOWN OF MONCK'S CORNER

**WHEREAS**, Black History Month is observed each February across the United States to honor the achievements, leadership, and enduring contributions of African Americans, whose strength, creativity, and resilience have shaped the nation's history and enriched its cultural, civic, and economic life; and

**WHEREAS**, the Town of Moncks Corner recognizes that the story of Black Americans is inseparable from the story of America itself, reflecting generations who have persevered through injustice while advancing the ideals of freedom, equality, and opportunity for all; and

**WHEREAS**, African Americans in Moncks Corner and throughout Berkeley County have played a vital role in building strong neighborhoods, strengthening local institutions, enriching our arts and culture, and contributing to the growth and character of our community; and

**WHEREAS**, Black History Month provides an opportunity for residents of Moncks Corner to learn from the past, celebrate the present, and commit to a future where every individual is valued, respected, and empowered to thrive; and

**WHEREAS**, the Town encourages all residents, schools, faith communities, and organizations to engage in meaningful reflection, education, and celebration that honors the legacy and ongoing contributions of African Americans; and

**WHEREAS**, by recognizing Black History Month, Moncks Corner reaffirms its dedication to fostering unity, understanding, and shared purpose among all who call this community home.

**NOW, THEREFORE**, I, Thomas J. Hamilton, Jr., Mayor and Town Council of the Town of Moncks Corner, do hereby proclaim February 2026 as **Black History Month** in the Town of Moncks Corner and encourage all residents to join in celebrating the rich heritage, achievements, and contributions of African Americans—past, present, and future.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Town of Moncks Corner to be affixed this 17<sup>th</sup> day of February, 2026.

  
 \_\_\_\_\_  
 Thomas J. Hamilton, Jr., Mayor





# TOWN COUNCIL REGULAR MONTHLY MEETING

Town Council Chambers, Moncks Corner Municipal  
Complex, 118 Carolina Avenue  
TUESDAY, JANUARY 13, 2026 at 6:00 PM

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## MINUTES

### CALL TO ORDER

The regular meeting of the Town Council was called to order by Mayor Thomas J. Hamilton, Jr. at 6:00 p.m.

#### Present:

Mayor Thomas J. Hamilton, Jr.  
Mayor Pro-Tem David A. Dennis, Jr.  
Council Member Leroy S. Dingle, Jr.  
Council Member James N. Law, Jr.  
Council Member Latorie S. Lloyd  
Council Member Chadwick D. Sweatman  
Council Member James B. Ware, III

#### Staff Present:

James E. Brogdon, Town Attorney  
Jeffrey V. Lord, Town Administrator  
Marilyn M. Baker, Administrative Services Director/Clerk to Council  
Justine H. Lovell, Finance Director  
James C. Jackson, III, Fire Chief  
Corey Denny, Battalion Chief  
R. Logan Faulkner, Public Service Director  
Mohamed A. Ibrahim, Technology Director  
Elizabeth B. Rentz, Recreation Director  
Antwan L. Richardson, Interim Police Chief  
Justin S. Westbrook, Community Development Director  
Carter France, Town Planner  
Shaheena Bennett, Chief Municipal Judge

### INVOCATION

Invocation was delivered by Reverend Tim Cook of Wassamassaw Baptist Church.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the American Flag was led by Council Member Leroy Dingle.

## PRESENTATIONS

### 1. Staff Appointments:

#### **Town Attorney (2-year Term): James E. Brogdon, Jr., Esquire**

Motion was made by Mayor Pro-Tem Dennis to appoint James E. Brogdon, Jr., Esq. to serve a two-year term as Town Attorney for the Town of Moncks Corner. Motion was seconded by Council Member Ware and unanimously approved as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

#### **Chief Municipal Judge (4-Year Term): Shaheena R. Bennett, Esquire**

Motion was made by Mayor Pro-Tem Dennis to appoint Shaheena R. Bennett, Esq. to serve a four-year term as Chief Municipal Judge for the Town of Moncks Corner. Motion was seconded by Council Member Ware and unanimously approved as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

#### **Administrative Services Director and Clerk to Council (2-Year Term): Marilyn M. Baker**

Motion was made by Mayor Pro-Tem Dennis to appoint Marilyn M. Baker to serve a two-year term as Administrative Services Director and Clerk to Council for the Town of Moncks Corner. Motion was seconded by Council Member Law and unanimously approved as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

## APPROVAL OF MINUTES

### 2. Regular Meeting Minutes: December 16, 2025

Motion was made by Council Member Law to approve the regular meeting minutes of December 16, 2025. Motion was seconded by Council Member Dingle and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

### 3. **Special Meeting Minutes:** January 5, 2026

Motion was made by Council Member Law to approve the special meeting minutes of January 5, 2026. Motion was seconded by Council Member Ware and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

## REPORTS

### 4. **Mayor's Report:** Thomas J. Hamilton, Jr.

Mayor Hamilton provided a year-end review of 2025 and a 2026 outlook as follows:

#### **General Overview**

- Mayor emphasized transparency, community engagement, and the collective nature of the Town's accomplishments.
- Expressed appreciation for the First Lady's contributions to staff and community.

#### **Administration & Governance**

- Implemented development impact fees, generating \$85,000 to date.
- Launched Town Square Redevelopment Project and approved stormwater bond ordinances.
- Updated Tree Protection Ordinance to reduce resident burden while preserving natural character.
- Approved only 80 new housing units over two years to ensure thoughtful, balanced growth.
- Continued emphasis on high-quality design and community-focused development.
- Town received Certificate of Achievement for Excellence in Financial Reporting for the fifth consecutive year. He recognized Justine Lovell for her hard work and dedication.

#### **Municipal Court**

- Modernized operations with upgraded audio-visual systems and full implementation of virtual court, improving access and efficiency.
- He recognized Chief Judge Shaheena Bennett for completing her term as President of the South Carolina Bar Association, where she led statewide initiatives focused on diversity, access to justice, professional development, and expanding pro bono service.

**Technology & Connectivity**

- Expanded free public Wi-Fi through partnership with Home Telecom's Smart Town initiative.
- He recognized IT Director Mo Ibrahim for his extensive support and service.

**Infrastructure & Stormwater**

- Completed Whitesville and Jolly Lane bridge replacements using nearly \$1M in grant funding.
- Secured \$1.6M for Winter Street Bridge replacement and \$8.5M for California Branch rehabilitation.

**Recreation**

- Advanced Harmony Park playground and parking expansion with support from a \$1M state grant.
- Upgraded LED lighting and pitching mounds at the Youth Fields and installed new camera systems for remote game viewing at the Recreation Complex.
- Renovated all baseball/softball infields; athletic participation reached record levels.
- Launched first women's softball league; planning girls' flag football.
- He recognized Recreation Director Libya Rentz and staff for their support and dedication.

**Public Service & Community Development**

- Recognized the Public Service Department, led by Logan Faulkner for their dedication and commitment of daily operations across sanitation, landscaping, and facilities.
- Recognized Community Development and Administrative staff for their dedication and commitment to reduced unlicensed businesses from over 100 to 17 recovering lost revenue and enforced re-inspection fees.
- Additionally, collecting overdue hospitality taxes and strengthened compliance oversight.

**Special Events**

- The Special Events team, led by Susan Gilmore, delivered major programs including Pickin' in the Corner, Art in the Park, Music on Main, Halloween on Main, July 4th Festival, and Christmas events.

**Public Safety**

- Fire Department secured grants for equipment, training, and firefighter safety.
- Police Department created a training unit, secured major grants, and earned Safe Destination Certification.
- Launched Mending Hearts program for survivors of domestic violence and sexual assault.
- He recognized the leadership of Fire Chief Jackson and Interim Police Chief Richardson.

### **Partnerships & Collaboration**

- Partnered with Berkeley County to purchase Epsom Oaks for future park development.
- Collaborated with Berkeley County and Berkeley County School District to expand downtown parking.
- Advanced a sidewalk project along R.C. Dennis Blvd with SCDOT and BCDCOG.

### **Looking Ahead to 2026**

- Priorities include Lacey Park revitalization, Fire Station 1 expansion, downtown redevelopment, California Branch work, planning for a new Town Hall, and future Fire Station 3.
- Emphasis on fiscal responsibility and long-term community needs.

### **Recognitions**

- Honored Clerk to Council Marilyn Baker for over 40 years of service.
- Recognized Town Administrator Jeff Lord for leadership, grant support, and operational excellence.

## **5. Administrator's Report: Jeffrey V. Lord**

### **The following new employees were introduced:**

Interim Chief Antwan Richardson introduced Jasmine Sullivan as the new Evidence Custodian Administrative Assistant for the Police Department. She holds a bachelor's degree in business from Perdue University. She enjoys volunteering and helping the community.

Fire Chief James Jackson introduced the following:

Tyler Smart currently holds the position of Fire Fighter II with the Moncks Corner Fire Department. He began his firefighter career with South Lynches Fire Department in Florence County and C&B Fire Department in Ladson, SC in 2025. He joined the MC Fire Department Team in December 2025.

Treshawn Singleton currently holds the position as a Fire Fighter II with the Moncks Corner Fire Department. He began his career with Pine Ridge Fire Department in 2016 and served in the United States Army Military Police from 2017 – 2024. He previously worked for Moncks Corner Fire Department in 2024 and worked for England Airpark Fire Department in 2025. He joined our team in December 2025. He brings a combination of Military and Firefighter experience to Moncks Corner.

Administrator Lord reported the following:

- Hill/Warren Bridge Replacement Project: This project is scheduled to be closed out this week.
- Winter Street Bridge Project: Bid request for the Winter Street project was released last week, with submissions due on February 4. The project is scheduled for completion prior to September of this year.

- Lacey Park: Bid packages should be completed this month. Once the packages are complete, they will be submitted to SCPRT for approval. Once the bid packages are approved then they will be sent out either this or next month.
- Town Hall Project: The project is moving forward. Staff has had several meetings with the Architects for renovation of the present Town Hall facility and construction of the new Town Hall facility. A workshop with Council will be scheduled prior to the February Council meeting to review the plans.
- SS4A (Safe Streets and Roads for All) Grant: This project involves a townwide traffic study. Online surveys are expected to be available the week of February 9, and a public input hearing is planned for the week of February 16. He is working to advance the study so the Town can apply for the grant funding.

## NEW BUSINESS

6. **New Business:** There was no new business to be brought before Council.

## OLD BUSINESS

7. **Old Business:** There was no old business to be brought before Council.

## PUBLIC INPUT

Wanda Rush, 108 Jenkins Street, Moncks Corner inquired about the status of the Wall Street zoning request. Community Development Director Westbrook reported that the request has been heard by the Planning Commission. Staff, the Planning Commission and members of the public have been working with the developer to provide a comprehensive project that meets all the parameters of the Town, neighborhood and developer. He noted that the developer has requested multiple delays, often too late for inclusion in agenda preparation, and is now exploring the possibility of expanding the project by approaching additional property owners. Staff have not received any updated materials. At the applicant's request, the project has been continued to the next available meeting.

Mayor Hamilton encouraged her to continue monitoring the project and to share any input when the matter comes before the Planning Commission and Council. Westbrook added that the public hearing signage on the property will be updated once the project moves forward.

## EXECUTIVE SESSION:

8. Motion was made by Council Member Law to go into executive session to receive legal advice regarding statutory requirements applicable to Town Council and contractual matters related to municipal utilities. Motion was seconded by Council Member Lloyd and approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

**Out of Executive Session and Reconvene to the Regular Meeting:**

Motion was made by Mayor Pro-Tem Dennis to come out of executive session and reconvene to the regular meeting. Motion was seconded by Council Member Law and approved unanimously as follows.

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

Mayor Hamilton announced that there was no action taken during executive session.

**ADJOURNMENT**

Motion was made by Council Member Law and seconded by Council Member Ware to adjourn the regular meeting of Council. Motion was approved unanimously as follows:

Voting Yea: Mayor Hamilton, Mayor Pro-Tem Dennis, Council Member Dingle, Council Member Law, Council Member Lloyd, Council Member Sweatman, Council Member Ware.

The meeting was adjourned at 7:07 p.m.

A copy of this meeting's agenda was e-mailed to the Post and Courier, The Berkeley Independent, Live 5 News, Channel 4, Channel 2, and The News Journal Scene. As required, the agenda was posted on the Municipal Complex bulletin board and the Town Website at least 24 hours prior to the meeting.

Minutes Approved and Adopted:

\_\_\_\_\_  
Marilyn M. Baker/Clerk to Council

February 17, 2026

DATE

**Resolution No. [2026-R01]**

**RESOLUTION COMMITTING THE TOWN OF MONCKS CORNER  
TO THE GOAL OF ZERO TRAFFIC FATALITIES AND SERIOUS INJURIES BY THE YEAR 2040**

**WHEREAS**, the Town of Moncks Corner recognizes that traffic fatalities and serious injuries are preventable and represent a profound loss to our community; and

**WHEREAS**, the safety of all road users—pedestrians, bicyclists, motor vehicle occupants, and public transit riders—is a paramount responsibility of the Town of Moncks Corner; and

**WHEREAS**, as part of the Town of Moncks Corner’s Safety Action Plan funded by a US Department of Transportation Safe Streets and Roads for All (SS4A) grant greatly encourages grantees and their leaders to commit to a goal of zero traffic fatalities and serious injuries by a specific year; and

**WHEREAS**, the Town of Moncks Corner has in recent years been interested in adopting the "Vision Zero" initiative, which is similar to SS4A, and

**WHEREAS** Vision Zero is a data-driven strategy that prioritizes human life and acknowledges that traffic deaths are not inevitable accidents but systemic failures that can be addressed through comprehensive planning and action; and

**WHEREAS**, achieving zero traffic fatalities and serious injuries requires a multi-faceted approach involving multiple and redundant pillars of the Safe System Approach: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care; and

**WHEREAS**, the Town of Moncks Corner is committed to fostering a culture of safety and continuous improvement in its transportation system;

**THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MONCKS CORNER**, that:

- The Town of Moncks Corner formally adopts the ambitious but achievable goal of **zero traffic fatalities and serious injuries by the year 2040**.
- The Town Administrator is hereby directed to develop and present to the Town Council, within six (6) months of the adoption of this Resolution, a comprehensive **Safety Action Plan** that outlines specific strategies, timelines, and measurable objectives to achieve the stated goal.
- The Safety Action Plan shall include, but not be limited to, recommendations for:
  - **Safe Streets Design:** Prioritizing design elements that inherently reduce speeds and improve visibility of vulnerable road users from vehicular traffic, such as separated bike lanes, more visible and wider crosswalks and sidewalks, traffic calming measures, and improved intersection designs that promote slower turns and greater visibility in areas with potential conflicts.
  - **Data-Driven Decision Making:** Utilizing traffic crash data, public input, and best practices to identify high-risk areas and implement targeted interventions.
  - **Public Awareness and Education:** Launching campaigns to educate residents and visitors on safe driving, walking, and cycling behaviors, and the importance of traffic safety.
  - **Focused Traffic Enforcement:** Focusing traffic enforcement on behaviors that contribute to serious injury crashes, such as speeding and impaired driving.
  - **Post-Crash Response and Learning:** Enhancing emergency response and utilizing crash investigations to inform future safety improvements.
  - **Specific Project Recommendations:** Location-based project recommendations with improvement alternatives documented and illustrated.

- **Ongoing Community Engagement:** Actively involving residents, businesses, and stakeholders in the planning and implementation process to ensure the plan reflects community needs and priorities.
- **Goal Setting, Transparency, and Monitoring:** Publishing each calendar year's traffic fatality count at least once per year in a public place (such as the Town's website) to create the accountability and awareness needed to move the traffic fatality count toward zero, monitoring its progress through an annual public process, and tasking staff or a consultant at least periodically to recommend steps to move the needle toward zero.
- The Moncks Corner Town Council commits to allocating necessary resources, as may be feasible within budgetary constraints, to support the implementation of the Safety Action Plan.
- The Moncks Corner Town Council shall receive annual progress reports on the Safety initiative, reviewing key performance indicators and making adjustments to the Safety Action Plan as necessary to ensure progress towards the 2040 goal.
- This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this 17<sup>TH</sup> day of February, 2026, by the Council of the Town of Moncks Corner, South Carolina.

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Thomas J. Hamilton, Jr., Mayor  
Town of Moncks Corner, South Carolina

ATTEST:

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Marilyn M. Baker, Clerk to Council  
Town of Moncks Corner, South Carolina

**TOWN OF MONCKS CORNER REGULAR MEETING  
Tuesday, February 17, 2026**

**Title:** Engineering Proposal for Marking Parking Spaces on Main Street

**Background:**

The SCDOT permit for this project is still under review as SCDOT formally commented that they will need signed/stamped sight distance exhibits. We expect a little more detail on the sheets will also aid the implementation.

This proposal was requested from Stantec, our on call traffic engineering firm, and comes to \$6,500.

**Exhibits:** Stantec Proposal

**Funding:** General Fund

**City Council action requested:** Accept proposal from Stantec for engineering and permitting for the Main Street marking project for \$6,500.



Stantec Consulting Services Inc.  
4969 Centre Pointe Drive, Suite 200  
North Charleston SC 29418-6952

February 3, 2026

Project/File: 171082023

**Town of Moncks Corner**

Mr. Jeff Lord, Town Administrator  
118 Carolina Avenue  
Moncks Corner, South Carolina 29461

Dear Jeff,

**Reference: Main Street Parking Permitting – Letter Proposal**

Stantec Consulting Services Inc. (Stantec) is pleased to submit this letter proposal to the Town of Moncks Corner (client) for engineering services for the section of Main Street between US 52 and US 17A in the Town of Moncks Corner, South Carolina. Following up on previous parking study and concept design by Stantec, it is our understanding that the Town desires for-construction plans and an encroachment permit from the South Carolina Department of Transportation (SCDOT).

This letter has been formatted to describe the scope of services offered, schedule and fee for the above reference project.

## **Scope of Services**

### **Design Plans**

Stantec will develop pavement marking plans for the Main Street corridor between US 52 and US 17A, building upon concept plans previously developed by Stantec, which used aerial imagery and GIS data (edge of pavement, property boundary / right-of-way information, building outlines). Design plans will be to a level of detail sufficient to facilitate construction of the proposed changes. The plans will show existing curb cuts to be removed, sections of curb where parking is to be restricted, sections of curb where on-street parking is to be marked with dimensions and details, as necessary. Stantec will provide sight distance exhibits for existing access points along this segment, as required by SCDOT.

### **Permitting**

Stantec will submit an encroachment permit application for the project to SCDOT. Stantec will address comments provided by SCDOT in an effort to obtain an approved permit for the proposed improvements.

Reference: Main Street Parking Permitting – Letter Proposal

## Proposed Schedule

Based upon our current workload projections and the scope of services as stated herein, we anticipate work can commence upon notice to proceed.

The design plans will be submitted to SCDOT within four (4) weeks after notice to proceed. If any comments are received, revisions to the plans will be completed within one (1) week.

## Proposal Fee

Stantec will perform the services described in the scope of services for a lump sum fee of **\$6,500.00**. This amount will not be exceeded without written authorization from the client.

Invoices will be sent each month based upon estimated percentage completion of work for lump sum fees. Invoices are due 30 days following the date of the invoice.

Terms will be per the attached Stantec Standard Professional Services Terms and Conditions.

## Closing

Thank you for this opportunity to assist the Town of Moncks Corner. If the aforementioned scope and fee are acceptable to you, please sign below and return to my attention. Please do not hesitate to contact me if you need additional information, have questions, or have any desired revisions to this proposal.

Regards,

**Stantec Consulting Services Inc.**

  
Digitally signed by Egan, Andy  
DN: CN="Egan, Andy",  
OU=Internal, OU=users,  
OU=stantec, DC=corp,  
DC=ads  
Date: 2026.02.03  
16:33:38-05'00'

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**Andy Egan** PE, PTOE  
Associate | Traffic Engineer  
Phone: (843) 740-6349  
Mobile: (843) 819-6337  
andy.egan@stantec.com

Attachment: Stantec Standard Professional Services Terms and Conditions

Reference: Main Street Parking Permitting

By signing this proposal, \_\_\_\_\_ authorizes Stantec to proceed  
Town of Moncks Corner  
with the services herein described and the Client acknowledges that it has read and agrees to be bound by  
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.  
Day Month Year

Per: \_\_\_\_\_  
Town of Moncks Corner

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

**Description of Work:** Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

**Terms and Conditions:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

**Compensation:** Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting [ar@stantec.com](mailto:ar@stantec.com). Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

**Notices:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**Termination:** Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

**Environmental:** Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

**Professional Responsibility:** In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

**Indemnity:** The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

**Limitation of Liability:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**Documents:** All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



**Field Services:** Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

**Governing Law/Compliance with Laws:** The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**Dispute Resolution:** If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**Assignment:** The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**Severability:** If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

**Force Majeure:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

**Contra Proferentem:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**Business Practices:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.**

**TOWN OF MONCK'S CORNER REGULAR MEETING**  
**Tuesday, February 17, 2026**

**Title:** Engineering Proposal for Upgrade of California Branch crossing at Main Street

**Background:**

The "minibus" act (H.R.6938 - Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026) was signed into law on 1/23/26. In the law, the Town was appropriated \$1.678 million for our Main Street culvert upgrade project. This is about half of what we need. We will apply to RIA for the rest.

In order to prepare for the RIA application in the Fall, we need to begin the engineering and permitting process now. Seamon Whiteside was selected as our on-call engineer for civil projects. Their proposal for these services is attached and comes to \$231,500.

**Exhibits:** SW Proposal

**Funding:** Stormwater Fund

**City Council action requested:** Accept proposal from Seamon Whiteside for engineering, permitting, bid and construction management for the Upgrade of California Branch crossing at Main Street for \$231,500.

February 3, 2026

Mr. Jeffrey V. Lord  
Town Administrator  
Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

**West Main Street Culvert Upgrade Project  
On-Call Professional Services**

Dear Mr. Lord,

Seamon, Whiteside & Associates, Inc. (SW+) is pleased to offer a proposal for professional engineering services to design and permit a double-barrel box culvert upgrade along California Branch at West Main Street as previously studied under a separate task order (see Figure 1 for approximate work limits).



Figure 1 - Approximate work limits.

The scope of services included herein will support design and permitting. These improvements are expected to be completed with local, state, and federal funding. As a result, all construction documents will be prepared to adhere to such applicable local, state, and federal requirements.

501 Wando Park Boulevard, Suite 200, Mount Pleasant, SC 29464 | (843) 884-1667  
SeamonWhiteside.com

Mount Pleasant | Greenville | Summerville | Spartanburg | Charlotte | Raleigh | Columbia  
*Elevating the site design experience.*

Bid document preparation, bidding services, and construction administration services have not been included in this proposal based on a request from the town to only complete design and permitting. A separate addendum will be provided to the town once the project is ready to move forward with bidding and construction.

## Scope of Services

### Division One: Progress Meetings and Grant Management Support

We understand the project will require regular progress meetings with the Client and potential grant application support (construction funding). As a result, our services for this division will include the following:

1. Facilitate a kick-off meeting with Client to discuss project goals, constraints, and schedule.
2. Attend and lead monthly progress meetings with the Client throughout the project.
3. It is expected that the Client is receiving funding through the EPA as a source of construction funding. Full release and approval to use such funds for the project will require a formal grant application to and coordination with EPA personnel. As a result, our team will assist client with preparation of the grant application materials required to prepare for release of EPA funding for construction.
4. Assist Client with meetings to discuss project with individual property owners and other applicable stakeholders.

### Division Two: Surveying

Surveying will be completed by SW+ Surveying to assist with the engineering design and permitting of the proposed stormwater improvements. All survey data will be collected using South Carolina State Plane coordinates (i.e., NAD 83 horizontal datum and NAVD 88 vertical datum).

#### Task A: Topographical Exhibit

Surveying services will be provided by SW+ Surveying to prepare a topographical exhibit of a  $\pm 1.1$  acre area of TMS #142-06-04-031, TMS #142-07-03-025, and TMS #142-06-04-029 shown as the work area exhibit (Figure 1) to include:

- Right-of-Way of West Main Street and all apparent easements shown on available and accessible recorded plats
- Trees
- Hardscape
- Structures
- Contours at 1-foot contour intervals and spot elevations (NAVD 88)
- Above and underground utilities
- Invert elevations within accessible storm drainage and sanitary sewer structures

#### Task B: SUE Level B Underground Utility Location

SW+ Surveying, Inc will contract and coordinate with a private utility locator to locate underground utilities within the property as well as within West Main Street R/W ( $\pm 400$  LF).

### Division Three: Geotechnical Investigations

Geotechnical explorations will be provided to quantify subsurface conditions for use in engineering design. A total of 2 soil test borings (STBs), 2 hand auger borings (HABs), and 2 HABs with dynamic cone penetration (DCP) will be completed as part of this scope of work. Specific tasks associated with this division include:

1. Field Exploration:

- Boring Layout and Elevations:
    - Boring locations will be located using hand-held GPS units with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be used. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.
  - Subsurface Exploration Procedures:
    - Private utility location services will be provided to mark locations of subsurface utilities within the vicinity of proposed boring locations. Final boring locations may be adjusted based on subsurface utility locations.
    - Traffic control will be provided to complete field exploration since most boring locations will occur within public rights-of-way. Lane closures with a flagmen or shoulder closures are expected.
    - Soil Test Borings (STBs) will be advanced with a truck-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. This is formally known as the Standard Penetration Test (SPT). Continuous sampling will be conducted at 2-foot intervals until the target termination depth is reached. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The splitbarrel samplers are driven in accordance with the SPT. The samples will be placed in appropriate containers, taken to a soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, groundwater levels will be observed and recorded during drilling and sampling.
    - Hand auger borings (HABs) will be conducted in general accordance with ASTM D 1452-80, "Standard Practice for Soil Investigation and Sampling by Auger Borings." The soils are then classified in general accordance with ASTM D2487 "Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)." Some of the HABs will also include the dual-mass Kessler Dynamic Cone Penetrometer (DCP) testing, consisting of a 5/8-inch steel rod with a steel cone attached will be continuously driven into the subgrade by dropping a 17.6-pound hammer from a height of 22.6 inches and incremental penetrations are recorded. The angle of the cone is 60 degrees and the diameter of the base of the cone is 0.79 inches. The HABs will also include observations for groundwater. This will occur during the exploration program after or as the hand auger borings are being advanced.
    - No provisions have been made to collect water level data other than the observations made during the advancement of the STB/HAB. Our exploration team will save the field data which will be processed by the geotechnical engineer to create the final soil test boring and hand auger boring logs.
    - Reasonable efforts will be made to reduce damage to property because of exploration activities, such as rutting of the ground surface. However, in the normal course of work some such disturbance will occur. Since test locations will be located within public rights-of-way, boring and CPT locations will be grouted after borings are completed.
2. Laboratory testing will be conducted to better understand the engineering properties of the encountered subsurface materials. At this time, it is anticipated that laboratory testing will consist of, but not limited to:
- Water content
  - Grain size analysis with Hydrometer
  - Atterberg limits
3. Results of field exploration and laboratory testing will be evaluated, and a design-level geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:
- Soil test boring logs with soil classification based on visual/laboratory classification
  - Hand auger boring logs with soil classification based on laboratory/visual classification

- Groundwater levels observed immediately after testing
- Site location and exploration plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Estimated pipe/culvert settlement profile
- Pipe/culvert bedding and construction considerations
- Pavement section repair recommendations

#### **Division Four: Civil Engineering Design**

Design services will be provided to develop construction drawings for the upgrade of the Winter Street box culvert at California Branch. It is assumed that a single set of construction documents will be prepared for the project. Specific design tasks will include:

1. Complete a proposed conditions hydrologic and hydraulic analysis to support and form the basis of design. The proposed conditions analysis will be adopted from a prior study completed for the Client but updated based on recent survey data and design parameters.
2. Complete a hydrologic and hydraulic analysis report to document the existing and proposed hydrologic and hydraulic analyses of the box culvert.
3. Prepare roadway collection system drainage hydrologic and hydraulic analysis.
4. Document box culvert and roadway drainage analyses into a single hydrologic and hydraulic report. This report will represent the basis of design and will be used for agency permitting.
5. Prepare 30%, 60%, and 90%, and issued for bid (IFB) construction drawings. Final construction drawings will include the following:
  - Cover Sheet
  - Notes and Symbols Sheet
  - Existing Conditions Survey
  - Demolition Plan
  - Stormwater/Drainage/Culvert Plan and Profiles
  - Roadway Plan, Profile, and Cross Sections (as necessary)
  - Grading Plan
  - Water and Sewer Utility Relocation Plan and Profiles (as necessary)
  - Erosion and Sedimentation Control Plan
  - Details
6. Coordinate with SCDOT, utility providers, and the Client regarding design and potential utility conflicts.
7. Coordinate, lead, and attend field design review meetings with SCDOT, utility providers, and Client following delivery of 30%, 60%, and 90% construction drawings.
8. Prepare and update opinions of probable construction costs throughout the design phase.
9. Submit construction drawings and opinions of probable construction costs to Client for review.
10. Revise and resubmit construction drawings based on feedback from Client and/or comments from agency reviewers.

### **Division Five: Permitting**

Agency permit packages will be prepared for drainage improvements to be located within the approximate work limits depicted in Figure 1. This division will include the following permitting tasks:

1. Wetlands and Waters of the State Delineation:
  - Complete a desktop review of historic aerial photographs, historic topographic maps, aquatic resources mapping, soils mapping, and other relevant data to assist in identifying potential aquatic resources and jurisdictional features within the approximate work limits.
  - Complete a field delineation to map/locate approximate locations/boundaries of potential waters of the state. A prior delineation of the stream is available at Lacy Park and will be used as a basis with a supplemental delineation to cover the entire project limits.
  - Prepare a jurisdictional determination request/delineation package and submit to the United States Army Corps of Engineers (USACE) and the South Carolina Department of Environmental Services (SCDES) if necessary.
  - Attend jurisdictional determination verification site visit if necessary
2. 404/401 Wetland and Waters of the State Permitting:
  - Schedule and attend pre-application meeting with applicable state and federal agencies.
  - Prepare wetland and waters of the state exhibits depicting impacts for use in permit applications.
  - Prepare and submit 401 water quality certification.
  - Prepare and submit coastal zone consistency documentation.
  - Prepare and submit 404 permit application. In preparation of the 404 permit application the following limited environmental assessments will be conducted to support the full application package:
    - Threatened and Endangered Species Habitat Assessment (including a on-site assessment and records review)
    - Desktop Cultural Resources Assessment
  - Complete a mitigation analysis to determine the need for compensatory mitigation required for implementation of the project if necessary.
  - Receive agency permitting comments, address comments, and resubmit permitting documents for final approvals.
3. Stormwater Permitting:
  - Schedule and attend pre-submittal meeting.
  - Prepare NPDES Notice of Intent documentation and submit to SCDES-BOW and SCDES-BCM.
  - Prepare and submit Town of Moncks Corner Stormwater Management – Construction Activity Application package to include a comprehensive stormwater pollution prevention plan (C-SWPPP), drainage technical report (prepared as part of Division Four), and required exhibits/maps.
  - Receive agency permitting comments, address comments, and resubmit permitting documents for final approvals.
4. South Carolina Department of Transportation (SCDOT) Encroachment Permitting
  - Schedule and attend pre-application meeting.
  - Prepare encroachment permit application to include a drainage report (prepared as part of Division Four) and required exhibits/maps.
  - Receive agency permitting comments, address comments, and resubmit permitting documents for final approvals.

5. Local Permitting:

- Prepare applicable building, floodplain management, and/or planning/zoning applications/documents for approval. Demolition permits shall be the responsibility of the selected Contractor.
- Prepare submittal documents and submit to Moncks Corner Water Works for water and sewer relocations.
- Coordinate with Dominion Gas and telecom providers for miscellaneous utility relocations.
- Receive comments, address comments, and resubmit applications/documents for final approvals.

*Notes, Assumptions, and Exclusions:*

1. *It is assumed that the entire project will be designed and permitted as a single project with a single set of construction drawings.*
2. *Right-of-way acquisition and easement platting services are excluded from this scope of work.*
3. *Subsurface utility engineering (SUE) level A services are not provided.*
4. *Slope stability analyses are excluded from this scope of services.*
5. *Structural engineering services are excluded from this scope of work. We anticipate the need for structural engineering services for headwalls, wingwalls, aprons, and turn down walls based on prior experience. Once a 30% preliminary design set of construction documents is prepared and submitted to SCDOT and Client an addendum will be prepared and submitted to the Client for approval to complete structural engineering.*
6. *It is assumed that a nationwide permit (NWP) can be obtained by the United States of Army Corps of Engineers. As a result, an individual USACE permit is excluded from this scope of work.*
7. *A phase 1 environmental assessment is excluded from this scope of work.*
8. *FEMA permitting services (CLOMR/LOMR) are excluded from this scope of work.*
9. *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.*
10. *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. See below for additional information.*
11. *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.*
12. *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.*

13. 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.

**Fees:**

We will provide the indicated services for the following fees. All hourly division fees represent an hourly not to exceed amount.

Division One: Progress Meetings and Grant Management Support .....	\$18,000 (Hourly)
Division Two: Surveying.....	
Task 2A: Topographical Exhibit.....	\$6,200 (Lump Sum)
Task 2B: SUE Level B Underground Utility Location .....	\$2,500 (Lump Sum)
Division Three: Geotechnical Investigations.....	
Task 3A: Field and Engineering Services .....	\$17,800 (Lump Sum)
Task 3B: Traffic Control .....	\$3,000 (Lump Sum)
Division Four: Civil Engineering Design .....	\$118,000 (Lump Sum)
Division Six: Permitting .....	\$66,000 (Hourly)

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.....	\$300.00
Managing Principal.....	\$300.00
Professional Support.....	\$120.00
Administrative Support.....	\$100.00
<u>Landscape Architecture</u>	
Director.....	\$275.00
Senior Landscape Architecture Team Leader/Practice Leader 2.....	\$250.00
Landscape Architecture Team Leader/Practice Leader 1.....	\$240.00
Senior Landscape Architecture Project Manager 3/Senior Land Planner 3.....	\$225.00
Senior Landscape Architecture Project Manager 2/Senior Land Planner 2.....	\$220.00
Senior Landscape Architecture Project Manager 1/Senior Land Planner 1.....	\$210.00
Landscape Architecture Project Manager/Land Planner 5.....	\$195.00
Landscape Architecture Project Coordinator/Land Planner 4.....	\$185.00
Land Planner 3.....	\$180.00
Land Planner 2.....	\$170.00
Land Planner 1.....	\$160.00

Civil Engineering

Director.....	\$275.00
Senior Civil Engineering Team Leader/Practice Leader 2.....	\$250.00
Civil Engineering Team Leader/Practice Leader 1.....	\$240.00
Senior Civil Engineering Project Manager 3/Senior Designer 3.....	\$225.00
Senior Civil Engineering Project Manager 2/Senior Designer 2.....	\$220.00
Senior Civil Engineering Project Manager 1/Senior Designer 1.....	\$210.00
Civil Engineering Project Manager/Civil Designer 5.....	\$200.00
Civil Engineering Project Coordinator/Civil Designer 4.....	\$190.00
Civil Designer 3.....	\$185.00
Civil Designer 2.....	\$175.00
Civil Designer 1.....	\$165.00
Senior CAD Technician.....	\$170.00
CAD Technician 4.....	\$160.00
CAD Technician 3.....	\$150.00
CAD Technician 2.....	\$140.00
CAD Technician 1.....	\$130.00

Construction Administration

Director.....	\$275.00
Senior Construction Administration Team Leader.....	\$250.00
Construction Administration Team Leader.....	\$240.00
Senior Construction Administration Project Manager.....	\$210.00
Construction Administration Project Manager.....	\$200.00
Construction Administration Project Coordinator.....	\$190.00
Construction Administration Field Representative 2.....	\$165.00
Construction Administration Field Representative 1.....	\$155.00
Entitlements Manager.....	\$160.00
Permitting Coordinator.....	\$150.00

SW+ Surveying

Director.....	\$225.00
Surveying Team Leader.....	\$205.00
Surveying Project Manager.....	\$180.00
Surveying Crew Chief.....	\$140.00
3 Man Survey Crew.....	\$260.00
2 Man Survey Crew.....	\$200.00
Field Rep.....	\$60.00
CAD Technician 4.....	\$155.00
CAD Technician 3.....	\$145.00

CAD Technician 2 .....	\$135.00
CAD Technician 1 .....	\$125.00
<u>GIS</u>	
Director .....	\$275.00
GIS Team Leader .....	\$240.00
GIS Developer .....	\$200.00
GIS Analyst 4 .....	\$190.00
GIS Analyst 3 .....	\$185.00
GIS Analyst 2 .....	\$175.00
GIS Analyst 1 .....	\$165.00

**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 .....	IRS standard mileage rates
<i>(Local area is defined as the metropolitan area of the originating office of the proposal; IRS values reflected in this proposal to match the latest published IRS standard mileage rates)</i>	
Printing of construction and project drawings (\$0.42 per sq ft)	
24 x 36 .....	\$2.52 each
30 x 42 .....	\$3.68 each
36 x 48 .....	\$5.04 each
Color inkjet plotting (\$8.05 per sq ft)	
24 x 36 .....	\$48.30 each
30 x 42 .....	\$70.44 each
36 x 48 .....	\$96.60 each
Black and white inkjet plotting (\$2.10 per sq ft)	
24 x 36 .....	\$12.60 each
30 x 42 .....	\$18.38 each
36 x 48 .....	\$25.20 each
Black and white Xerox copies	
8½ x 11 .....	\$0.22 each
8½ x 14 .....	\$0.27 each
11 x 17 .....	\$0.37 each
Color Xerox copies	
8½ x 11 .....	\$1.10 each
8½ x 14 .....	\$2.80 each
11 x 17 .....	\$3.60 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 Task Order acceptable, as governed by the On Call Agreement between SW+ and the Town of Moncks Corner, 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.



Jason Munday PE  
Vice President

Accepted By:

Please Provide Billing Contact  
Email address:

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Signature and Title

Certified Tabulation of Bids Received for the Town of Moncks Corner, SC  
Winter Street Drainage Improvements Project (RIA State Grant No. S-26-1434)

Item 10.

I, Ryne C. Phillips, certify that this is a true and correct tabulation of bids received on February 4, 2026 (advertised).



SC LLR REGISTRATION NO. 35434, SEAMON, WHITESIDE & ASSOCIATES, INC.



BASE BID			Ashley River Site & Utilities		Braetr Construction		Cherokee		GreenWave Construction		Gulf Stream Construction		IPW Construction Group		Lowcountry Sitework		Sea Island Land Development		Truluck Construction		WE Davis Construction		
Item	Description	Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>GENERAL ITEMS</b>																							
1	Mobilization	1	LS	\$ 27,300.00	\$ 27,300.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00	\$ 22,000.00	\$ 22,000.00	\$ 54,145.74	\$ 54,145.74	\$ 26,703.00	\$ 26,703.00	\$ 90,000.00	\$ 90,000.00	\$ 500.00	\$ 500.00	\$ 45,000.00	\$ 45,000.00	\$ 10,000.00	\$ 10,000.00
2	Mobilization - Subcontractor	1	LS	\$ 16,250.00	\$ 16,250.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 54,145.74	\$ 54,145.74	\$ 21,478.50	\$ 21,478.50	\$ 26,153.30	\$ 26,153.30	\$ 13,800.00	\$ 13,800.00	\$ 22,000.00	\$ 22,000.00	\$ 0.00	\$ 0.00
3	Bonds and Insurance	1	LS	\$ 38,025.00	\$ 38,025.00	\$ 45,000.00	\$ 45,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 32,444.04	\$ 32,444.04	\$ 14,406.85	\$ 14,406.85	\$ 25,000.00	\$ 25,000.00	\$ 4,600.00	\$ 4,600.00	\$ 11,000.00	\$ 11,000.00	\$ 28,000.00	\$ 28,000.00
4	Traffic Control	1	LS	\$ 7,350.00	\$ 7,350.00	\$ 45,000.00	\$ 45,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 49,221.87	\$ 49,221.87	\$ 10,277.14	\$ 10,277.14	\$ 20,000.00	\$ 20,000.00	\$ 10,500.00	\$ 10,500.00	\$ 2,800.00	\$ 2,800.00	\$ 7,000.00	\$ 7,000.00
5	Construction Stakes, Lines and Grades	1	EA	\$ 15,500.00	\$ 15,500.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,500.00	\$ 4,500.00	\$ 34,973.52	\$ 34,973.52	\$ 11,610.00	\$ 11,610.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00
6	Critical Path (CPM) Progress Schedule	1	LS	\$ 6,350.00	\$ 6,350.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00	\$ 10,569.64	\$ 10,569.64	\$ 3,483.00	\$ 3,483.00	\$ 3,500.00	\$ 3,500.00	\$ 420.00	\$ 420.00	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00
7	As-Built Drawings and Record Prints	1	LS	\$ 3,125.00	\$ 3,125.00	\$ 12,000.00	\$ 12,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00	\$ 4,180.12	\$ 4,180.12	\$ 17,415.00	\$ 17,415.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
	<b>Subtotal</b>			<b>\$ 113,900.00</b>		<b>\$ 192,000.00</b>		<b>\$ 112,000.00</b>		<b>\$ 71,500.00</b>		<b>\$ 239,680.67</b>		<b>\$ 105,373.49</b>		<b>\$ 186,653.30</b>		<b>\$ 34,820.00</b>		<b>\$ 91,300.00</b>		<b>\$ 56,000.00</b>	
<b>DEMOLITION, CLEARING, AND EARTHWORK</b>																							
1	Clearing and Grubbing within Right-of-Way	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 45,000.00	\$ 45,000.00	\$ 60,000.00	\$ 60,000.00	\$ 17,500.00	\$ 17,500.00	\$ 4,734.45	\$ 4,734.45	\$ 58,050.00	\$ 58,050.00	\$ 25,000.00	\$ 25,000.00	\$ 9,200.00	\$ 9,200.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00
2	Removal and Disposal of Miscellaneous Items	1	LS	\$ 4,700.00	\$ 4,700.00	\$ 7,500.00	\$ 7,500.00	\$ 12,500.00	\$ 12,500.00	\$ 2,500.00	\$ 2,500.00	\$ 6,309.18	\$ 6,309.18	\$ 2,322.00	\$ 2,322.00	\$ 15,000.00	\$ 15,000.00	\$ 5,071.00	\$ 5,071.00	\$ 5,185.00	\$ 5,185.00	\$ 2,000.00	\$ 2,000.00
3	Removal and Disposal of Existing Asphalt Pavement	335	SY	\$ 45.00	\$ 15,075.00	\$ 13.00	\$ 4,355.00	\$ 30.00	\$ 10,050.00	\$ 15.00	\$ 5,025.00	\$ 16.12	\$ 5,400.20	\$ 25.08	\$ 8,401.80	\$ 20.00	\$ 6,700.00	\$ 3.37	\$ 1,128.95	\$ 10.00	\$ 3,350.00	\$ 9.00	\$ 3,015.00
4	Removal and Disposal of Existing Culvert 7' x 4'	1	EA	\$ 8,350.00	\$ 8,350.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 11,500.00	\$ 11,500.00	\$ 6,604.46	\$ 6,604.46	\$ 11,610.00	\$ 11,610.00	\$ 15,000.00	\$ 15,000.00	\$ 5,370.00	\$ 5,370.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00
5	Unclassified Excavation	760	CY	\$ 28.00	\$ 21,280.00	\$ 25.00	\$ 19,000.00	\$ 35.00	\$ 26,600.00	\$ 20.00	\$ 15,200.00	\$ 34.57	\$ 26,273.20	\$ 34.83	\$ 26,470.80	\$ 45.00	\$ 34,200.00	\$ 21.67	\$ 16,469.20	\$ 60.00	\$ 45,600.00	\$ 14.00	\$ 10,640.00
6	Borrow Excavation	450	CY	\$ 45.57	\$ 20,506.50	\$ 30.00	\$ 13,500.00	\$ 35.00	\$ 15,750.00	\$ 33.00	\$ 14,850.00	\$ 35.11	\$ 15,799.50	\$ 51.09	\$ 22,990.50	\$ 80.00	\$ 36,000.00	\$ 26.92	\$ 12,114.00	\$ 50.00	\$ 22,500.00	\$ 28.00	\$ 12,600.00
7	Muck Excavation	152.205	SY	\$ 52.76	\$ 8,030.34	\$ 18.00	\$ 2,739.69	\$ 40.00	\$ 6,088.20	\$ 27.00	\$ 4,109.54	\$ 27.65	\$ 4,208.47	\$ 34.83	\$ 5,301.30	\$ 80.00	\$ 12,176.40	\$ 14.43	\$ 2,196.32	\$ 35.00	\$ 5,327.18	\$ 22.90	\$ 3,485.49
8	Geotextile, Separation	228.307	SY	\$ 5.00	\$ 1,141.54	\$ 6.00	\$ 1,369.84	\$ 8.00	\$ 1,826.46	\$ 8.00	\$ 1,826.46	\$ 5.28	\$ 1,205.46	\$ 16.26	\$ 3,712.27	\$ 2.00	\$ 456.61	\$ 3.98	\$ 908.66	\$ 4.00	\$ 913.23	\$ 11.50	\$ 2,625.53
9	Geogrid, Stabilization	228.307	SY	\$ 6.50	\$ 1,484.00	\$ 8.00	\$ 1,826.46	\$ 5.00	\$ 1,141.54	\$ 10.00	\$ 2,283.07	\$ 5.95	\$ 1,358.43	\$ 20.90	\$ 4,771.62	\$ 2.00	\$ 456.61	\$ 3.29	\$ 751.13	\$ 7.00	\$ 1,598.15	\$ 30.00	\$ 6,849.21
10	Dewatering System	1	LS	\$ 50,673.00	\$ 50,673.00	\$ 35,000.00	\$ 35,000.00	\$ 102,500.00	\$ 102,500.00	\$ 6,500.00	\$ 6,500.00	\$ 69,988.38	\$ 69,988.38	\$ 29,025.00	\$ 29,025.00	\$ 35,000.00	\$ 35,000.00	\$ 25,695.00	\$ 25,695.00	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00
11	Stone Bridge Lift Material	600	TON	\$ 64.50	\$ 38,700.00	\$ 60.00	\$ 36,000.00	\$ 85.00	\$ 51,000.00	\$ 70.00	\$ 42,000.00	\$ 72.71	\$ 43,626.00	\$ 116.10	\$ 69,660.00	\$ 60.00	\$ 36,000.00	\$ 74.04	\$ 44,424.00	\$ 78.00	\$ 46,800.00	\$ 80.00	\$ 48,000.00
12	Fine Grading	815.101	SY	\$ 9.20	\$ 7,498.93	\$ 8.00	\$ 6,520.81	\$ 15.00	\$ 12,226.52	\$ 5.00	\$ 4,075.51	\$ 22.29	\$ 18,168.60	\$ 13.94	\$ 11,362.51	\$ 10.00	\$ 8,151.01	\$ 4.75	\$ 3,871.73	\$ 6.00	\$ 4,890.61	\$ 18.54	\$ 15,111.97
13	Flowable Fill	10	CY	\$ 327.00	\$ 3,270.00	\$ 225.00	\$ 2,250.00	\$ 400.00	\$ 4,000.00	\$ 220.00	\$ 2,200.00	\$ 321.06	\$ 3,210.60	\$ 638.55	\$ 6,385.50	\$ 300.00	\$ 3,000.00	\$ 587.50	\$ 5,875.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00
	<b>Subtotal</b>			<b>\$ 188,209.30</b>		<b>\$ 187,561.80</b>		<b>\$ 318,682.71</b>		<b>\$ 129,569.57</b>		<b>\$ 206,886.93</b>		<b>\$ 260,063.30</b>		<b>\$ 227,140.64</b>		<b>\$ 133,074.99</b>		<b>\$ 172,164.16</b>		<b>\$ 121,327.21</b>	
<b>PAVING</b>																							
1	Maintenance Stone	100	TON	\$ 58.90	\$ 5,890.00	\$ 60.00	\$ 6,000.00	\$ 70.00	\$ 7,000.00	\$ 67.00	\$ 6,700.00	\$ 53.12	\$ 5,312.00	\$ 11.61	\$ 1,161.00	\$ 50.00	\$ 5,000.00	\$ 75.00	\$ 7,500.00	\$ 70.00	\$ 7,000.00	\$ 85.00	\$ 8,500.00
2	Hot Mix Asphalt Base Course, Type B	30	TON	\$ 403.00	\$ 12,090.00	\$ 270.00	\$ 8,100.00	\$ 240.00	\$ 7,200.00	\$ 300.00	\$ 9,000.00	\$ 315.48	\$ 9,464.40	\$ 402.22	\$ 12,066.60	\$ 220.00	\$ 6,600.00	\$ 402.50	\$ 12,075.00	\$ 165.00	\$ 4,950.00	\$ 400.00	\$ 12,000.00
3	Prime Coat	21.127	GAL	\$ 12.50	\$ 264.09	\$ 100.00	\$ 2,112.70	\$ 33.00	\$ 697.19	\$ 75.00	\$ 1,584.53	\$ 46.21	\$ 976.28	\$ 870.75	\$ 18,396.34	\$ 45.00	\$ 950.72	\$ 11.50	\$ 242.96	\$ 20.00	\$ 422.54	\$ 150.00	\$ 3,169.05
4	Liquid Asphalt Binder PG64-22	3	TON	\$ 937.50	\$ 2,812.50	\$ 425.00	\$ 1,275.00	\$ 660.00	\$ 1,980.00	\$ 750.00	\$ 2,250.00	\$ 634.95	\$ 1,904.85	\$ 870.75	\$ 2,612.25	\$ 650.00	\$ 1,950.00	\$ 862.50	\$ 2,587.50	\$ 700.00	\$ 2,100.00	\$ 800.00	\$ 2,400.00
5	Milling Existing Asphalt Pavement, 2.0"	222.177	SY	\$ 50.00	\$ 11,108.85	\$ 10.00	\$ 2,221.77	\$ 32.50	\$ 7,220.75	\$ 38.00	\$ 8,442.73	\$ 49.39	\$ 10,973.32	\$ 58.05	\$ 12,897.37	\$ 25.00	\$ 5,554.43	\$ 46.00	\$ 10,220.14	\$ 25.00	\$ 5,554.43	\$ 60.00	\$ 13,330.62
6	Hot Mix Asphalt Intermediate Course, Type C	10	TON	\$ 625.00	\$ 6,250.00	\$ 270.00	\$ 2,700.00	\$ 678.00	\$ 6,780.00	\$ 420.00	\$ 4,200.00	\$ 315.48	\$ 3,154.80	\$ 703.14	\$ 7,031.40	\$ 210.00	\$ 2,100.00	\$ 575.00	\$ 5,750.00	\$ 165.00	\$ 1,650.00	\$ 400.00	\$ 4,000.00
7	Hot Mix Asphalt Surface Course, Type C	40	TON	\$ 430.00	\$ 17,200.00	\$ 270.00	\$ 10,800.00	\$ 175.00	\$ 7,000.00	\$ 290.00	\$ 11,600.00	\$ 315.48	\$ 12,619.20	\$ 343.82	\$ 13,752.80	\$ 200.00	\$ 8,000.00	\$ 402.50	\$ 16,100.00	\$ 165.00	\$ 6,600.00	\$ 400.00	\$ 16,000.00
	<b>Subtotal</b>			<b>\$ 55,615.44</b>		<b>\$ 33,209.47</b>		<b>\$ 37,877.94</b>		<b>\$ 43,777.25</b>		<b>\$ 44,404.85</b>		<b>\$ 67,917.76</b>		<b>\$ 30,155.14</b>		<b>\$ 54,475.60</b>		<b>\$ 28,276.97</b>		<b>\$ 59,399.67</b>	
<b>SIGNAGE</b>																							
1	Permanent Construction Signs (Ground Mounted)	504	SF	\$ 14.50	\$ 7,308.00	\$ 35.00	\$ 17,640.00	\$ 10.00	\$ 5,040.00	\$ 10.00	\$ 5,040.00	\$ 12.57	\$ 6,335.28	\$ 75.47	\$ 38,036.88	\$ 25.00	\$ 12,600.00	\$ 6.98	\$ 3,517.92	\$ 25.00	\$ 12,600.00	\$ 10.00	\$ 5,040.00
2	Flat Sheet, Type II, Fixed Size and Message Sign	12	SF	\$ 51.00	\$ 612.00	\$ 35.00	\$ 420.00	\$ 30.00	\$ 360.00	\$ 40.00	\$ 480.00	\$ 33.97	\$ 407.64	\$ 116.10	\$ 1,393.20	\$ 25.00	\$ 300.00	\$ 6.98	\$ 83.76	\$ 25.00	\$ 300.00	\$ 30.00	\$ 360.00
3	U-Section Post for Sign Supports - 3P	60	LF	\$ 25.00	\$ 1,500.00	\$ 20.00	\$ 1,200.00	\$ 17.00	\$ 1,020.00	\$ 30.00	\$ 1,800.00	\$ 29.75	\$ 1,785.00	\$ 116.10	\$ 6,966.00	\$ 25.00	\$ 1,500.00	\$ 6.25	\$ 375.00	\$ 12.00	\$ 720.00	\$ 30.00	\$ 1,800.00
	<b>Subtotal</b>			<b>\$ 9,420.00</b>		<b>\$ 19,260.00</b>		<b>\$ 6,420.00</b>		<b>\$ 7,320.00</b>		<b>\$ 8,527.92</b>		<b>\$ 46,396.08</b>		<b>\$ 14,400.00</b>		<b>\$ 3,976.68</b>		<b>\$ 13,620.00</b>		<b>\$ 7,200.00</b>	
<b>DRAINAGE</b>																							
1	Concrete for Structures - Class 4000 (Culvert)	21.5	CY	\$ 3,700.00	\$ 79,550.00	\$ 1,850.00	\$ 39,775.00	\$ 2,585.00	\$ 55,577.50	\$ 825.00	\$ 17,737.50	\$ 2,588.27	\$ 55,647.81	\$ 3,134.70	\$ 67,396.05	\$ 2,500.00	\$ 53,750.00	\$ 3,616.75	\$ 77,760.13	\$ 750.00	\$ 16,125.00	\$ 1,000.00	\$ 21,500.00
2	Reinforcing Steel for Structures (Roadway)	2,653	LB	\$ 3.19	\$ 8,463.07	\$ 28.00	\$ 74,284.00	\$ 4.50	\$ 11,938.50	\$ 5.00	\$ 13,265.00	\$ 1.92	\$ 5,093.										

Certified Tabulation of Bids Received for the Town of Moncks Corner, SC  
Winter Street Drainage Improvements Project (RIA State Grant No. S-26-1434)

Item 10.

BASE BID			Ashley River Site & Utilities		Braetr Construction		Cherokee		GreenWave Construction		Gulf Stream Construction		IPW Construction Group		Lowcountry Sitework		Sea Island Land Development		Truluck Construction		WE Davis Construction		
Item	Description	Qty.	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
<b>SEDIMENT AND EROSION CONTROL</b>																							
1	Riprap (Class C)	1,000	TON	\$ 127.00	\$ 127,000.00	\$ 135.00	\$ 135,000.00	\$ 155.00	\$ 155,000.00	\$ 125.00	\$ 125,000.00	\$ 120.15	\$ 120,150.00	\$ 229.88	\$ 229,880.00	\$ 100.00	\$ 100,000.00	\$ 122.42	\$ 122,420.00	\$ 160.00	\$ 160,000.00	\$ 175.00	\$ 175,000.00
2	Geotextile for Erosion Control Under Riprap (Class 2) - Type C	285.667	SY	\$ 5.00	\$ 1,428.34	\$ 6.00	\$ 1,714.00	\$ 5.00	\$ 1,428.34	\$ 8.00	\$ 2,285.34	\$ 17.71	\$ 5,059.16	\$ 20.90	\$ 5,970.44	\$ 2.00	\$ 571.33	\$ 4.00	\$ 1,142.67	\$ 4.00	\$ 1,142.67	\$ 21.00	\$ 5,999.01
3	Reset Chain-Link Fence	15	LF	\$ 100.00	\$ 1,500.00	\$ 35.00	\$ 525.00	\$ 40.00	\$ 600.00	\$ 50.00	\$ 750.00	\$ 47.11	\$ 706.65	\$ 75.47	\$ 1,132.05	\$ 100.00	\$ 1,500.00	\$ 191.67	\$ 2,875.05	\$ 100.00	\$ 1,500.00	\$ 30.00	\$ 450.00
4	Permanent Cover	0.216	ACRE	\$ 5,625.00	\$ 1,215.00	\$ 3,000.00	\$ 648.00	\$ 6,100.00	\$ 1,317.60	\$ 13,000.00	\$ 2,808.00	\$ 1,978.47	\$ 427.35	\$ 13,932.00	\$ 3,009.31	\$ 2,000.00	\$ 432.00	\$ 13,311.25	\$ 2,875.23	\$ 2,200.00	\$ 475.20	\$ 9,300.00	\$ 2,008.80
5	Temporary Cover by Seeding	0.108	ACRE	\$ 5,000.00	\$ 540.00	\$ 2,500.00	\$ 270.00	\$ 4,000.00	\$ 432.00	\$ 7,500.00	\$ 810.00	\$ 1,336.81	\$ 144.38	\$ 6,966.00	\$ 752.33	\$ 2,000.00	\$ 216.00	\$ 26,620.20	\$ 2,874.98	\$ 1,200.00	\$ 129.60	\$ 7,200.00	\$ 777.60
6	Fertilizer (Nitrogen)	21.595	LB	\$ 4.08	\$ 88.11	\$ 7.00	\$ 151.17	\$ 7.00	\$ 151.17	\$ 15.00	\$ 323.93	\$ 2.36	\$ 50.96	\$ 2.79	\$ 60.25	\$ 25.00	\$ 539.88	\$ 1.00	\$ 21.60	\$ 3.00	\$ 64.79	\$ 18.00	\$ 388.71
7	Fertilizer (Phosphoric Acid)	21.595	LB	\$ 4.09	\$ 88.32	\$ 7.00	\$ 151.17	\$ 7.00	\$ 151.17	\$ 15.00	\$ 323.93	\$ 2.36	\$ 50.96	\$ 2.79	\$ 60.25	\$ 25.00	\$ 539.88	\$ 1.00	\$ 21.60	\$ 3.00	\$ 64.79	\$ 18.00	\$ 388.71
8	Fertilizer (Potash)	21.595	LB	\$ 4.09	\$ 88.32	\$ 7.00	\$ 151.17	\$ 7.00	\$ 151.17	\$ 15.00	\$ 323.93	\$ 2.36	\$ 50.96	\$ 2.79	\$ 60.25	\$ 25.00	\$ 539.88	\$ 1.00	\$ 21.60	\$ 3.00	\$ 64.79	\$ 18.00	\$ 388.71
9	Agricultural Granular Lime	431.890	LB	\$ 1.07	\$ 462.12	\$ 8.00	\$ 3,455.12	\$ 1.00	\$ 431.89	\$ 2.00	\$ 863.78	\$ 0.74	\$ 319.60	\$ 2.79	\$ 1,204.97	\$ 2.00	\$ 863.78	\$ 1.00	\$ 431.89	\$ 0.50	\$ 215.95	\$ 5.00	\$ 2,159.45
10	Mowing for Seeding	0.648	ACRE	\$ 7,000.00	\$ 4,536.00	\$ 1,600.00	\$ 1,036.80	\$ 150.00	\$ 97.20	\$ 500.00	\$ 324.00	\$ 810.19	\$ 525.00	\$ 1,161.00	\$ 752.33	\$ 1,500.00	\$ 972.00	\$ 5,324.50	\$ 3,450.28	\$ 250.00	\$ 162.00	\$ 500.00	\$ 324.00
11	Tree Protection	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 480.65	\$ 480.65	\$ 3,483.00	\$ 3,483.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 200.00	\$ 200.00
12	Hydraulic Erosion Control Product (HECP) - Type 1	0.196	ACRE	\$ 1,875.00	\$ 367.50	\$ 3,000.00	\$ 588.00	\$ 6,500.00	\$ 1,274.00	\$ 22,000.00	\$ 4,312.00	\$ 1,714.29	\$ 336.00	\$ 10,449.00	\$ 2,048.00	\$ 2,000.00	\$ 392.00	\$ 15,306.00	\$ 2,999.98	\$ 4,500.00	\$ 882.00	\$ 5,000.00	\$ 980.00
13	Inlet Structure Filter - Type A	20	LF	\$ 50.00	\$ 1,000.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 36.10	\$ 722.00	\$ 63.86	\$ 1,277.20	\$ 40.00	\$ 800.00	\$ 17.25	\$ 345.00	\$ 6.00	\$ 120.00	\$ 25.00	\$ 500.00
14	Sediment Tube for Ditch Checks	96	LF	\$ 12.00	\$ 1,152.00	\$ 15.00	\$ 1,440.00	\$ 12.50	\$ 1,200.00	\$ 15.00	\$ 1,440.00	\$ 6.03	\$ 578.88	\$ 29.03	\$ 2,786.88	\$ 35.00	\$ 3,360.00	\$ 14.37	\$ 1,379.52	\$ 11.00	\$ 1,056.00	\$ 12.00	\$ 1,152.00
15	Silt Fence System	634.390	LF	\$ 3.20	\$ 2,030.05	\$ 8.00	\$ 5,075.12	\$ 4.00	\$ 2,537.56	\$ 5.00	\$ 3,171.95	\$ 3.36	\$ 2,131.55	\$ 5.81	\$ 3,685.81	\$ 6.00	\$ 3,806.34	\$ 4.60	\$ 2,918.19	\$ 7.50	\$ 4,757.93	\$ 4.00	\$ 2,537.56
16	Removal of Silt Retained by Silt Fence	158.598	LF	\$ 5.25	\$ 832.64	\$ 2.00	\$ 317.20	\$ 5.00	\$ 792.99	\$ 4.00	\$ 634.39	\$ 8.81	\$ 1,397.25	\$ 1.17	\$ 185.56	\$ 6.00	\$ 951.59	\$ 18.13	\$ 2,875.38	\$ 1.50	\$ 237.90	\$ 6.42	\$ 1,018.20
17	Cleaning Inlet Structure Filters	1	EA	\$ 750.00	\$ 750.00	\$ 350.00	\$ 350.00	\$ 100.00	\$ 100.00	\$ 750.00	\$ 750.00	\$ 361.93	\$ 361.93	\$ 1.17	\$ 1.17	\$ 500.00	\$ 500.00	\$ 387.00	\$ 387.00	\$ 125.00	\$ 125.00	\$ 300.00	\$ 300.00
18	Stabilized Construction Entrance	550	SY	\$ 11.75	\$ 6,462.50	\$ 10.00	\$ 5,500.00	\$ 12.00	\$ 6,600.00	\$ 5.00	\$ 2,750.00	\$ 30.79	\$ 16,934.50	\$ 3.49	\$ 1,919.50	\$ 35.00	\$ 19,250.00	\$ 44.00	\$ 24,200.00	\$ 6.00	\$ 3,300.00	\$ 5.00	\$ 2,750.00
				<b>Subtotal</b>	<b>\$ 150,640.90</b>	<b>\$ 161,772.73</b>		<b>\$ 173,165.07</b>		<b>\$ 148,021.23</b>		<b>\$ 150,427.79</b>		<b>\$ 258,269.30</b>		<b>\$ 138,734.67</b>		<b>\$ 173,739.95</b>		<b>\$ 175,498.59</b>		<b>\$ 197,322.75</b>	
<b>UTILITIES</b>																							
1	Doghouse Manhole	1	EA	\$ 18,250.00	\$ 18,250.00	\$ 6,500.00	\$ 6,500.00	\$ 11,500.00	\$ 11,500.00	\$ 8,500.00	\$ 8,500.00	\$ 23,256.45	\$ 23,256.45	\$ 9,789.56	\$ 9,789.56	\$ 17,500.00	\$ 17,500.00	\$ 8,125.00	\$ 8,125.00	\$ 31,625.00	\$ 31,625.00	\$ 8,000.00	\$ 8,000.00
2	Drop Manhole	1	EA	\$ 17,375.00	\$ 17,375.00	\$ 4,500.00	\$ 4,500.00	\$ 11,500.00	\$ 11,500.00	\$ 8,500.00	\$ 8,500.00	\$ 22,744.05	\$ 22,744.05	\$ 9,789.56	\$ 9,789.56	\$ 15,500.00	\$ 15,500.00	\$ 6,875.00	\$ 6,875.00	\$ 34,552.00	\$ 34,552.00	\$ 8,000.00	\$ 8,000.00
3	Sewer Tie-In to Existing Manhole	1	EA	\$ 7,250.00	\$ 7,250.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,750.00	\$ 1,750.00	\$ 13,974.45	\$ 13,974.45	\$ 5,572.80	\$ 5,572.80	\$ 11,450.00	\$ 11,450.00	\$ 4,000.00	\$ 4,000.00	\$ 30,450.00	\$ 30,450.00	\$ 5,000.00	\$ 5,000.00
4	Sewer Bypass Pumping	1	LS	\$ 17,500.00	\$ 17,500.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 2,000.00	\$ 2,000.00	\$ 46,775.40	\$ 46,775.40	\$ 34,830.00	\$ 34,830.00	\$ 11,450.00	\$ 11,450.00	\$ 11,500.00	\$ 11,500.00	\$ 34,022.00	\$ 34,022.00	\$ 6,000.00	\$ 6,000.00
5	8" PVC Gravity Sewer Main	38	LF	\$ 280.00	\$ 10,640.00	\$ 125.00	\$ 4,750.00	\$ 175.00	\$ 6,650.00	\$ 100.00	\$ 3,800.00	\$ 645.75	\$ 24,538.50	\$ 289.09	\$ 10,985.42	\$ 175.00	\$ 6,650.00	\$ 308.10	\$ 11,707.80	\$ 1,350.00	\$ 51,300.00	\$ 105.00	\$ 3,990.00
6	8" Ductile Iron Gravity Sewer Main	38	LF	\$ 607.00	\$ 23,066.00	\$ 225.00	\$ 8,550.00	\$ 225.00	\$ 8,550.00	\$ 160.00	\$ 6,080.00	\$ 822.15	\$ 31,241.70	\$ 405.19	\$ 15,397.22	\$ 100.00	\$ 3,800.00	\$ 308.10	\$ 11,707.80	\$ 1,465.00	\$ 55,670.00	\$ 105.00	\$ 3,990.00
				<b>Subtotal</b>	<b>\$ 94,081.00</b>	<b>\$ 44,300.00</b>		<b>\$ 92,200.00</b>		<b>\$ 30,630.00</b>		<b>\$ 162,530.55</b>		<b>\$ 86,364.56</b>		<b>\$ 66,350.00</b>		<b>\$ 53,915.60</b>		<b>\$ 237,619.00</b>		<b>\$ 34,980.00</b>	
	<b>BASE BID TOTAL =</b>			<b>\$ 914,042.70</b>		<b>\$ 946,003.00</b>		<b>\$ 999,941.72</b>		<b>\$ 722,380.55</b>		<b>\$ 1,085,086.00</b>		<b>\$ 1,261,660.51</b>		<b>\$ 939,000.00</b>		<b>\$ 702,800.07</b>		<b>\$ 1,050,277.71</b>		<b>\$ 691,075.62</b>	

**Comment/Adjustments**

The following mathematical errors were corrected using the item quantity multiplied by the bidder's unit price: Demolition, Clearing, and Earthwork - Item 9 total price revised from \$1,483.99 to \$1,484.00, Paving - Item 3 total price revised from \$264.08 to \$264.09, Item 5 total price revised from \$11,108.50 to \$11,108.85, Sediment and Erosion Control - Item 7 total price revised from \$88.33 to \$88.32, Item 8 total price revised from \$88.33 to \$88.32, Item 9 total price revised from \$457.80 to \$462.12, Item 16 total price revised from \$832.63 to \$832.64. The sum of the items total price was corrected and the Base Bid total has been revised from \$914,038.03 to \$914,042.70.

The sum of the items total price was corrected and the Base Bid total has been revised from \$999,941.75 to \$999,941.72.

The following mathematical errors were corrected using the item quantity multiplied by the bidder's unit price: Drainage - Item 1 total price revised from \$77,760.12 to \$77,760.13, Sediment and Erosion Control - Item 3 total price revised from \$2,875.00 to \$2,875.05, Item 6 total price revised from \$21.59 to \$21.60, Item 7 total price revised from \$21.59 to \$21.60, Item 8 total price revised from \$21.59 to \$21.60, Item 10 total price revised from \$3,450.27 to \$3,450.28, Item 12 total price revised from \$2,999.97 to \$2,999.98, Utilities - Item 5 total price revised from \$11,707.99 to \$11,707.80, Item 6 total price revised from \$11,707.99 to \$11,707.80. The sum of the items total price was corrected and the Base Bid total has been revised from \$704,800.07 to \$702,800.07.

The unit price for Drainage - Item 9 has been corrected from \$92.00 to \$1,875.00 in order equal the Bidder's total price submitted for this item. This was done to correct a clerical error in the Bidder's submitted unit price.

The following mathematical errors were corrected using the item quantity multiplied by the bidder's unit price: Demolition, Clearing and Earthwork - Item 7 total price revised from \$3,485.50 to \$3,485.49, Item 8 total price revised from \$2,625.50 to \$2,625.53, Item 12 total price revised from \$15,112.00 to \$15,111.97, Paving - Item 7 total price revised from \$4,000 to \$16,000, Sediment and Erosion Control - Item 2 total price revised from \$5,999.00 to \$5,999.01, Item 16 total price revised from \$1,018.00 to \$1,018.20. The sum of the items total price was corrected and the Base Bid total has been revised from \$679,075.42 to \$691,075.62.

# South Carolina Business Opportunities

Item 10.

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

**Ad Category:** Construction

**Ad Start Date:** January 5, 2026

**Agency/Owner:** Town of Moncks Corner

**Project Name:** Drainage Improvements, Winter St

**Project Number:** N/A

**Construction Cost Range:** N/A

**Project Location:** Moncks Corner, SC

**Description of Project/Services:**

The project is located on Winter Street at the California Branch crossing in the Town of Moncks Corner. Work will include but will not necessarily be limited to replacement of a stormwater box culvert and associated drainage infrastructure, sewer pipe and structure relocation, repaving of a portion of Winter Street, wall demolition and regrading of stream embankment, and all other associated activities. Base bids will cover the entire project.

**Bid/Submittal Due Date & Time:** February 4, 2026 - 2:00pm

**Number of Bid/Submittal Copies:** 1

**Project Delivery Method:** Design-Bid-Build

**Agency Project Coordinator:** Ryne Phillips

**Email:** rphillips@seamonwhiteside.com

**Telephone:** (843) 884-1667 ext. 212

**Documents May Be Obtained From:** [www.bidroom.duncanparnell.com](http://www.bidroom.duncanparnell.com)

**Project Details:** <https://seamonwhiteside.sharefile.com/d-s69bffc0e0e644bf19a5c1fe0caab44ba>

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South Carolina Business Opportunities • SCBO Team • 1333 Main Street, Suite 700 • Columbia, SC 29201  
803-737-0600 • [scbo@mmo.sc.gov](mailto:scbo@mmo.sc.gov) • <https://scbo.sc.gov> • <https://procurement.sc.gov>





## W.E. DAVIS CONSTRUCTION

143 Rocker Ln.  
Moncks Corner SC 29461  
PH: 843.200-5849

General Contractor License # 111580



Item 10.

---

February 10<sup>th</sup>, 2026

Town Of Moncks Corner  
Engineer Kevin Herren, Seamon Whiteside

Job: Winter street drainage project

William E. Davis III, owner of W. E. Davis Construction Company made a clerical error on the bid form for the referenced job. Drainage Item 8 (9'x5' P.C. Box Culvert). The clerical error was for the unit price for this item, \$92.00 was written as the same number shown as the item quantity, and the unit price should be \$1875.00 per linear foot to equal the written total price shown on the bid.

Thank you for the opportunity of offering our services to you.

Sincerely, 

William E. Davis III/ Owner

February 10, 2026

Jeffrey W. Lord  
Town Administrator  
Town of Moncks Corner, SC  
118 Carolina Avenue, Moncks Corner, SC 29461

Re: **Recommendation of Award**  
Town of Moncks Corner Winter Street Drainage Improvements Project (RIA State Grant No. S-26-1434)

Dear Mr. Lord,

On February 4, 2026, ten bids were received for the referenced project. The lowest bid received was from W.E. Davis Construction with a base bid amount of \$679,075.42 before any adjustments were made.

Review and tabulation of the bid was completed by checking the multiplication of bid quantity and unit price, the sum of the costs for each bid subcategory, and the maximum unit price specified for items within the Contract Documents.

Discrepancies were noted in six (6) line items of the low bidder's base bid due to mathematical error between the product of the listed quantities and Bidder's provided unit price. These errors were corrected and described in the attached Certified Bid Tabulation. Five out of the six mathematical errors resulted in a total price change of less than \$1.00 for the associated item. The largest revision was for Item 7 in the paving items, which resulted in a total item price increase of \$12,000. The corrections noted were deemed minor and acceptable by the Town and Engineer, and it is to be noted that the mathematical corrections did not change W.E. Davis Construction from being the low bidder. As a result of these corrections, the revised total base bid is \$691,075.62.

The largest discrepancy noted within the bid tab was Item 8 of the drainage items, which is the box culvert item and represents a major portion of the project scope. The bidder submitted a unit price of \$92.00 and a total price of \$172,500.00. The provided unit price mathematically results in a total price of \$8,464 for this item, which is \$164,036 less than the provided total price for the item. W.E. Davis Construction has provided a written letter describing this as a clerical error that has been attached.

This item has been deemed a "mistake of fact" (or clerical error) and corrected to a unit price of \$1,875.00 to equal the provided total item price of \$172,500.00 and aligns with South Carolina Office of State Engineer Manual for Planning and Execution of State Permanent Improvements (2023 Edition), Chapter 6, Section 6.8.C for the following reasons:

- The unit price provided matches the item quantity of 92.00 exactly.
- The error would result in a reduction of \$164,036 in the bidder's total base bid and clearly represents a substantial loss for the bidder and a majority of the project cost.
- The upward correction does not change the position of the low bidder.

Cost reasonableness was evaluated for the received bid and was deemed to be reasonable per our review. The Preliminary Opinion of Probable Cost for the project that was submitted with the grant application stated a total construction cost with contingencies at approximately \$1.6 million. The total bid is within an acceptable price range to the preliminary estimate and is considered to be reasonable against current market conditions.

February 10, 2026  
Recommendation of Award  
Winter Street Drainage Improvements (RIA State Grant No. S-26-1434)  
Page 2 of 2



Item 10.

Based upon review of the submitted qualifications, we feel that W.E. Davis Construction is a qualified and responsible contractor capable of performing the work. Seamon, Whiteside & Associates, Inc. hereby recommends that the base bid be awarded to the low bidder, W.E. Davis Construction at a total Contract price of \$691,075.62.

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

Sincerely,

Seamon, Whiteside & Associates, Inc.

A handwritten signature in blue ink that reads "Ryne C. Phillips".

Ryne C. Phillips, PhD, PE  
Director | Water Resources

Enclosures:

- Certified Bid Tabulation
- W.E. Davis Construction Clerical Error Letter

**TOWN OF MONCK'S CORNER REGULAR MEETING**  
**Tuesday, February 17, 2026**

**Title:** Winter Street Drainage Improvements

**Background:**

We solicited bids January 5, 2026, and received them on February 4<sup>th</sup>.

Ten bids were received as shown in the Certified Bid Tab, with W.E. Davis Construction being the low bidder at \$691,075.62. There were two other bids within \$30,000, and the engineer has reviewed the bid and the company, and there is no indication that there are performance concerns.

This project is funded in part by a Rural Infrastructure Authority (RIA) Grant for \$1,205,970 with the balance coming from a County Transportation Committee allocation of \$422,867.10. This leaves \$876,862 available for change orders.

- Exhibits:** SCBO Ad  
Engineer Recommendation  
Clerical Error Letter  
Certified Bid Tab

<b>Funding:</b>	RIA Grant	\$1,205,970
	CTC	\$422,867.10

**Town Council action requested:** Consider approval of the low bid from W.E. Davis Construction being the low bidder at \$691,075.62 for Winter Street Drainage Improvements and authorize staff to approve change orders that reduce the cost of the project or do not increase the project more than the total available grants.

**Staff recommendation:** Approval of the low bid from W.E. Davis Construction being the low bidder at \$691,075.62 for Winter Street Drainage Improvements and authorize staff to approve change orders that reduce the cost of the project or do not increase the project more than the total available grants.

**TOWN OF MONCKS CORNER REGULAR MEETING**  
**Tuesday, February 17, 2026**

**Title:** Consideration of an Intergovernmental Agreement for Shared use of Property for Public Parking

**Background:**

Council is asked to consider approval of an Intergovernmental Agreement between the Town of Moncks Corner, Berkeley County, and the Berkeley County School District for the shared use of adjoining properties to develop, operate, and maintain a public parking facility.

The purpose of the agreement is to increase available public parking in the downtown area in a manner that supports governmental operations, School District needs, and community activities. The agreement allows the Town, County, and School District to coordinate the use of portions of their respective properties while each party retains ownership of its parcel.

Under the agreement, the Town will serve as the lead entity for design, permitting, construction coordination, and long-term maintenance of the shared parking area. The Town has also received grant funding for the project. Berkeley County will contribute in-kind support for grading and paving, while the School District will have no financial or in-kind obligation for development or maintenance.

The parking area will be available for general public use during designated hours. The agreement preserves priority, non-exclusive weekday access for School District employees on the portion of the parking area located on School District property during normal business.

The agreement has an initial term of twenty (20) years with automatic ten-year renewals, unless a party elects not to renew or the agreement is otherwise terminated in accordance with its terms. Each party remains responsible for liability insurance related to its own property and operations, and the agreement does not create a joint venture or transfer of property ownership.

Approval of this agreement formalizes an intergovernmental partnership that expands public parking capacity, supports downtown activity, and leverages shared resources without requiring property transfers or financial commitments from all parties.

**Exhibits:** Intergovernmental Agreement for the shared use of property for public parking  
Concept Drawing

**Funding:** N/A

**Town Council action requested:** Consider approval of Intergovernmental Agreement for the shared use of property for public parking.

**Staff recommendation:** Approval of Intergovernmental Agreement for the shared use of property for public parking.

**INTERGOVERNMENTAL AGREEMENT  
FOR SHARED USE OF PROPERTY FOR PUBLIC PARKING  
BY AND BETWEEN  
THE TOWN OF MONCKS CORNER,  
BERKELEY COUNTY, AND  
BERKELEY COUNTY SCHOOL DISTRICT**

This Intergovernmental Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Moncks Corner (“Town”), a municipal corporation organized and existing under the laws of the State of South Carolina; Berkeley County (“County”), a political subdivision of the State of South Carolina; and the Berkeley County School District (“School District”), a public school district established under the laws of the State of South Carolina (collectively, the “Parties”).

**RECITALS**

WHEREAS, the Town, County, and School District each own certain parcels of real property located in the Town of Moncks Corner, Berkeley County, South Carolina;

WHEREAS, the Parties recognize a mutual need and public benefit in increasing access to public parking to support civic, educational, and community activities;

WHEREAS, the Parties desire to coordinate the use and development of portions of their respective properties for the creation and maintenance of a shared public parking facility;

WHEREAS, the South Carolina Constitution and laws authorize intergovernmental cooperation among local governments and school districts to provide public services more efficiently and economically;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

---

**ARTICLE I  
PROPERTY DESCRIPTION AND PURPOSE**

**1.1 Subject Properties.** The properties that are the subject of this Agreement are more particularly described in *Exhibit A* (attached hereto and incorporated herein), which includes all or a portion of the following parcels: Berkeley County TMS No. 142-07-02-009 (“County Parcel”), TMS No. 142-07-02-011 (“School District Parcel”), and TMS No. 142-07-02-006 (“Town Parcel”) (with County Parcel, School District Parcel, and Town Parcel being collectively referred to as the “Subject Properties”).

1.2 **Purpose.** The Parties agree to coordinate the use of the Subject Properties for the development, operation, and maintenance of a shared public parking facility (“Public Parking Area”) to serve governmental, school, and community purposes.

---

## **ARTICLE II DESIGN AND DEVELOPMENT**

2.1 **Design Coordination.** The Town shall, at its sole cost and expense, be responsible for undertaking the design of the Public Parking Area and all associated landscaping and signage, with all designs subject to the final written approval of the County and School District.

2.2 **Funding.** County and School District shall support Town’s grant efforts to obtain funding for the Public Parking Area, at no cost to County and School District. County will contribute in-kind work for grading and paving of the Public Parking Area. School District shall bear no financial or in-kind obligations for funding and development of the Public Parking Area

2.3 **Permitting.** The Town shall serve as the lead agency for obtaining any required local permits, with support from the County and School District as needed, at no cost to County and School District.

---

## **ARTICLE III USE AND MAINTENANCE**

3.1 **Public Use.** The Public Parking Area shall be available for general public use during designated hours, subject to reasonable regulations to be agreed upon by the Parties. Notwithstanding the foregoing, designated employees of School District shall have unrestricted access to and non-exclusive use of the portion of the Public Parking Area located on the School District Parcel from Monday through Friday from 6:00 am to 5:00 pm.

3.2 **Maintenance Responsibilities.** The Town shall be responsibilities for all ongoing repair and maintenance of the Subject Properties and Public Parking Area, including portions of the Public Parking Area located on the County Parcel and School District Parcel. The Town shall promptly repair any damage to the School District Parcel caused by the construction, maintenance or repair of the Public Parking Area, subject to School Districts sole and absolute satisfaction.

3.3 **Liability and Insurance.** Each Party shall maintain liability insurance for its respective property and operations thereof, and shall name the other Parties as additional insureds to the extent reasonably available.

---

## ARTICLE IV TERM AND TERMINATION

4.1 **Term.** This Agreement shall commence on the Effective Date and continue for an initial term of twenty (20) years, after which time this Agreement shall be automatically extended for successive periods of ten (10) years each, unless (i) any Party provides prior written notice of its election not to renew this Agreement no less than one hundred eighty (180) days prior to the expiration of the then current term, or (ii) as otherwise sooner terminated pursuant to the terms provided herein.

4.2 **Termination for Cause.** Any Party may terminate this Agreement upon a material breach of any Party's obligations set forth in this Agreement where such breach shall continue for a period of one hundred twenty (120) days after written notice from a non-defaulting Party to the defaulting Party; provided, however, that if the nature of said material breach is such that more than one hundred twenty (120) days are reasonably required to cure, then the defaulting Party shall not be deemed to have breached its obligations set forth in this Agreement if such defaulting Party commences such cure within such one hundred twenty (120) day period and thereafter diligently pursues such cure to completion, and completes the same within two hundred forty (240) days.

4.3 **Termination Without Cause.** This Agreement may be terminated without cause by mutual written consent of all Parties.

4.4 **Disposition Upon Termination.** Upon termination of this Agreement, the Parties shall cooperate in restoring exclusive control over their respective parcels unless otherwise agreed.

---

## ARTICLE V MISCELLANEOUS

5.1 **Amendments.** This Agreement may only be amended in writing and signed by all Parties.

5.2 **No Joint Venture.** Nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship.

5.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

5.4 **Dispute Resolution.** The Parties agree to work in good faith to resolve any disputes through informal negotiation prior to pursuing formal legal remedies.

5.5 **Entire Agreement.** This Agreement constitutes the entire understanding among the Parties and supersedes all prior negotiations and understandings.

5.6 **Successors and Assigns.** The terms, conditions, and obligations of this Agreement shall be binding on and inure to the benefit of the Parties, its successors and assigns.

---

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF MONCKS CORNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BERKELEY COUNTY**

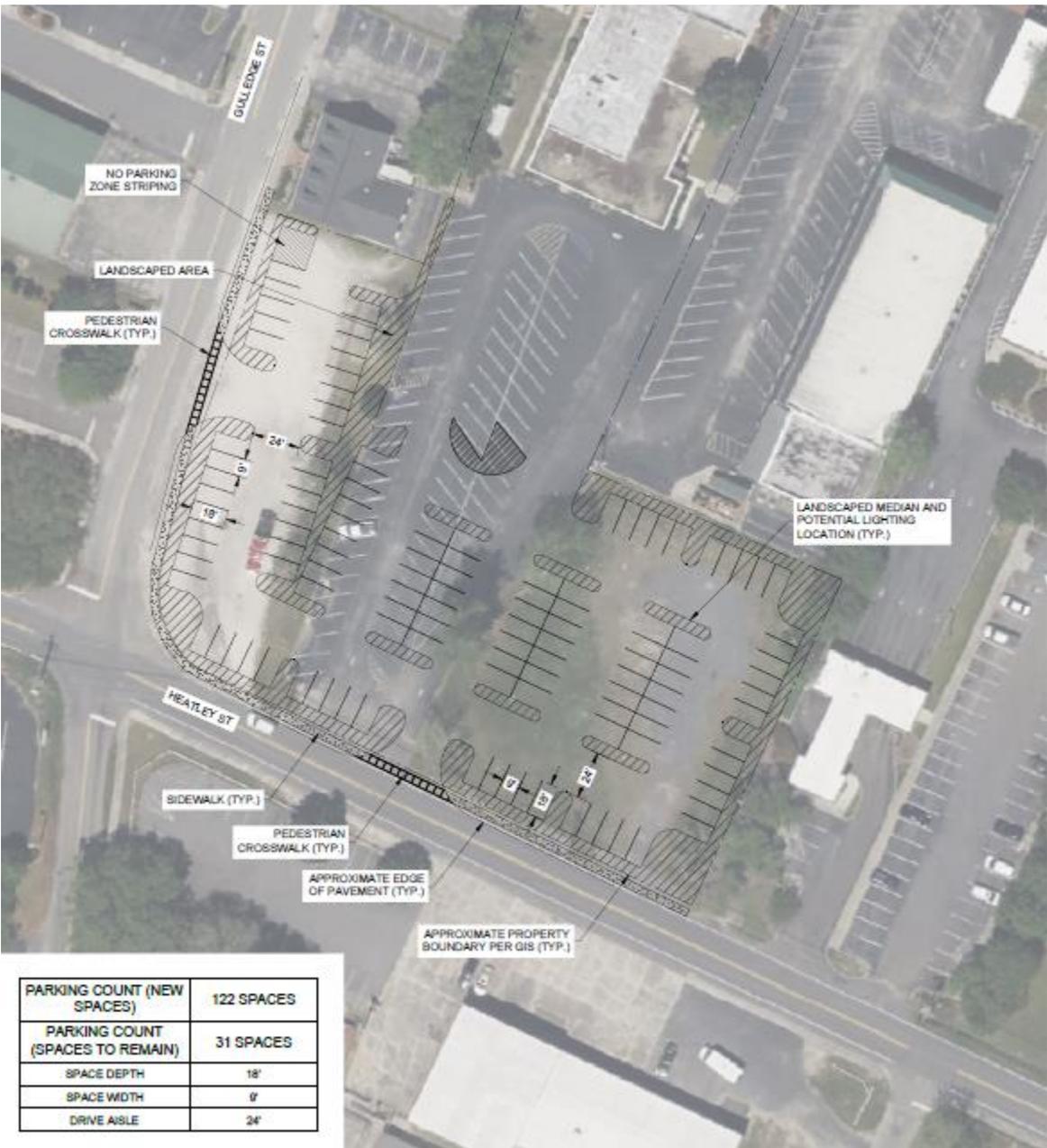
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**BERKELEY COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

---

Exhibit A – Maps of Public Parking Area



PARKING COUNT (NEW SPACES)	122 SPACES
PARKING COUNT (SPACES TO REMAIN)	31 SPACES
SPACE DEPTH	18'
SPACE WIDTH	9'
DRIVE AISLE	24'



PROJECT NAME: GULLEDGE AND HEATLEY ST  
 PROJECT #: 11339  
 PROJECT LOCATION: MONCKS CORNER, SC  
 DATE: 08/05/2025



CONCEPTUAL PARKING EXHIBIT



**TOWN OF MONCKS CORNER REGULAR MEETING**  
**Tuesday, February 17, 2026**

**Title:** Intergovernmental Easement Agreement – Dr. William Lacey Memorial Park

**Background:**

Berkeley County owns Tax Map Parcel #142-06-04-030, which is adjacent to Town-owned property identified as Tax Map Parcel #142-06-04-029. The Town is seeking a perpetual, non-exclusive access easement over a defined portion of the County's property to support access and parking-related improvements for Dr. William Lacey Memorial Park.

The easement will allow the Town to:

- Construct and maintain access drives and parking improvements
- Improve public access to the park
- Support recreational use of the facility
- Enhance overall functionality and safety of the site

The easement area is depicted on the survey titled "Access Easement Area, Dr. William Lacey Memorial Park," which is incorporated as Exhibit A to the agreement.

This agreement formalizes the Town's legal right to improve and maintain access and parking infrastructure that directly supports Dr. William Lacey Memorial Park..

**Exhibits:** Intergovernmental Easement Agreement  
Easement Exhibit

**Funding:** N/A

**City Council action requested:** Approve the Intergovernmental Easement Agreement with Berkeley County and authorize the Mayor to execute the agreement on behalf of the Town.

# INTERGOVERNMENTAL EASEMENT AGREEMENT

This Intergovernmental Easement Agreement (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20 (the "Effective Date"), by and between **Berkeley County, South Carolina**, a political subdivision of the State of South Carolina ("County"), and the **Town of Moncks Corner, South Carolina**, a municipal corporation of the State of South Carolina ("Town"). The County and the Town may be referred to individually as a "Party" and collectively as the "Parties."

---

## RECITALS

WHEREAS, the County is the owner of certain real property located in Berkeley County, South Carolina, identified by Berkeley County Tax Map System Number **142-06-04-030** (the "County Property"); and

WHEREAS, the Town is the owner of certain real property located in Berkeley County, South Carolina, identified by Berkeley County Tax Map System Number **142-06-04-029** (the "Town Property"); and

WHEREAS, the County Property and the Town Property are adjacent or in close proximity, and the Town desires to obtain an easement over a portion of the County Property for access and parking-related improvements associated with **Dr. William Lacey Memorial Park**; and

WHEREAS, the area to be subject to the easement is depicted and described on a survey entitled "**Access Easement Area, Dr. William Lacey Memorial Park**", which shows the **Proposed Access Easement Area** (the "Easement Area"); and

WHEREAS, the County is willing to grant to the Town a non-exclusive easement over the Easement Area, subject to the terms and conditions set forth herein, for the public purpose of improving access to and parking for **Dr. William Lacey Memorial Park**; and

WHEREAS, this Agreement is entered into pursuant to the authority granted to counties and municipalities under South Carolina law, including the Home Rule Act and applicable intergovernmental cooperation statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

---

## 1. GRANT OF EASEMENT

1.1 **Easement Granted.** The County hereby grants and conveys to the Town, its successors and assigns, a perpetual, non-exclusive easement over, across, and upon the Easement Area, as shown on the survey entitled "*Access Easement Area, Dr. William Lacey Memorial Park,*" for the purposes described in this Agreement (the "Easement").

1.2 **Description of Easement Area.** The Easement Area shall consist of the area labeled "Proposed Access Easement Area" on the referenced survey, which survey is incorporated herein by reference as if fully set forth.

---

## 2. PURPOSE AND USE OF EASEMENT

2.1 **Permitted Use.** The Easement is granted for the purpose of allowing access to the Town Property and Dr. William Lacey Memorial Park, including, but not limited to, the construction, installation, use, operation, maintenance, repair, and replacement of access drives, parking areas, parking improvements, and related appurtenances within the Easement Area (collectively, the "Improvements").

2.2 **Public Use.** The Parties acknowledge that the Easement and Improvements serve a public purpose and are intended for public use in connection with municipal and county recreational facilities.

2.3 **Non-Exclusive Use.** The Easement is non-exclusive, and the County reserves the right to use the Easement Area in any manner that does not materially interfere with the Town's rights under this Agreement.

---

## 3. CONSTRUCTION AND MAINTENANCE

3.1 **Construction of Improvements.** The Town shall be responsible, at its sole cost and expense, for the design, permitting, and construction of any Improvements within the Easement Area.

**3.2 Maintenance and Repair.** The Town shall be responsible for the ongoing maintenance, repair, and upkeep of the Improvements within the Easement Area, so as to keep the Easement Area in a safe and reasonably clean condition.

**3.3 Compliance with Laws.** All construction and maintenance activities undertaken by the Town within the Easement Area shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

---

## **4. NO TRANSFER OF OWNERSHIP**

Nothing in this Agreement shall be construed as a conveyance of fee simple title or any ownership interest in the County Property. The County retains full ownership of the County Property, subject only to the Easement granted herein.

---

## **5. INDEMNIFICATION AND LIABILITY**

**5.1 Indemnification.** To the extent permitted by South Carolina law and the South Carolina Tort Claims Act, the Town agrees to indemnify and hold harmless the County from and against any claims, damages, losses, or expenses arising out of the Town's use of the Easement Area or the construction, use, or maintenance of the Improvements, except to the extent caused by the gross negligence or willful misconduct of the County.

**5.2 No Waiver of Immunities.** Nothing in this Agreement shall be construed as a waiver of any immunities, defenses, or limitations of liability available to either Party under the South Carolina Tort Claims Act or other applicable law.

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## **6. TERM AND TERMINATION**

**6.1 Term.** The Easement granted herein shall be perpetual unless otherwise terminated in accordance with this Agreement.

**6.2 Termination.** The Easement may be terminated by mutual written agreement of the Parties or by operation of law if the Easement Area is no longer used for the purposes stated herein and the Town formally abandons the Easement.

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## **7. RECORDATION**

This Agreement may be recorded in the Office of the Register of Deeds for Berkeley County, South Carolina. The Town shall be responsible for any costs associated with recordation.

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## 8. MISCELLANEOUS

**8.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

**8.2 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the Easement and supersedes all prior negotiations or understandings, whether written or oral.

**8.3 Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

**8.4 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**8.5 Authority.** Each Party represents that it has full authority to enter into this Agreement and to perform its obligations hereunder.

---

## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Easement Agreement as of the Effective Date first written above.

### BERKELEY COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### TOWN OF MONCK'S CORNER, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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*Exhibit A: Survey entitled "Access Easement Area, Dr. William Lacey Memorial Park" showing Proposed Access Easement Area*

# South Carolina Business Opportunities

Item 13.

Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

**Ad Category:** Construction

**Ad Start Date:** May 14, 2025

**Agency/Owner:** Town of Moncks Corner

**Project Name:** RFQ: Town Hall & Fire Station 1 Expansion

**Project Number:** n/a

**Construction Cost Range:** n/a

**Project Location:** Moncks Corner

**Description of Project/Services:**

Town currently in design phase for ~20,000 ft2 Town Hall & 11,000 ft2 Fire Station expansion. Renovations w/ additions to both buildings during multi-staged phasing process to keep Town Hall/Fire/Police fully functioning. Done in two phases to the extent approved by the Town. To provide pre-construction services and CM services for the project throughout the construction phases. Need 3 printed copies & 1 electronic copy (PDF on USB drive) of your statement.

**Bid/Submittal Due Date & Time:** June 3, 2025 - 2:00pm

**Number of Bid/Submittal Copies:** 4

**Project Delivery Method:** CM-R

**Agency Project Coordinator:** Jeff Lord

**Email:** (843) 719-7910

**Telephone:** jeff.lord@monckscornersc.gov

**Documents May Be Obtained From:** <https://monckscornersc.gov/government/administration>

**Project Details:** <https://monckscornersc.gov/government/administration>

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South Carolina Business Opportunities • SCBO Team • 1333 Main Street, Suite 700 • Columbia, SC 29201  
803-737-0600 • [scbo@mmo.sc.gov](mailto:scbo@mmo.sc.gov) • <https://scbo.sc.gov> • <https://procurement.sc.gov>



**Evaluation Summary**

CM@R

Reviewer	<u>CM@R RFQ</u>					D
	A	B	C	D	D	
Justin Westbrook	3	4	1	5	2	
Marilyn Baker	2	5	1	4	3	
Chief Mixon	1	5	3	4	2	
Chief Gass	2	3	1	5	4	
<b>Average</b>	2.0	4.3	1.7	4.3	3.0	
RANKING OF FIRMS (1, 2, 3, 4.....)	2	5	1	5	3	
FIRM NAMES:						
<b>A Reeves and Young</b>						
<b>B J Davis Construction</b>						
<b>C Eddifice Construction</b>						
<b>D Leitner</b>						
<b>E Mashburn</b>						



# AIA<sup>®</sup> Document C403™ – 2021

## Standard Form of Agreement Between Client and Consultant for Design Assist Services

**AGREEMENT** made as of the 4th day of February in the year 2026  
(In words, indicate day, month, and year.)

**BETWEEN** the Client:  
(Name, legal status, address, role on Project, and other information)

Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

and the Consultant:  
(Name, legal status, address, and other information)

Edifice, LLC  
401 Seacoast Parkway  
Mount Pleasant, SC 29464  
843-428-1900  
South Carolina General Construction Manager License #557  
South Carolina General Contracting License #11206

Consultant's trade or discipline:

Preconstruction Services

The Client has made  
(Paragraphs deleted)  
a separate agreement with the following Project Participant:  
(Name, legal status, address, and other information)

Creech & Associates  
1000 W. Morehead Street, Suite 120  
Charlotte, NC 28208  
704-376-6000

for the following Project:  
(Include detailed description of Project, location, address, and scope.)

Town of Moncks Corner New Town Hall  
118 Carolina Avenue  
Moncks Corner, SC 29461

The Client and Consultant agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

**1 GENERAL PROVISIONS**

**2 CONSULTANT’S RESPONSIBILITIES**

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**4 ADDITIONAL SERVICES**

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**6 COPYRIGHTS AND LICENSES**

**7 CLAIMS AND DISPUTES**

**8 TERMINATION OR SUSPENSION**

**9 MISCELLANEOUS PROVISIONS**

**10 COMPENSATION**

**11 SPECIAL TERMS AND CONDITIONS**

**12 SCOPE OF THE AGREEMENT**

**ARTICLE 1 GENERAL PROVISIONS**

§ 1.1 The Client and the Consultant enter into this Agreement to establish the responsibilities of the Parties, and terms and conditions under which the Consultant shall provide Preconstruction Services to the Client for the Project.

§ 1.2 The Client and the Consultant agree to contribute their knowledge, skills, and services toward the Preconstruction Services, and to work together, and with other Project Participants, for the purposes identified in this Agreement.

**§ 1.3 Definitions**

§ 1.3.1 Preconstruction Services. Preconstruction Services include all services performed by the Consultant under this Agreement.

§ 1.3.2 Deliverables. Deliverables include Instruments of Service and other information or documentation that the Consultant is obligated to submit to the Client under this Agreement.

§ 1.3.3 Preconstruction Submissions. Preconstruction Submissions include Instruments of Service and other information or documentation that the Client is obligated to submit to one or more Project Participants to assist with the design of the Project.

§ 1.3.4 Project Participants. Project Participants are entities who design or perform services to assist with the design of the Project. Project Participants may include the Owner and its consultants, the Architect and its consultants, the Construction Manager, Contractor, Subcontractors, or suppliers.

§ 1.4 The terms of the Prime Contract are not incorporated in this Agreement.  
*(Paragraphs deleted)*

§ 1.5 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

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§ 1.5.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.6 The Client identifies the following representative in accordance with Section 5.4:  
(List name, address, and other information.)

Jeff Lord, Town Administrator  
[Jeff.lord@monckscorner.gov](mailto:Jeff.lord@monckscorner.gov)  
118 Carolina Avenue  
Moncks Corner, SC 29461

§ 1.7 The Consultant identifies the following representative in accordance with Section 2.14:  
(List name, address, and other information.)

Josh Spencer, Regional Vice President  
[jspencer@edificeinc.com](mailto:jspencer@edificeinc.com)  
401 Seacoast Parkway  
Mount Pleasant, SC 29464

## ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall be licensed, if required in the jurisdiction where the Project is located.

§ 2.2 The Consultant shall exercise reasonable care in performing its Preconstruction Services.

§ 2.3 As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Client's review and approval, a schedule for the performance of the Consultant's obligations under this Agreement. Once approved, the Client shall incorporate the approved schedule into the schedule the Client prepares in accordance with Section 5.1.

§ 2.4 The Consultant shall perform its services in coordination with the Client and other Project Participants in order to avoid unreasonable delay in the orderly and sequential progress of the services provided by the Client and other Project Participants.

§ 2.5 The Consultant shall review documents and information furnished by the Client, and furnished by other Project Participants through the Client, that relate to the Preconstruction Services and provide prompt written notice to the Client if the Consultant observes or otherwise becomes aware of any errors, omissions, or inconsistencies between such documents and information and the Preconstruction Services. The Consultant is not required to ascertain that the documents or information are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Consultant shall promptly report in writing to the Client any nonconformity discovered by or made known to Consultant.

§ 2.6 The Consultant shall review laws, codes, and regulations applicable to the Consultant's services.

§ 2.7 The Consultant shall provide Deliverables to the Client in accordance with the protocols established pursuant to Section 1.5 or, in the absence of such protocols, in the format the Client reasonably requires.

§ 2.8 If the Consultant is notified of, or becomes aware of, any changes in the Instruments of Service prepared by other Project Participants, the Consultant shall review the changes to determine if they affect the Preconstruction Services. If the changes affect the Preconstruction Services, the Consultant shall review the changes with the Client and, where appropriate, accommodate such changes in the Deliverables. If the Consultant requests an adjustment to time or compensation, the Consultant shall request the Client's written authorization in accordance with Article 4.

§ 2.9 The Consultant shall recommend to the Client any appropriate investigations, surveys, tests, analyses, reports, and services of other consultants that should be obtained for the proper execution of the Preconstruction Services.

§ 2.10 The Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of documents, services, and information furnished by the Client and other Project Participants.

§ 2.11 The Consultant shall request that the Client provide any additional information necessary for the Consultant to comply with its obligations under this Agreement.

§ 2.12 If requested by the Client, the Consultant shall participate in discussions, meetings, and other communications with the other Project Participants. The Client expects the Consultant to correspond and coordinate with Project Participants, and share that correspondence with Client when necessary.

§ 2.13 If the Client is obligated to provide Preconstruction Submissions to one or more Project Participants pursuant to Section 5.8, and provides those Preconstruction Submissions to the Consultant, the Consultant shall review the Preconstruction Submissions for the limited purpose of evaluating how the Deliverables or other Preconstruction Services have been incorporated into the Preconstruction Submissions. Based on that review, the Consultant shall advise the Client of any errors or inconsistencies and provide other input, recommendations, and feedback on the Preconstruction Submissions, by the response date requested by the Client.

§ 2.14 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.

§ 2.15 The Consultant is an independent contractor. The Consultant is responsible for methods and means used in performing the Preconstruction Services and is not an employee, agent, or partner of the Client.

§ 2.16 The Consultant shall not be responsible for the acts or omissions of the Client or other Project Participants. The design professional of record for the Project retains control over the design and the responsibility to incorporate Consultant-provided information into the design and identify and resolve design conflicts.

§ 2.17 The Consultant shall maintain the following insurance:  
*(Select the types of insurance the Consultant is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

General Liability

Automobile Liability

Workers' Compensation

**TBD** Other

§ 2.17.1 The Consultant shall provide to the Client certificates of insurance evidencing compliance with the requirements in this Section 2.17.

**ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES**

The Consultant shall provide the Preconstruction Services set forth below or as described in an exhibit attached to this Agreement.

*(Specify the Consultant's Preconstruction Services or identify the attached Exhibit that contains a description of the Consultant's Preconstruction Services.)*

See Exhibit A.

#### ARTICLE 4 ADDITIONAL SERVICES

Additional Services are services in addition to those required in Article 3. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Consultant shall notify the Client. The Consultant shall not provide such services until the Consultant receives the Client's written authorization. The Client has no obligation to compensate the Consultant for any Additional Services performed without such written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation pursuant to Section 10.2.

#### ARTICLE 5 CLIENT'S RESPONSIBILITIES

§ 5.1 Upon receipt of the Consultant's schedule required in Section 2.3, the Client shall prepare and provide to the Consultant a schedule to establish the milestones for the Preconstruction Services. The schedule shall include allowances for periods of time required for (a) the performance of the Consultant's obligations under this Agreement, (b) the Client's review of Deliverables submitted by the Consultant, (c) if required, incorporation of the Deliverables into the Preconstruction Submissions, and (d) if incorporated, review of the Preconstruction Submissions by the Consultant. The time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Client and Consultant.

§ 5.2 The Client shall provide available information in a timely manner regarding requirements for, and limitations on, the Preconstruction Services.

§ 5.3 The Client and other Project Participants shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Consultant.

§ 5.4 The Client shall identify a representative authorized to act on the Client's behalf with respect to the Project.

§ 5.5 If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, and necessary for the Consultant to adequately perform the Preconstruction Services or produce the Deliverables, the Client shall furnish the information or services or request that the information or services be furnished by the Project Participant.

§ 5.6 The Client shall promptly notify the Consultant regarding any changes in the design that may affect the Preconstruction Services under this Agreement.

§ 5.7 The Client shall coordinate the Preconstruction Services of the Consultant with the services furnished by the Client and other Project Participants.

§ 5.8 The Client shall determine whether, and to what extent, the Consultant's Preconstruction Services shall be incorporated into the Preconstruction Submissions.

§ 5.9 Prior to the Client's submission of the Preconstruction Submissions to other Project Participants, the Client shall provide the Consultant with a reasonable opportunity to review the Preconstruction Submissions and a date by which the Consultant must respond.

§ 5.10 The Client shall review the Preconstruction Services and Deliverables and provide prompt written notice to the Consultant if the Client observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or Deliverables.

§ 5.11 OMITTED.

§ 5.12 OMITTED.

#### ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work prepared by the Client, the Consultant, or other Project Participants. Instruments

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User Notes:

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of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 6.2 The Client and the Consultant represent that in transmitting Instruments of Service or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in connection with the Project.

§ 6.3 The Client, and its other consultants, and Consultant, and its sub consultants, shall be deemed the authors and owners of their respective Instruments of Service, and will retain all common law, statutory and other reserved rights, including copyrights. No party shall own or claim a copyright in the Instruments of Service of any other party. Submission or distribution by the Client in connection with the Preconstruction Submissions, or for other purposes in connection with this Project, shall not be construed as publication in derogation of the Consultant’s or its subconsultants’ reserved rights.

§ 6.4 The Consultant grants to the Client a limited, irrevocable, and nonexclusive license to use the Consultant’s Instruments of Service solely and exclusively in connection with this Project. The Consultant shall obtain similar limited, irrevocable, and nonexclusive licenses from the Consultant’s subconsultants consistent with this Agreement. The license granted under this Article 6 permits the Client to authorize its other consultants and other Project Participants to reproduce and, subject to Section 6.5, make changes, corrections, or additions to the Instruments of Service for the purpose of preparing the Preconstruction Submissions and for purposes of designing, constructing, using, maintaining, altering, and adding to the Project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 8 and Article 10. The Consultant shall obtain similar limited, irrevocable, and nonexclusive licenses from the Consultant’s sub consultants consistent with this Agreement.

§ 6.5 If the Client alters or uses the Consultant’s or its subconsultants’ Instruments of Service without the Consultant’s or its subconsultants’ written authorization, the Client releases the Consultant and its subconsultants from all claims and causes of action arising from such alterations or uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client’s unauthorized alteration or use of the Instruments of Service.

§ 6.6 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Agreement and no permission is granted to the Client or other Project Participants to assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Client’s or other Project Participant’s, sole risk and without liability to the Consultant and its subconsultants.

§ 6.7 Except as otherwise stated in Section 6.5, the provisions of this Article 6 shall survive the termination of this Agreement.

**ARTICLE 7 CLAIMS AND DISPUTES**

§ 7.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be resolved by the following method of binding dispute resolution:

*(Check the appropriate box.)*

Arbitration, pursuant to the terms and conditions set forth in Section 7.2

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Non-Binding Mediation followed by Litigation.

If the Client and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved by litigation in a court of competent jurisdiction.

**§ 7.2 Arbitration**

**§ 7.2.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 7.2.1.1** A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

**§ 7.2.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.2.3** The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.2.4 Consolidation or Joinder**

**§ 7.2.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 7.2.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 7.2.4.3** The Client and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 7.2.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Client and Consultant under this Agreement.

**§ 7.3 Claims for Consequential Damages**

The Client and Consultant waive all claims for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**ARTICLE 8 TERMINATION OR SUSPENSION**

**§ 8.1** OMITTED.

**§ 8.2** This Agreement shall terminate when the first of the following events occurs:

- .1 Mutual agreement of the Client and Consultant to terminate this Agreement; or
- .2 The expiration of one (1) year from the submission of the last Deliverable under this Agreement or such date as may be mutually agreed upon in writing by the Client and Consultant.

**§ 8.3** Either the Client or Consultant may, upon seven (7) days' written notice, terminate this Agreement upon the occurrence of one of the following events:

- .1 the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 8.4** The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for

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the Client's convenience and without cause.

§ 8.5 If the Client terminates this Agreement for its convenience pursuant to Section 8.4, the Client shall compensate the Consultant for services performed prior to termination, together with Reimbursable Expenses then due.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.

§ 9.2 Unless otherwise defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201®–2017, General Conditions of the Contract for Construction.

§ 9.3 The Client and Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Client and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials, or toxic substances in any form at the Project site.

§ 9.6 If the Consultant or Client receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 9.6.1.

§ 9.6.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.6.

§ 9.7 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 10 COMPENSATION

§ 10.1 For the Consultant's Services as described under Article 3, the Client shall compensate the Consultant as follows:

*(Insert amount of, or basis for, compensation.)*

\$32,383.00

§ 10.2 For Additional Services that may arise during the term of this Agreement, the Client shall compensate the Consultant as follows:

*(Insert amount of, or basis for, compensation.)*

### § 10.3 Compensation for Reimbursable Expenses

*(Paragraphs deleted)*

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User Notes:

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OMITTED.

**§ 10.4 Payments to the Consultant**

**§ 10.4.1** The Consultant shall submit invoices for services and Reimbursable Expenses. The Client shall review such invoices and, if they are considered incorrect or untimely, the Client shall, within ten (10) days from receipt of the Consultant’s billing, review the matter with the Consultant and confirm, in writing to the Consultant, the Client’s understanding of the disposition of the issue.

**§ 10.4.2** Payments to the Consultant shall be made promptly after the Client is paid by the Project Participant pursuant to the Prime Contract. The Client shall exert reasonable and diligent efforts to collect prompt payment under the Prime Contract. The Client shall pay the Consultant in proportion to the amounts received from the Project Participant which are attributable to the Consultant’s services rendered and Reimbursable Expenses incurred.

**ARTICLE 11 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 12 SCOPE OF THE AGREEMENT**

**§ 12.1** This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

**§ 12.2** This Agreement is comprised of the following documents:

- .1 Amended AIA Document C403™–2021, Standard Form Agreement Between Client and Consultant for Preconstruction Services

*(Paragraph deleted)*

- .2 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement)*

- Exhibit A – Preconstruction Scope of Work
- Exhibit B – Preconstruction Services Fee Breakdown

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

TBD

This Agreement entered into as of the day and year first written above.

**Town of Moncks Corner**

**Edifice, LLC**

\_\_\_\_\_  
**CLIENT** *(Signature)*

\_\_\_\_\_  
**CONSULTANT** *(Signature)*

\_\_\_\_\_  
Jeff Lord Town Administrator  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

## **Additions and Deletions Report for AIA<sup>®</sup> Document C403™ – 2021**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:03:32 on 02/04/2026.

### **PAGE 1**

**AGREEMENT** made as of the 4th day of February in the year 2026

...

Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

...

*(Name, legal status, address, and other information)*

Edifice, LLC  
401 Seacoast Parkway  
Mount Pleasant, SC 29464  
843-428-1900  
South Carolina General Construction Manager License #557  
South Carolina General Contracting License #11206

...

Preconstruction Services

The Client has made an agreement, hereinafter known as the ~~Prime Contract~~, dated:  
*(In words, indicate month, day, and year of the ~~Prime Contract~~.)*

a separate agreement with the following Project Participant:

...

Creech & Associates  
1000 W. Morehead Street, Suite 120  
Charlotte, NC 28208  
704-376-6000

...

Town of Moncks Corner New Town Hall  
118 Carolina Avenue  
Moncks Corner, SC 29461

**PAGE 2**

§ 1.1 The Client and the Consultant enter into this Agreement to establish the responsibilities of the Parties, and terms and conditions under which the Consultant shall provide ~~Design Assist~~ Preconstruction Services to the Client for the Project.

§ 1.2 The Client and the Consultant agree to contribute their knowledge, skills, and services toward the ~~Design Assist~~ Preconstruction Services, and to work together, and with other Project Participants, for the purposes identified in this Agreement.

...

§ 1.3.1 ~~Design Assist Services.~~ Design Assist Preconstruction Services. Preconstruction Services include all services performed by the Consultant under this Agreement.

...

§ 1.4 The terms of the Prime Contract are not incorporated in this Agreement, except for the following provisions of the Prime Contract that apply to the Design Assist Services:  
*(List the provisions of the Prime Contract that apply to the Design Assist Services.)*

A copy of the Prime Contract is attached as Exhibit A.

**PAGE 3**

Jeff Lord, Town Administrator

...

118 Carolina Avenue  
Moncks Corner, SC 29461

...

Josh Spencer, Regional Vice President

...

401 Seacoast Parkway  
Mount Pleasant, SC 29464

...

§ 2.2 The Consultant shall exercise reasonable care in performing its ~~Design Assist~~ Preconstruction Services.

...

§ 2.5 The Consultant shall review documents and information furnished by the Client, and furnished by other Project Participants through the Client, that relate to the ~~Design Assist~~ Preconstruction Services and provide prompt written notice to the Client if the Consultant observes or otherwise becomes aware of any errors, omissions, or inconsistencies between such documents and information and the ~~Design Assist~~ Preconstruction Services. The Consultant is not required to ascertain that the documents or information are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Consultant shall promptly report in writing to the Client any nonconformity discovered by or made known to Consultant.

...

§ 2.8 If the Consultant is notified of, or becomes aware of, any changes in the Instruments of Service prepared by other Project Participants, the Consultant shall review the changes to determine if they affect the ~~Design Assist~~ Preconstruction Services. If the changes affect the ~~Design Assist~~ Preconstruction Services, the Consultant shall review the changes with the Client and, where appropriate, accommodate such changes in the Deliverables. If the Consultant requests an adjustment to time or compensation, the Consultant shall request the Client’s written authorization in accordance with Article 4.

§ 2.9 The Consultant shall recommend to the Client any appropriate investigations, surveys, tests, analyses, reports, and services of other consultants that should be obtained for the proper execution of the ~~Design Assist~~ Preconstruction Services.

PAGE 4

§ 2.12 If requested by the Client, the Consultant shall participate in discussions, meetings, and other communications with the other Project Participants. ~~The Consultant shall not communicate directly with, or submit any information directly to, other Project Participants without the written consent of the Client.~~ Client expects the Consultant to correspond and coordinate with Project Participants, and share that correspondence with Client when necessary.

§ 2.13 If the Client is obligated to provide Preconstruction Submissions to one or more Project Participants pursuant to Section 5.8, and provides those Preconstruction Submissions to the Consultant, the Consultant shall review the Preconstruction Submissions for the limited purpose of evaluating how the Deliverables or other ~~Design Assist~~ Preconstruction Services have been incorporated into the Preconstruction Submissions. Based on that review, the Consultant shall advise the Client of any errors or inconsistencies and provide other input, recommendations, and feedback on the Preconstruction Submissions, by the response date requested by the Client.

...

§ 2.15 The Consultant is an independent contractor. The Consultant is responsible for methods and means used in performing the ~~Design Assist~~ Preconstruction Services and is not an employee, agent, or partner of the Client.

...

[  ] General Liability

...

[  ] Automobile Liability

...

[  ] Workers’ Compensation

...

[ TBD ] Other

...

The Consultant shall provide the ~~Design Assist~~ Preconstruction Services set forth below or as described in an exhibit attached to this Agreement.

*(Specify the Consultant’s ~~Design Assist~~ Preconstruction Services or identify the attached Exhibit that contains a description of the Consultant’s ~~Design Assist~~ Preconstruction Services.)*

See Exhibit A.

PAGE 5

§ 5.1 Upon receipt of the Consultant's schedule required in Section 2.3, the Client shall prepare and provide to the Consultant a schedule to establish the milestones for the ~~Design Assist-Preconstruction~~ Services. The schedule shall include allowances for periods of time required for (a) the performance of the Consultant's obligations under this Agreement, (b) the Client's review of Deliverables submitted by the Consultant, (c) if required, incorporation of the Deliverables into the Preconstruction Submissions, and (d) if incorporated, review of the Preconstruction Submissions by the Consultant. The time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Client and Consultant.

§ 5.2 The Client shall provide available information in a timely manner regarding requirements for, and limitations on, the ~~Design Assist-Preconstruction~~ Services.

...

§ 5.5 If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, and necessary for the Consultant to adequately perform the ~~Design Assist-Preconstruction~~ Services or produce the Deliverables, the Client shall furnish the information or services or request that the information or services be furnished by the Project Participant with whom the Client has made the Prime Contract.~~Participant.~~

§ 5.6 The Client shall promptly notify the Consultant regarding any changes in the design that may affect the ~~Design Assist-Preconstruction~~ Services under this Agreement.

§ 5.7 The Client shall coordinate the ~~Design Assist-Preconstruction~~ Services of the Consultant with the services furnished by the Client and other Project Participants.

§ 5.8 The Client shall determine whether, and to what extent, the Consultant's ~~Design Assist-Preconstruction~~ Services shall be incorporated into the Preconstruction Submissions.

...

§ 5.10 The Client shall review the ~~Design Assist-Preconstruction~~ Services and Deliverables and provide prompt written notice to the Consultant if the Client observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or Deliverables.

§ 5.11 ~~Within seven days after receipt of a written request, the Client shall request information from the Project Participant with whom the Client has made the Prime Contract as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Project Participant with whom the Client has made the Prime Contract, the Client shall furnish the information to the Consultant.~~OMITTED.

§ 5.12 The Client shall promptly, upon request of the Consultant, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under this Agreement.~~OMITTED.~~

PAGE 6

[  ] Other: *(Specify)*

Non-Binding Mediation followed by Litigation.

PAGE 7

§ 8.1 ~~If the Prime Contract is terminated or suspended, then the Client may terminate or suspend, respectively, this Agreement. The Client shall promptly notify the Consultant of such termination or suspension in writing.~~OMITTED.

...

- .1 Mutual agreement of the Client and Consultant to terminate this Agreement; or
- .2 The expiration of one (1) year from the submission of the last Deliverable under this Agreement or such date as may be mutually agreed upon in writing by the Client and Consultant; or

~~.3~~ Written notice from the Client to the Consultant that the Project Participant with whom the Client has made the Prime Contract that the Consultant is not acceptable to perform the Design Assist Services.Consultant.

- ~~.1~~ the Prime Contract is amended to substantially change the scope, budget, or schedule for the Project as they pertain to the Design Assist Services; or
- ~~.2~~ the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**PAGE 8**

\$32,383.00

...

The Client shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant’s employees directly relating to the Project and specified below plus — percent (—%) of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant’s Services and Additional Services.

*(List expenses to be reimbursed.)*

OMITTED.

**PAGE 9**

- ~~.1~~ Amended AIA Document C403™–2021, Standard Form Agreement Between Client and Consultant for Design Assist-Preconstruction Services
- ~~.2~~ Prime Contract between the Project Participant and Client including all applicable exhibits thereto, attached as Exhibit A (limited to the provisions of the Prime Contract that apply to the Consultant’s services)
- ~~.3~~ \_\_\_\_\_
- ~~.2~~ Other Exhibits incorporated into this Agreement:

...

Exhibit A – Preconstruction Scope of Work  
Exhibit B – Preconstruction Services Fee Breakdown

...

TBD

...

Town of Moncks Corner

Edifice, LLC

...

Jeff Lord Town Administrator

# Certification of Document's Authenticity

## AIA® Document D401™ – 2003

I, Mayson Jacobs, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:03:32 on 02/04/2026 under Order No. 20250103629 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C403™ – 2021, Standard Form of Agreement Between Client and Consultant for Design Assist Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mayson Jacobs  Digitally signed by Mayson Jacobs  
DN: C=US, E=mjacobs@edificeinc.com, CN=Mayson Jacobs  
Date: 2026.02.04 14:08:45-05'00'

(Signed)

---

Office Manager

---

(Title)

---

(Dated)

---



## Town of Moncks Corner New Town Hall February 4<sup>th</sup>, 2026

### Exhibit A - Preconstruction Scope of Work

#### Conceptual and Master Planning:

- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Programming review and verification
- Perform schedule updates and continue to analyze permitting, bidding, and construction timeframes
- Quantity take off and unit cost pricing analysis
- Conceptual design estimate
- Clarifications to estimate
- Value engineering review and workshop with owner and designer
- High level constructability review
- Facilitate estimate review meeting and refine the estimate based on team comments
- Establish Project Collaborative website for the project team to utilize and share information
- Edifice will engage key subcontractors including, but not limited to, building envelope, MEP, life safety to provide reports for discussion with team regarding cost, maintainability, operability and life cycle analysis.

#### Schematic Design

- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Programming review and verification
- Perform schedule updates and continue to analyze permitting, bidding, and construction timeframes
- Quantity take off and unit cost pricing analysis
- Schematic design estimate
- Clarifications to estimate
- Value engineering review and workshop with owner and designer
- High level constructability review
- Facilitate estimate review meeting and refine the estimate based on team comments
- Establish Project Collaborative website for the project team to utilize and share information

#### Design Development

- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Detailed and comprehensive constructability review
- Perform schedule updates and continue to analyze permitting, bidding, and construction timeframes
- Product and system analysis with recommendations
- Quantity take off and unit cost pricing analysis
- Solicit key trades for current market pricing
- Design development estimate
- Clarifications to estimate
- Facilitate estimate review meeting and refine the estimate based on team comments
- Value engineering review and workshop with owner and designer



- Analyze products and building systems and make recommendations
- Constructability review and verification of Design Development Constructability review items
- Create site logistics plan
- Create milestone construction schedule
- Conduct estimate review meeting and refine cost estimate based on feedback

**GMP, Construction Documents and Prequalification of Trade Contractors**

- Establish a prequalification process to ensure that all Moncks Corner policies are adhered to and project-specific criteria is included.
- Advertise and communicate trade package opportunities for those interested in prequalifying to bid the project
  - Occurs at end of Design Development and/or beginning of Construction Documents
- Edifice will work with the Town and the design team on the Prequalification process making sure all policies are followed and project specific criteria is included
- Outreach Sessions will be held to help advertise and promote interest in the project
- Describe prequalification process at Outreach Sessions
- The Town, the design team, and Edifice will work together to develop the list of Prequalified Trade Contractors in concert with South Carolina procurement procedures
- All Town requirements for Minority or Diversity participation will be followed
- Get approval from the Town for recommended prequalified bidders
- Only allow prequalified trade contractors to bid the project
- Solicit "for construction" bids from trade contractors
- Compile CD / GMP estimate for review by the Town

**Exhibit "B" - Preconstruction Services Fee Breakdown**

2/3/2026

Job: Town of Moncks Corner Expansion and Renovation of Town Hall and Fire Station 1		Start Date		Jan-26	
Location: Moncks Corner, SC					
<b>Preconstruction Contract #1 - New Town Hall</b>					
<b>Personnel Activities</b>					
<b>Schematic Design</b>		<b>Man-hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Personnel</b>
Executive Vice President of Preconstruction		4	\$ 140.00	\$ 560	1
Project Executive		8	\$ 138.40	\$ 1,107	1
Construction Manager		10	\$ 132.38	\$ 1,324	1
Preconstruction Manager		40	\$ 115.83	\$ 4,633	1
Project Manager		10	\$ 115.83	\$ 1,158	1
Subtotal		72		\$ 8,782	
<b>Design Development</b>		<b>Man-hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Personnel</b>
Executive Vice President of Preconstruction		4	\$ 140.00	\$ 560	1
Project Executive		8	\$ 138.40	\$ 1,107	1
Construction Manager		4	\$ 132.38	\$ 530	1
Preconstruction Manager		40	\$ 115.83	\$ 4,633	1
Project Manager		10	\$ 115.83	\$ 1,158	1
Subtotal		66		\$ 7,988	
<b>CD and Bidding Phase</b>		<b>Man-hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Personnel</b>
Executive Vice President of Preconstruction		5	\$ 140.00	\$ 700	1
Project Executive		8	\$ 138.40	\$ 1,107	1
Construction Manager		8	\$ 132.38	\$ 1,059	1
Preconstruction Manager		40	\$ 115.83	\$ 4,633	1
Project Manager / Super		16	\$ 115.83	\$ 1,853	1
Subtotal		77		\$ 9,352	
		<b>Man-hours</b>	<b>Rate</b>	<b>Labor</b>	
<b>Services Cost Recap</b>					
<b>Personnel Activity Summary</b>		<b>Man-hours</b>	<b>Days</b>	<b>Labor</b>	
Schematic Design		72	9	\$ 8,782	
Design Development		66	8	\$ 7,988	
CD and Bidding Phase		77	10	\$ 9,352	
Subtotal		215	27	\$ 26,123	
<b>Pre-construction Summary</b>					
<b>Total Labor</b>				\$	26,123
<b>Allowance Additional Reimbursables Allowance</b>				\$	6,261
<b>Total Pre-Construction Services Fee</b>					<b>\$32,383</b>



# AIA<sup>®</sup> Document C403™ – 2021

## Standard Form of Agreement Between Client and Consultant for Design Assist Services

**AGREEMENT** made as of the 4th day of February in the year 2026  
(In words, indicate day, month, and year.)

**BETWEEN** the Client:  
(Name, legal status, address, role on Project, and other information)

Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

and the Consultant:  
(Name, legal status, address, and other information)

Edifice, LLC  
401 Seacoast Parkway  
Mount Pleasant, SC 29464  
843-428-1900  
South Carolina General Construction Manager License #557  
South Carolina General Contracting License #11206

Consultant's trade or discipline:

Preconstruction Services

The Client has made  
(Paragraphs deleted)  
a separate agreement with the following Project Participant:  
(Name, legal status, address, and other information)

Creech & Associates  
1000 W. Morehead Street, Suite 120  
Charlotte, NC 28208  
704-376-6000

for the following Project:  
(Include detailed description of Project, location, address, and scope.)

Town of Moncks Corner Fire Station and Renovation of Current Town Hall  
118 Carolina Avenue  
Moncks Corner, SC 29461

The Client and Consultant agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

**1 GENERAL PROVISIONS**

**2 CONSULTANT’S RESPONSIBILITIES**

**3 SCOPE OF CONSULTANT’S SERVICES**

**4 ADDITIONAL SERVICES**

**5 CLIENT’S RESPONSIBILITIES**

**6 COPYRIGHTS AND LICENSES**

**7 CLAIMS AND DISPUTES**

**8 TERMINATION OR SUSPENSION**

**9 MISCELLANEOUS PROVISIONS**

**10 COMPENSATION**

**11 SPECIAL TERMS AND CONDITIONS**

**12 SCOPE OF THE AGREEMENT**

**ARTICLE 1 GENERAL PROVISIONS**

§ 1.1 The Client and the Consultant enter into this Agreement to establish the responsibilities of the Parties, and terms and conditions under which the Consultant shall provide Preconstruction Services to the Client for the Project.

§ 1.2 The Client and the Consultant agree to contribute their knowledge, skills, and services toward the Preconstruction Services, and to work together, and with other Project Participants, for the purposes identified in this Agreement.

**§ 1.3 Definitions**

§ 1.3.1 Preconstruction Services. Preconstruction Services include all services performed by the Consultant under this Agreement.

§ 1.3.2 Deliverables. Deliverables include Instruments of Service and other information or documentation that the Consultant is obligated to submit to the Client under this Agreement.

§ 1.3.3 Preconstruction Submissions. Preconstruction Submissions include Instruments of Service and other information or documentation that the Client is obligated to submit to one or more Project Participants to assist with the design of the Project.

§ 1.3.4 Project Participants. Project Participants are entities who design or perform services to assist with the design of the Project. Project Participants may include the Owner and its consultants, the Architect and its consultants, the Construction Manager, Contractor, Subcontractors, or suppliers.

§ 1.4 The terms of the Prime Contract are not incorporated in this Agreement.  
*(Paragraphs deleted)*

§ 1.5 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.5.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.6 The Client identifies the following representative in accordance with Section 5.4:  
(List name, address, and other information.)

Jeff Lord, Town Administrator  
[Jeff.lord@monckscorner.sc.gov](mailto:Jeff.lord@monckscorner.sc.gov)  
118 Carolina Avenue  
Moncks Corner, SC 29461

§ 1.7 The Consultant identifies the following representative in accordance with Section 2.14:  
(List name, address, and other information.)

Josh Spencer, Regional Vice President  
[jspencer@edificeinc.com](mailto:jspencer@edificeinc.com)  
401 Seacoast Parkway  
Mount Pleasant, SC 29464

## ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

§ 2.1 The Consultant shall be licensed, if required in the jurisdiction where the Project is located.

§ 2.2 The Consultant shall exercise reasonable care in performing its Preconstruction Services.

§ 2.3 As soon as practicable after the date of this Agreement, the Consultant shall submit, for the Client's review and approval, a schedule for the performance of the Consultant's obligations under this Agreement. Once approved, the Client shall incorporate the approved schedule into the schedule the Client prepares in accordance with Section 5.1.

§ 2.4 The Consultant shall perform its services in coordination with the Client and other Project Participants in order to avoid unreasonable delay in the orderly and sequential progress of the services provided by the Client and other Project Participants.

§ 2.5 The Consultant shall review documents and information furnished by the Client, and furnished by other Project Participants through the Client, that relate to the Preconstruction Services and provide prompt written notice to the Client if the Consultant observes or otherwise becomes aware of any errors, omissions, or inconsistencies between such documents and information and the Preconstruction Services. The Consultant is not required to ascertain that the documents or information are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Consultant shall promptly report in writing to the Client any nonconformity discovered by or made known to Consultant.

§ 2.6 The Consultant shall review laws, codes, and regulations applicable to the Consultant's services.

§ 2.7 The Consultant shall provide Deliverables to the Client in accordance with the protocols established pursuant to Section 1.5 or, in the absence of such protocols, in the format the Client reasonably requires.

§ 2.8 If the Consultant is notified of, or becomes aware of, any changes in the Instruments of Service prepared by other Project Participants, the Consultant shall review the changes to determine if they affect the Preconstruction Services. If the changes affect the Preconstruction Services, the Consultant shall review the changes with the Client and, where appropriate, accommodate such changes in the Deliverables. If the Consultant requests an adjustment to time or compensation, the Consultant shall request the Client's written authorization in accordance with Article 4.

§ 2.9 The Consultant shall recommend to the Client any appropriate investigations, surveys, tests, analyses, reports, and services of other consultants that should be obtained for the proper execution of the Preconstruction Services.

§ 2.10 The Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of documents, services, and information furnished by the Client and other Project Participants.

§ 2.11 The Consultant shall request that the Client provide any additional information necessary for the Consultant to comply with its obligations under this Agreement.

§ 2.12 If requested by the Client, the Consultant shall participate in discussions, meetings, and other communications with the other Project Participants. The Client expects the Consultant to correspond and coordinate with Project Participants, and share that correspondence with Client when necessary.

§ 2.13 If the Client is obligated to provide Preconstruction Submissions to one or more Project Participants pursuant to Section 5.8, and provides those Preconstruction Submissions to the Consultant, the Consultant shall review the Preconstruction Submissions for the limited purpose of evaluating how the Deliverables or other Preconstruction Services have been incorporated into the Preconstruction Submissions. Based on that review, the Consultant shall advise the Client of any errors or inconsistencies and provide other input, recommendations, and feedback on the Preconstruction Submissions, by the response date requested by the Client.

§ 2.14 The Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.

§ 2.15 The Consultant is an independent contractor. The Consultant is responsible for methods and means used in performing the Preconstruction Services and is not an employee, agent, or partner of the Client.

§ 2.16 The Consultant shall not be responsible for the acts or omissions of the Client or other Project Participants. The design professional of record for the Project retains control over the design and the responsibility to incorporate Consultant-provided information into the design and identify and resolve design conflicts.

§ 2.17 The Consultant shall maintain the following insurance:  
*(Select the types of insurance the Consultant is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

General Liability

Automobile Liability

Workers' Compensation

**TBD** Other

§ 2.17.1 The Consultant shall provide to the Client certificates of insurance evidencing compliance with the requirements in this Section 2.17.

**ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES**

The Consultant shall provide the Preconstruction Services set forth below or as described in an exhibit attached to this Agreement.

*(Specify the Consultant's Preconstruction Services or identify the attached Exhibit that contains a description of the Consultant's Preconstruction Services.)*

See Exhibit A.

#### ARTICLE 4 ADDITIONAL SERVICES

Additional Services are services in addition to those required in Article 3. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Consultant shall notify the Client. The Consultant shall not provide such services until the Consultant receives the Client's written authorization. The Client has no obligation to compensate the Consultant for any Additional Services performed without such written authorization. Except for services due to the fault of the Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation pursuant to Section 10.2.

#### ARTICLE 5 CLIENT'S RESPONSIBILITIES

§ 5.1 Upon receipt of the Consultant's schedule required in Section 2.3, the Client shall prepare and provide to the Consultant a schedule to establish the milestones for the Preconstruction Services. The schedule shall include allowances for periods of time required for (a) the performance of the Consultant's obligations under this Agreement, (b) the Client's review of Deliverables submitted by the Consultant, (c) if required, incorporation of the Deliverables into the Preconstruction Submissions, and (d) if incorporated, review of the Preconstruction Submissions by the Consultant. The time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Client and Consultant.

§ 5.2 The Client shall provide available information in a timely manner regarding requirements for, and limitations on, the Preconstruction Services.

§ 5.3 The Client and other Project Participants shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Consultant.

§ 5.4 The Client shall identify a representative authorized to act on the Client's behalf with respect to the Project.

§ 5.5 If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, and necessary for the Consultant to adequately perform the Preconstruction Services or produce the Deliverables, the Client shall furnish the information or services or request that the information or services be furnished by the Project Participant.

§ 5.6 The Client shall promptly notify the Consultant regarding any changes in the design that may affect the Preconstruction Services under this Agreement.

§ 5.7 The Client shall coordinate the Preconstruction Services of the Consultant with the services furnished by the Client and other Project Participants.

§ 5.8 The Client shall determine whether, and to what extent, the Consultant's Preconstruction Services shall be incorporated into the Preconstruction Submissions.

§ 5.9 Prior to the Client's submission of the Preconstruction Submissions to other Project Participants, the Client shall provide the Consultant with a reasonable opportunity to review the Preconstruction Submissions and a date by which the Consultant must respond.

§ 5.10 The Client shall review the Preconstruction Services and Deliverables and provide prompt written notice to the Consultant if the Client observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or Deliverables.

§ 5.11 OMITTED.

§ 5.12 OMITTED.

#### ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work prepared by the Client, the Consultant, or other Project Participants. Instruments

Init.

AIA Document C403 – 2021. Copyright © 2021. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:05:19 on 02/04/2026 under Order No.20250103629 which expires on 03/13/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1096378178)

of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 6.2 The Client and the Consultant represent that in transmitting Instruments of Service or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in connection with the Project.

§ 6.3 The Client, and its other consultants, and Consultant, and its sub consultants, shall be deemed the authors and owners of their respective Instruments of Service, and will retain all common law, statutory and other reserved rights, including copyrights. No party shall own or claim a copyright in the Instruments of Service of any other party. Submission or distribution by the Client in connection with the Preconstruction Submissions, or for other purposes in connection with this Project, shall not be construed as publication in derogation of the Consultant’s or its subconsultants’ reserved rights.

§ 6.4 The Consultant grants to the Client a limited, irrevocable, and nonexclusive license to use the Consultant’s Instruments of Service solely and exclusively in connection with this Project. The Consultant shall obtain similar limited, irrevocable, and nonexclusive licenses from the Consultant’s subconsultants consistent with this Agreement. The license granted under this Article 6 permits the Client to authorize its other consultants and other Project Participants to reproduce and, subject to Section 6.5, make changes, corrections, or additions to the Instruments of Service for the purpose of preparing the Preconstruction Submissions and for purposes of designing, constructing, using, maintaining, altering, and adding to the Project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 8 and Article 10. The Consultant shall obtain similar limited, irrevocable, and nonexclusive licenses from the Consultant’s sub consultants consistent with this Agreement.

§ 6.5 If the Client alters or uses the Consultant’s or its subconsultants’ Instruments of Service without the Consultant’s or its subconsultants’ written authorization, the Client releases the Consultant and its subconsultants from all claims and causes of action arising from such alterations or uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client’s unauthorized alteration or use of the Instruments of Service.

§ 6.6 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Agreement and no permission is granted to the Client or other Project Participants to assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Client’s or other Project Participant’s, sole risk and without liability to the Consultant and its subconsultants.

§ 6.7 Except as otherwise stated in Section 6.5, the provisions of this Article 6 shall survive the termination of this Agreement.

**ARTICLE 7 CLAIMS AND DISPUTES**

§ 7.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be resolved by the following method of binding dispute resolution:

*(Check the appropriate box.)*

Arbitration, pursuant to the terms and conditions set forth in Section 7.2

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Non-Binding Mediation followed by Litigation.

If the Client and Consultant do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved by litigation in a court of competent jurisdiction.

Init.

**§ 7.2 Arbitration**

**§ 7.2.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 7.2.1.1** A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

**§ 7.2.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.2.3** The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 7.2.4 Consolidation or Joinder**

**§ 7.2.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 7.2.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 7.2.4.3** The Client and Consultant grant to any person or entity made a party to an arbitration conducted under this Section 7.2.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Client and Consultant under this Agreement.

**§ 7.3 Claims for Consequential Damages**

The Client and Consultant waive all claims for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

**ARTICLE 8 TERMINATION OR SUSPENSION**

**§ 8.1** OMITTED.

**§ 8.2** This Agreement shall terminate when the first of the following events occurs:

- .1 Mutual agreement of the Client and Consultant to terminate this Agreement; or
- .2 The expiration of one (1) year from the submission of the last Deliverable under this Agreement or such date as may be mutually agreed upon in writing by the Client and Consultant.

**§ 8.3** Either the Client or Consultant may, upon seven (7) days' written notice, terminate this Agreement upon the occurrence of one of the following events:

- .1 the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 8.4** The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for

Init.

the Client's convenience and without cause.

§ 8.5 If the Client terminates this Agreement for its convenience pursuant to Section 8.4, the Client shall compensate the Consultant for services performed prior to termination, together with Reimbursable Expenses then due.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Unless otherwise provided, this Agreement shall be governed by the law of the place where the Project is located.

§ 9.2 Unless otherwise defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201<sup>®</sup>-2017, General Conditions of the Contract for Construction.

§ 9.3 The Client and Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Client nor Consultant shall assign this Agreement without the written consent of the other.

§ 9.4 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant.

§ 9.5 Unless otherwise required in this Agreement, the Client and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials, or toxic substances in any form at the Project site.

§ 9.6 If the Consultant or Client receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 9.6.1.

§ 9.6.1 The receiving party may disclose "confidential" or "business proprietary" information after seven (7) days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.6.

§ 9.7 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 10 COMPENSATION

§ 10.1 For the Consultant's Services as described under Article 3, the Client shall compensate the Consultant as follows:

*(Insert amount of, or basis for, compensation.)*

\$12,956.00

§ 10.2 For Additional Services that may arise during the term of this Agreement, the Client shall compensate the Consultant as follows:

*(Insert amount of, or basis for, compensation.)*

### § 10.3 Compensation for Reimbursable Expenses

*(Paragraphs deleted)*

Init.

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User Notes:

(1096378178)

OMITTED.

**§ 10.4 Payments to the Consultant**

**§ 10.4.1** The Consultant shall submit invoices for services and Reimbursable Expenses. The Client shall review such invoices and, if they are considered incorrect or untimely, the Client shall, within ten (10) days from receipt of the Consultant’s billing, review the matter with the Consultant and confirm, in writing to the Consultant, the Client’s understanding of the disposition of the issue.

**§ 10.4.2** Payments to the Consultant shall be made promptly after the Client is paid by the Project Participant pursuant to the Prime Contract. The Client shall exert reasonable and diligent efforts to collect prompt payment under the Prime Contract. The Client shall pay the Consultant in proportion to the amounts received from the Project Participant which are attributable to the Consultant’s services rendered and Reimbursable Expenses incurred.

**ARTICLE 11 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

**ARTICLE 12 SCOPE OF THE AGREEMENT**

**§ 12.1** This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.

**§ 12.2** This Agreement is comprised of the following documents:

- .1 Amended AIA Document C403™–2021, Standard Form Agreement Between Client and Consultant for Preconstruction Services

*(Paragraph deleted)*

- .2 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement)*

- Exhibit A – Preconstruction Scope of Work
- Exhibit B – Preconstruction Services Fee Breakdown

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

TBD

This Agreement entered into as of the day and year first written above.

**Town of Moncks Corner**

**Edifice, LLC**

\_\_\_\_\_  
**CLIENT** *(Signature)*

\_\_\_\_\_  
**CONSULTANT** *(Signature)*

\_\_\_\_\_  
Jeff Lord Town Administrator  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

## ***Additions and Deletions Report for AIA<sup>®</sup> Document C403™ – 2021***

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:05:19 on 02/04/2026.

### **PAGE 1**

**AGREEMENT** made as of the 4th day of February in the year 2026

...

Town of Moncks Corner  
118 Carolina Avenue  
Moncks Corner, SC 29461

...

*(Name, legal status, address, and other information)*

Edifice, LLC  
401 Seacoast Parkway  
Mount Pleasant, SC 29464  
843-428-1900  
South Carolina General Construction Manager License #557  
South Carolina General Contracting License #11206

...

### **Preconstruction Services**

The Client has made an agreement, hereinafter known as the ~~Prime Contract~~, dated:  
*(In words, indicate month, day, and year of the ~~Prime Contract~~.)*

a separate agreement with the following Project Participant:

...

Creech & Associates  
1000 W. Morehead Street, Suite 120  
Charlotte, NC 28208  
704-376-6000

...

Town of Moncks Corner Fire Station and Renovation of Current Town Hall  
118 Carolina Avenue  
Moncks Corner, SC 29461

**PAGE 2**

§ 1.1 The Client and the Consultant enter into this Agreement to establish the responsibilities of the Parties, and terms and conditions under which the Consultant shall provide ~~Design Assist~~ Preconstruction Services to the Client for the Project.

§ 1.2 The Client and the Consultant agree to contribute their knowledge, skills, and services toward the ~~Design Assist~~ Preconstruction Services, and to work together, and with other Project Participants, for the purposes identified in this Agreement.

...

§ 1.3.1 ~~Design Assist Services.~~ Design Assist Preconstruction Services. Preconstruction Services include all services performed by the Consultant under this Agreement.

...

§ 1.4 The terms of the Prime Contract are not incorporated in this Agreement, except for the following provisions of the Prime Contract that apply to the Design Assist Services:  
*(List the provisions of the Prime Contract that apply to the Design Assist Services.)*

A copy of the Prime Contract is attached as Exhibit A.

**PAGE 3**

Jeff Lord, Town Administrator

...

118 Carolina Avenue  
Moncks Corner, SC 29461

...

Josh Spencer, Regional Vice President

...

401 Seacoast Parkway  
Mount Pleasant, SC 29464

...

§ 2.2 The Consultant shall exercise reasonable care in performing its ~~Design Assist~~ Preconstruction Services.

...

§ 2.5 The Consultant shall review documents and information furnished by the Client, and furnished by other Project Participants through the Client, that relate to the ~~Design Assist~~ Preconstruction Services and provide prompt written notice to the Client if the Consultant observes or otherwise becomes aware of any errors, omissions, or inconsistencies between such documents and information and the ~~Design Assist~~ Preconstruction Services. The Consultant is not required to ascertain that the documents or information are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Consultant shall promptly report in writing to the Client any nonconformity discovered by or made known to Consultant.

...

§ 2.8 If the Consultant is notified of, or becomes aware of, any changes in the Instruments of Service prepared by other Project Participants, the Consultant shall review the changes to determine if they affect the ~~Design Assist~~ Preconstruction Services. If the changes affect the ~~Design Assist~~ Preconstruction Services, the Consultant shall review the changes with the Client and, where appropriate, accommodate such changes in the Deliverables. If the Consultant requests an adjustment to time or compensation, the Consultant shall request the Client’s written authorization in accordance with Article 4.

§ 2.9 The Consultant shall recommend to the Client any appropriate investigations, surveys, tests, analyses, reports, and services of other consultants that should be obtained for the proper execution of the ~~Design Assist~~ Preconstruction Services.

PAGE 4

§ 2.12 If requested by the Client, the Consultant shall participate in discussions, meetings, and other communications with the other Project Participants. ~~The Consultant shall not communicate directly with, or submit any information directly to, other Project Participants without the written consent of the Client.~~ Client expects the Consultant to correspond and coordinate with Project Participants, and share that correspondence with Client when necessary.

§ 2.13 If the Client is obligated to provide Preconstruction Submissions to one or more Project Participants pursuant to Section 5.8, and provides those Preconstruction Submissions to the Consultant, the Consultant shall review the Preconstruction Submissions for the limited purpose of evaluating how the Deliverables or other ~~Design Assist~~ Preconstruction Services have been incorporated into the Preconstruction Submissions. Based on that review, the Consultant shall advise the Client of any errors or inconsistencies and provide other input, recommendations, and feedback on the Preconstruction Submissions, by the response date requested by the Client.

...

§ 2.15 The Consultant is an independent contractor. The Consultant is responsible for methods and means used in performing the ~~Design Assist~~ Preconstruction Services and is not an employee, agent, or partner of the Client.

...

[  ] General Liability

...

[  ] Automobile Liability

...

[  ] Workers’ Compensation

...

[  TBD ] Other

...

The Consultant shall provide the ~~Design Assist~~ Preconstruction Services set forth below or as described in an exhibit attached to this Agreement.

*(Specify the Consultant’s ~~Design Assist~~ Preconstruction Services or identify the attached Exhibit that contains a description of the Consultant’s ~~Design Assist~~ Preconstruction Services.)*

See Exhibit A.

PAGE 5

§ 5.1 Upon receipt of the Consultant's schedule required in Section 2.3, the Client shall prepare and provide to the Consultant a schedule to establish the milestones for the ~~Design Assist-Preconstruction~~ Services. The schedule shall include allowances for periods of time required for (a) the performance of the Consultant's obligations under this Agreement, (b) the Client's review of Deliverables submitted by the Consultant, (c) if required, incorporation of the Deliverables into the Preconstruction Submissions, and (d) if incorporated, review of the Preconstruction Submissions by the Consultant. The time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Client and Consultant.

§ 5.2 The Client shall provide available information in a timely manner regarding requirements for, and limitations on, the ~~Design Assist-Preconstruction~~ Services.

...

§ 5.5 If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, and necessary for the Consultant to adequately perform the ~~Design Assist-Preconstruction~~ Services or produce the Deliverables, the Client shall furnish the information or services or request that the information or services be furnished by the Project Participant with whom the Client has made the Prime Contract.~~Participant.~~

§ 5.6 The Client shall promptly notify the Consultant regarding any changes in the design that may affect the ~~Design Assist-Preconstruction~~ Services under this Agreement.

§ 5.7 The Client shall coordinate the ~~Design Assist-Preconstruction~~ Services of the Consultant with the services furnished by the Client and other Project Participants.

§ 5.8 The Client shall determine whether, and to what extent, the Consultant's ~~Design Assist-Preconstruction~~ Services shall be incorporated into the Preconstruction Submissions.

...

§ 5.10 The Client shall review the ~~Design Assist-Preconstruction~~ Services and Deliverables and provide prompt written notice to the Consultant if the Client observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or Deliverables.

§ 5.11 ~~Within seven days after receipt of a written request, the Client shall request information from the Project Participant with whom the Client has made the Prime Contract as necessary and relevant for the Consultant to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Project Participant with whom the Client has made the Prime Contract, the Client shall furnish the information to the Consultant. OMITTED.~~

§ 5.12 The Client shall promptly, upon request of the Consultant, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under this Agreement.~~OMITTED.~~

PAGE 6

[  ] Other: (Specify)

Non-Binding Mediation followed by Litigation.

PAGE 7

§ 8.1 ~~If the Prime Contract is terminated or suspended, then the Client may terminate or suspend, respectively, this Agreement. The Client shall promptly notify the Consultant of such termination or suspension in writing. OMITTED.~~

...

- .1 Mutual agreement of the Client and Consultant to terminate this Agreement; or
- .2 The expiration of one (1) year from the submission of the last Deliverable under this Agreement or such date as may be mutually agreed upon in writing by the Client and Consultant; or

~~.3~~ Written notice from the Client to the Consultant that the Project Participant with whom the Client has made the Prime Contract that the Consultant is not acceptable to perform the Design Assist Services.Consultant.

- ~~.1~~ the Prime Contract is amended to substantially change the scope, budget, or schedule for the Project as they pertain to the Design Assist Services; or
- ~~.2~~ the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**PAGE 8**

\$12,956.00

...

The Client shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and specified below plus — percent (—%) of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant's Services and Additional Services.

*(List expenses to be reimbursed.)*

OMITTED.

**PAGE 9**

- ~~.1~~ Amended AIA Document C403™–2021, Standard Form Agreement Between Client and Consultant for Design Assist-Preconstruction Services
- ~~.2~~ Prime Contract between the Project Participant and Client including all applicable exhibits thereto, attached as Exhibit A (limited to the provisions of the Prime Contract that apply to the Consultant's services)
- ~~.3~~ \_\_\_\_\_
- ~~.2~~ Other Exhibits incorporated into this Agreement:

...

Exhibit A – Preconstruction Scope of Work  
Exhibit B – Preconstruction Services Fee Breakdown

...

TBD

...

Town of Moncks Corner

Edifice, LLC

...

Jeff Lord Town Administrator

# Certification of Document's Authenticity

## AIA® Document D401™ – 2003

I, Mayson Jacobs, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:05:19 on 02/04/2026 under Order No. 20250103629 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C403™ – 2021, Standard Form of Agreement Between Client and Consultant for Design Assist Services, other than those additions and deletions shown in the associated Additions and Deletions Report.

Mayson Jacobs

Digitally signed by Mayson Jacobs  
DN: C=US,  
E=mayjacobs@edificinc.com,  
CN=Mayson Jacobs  
Date: 2026.02.04 14:07:05-05'00'

(Signed)

Office Manager

(Title)

(Dated)



# Town of Moncks Corner Fire Station and Renovation of Current Town Hall

## February 4<sup>th</sup>, 2026

### Exhibit A - Preconstruction Scope of Work

#### Conceptual and Master Planning:

- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Programming review and verification
- Perform schedule updates and continue to analyze permitting, bidding, and construction timeframes
- Quantity take off and unit cost pricing analysis
- Conceptual design estimate
- Clarifications to estimate
- Value engineering review and workshop with owner and designer
- High level constructability review
- Facilitate estimate review meeting and refine the estimate based on team comments
- Establish Project Collaborative website for the project team to utilize and share information
- Edifice will engage key subcontractors including, but not limited to, building envelope, MEP, life safety to provide reports for discussion with team regarding cost, maintainability, operability and life cycle analysis.

#### Schematic Design

- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Programming review and verification
- Perform schedule updates and continue to analyze permitting, bidding, and construction timeframes
- Quantity take off and unit cost pricing analysis
- Schematic design estimate
- Clarifications to estimate
- Value engineering review and workshop with owner and designer
- High level constructability review
- Facilitate estimate review meeting and refine the estimate based on team comments
- Establish Project Collaborative website for the project team to utilize and share information

#### Design Development

- Update and coordination meetings with owner and design team – Bi-Weekly or as needed
- Detailed and comprehensive constructability review
- Perform schedule updates and continue to analyze permitting, bidding, and construction timeframes
- Product and system analysis with recommendations
- Quantity take off and unit cost pricing analysis
- Solicit key trades for current market pricing
- Design development estimate
- Clarifications to estimate
- Facilitate estimate review meeting and refine the estimate based on team comments
- Value engineering review and workshop with owner and designer



- Analyze products and building systems and make recommendations
- Constructability review and verification of Design Development Constructability review items
- Create site logistics plan
- Create milestone construction schedule
- Conduct estimate review meeting and refine cost estimate based on feedback

**GMP, Construction Documents and Prequalification of Trade Contractors**

- Establish a prequalification process to ensure that all Moncks Corner policies are adhered to and project-specific criteria is included.
- Advertise and communicate trade package opportunities for those interested in prequalifying to bid the project
  - Occurs at end of Design Development and/or beginning of Construction Documents
- Edifice will work with the Town and the design team on the Prequalification process making sure all policies are followed and project specific criteria is included
- Outreach Sessions will be held to help advertise and promote interest in the project
- Describe prequalification process at Outreach Sessions
- The Town, the design team, and Edifice will work together to develop the list of Prequalified Trade Contractors in concert with South Carolina procurement procedures
- All Town requirements for Minority or Diversity participation will be followed
- Get approval from the Town for recommended prequalified bidders
- Only allow prequalified trade contractors to bid the project
- Solicit "for construction" bids from trade contractors
- Compile CD / GMP estimate for review by the Town

**Exhibit "B" - Preconstruction Services Fee Breakdown**

2/3/2026

Job: Town of Moncks Corner Expansion and Renovation of Town Hall and Fire Station 1		Start Date		Jan-26	
Location: Moncks Corner, SC					
Preconstruction Contract #2 - Fire Station and Renovation of Current Town Hall					
<b>Personnel Activities</b>					
<b>Schematic Design</b>					
	<b>Man-hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Personnel</b>	
Executive Vice President of Preconstruction	-	\$ 140.00	\$ -	1	
Project Executive	4	\$ 138.40	\$ 554	1	
Construction Manager	4	\$ 132.38	\$ 530	1	
Preconstruction Manager	16	\$ 115.83	\$ 1,853	1	
Project Manager	4	\$ 115.83	\$ 463	1	
Subtotal	28		\$ 3,400		
<b>Design Development</b>					
	<b>Man-hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Personnel</b>	
Executive Vice President of Preconstruction	-	\$ 140.00	\$ -	1	
Project Executive	4	\$ 138.40	\$ 554	1	
Construction Manager	4	\$ 132.38	\$ 530	1	
Preconstruction Manager	20	\$ 115.83	\$ 2,317	1	
Project Manager	4	\$ 115.83	\$ 463	1	
Subtotal	32		\$ 3,863		
<b>CD and Bidding Phase</b>					
	<b>Man-hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Personnel</b>	
Executive Vice President of Preconstruction	-	\$ 140.00	\$ -	1	
Project Executive	4	\$ 138.40	\$ 554	1	
Construction Manager	4	\$ 132.38	\$ 530	1	
Preconstruction Manager	20	\$ 115.83	\$ 2,317	1	
Project Manager / Super	8	\$ 115.83	\$ 927	1	
Subtotal	36		\$ 4,326		
<b>Man-hours      Rate      Labor</b>					
<b>Services Cost Recap</b>					
<b>Personnel Activity Summary</b>					
	<b>Man-hours</b>	<b>Days</b>	<b>Labor</b>		
Schematic Design	28	4	\$ 3,400		
Design Development	32	4	\$ 3,863		
CD and Bidding Phase	36	5	\$ 4,326		
Subtotal	96	12	\$ 11,589		
<b>Pre-construction Summary</b>					
<b>Total Labor</b>			\$ 11,589		
<b>Allowance Additional Reimbursables Allowance</b>			\$ 1,368		
<b>Total Pre-Construction Services Fee</b>			<b>\$12,956</b>		

RESPONSE TO REQUEST FOR QUALIFICATIONS  
**CONSTRUCTION MANAGER AT RISK SERVICES**

Item 13.



# TOWN OF MONCK'S CORNER EXPANSION AND RENOVATION OF TOWN HALL AND FIRE STATION 1

June 2, 2025 | 2:00 PM



Prepared for:



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**Point of Contact**

Josh Spencer, Regional Vice President | EDIFICE  
 E: [jspencer@edificeinc.com](mailto:jspencer@edificeinc.com)  
 P: 843.817.0425

**Jeffrey Lord**  
**Town Administrator**  
**Town Of Moncks Corner**  
**118 Carolina Avenue**  
**Moncks Corner, SC 29461**

June 2, 2025

**Re: Town of Moncks Corner | Expansion and Renovation of Town Hall and Fire Station 1**

Mr. Lord,

I am writing to express Edifice's strong interest in providing **Construction Manager at Risk (CM@R) services** for the exciting new **Expansion and Renovation of Town Hall and Fire Station 1 project** in the Town of Moncks Corner.

Locally, we are working with the **City of Charleston** on its new **Public Services Complex**. Over the past three years, we have collaborated closely with each end-user group, gaining an in-depth understanding of their needs, operations, and long-term maintenance considerations. This project, delivered under a CM@R agreement, has provided us with valuable insights that we will bring to your program.

Additionally, we are deeply engaged with the City's **Fire Department** on its new **Fire Training Center** in West Ashley, which will serve as Fire HQ, storage, fleet maintenance, and training. Similarly, this project is also being delivered under a CM@R agreement. The knowledge and expertise we have gained from these hands-on local experiences will allow us to deliver **real-world value, practical solutions, and scope-specific insights** for your project.

Beyond our local experience, **Edifice has successfully delivered numerous operations campuses and public service facilities**, including:

- A new **municipal complex** for the City of Simpsonville with city hall/police department headquarters, fire station, and county municipal court for Greenville County on the same site
- An **emergency operations and command center** in Iredell County
- **Public works** facilities in Holly Springs, Mint Hill, and Harrisburg
- **MEDIC EMS Agency operations campus** in Mecklenburg County.

Our extensive experience in projects of this nature allows us to provide **accurate cost analysis, real-time budgeting, and efficient construction execution**. We are fully committed to allocating the necessary **resources, personnel, and expertise** to ensure the success of this project. Our proven, experienced team is ready to lead both the preconstruction and construction phases with precision and professionalism.

Furthermore, we take great pride in our **14-year partnership with Creech & Associates**, your project's architect. With **17 projects together**, we have developed a **seamless working relationship**—one that fosters collaboration, efficiency, and a shared commitment to excellence. This established partnership is currently working on a similar facility for the Town of Summerville. The longevity of Edifice and Creech & Associates' relationship will undoubtedly benefit the Town of Moncks Corner and contribute to a streamlined and successful project.

As **Edifice's project lead and single point of contact**, I will serve as the binding authority for this project. I can be reached at **843.817.0425** or via email at **jspencer@edificeinc.com** throughout the project and beyond for any facility-related needs.

We would be honored to serve as the **Construction Manager at Risk** for this important project and are confident that our expertise, approach, and commitment will **meet—and exceed—the Town's expectations**. We welcome the opportunity to discuss how **Edifice** can contribute to the project's success and look forward to the possibility of working together.

Sincerely,



Joshua G. Spencer  
Regional Vice President | Edifice Construction



**EDIFICE**  
CONSTRUCTION

Item 13.



*The Art and Science of Construction*

*Since 1978, we've believed that construction is as much about art as science. It's about a strong vision and the creation of a structure with enduring qualities. It's about creative problem-solving and the willingness to deliver above & beyond the expected. It's about passionate teams and long-standing partnerships built on trust, performance, and lasting value.*

# FIRM OVERVIEW

Edifice Construction is a regional construction firm headquartered in Charlotte, North Carolina with offices in Greenville and Charleston, South Carolina. Since its inception in 1978, Edifice has grown to become one of the leading commercial contractors in the Southeast and is an Engineering News-Record (ENR) Top 400 U.S. General Contractor.

**AFFILIATION**

Privately-owned construction firm

**COMMITTED TO SAFETY**

4 million employee hours without a lost time accident (as recognized by NCDOL)

**SUSTAINABILITY**

LEED and Green Advantage certified personnel

**ANNUAL VOLUME**

- 2024 - \$444M
- 2023 - \$544M
- 2022 - \$506M
- 2021 - \$304M

**RELATIONSHIPS MATTER**

Our drive to serve our clients and maintain repeat business proves that client happiness is important to us.

**COMMUNITY INVESTED**

We support a wide variety of charitable organizations through Edifice Elevates, our philanthropic outreach program, centered around the heart and kindness of construction.

OVER **3.7** MILLION SQUARE FEET of LOCAL GOVERNMENT Spaces

Client Satisfaction Rate **98%**

**AWARD WINNING PERFORMANCE**



Top Charlotte Contractor



Top Charleston Contractor



Subcontractor Associations' Contractor of the Year



ENTERPRISE

Charlotte Business Inclusion's Prime Contractor of the Year



One of the Nations Top 400 Contractors



North Carolina Top Privately Owned Business



64 Awards for Project Excellence



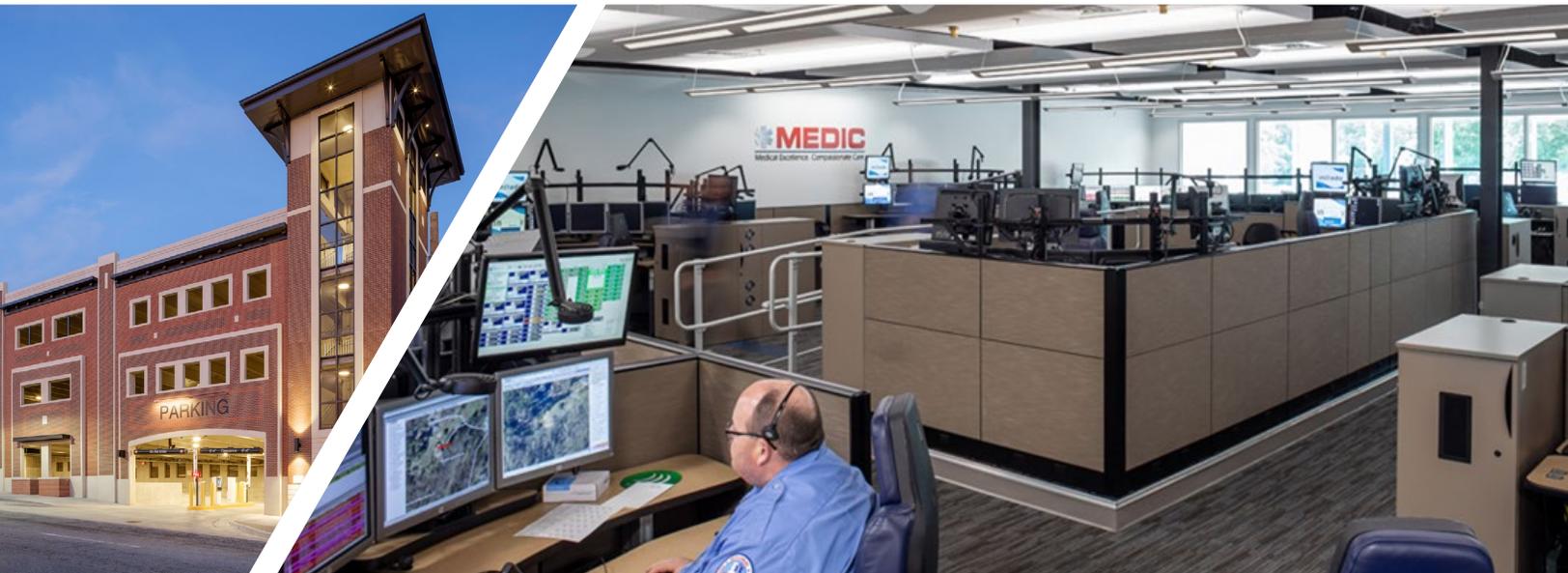
CELEBRATING SUSTAINED GROWTH

## C) EXAMPLES OF PREVIOUS WORK

Please see our responses for this question in letters D through F.



We are committed to the Town of Moncks Corner as a partner during design, construction and for the LIFE OF YOUR BUILDING.





**SIMPSONVILLE MUNICIPAL COMPLEX | SIMPSONVILLE, SC**

**PROJECT COST**

GMP: \$43,691,052  
Final: \$43,691,052

**PROJECT SCHEDULE**

Start Date: February 2023  
Completion: October 2024

**OWNER REFERENCE**

Dianna Gracely  
City Administrator  
City of Simpsonville  
P: 864.967.9526  
E: dianna@simpsonville.com

**PROJECT DESCRIPTION**

The municipal complex includes a new two-story 30,000sf city hall and police department headquarters. A new 22,000sf fire station headquarters and training area. The station provides full operational and administrative space for all fire department operations.

The newly revamped and recreated city park includes tennis courts, basketball courts, two football fields, a refurbished dog park, restroom building, playground, walks and paths, disc golf course, great lawn event area, fountain, maintenance and storage buildings, parking lots, and other very neat site amenities.

The campus also features a summary court building for Greenville County, along with the renovation of the adjacent City Arts & Cultural Center.





# MINT HILL PUBLIC SERVICES COMPLEX | MINT HILL, NC

### PROJECT COST

GMP: \$15,629,664  
Final: \$15,629,664

### PROJECT SCHEDULE

Start Date: November 2024  
Completion: January 2025

### OWNER REFERENCE

Brian Welch  
Town Manager  
Town of Mint Hill  
P: 704.545.9726  
E: bwelch@admin.minthill.com

### PROJECT DESCRIPTION

The new public services complex spans an 18.7-acre site and adds over 23,000 square feet of space dedicated to better serving the Town of Mint Hill community. The campus features a 9,987sf public works building, an 8,866sf fire station, and a 4,939sf multipurpose and training facility along with a fuel depot for public vehicles and a playground.

The project also includes a multi-story live-fire training tower for the fire department. This training facility, built out of stacked shipping containers, features fire simulation props that prepare first responders for a variety of conditions and situations they may face.

**14+** YEARS  
experience with  
CREECH & ASSOCIATES  
**16** PROJECTS





## DAVIDSON PUBLIC SAFETY COMPLEX | DAVIDSON, NC

### PROJECT COST

GMP: \$13,087,772  
Final: \$13,087,772

### PROJECT SCHEDULE

Start Date: June 2021  
Completion: October 2023

### OWNER REFERENCE

Jamie Justice  
Town Manager  
Town of Davidson  
P: 704.940.9618  
E: jjjustice@townof davidson.org

### PROJECT DESCRIPTION

The project focused on the comprehensive renovation of the main level building previously occupied by public works, town hall, and the Davidson police, encompassing a space of 10,000sf. The existing structure, characterized by a steel frame with metal stud infill and clad in brick veneer with a split-face block base, underwent a phased renovation while accommodating the ongoing operations of the police and fire departments, which occupied portions of the main and lower levels, respectively. A key aspect of the renovation involved meticulous coordination efforts to ensure minimal disruption to police and fire department activities while construction progressed. This required careful planning and execution to maintain business as usual for these essential services.

To enhance functionality and security, several new features were incorporated into the building. An exterior secure sally port, accompanied by a non-conditioned storage building, was added to facilitate police storage and detainee transfer, improving operational efficiency and safety protocols. Additionally, an exercise room was introduced to promote wellness among staff members. Security measures were bolstered with the addition of a secured front entrance and ballistic glass storefronts, providing enhanced protection for occupants and visitors alike. The layout was reconfigured to include updated and enlarged evidence storage facilities, ensuring compliance with modern standards and regulations.

Part of this project was also a 30,000sf renovation of a historic school building that was converted into a new town hall and community center.





# PINEVILLE TOWN HALL & LIBRARY | PINEVILLE, NC

### PROJECT COST

GMP: \$17,145,704  
Final: \$17,145,704

### PROJECT SCHEDULE

Start Date: December 2020  
Completion: December 2022  
*(built during COVID-19 pandemic)*

### OWNER REFERENCE

Ryan Spitzer  
Town Manager  
Town of Pineville  
P: 704.889.2291  
E: rspitzer@pinevillenc.com

### PROJECT DESCRIPTION

The new Town Hall, Library, and park plaza are located in the heart of downtown Pineville right next to the existing police department. The new 43,000sf building houses all Town operations and administrative departments including planning, parks and recreation, the telephone company, offices, council chamber, conference rooms, customer service, human resources, and other support areas. The telecommunication division has space dedicated to its operations, servers, database technicians, and their critical infrastructure.

The first floor houses Mecklenburg County's Pineville Regional Library. This fully functional library and media space is the newest in Mecklenburg County's Library System, and the first in the southern part of the county in more than 20 years.





## HUNTERSVILLE TOWN HALL | HUNTERSVILLE, NC

### PROJECT COST

GMP: \$29,997,055  
Final: TBD

### PROJECT SCHEDULE

Start Date: March 2024  
Scheduled Completion Date:  
October 2025

### OWNER REFERENCE

Bobby Williams  
Assistant Town Manager  
Town of Huntersville  
P: 704.766.2207  
E: bwilliams@huntersville.org

### PROJECT DESCRIPTION

In the summer of 2021, Creech & Associates + Edifice Construction began working with the Town of Huntersville on a design-build project to develop a 1.3 acre site on a prominent corner in downtown Huntersville. This building is to be a part of a town campus on that block, which Creech & Associates has been working on since 2008. This block currently includes Creech & Associates' design for the Huntersville Town Center (which houses a portion of Town's offices) as well as the town-owned parking garage. The new Town Hall will occupy a currently vacant site and bring Town staff together on the block. A public plaza is designed at the corner of the site and will act as a connection between the two spaces.

The new Town Hall is currently envisioned as a three-story building whose architecture plays off of the current Town Hall. A tower is designed to call attention to the entrance to the building, which opens into the public lobby. This lobby spans the building, connecting it to the back parking area as well as dividing the building between public and staff spaces. The first floor public space is occupied by a community room, which is designed to be used after hours and open onto the public plaza. The second floor public space is occupied by the town board room, which has seating for 150+ people. Office suites occupy the remaining portions of the first two floors, while the third floor will be shelled out for future growth.





CM@Risk

# MECKLENBURG COUNTY MEDIC EMS AGENCY HQ | CHARLOTTE, NC

### PROJECT COST

GMP: \$37,477,322  
Final: \$36,946,837

### PROJECT SCHEDULE

Start Date: April 2016  
Completion: January 2018

### OWNER REFERENCE

Bryan Turner  
Senior Project Manager  
Mecklenburg County  
P: 980.314.2504  
E: bryan.turner@mecklenburgcountync.gov

### PROJECT DESCRIPTION

The MEDIC project included the renovation of a 120,000sf warehouse, an administration addition, plus two new buildings totaling approximately 180,000sf on a 20-acre site. This project accommodates space needs to include office areas for administration, training and stimulation space, finance, and operations support, a 911 call center, emergency operations center, communications center, fleet maintenance, a ready-line building setup for over seventy emergency response vehicles and special disaster response vehicles, plus logistics, warehousing, vehicle wash building and a fueling station. Site work includes circulation, parking, and storm water management for approximately 500 cars.





## IREDELL COUNTY PUBLIC SAFETY COMPLEX | STATESVILLE, NC

### PROJECT COST

GMP: \$15,162,438

Final: \$15,302,814

\*Owner directed scope changes

### PROJECT SCHEDULE

Start Date: September 2017

Completion: November 2018

### OWNER REFERENCE

David Saleeby

Project Manager

Iredell County

P: 704.878.3035

E: david.saleeby@co.iredell.nc.us

### PROJECT DESCRIPTION

Edifice provided design-build services for Iredell County's new public safety complex. The team provided planning, design, coordination, and construction of the 40,000sf complex that houses the county's 911 call center, administration space for emergency medical services (EMS), and the fire marshal's office, all under one roof. A six bay EMS station is also part of this facility. This facility serves as the emergency command and operations management center for all of Iredell County, as well as the backup for several neighboring counties and municipalities. It will also be the command center in the unlikely event of an incident at the nearby McGuire nuclear station.

The complex sits on a 16-acre site, and a 180-foot communications tower was added on the site near the end of the project.

This project utilized state NC 911 Board funds. Please see p.40 for additional information.





# STATESVILLE FIRE STATION | STATESVILLE, NC

### PROJECT COST

GMP: \$13,606,935  
 Final: \$13,606,935

### PROJECT SCHEDULE

Start Date: January 2023  
 Completion: April 2024

### OWNER REFERENCE

Glen Bulloss (retired)  
 Construction Project Manager  
 City of Statesville  
 P: 704.437.1143  
 E: gbulloss@statesvillenc.net

### PROJECT DESCRIPTION

The Statesville FS No.1 project consists of a new 2-story, 26,000sf station to replace the existing station and accommodate the City's growing needs. The lower level consists of load bearing masonry, cast-in-place concrete, and steel construction. The lower level houses administrative staff to free up rooms in other city buildings and assist other city departments. The upper level is wood framed and house the bunk rooms, showers, kitchen, training and fitness areas for the fire staff. The apparatus bay consists of load bearing masonry and steel construction with 4 pull-through bays and 2 mezzanines that provide additional storage and training needs. Exterior finishes will include a mix of brick veneer, architectural block veneer, FRP, decorative elements, standing seam metal awnings, and a forty year shingle roof. There will also be a 3-story training tower utilized by the fire staff for various training exercises.

This project utilized Covid-19 Relief funds.





# HENDERSONVILLE POLICE HEADQUARTERS | HENDERSONVILLE, NC

### PROJECT COST

GMP: \$9,640,370  
Final: \$9,638,655

### PROJECT SCHEDULE

Start Date: March 2020  
Completion: August 2021

### OWNER REFERENCE

Brian Pahle  
Assistant City Manager  
City of Hendersonville  
P: 828.697.3000  
E: bpahle@hvlnc.gov

### PROJECT DESCRIPTION

This two-story 26,000sf facility is the new home for the City of Hendersonville police department. The facility includes all police operations, along with some maintenance, and it serves as the 911 call center for police emergencies and communications. The facility includes space for administrative services, training, evidence storage, fitness and locker rooms, roll-call, interrogation, interviews, evidence lab, kennels and K9 storage, kitchen/break area with an outdoor area, conference rooms, and detective bullpen area. This facility also serves as the city's emergency command and operations center (EOC).

The 911 Call Center includes four consoles/stations, a supervisor's office, and training space. A 911 Facility/IT/Support space has also been included. The facility is equipped with redundant power systems, including backup generators and UPS (Uninterruptible Power Supply) units, to ensure continuous operation during emergencies. Additionally, specialized HVAC systems and soundproofing were integrated to maintain optimal working conditions and minimize acoustic disruption in the communication areas.

This project utilized federal USDA funds.



**14+** YEARS  
 experience with  
**CREECH & ASSOCIATES**  
**17** PROJECTS



## Why the Edifice Construction + Creech & Associates Team is the Best Choice for Your Project

### » Proven, Trusted Partnership

With 14 years of successful collaboration, Edifice and Creech & Associates have built a foundation of mutual respect and trust. Our teams work seamlessly together, ensuring a smooth project flow and prioritizing the owner’s needs at every stage.

### » Budget Control from the Start

Having recently completed similar municipal projects with Creech, we have a clear understanding of the systems and finishes required. This means we can align the budget early, reducing the risk of cost overruns and ensuring the project stays within financial expectations.

### » Faster Project Delivery

Our deep understanding of Creech’s processes and expectations allows us to start estimating early, accelerating the preconstruction phase. This results in faster project timelines without compromising quality.

### » Minimized Risk, Fewer Problems

Our experience with past projects enables us to anticipate potential issues and proactively address them. By refining bid documents to be as clear and accurate as possible, we eliminate unnecessary contingencies and ensure a smoother bidding process, maximizing the owner’s budget for the scope of work.



### Edifice + Creech & Associates Projects

- St. Joseph College Seminary
- Huntersville Town Hall
- Laurinburg City Hall & Police Department
- Pineville Town Hall and Library
- Town of Davidson Public Facilities
- City of Albemarle Police Department
- Mint Hill Police Department
- Mint Hill Community Center
- Mint Hill Public Services Facility
- Mint Hill Town Hall
- Georgetown City Hall (Preconstruction)
- Waxhaw Police Department
- Indian Trail Town Hall
- Fort Mill Town hall Renovations
- Culp Lumber
- Duke CTSI Upfit
- Town of Summerville Public Safety Facility

## E) CM@RISK PROJECTS OVER \$10M

PROJECT NAME	FINAL AMOUNT	DELIVERY METHOD
<b>COMPLETED</b>		
Carolina Park Recreation Complex Phase III and IV	\$10,066,836	CM@Risk
Union County Southwest Regional Library and Associated Improvements	\$10,108,360	CM@Risk
Town of Davidson Public Facilities	\$13,087,772	CM@Risk
Belmont Recreation Center	\$13,231,905	CM@Risk
Pineville Fire Station	\$14,565,784	CM@Risk
Hendersonville Fire Station #1 and Edwards Park	\$14,885,286	CM@Risk
Town of Mint Hill Public Services Facility	\$16,934,664	Design Build
Pineville Town Hall and Library	\$17,145,704	CM@Risk
CMPD Central Division Facility	\$20,557,934	CM@Risk
Cabarrus County Library Active Living Center and Virginia Foil Park	\$21,709,605	CM@Risk
City of Concord Fleet Service Facility	\$24,103,451	CM@Risk
Fuquay-Varina Community Center North	\$26,834,418	CM@Risk
Iredell County Jennings Park	\$27,359,485	CM@Risk
Eastway Regional Recreation Center	\$35,022,018	CM@Risk
MEDIC I Headquarters & Operations Relocation	\$37,477,322	CM@Risk
City of Simpsonville Municipal Complex	\$37,655,086	CM@Risk
Town of Holly Springs Operations Campus - Phase 1A & 1B	\$39,397,192	CM@Risk
<b>IN PROGRESS</b>		
City of Charleston Operations Complex	\$67,000,000	CM@Risk
City of Charleston Fire Training	\$30,000,000	CM@Risk
Town of Summerville Public Safety Facility	\$45,000,000	CM@Risk



The City of Charleston Operations Facilities Complex is a multi-departmental development to relocate the primary functions currently accommodated on Milford Street. The new facility will be located on Herbert Street and include structures for public services, city fleet, traffic/transportation and signal sign shop, fire department technical services and training, and police radio. The 14-acre site will also include a 5-story parking deck for city use.



**COASTAL CROSSROADS | SUMMERVILLE, SC**

**PROJECT COST**  
 GMP: \$92,252,642  
 Final: \$ 93,499,911  
 \*Owner directed scope changes

**PROJECT SCHEDULE**  
 Start Date: June 2022  
 Completion: September 2024

**OWNER REFERENCE**  
 Michael Watts  
 VP of Land Development  
 Pure Development  
 P: 864.650.5272  
 E: mwatts@puredevelopment.com

**PROJECT DESCRIPTION**  
 The master plan for this Design-Build industrial complex included 4 Class-A buildings totaling 2.5 million square feet ready for warehouse, distribution, and manufacturing users. The industrial park is a multi-modal hub fueled by the regional interstate system and proximity to the Port of Charleston with a mix of speculative and build-to-suit buildings varying in sizes, clear heights, and loading dock options offering flexibility to end users.

Designed to meet the needs of traditional manufacturing to port-related warehousing for global trade, the property is strategically located in the I-26 corridor with direct access via major transportation arteries and infrastructure to the Charleston market. The complex was constructed in 2 consecutive phases - phase I included 2 speculative buildings, totaling 1,054,791sf. Phase 2 includes the construction of the 2 build-to-suit buildings, totaling 1,526,821sf.





# NAVY YARD | NORTH CHARLESTON, SC

### PROJECT COST

GMP: \$35,263,077

Final: \$36,395,058

\*Owner directed scope changes

### PROJECT SCHEDULE

Start Date: February 2023

Completion: July 2024

### OWNER REFERENCE

Ned Miller

Head of Development

Navy Yard Charleston

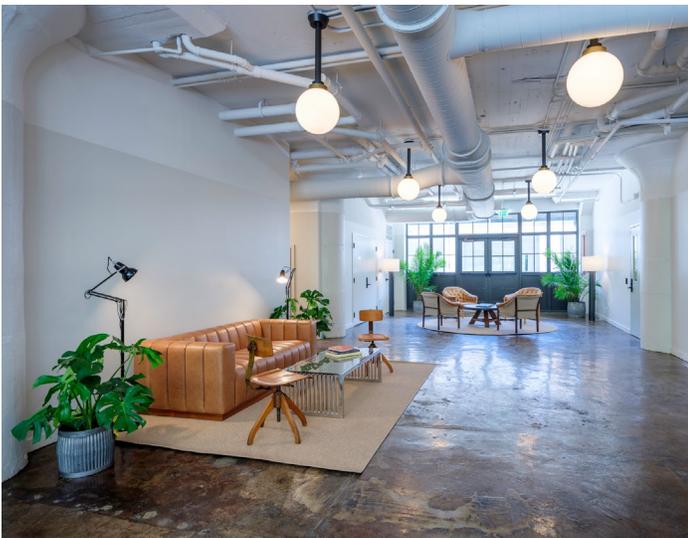
P: 415.517.7131

E: Ned.Miller@NavyYardCHS.com

### PROJECT DESCRIPTION

The Navy Yard Charleston consists of 150,000sf renovation to historic Storehouses 8 and 9 as well as new construction of Storehouse 8.5. Under governance of the State Historic Preservation Office, Edifice will be converting the over 100-year-old structures into new offices, meeting rooms, apartments, and retail space.

The renovation scope requires detailed preservation of existing brick exterior walls, historic slate roofing, copper gutters, and cornice work and preservation and repair of existing plaster interior walls. Where required, we will be tactically installing temporary bracing to allow for proper repair to the existing historic perimeter walls. Repairs will consist of brick repair, re-pointing, tuckpointing and installation of new brick to match existing for new openings. All work will take place on the active Navy Yard campus.





# DORCHESTER COUNTY LIBRARY | NORTH CHARLESTON, SC

### PROJECT COST

GMP: \$6,787,345

Final: \$6,787,345

\*Owner directed scope changes

### PROJECT SCHEDULE

Start Date: March 2024

Scheduled Completion Date:

October 2025

### OWNER REFERENCE

Rebecca Dantzler

Capital Projects Manager

Dorchester County

P: 843.563.0033

E: RDantzler@dorchestercountysc.

gov

### PROJECT DESCRIPTION

Edifice provided design-build services for the new Dorchester County Library Branch. This joint-use facility is located in North Charleston on the campus of Fort Dorchester High School and the Aquatic Center. The library is approximately 15,000sf and is fully equipped to receive between 750 – 1000 people per day. The new facility provides classrooms, a computer center, event rooms, and private study areas.





CM@Risk

# CAROLINA PARK RECREATION COMPLEX | MOUNT PLEASANT, SC

### PROJECT COST

GMP: \$6,532,912

Final: \$10,066,836

\*Owner directed scope changes including additional phase

### PROJECT SCHEDULE

Start Date: October 2022

Completion: October 2023

### OWNER REFERENCE

Jimmy Millar

Deputy Director

Town of Mount Pleasant

P: 843.884.2528

E: jmillar@tompsc.com

### PROJECT DESCRIPTION

The Carolina Park Athletic Complex project is committed to enhancing the recreational opportunities and quality of life for residents of Mount Pleasant by providing essential athletic facilities. Phase 3 of the expansion included the addition of public parking, newly installed storm systems, two ballfields (one softball and one baseball), an enclosed dog park with sections for larger and smaller dogs, site sidewalk and lighting improvements, pickleball/basketball courts with a pavilion, and enclosed batting cages. This phase aimed to create a diverse range of recreational options for the community to enjoy. Phase 4 of the expansion continued to build upon these improvements by adding additional parking, an access road for use by the town of Mount Pleasant, storm systems, a multi-use ballfield for softball and baseball, and two soccer fields. These enhancements further enrich the community's access to high-quality athletic and recreational amenities, fostering a healthy and active lifestyle for residents of all ages.



# G) RESUMES AND ORGANIZATIONAL CHART



**Josh Spencer**  
Project Executive/  
Regional Vice President

## Ownership Oversight



**Mike Carlisto**  
Executive Vice President

PRECONSTRUCTION
CONSTRUCTION



**Andy Aldridge**  
Executive Vice  
President,  
Preconstruction



**Andy Knight**  
Senior Preconstruction  
Manager



**Thad Ott**  
Construction Manager



**Alex White**  
Senior Project Manager



**Greg Estabrook**  
Senior Superintendent



**Andy Lingner**  
Preconstruction  
Manager

## ALTERNATES



**Will Chambers**  
Project Manager



**Matt Haynie**  
Superintendent



**Cameron Dyson**  
Project Manager



**Robert Potter**  
Superintendent

## ADDITIONAL SUPPORT SERVICES



**Chris Gates**  
Corporate Safety  
Director



**Britt Blaylock**  
Director of Construction  
Integration/BIM



**Mayson Jacobs**  
Project Administration



**Taylor Porter**  
Senior Preconstruction  
Manager



**JOSH SPENCER**  
**PROJECT EXECUTIVE/REGIONAL VICE PRESIDENT**



**Roles/Responsibilities**

As project executive and regional vice president, Josh brings 26 years of construction experience. In his position, he will serve as the project team leader providing clients with a single point of contact from preconstruction through close-out.

**Education**

B.A., Historic Preservation and Community Planning, College of Charleston

**Industry Experience**

26 years

**Time Commitment**

Preconstruction: 50%  
 Construction: 50%

**RELEVANT PROJECT EXPERIENCE**

- City of Charleston Operations Complex | Charleston, SC
- City of Charleston Fire Training Center | Charleston, SC
- Town of Summerville Operations Complex | Summerville, SC
- City of Charleston Fire station 20 | Charleston, SC
- Navy Yard Charleston | North Charleston, SC
- Dorchester County Library | North Charleston, SC
- Charleston County School District - District 4 Stadium New Track | North Charleston, SC
- Carolina Park Recreation Complex Phase III and IV | Mount Pleasant, SC
- Coastal Crossroads Industrial - Phase 1 | Summerville, SC
- Dorchester Commerce Center / Hodge Road | Summerville, SC
- Dorchester County MUSC - St. George Clinic | Summerville, SC



**THAD OTT**  
**CONSTRUCTION MANAGER**



**Roles/Responsibilities**

As construction manager, Thad brings 17 years of construction experience and will provide project management oversight of your project. He will participate in the conceptual development of the project and using his expertise he will collaborate with architects, engineers, and other construction specialists to derive real solutions for successful outcomes. Other responsibilities include overseeing the project's organization, budget, scheduling, implementation, and interpreting contracts and technical information.

**Education**

B.S., Marketing and Management  
 University of South Carolina  
 Construction Management  
 Trident Technical College

**Industry Experience**

17 years

**Time Commitment**

Preconstruction: 25%  
 Construction: 50%

**RELEVANT EXPERIENCE**

- City of Charleston Operations Complex | Charleston, SC
- City of Charleston Fire Training Center | Charleston, SC
- City of Charleston Fire station 20 | Charleston, SC
- Town of Summerville Operations Complex | Summerville, SC
- Navy Yard Charleston | North Charleston, SC
- Dorchester County North Charleston Library | North Charleston, SC
- Carolina Park Recreation Complex Phase III and IV | Mount Pleasant, SC
- Coastal Crossroads Industrial - Phase 1 | Summerville, SC
- Dorchester County MUSC - St. George Clinic | Summerville, SC
- Safenest Summerville | Summerville, SC
- Cario Baseball Field | Mount Pleasant, SC
- Charleston County School District - District 4 Stadium New Track | North Charleston, SC



## ANDY ALDRIDGE

### EXECUTIVE VICE PRESIDENT, PRECONSTRUCTION

#### Roles/Responsibilities

Andy serves as a link between owners, architects and subcontractors – maximizing efficiencies by shaping projects on paper prior to the start of construction. Over the last 32 years, he has gained extensive knowledge, holding positions in preconstruction and project management in the Carolinas. He is a collaborative team player – providing real solutions for successful outcomes.

#### Education

B.S., Construction Science and Management  
Clemson University

#### Industry Experience

32 years

#### Time Commitment

Preconstruction: 25%  
Construction: as needed

#### RELEVANT PROJECT EXPERIENCE

- City of Charleston Operations Complex | Charleston, SC
- City of Charleston Fire Training Center | Charleston, SC
- Town of Summerville Operations Complex | Summerville, SC
- City of Simpsonville Municipal Complex | Simpsonville, SC
- Iredell County Public Safety Complex | Statesville, NC
- Mint Hill Police Department | Mint Hill, NC
- Mint Hill Town Hall | Mint Hill, NC
- Dorchester County Library | North Charleston, SC
- City of Albemarle Police Department | Albemarle, NC
- Hendersonville Fire Station #1 | Hendersonville, NC
- Navy Yard Charleston | North Charleston, SC
- Town of Davidson Public Facilities | Davidson, NC
- Laurinburg City Hall and Police Dept Facility | Laurinburg, NC
- Pelham-Batesville Fire Headquarters Station No. 1 | Greer, SC
- MEDIC EMS Agency HQ | Charlotte, NC
- Statesville Fire Station #1 | Statesville, NC



## ANDREW KNIGHT

### SENIOR PRECONSTRUCTION MANAGER



#### Roles/Responsibilities

As a senior preconstruction manager, Andrew will provide his expertise in managing the entire preconstruction process from the initial concept to the final design. With 9 years of experience, he will focus on maintaining the owner's budget, implement phasing and contracting requirements, address constructability issues, provide cost model estimates and a value analysis report. Working closely with the architects, engineers, and owners, Andrew will also help keep the design team on schedule until the start of construction.

#### Education

B.S., Electrical and Electronics Engineering  
Clemson University

#### Industry Experience

9 years

#### Time Commitment

Preconstruction: 100%  
Construction: as needed

#### RELEVANT EXPERIENCE

- City of Charleston Operations Complex | Charleston, SC
- City of Charleston Fire Training Center | Charleston, SC
- Town of Summerville Operations Complex | Summerville, SC
- Navy Yard Charleston | North Charleston, SC
- Dorchester County North Charleston Library | North Charleston, SC
- Carolina Park Recreation Complex Phase III and IV | Mount Pleasant, SC
- Cario Baseball Field | Mount Pleasant, SC
- Charleston County School District - District 4 Stadium New Track | North Charleston, SC
- River Course Clubhouse Prep Kitchen | Kiawah Island, SC
- Trident Medical Center Campus Parking Lot Improvements | North Charleston, SC



## ANDY LINGNER

### SENIOR PRECONSTRUCTION MANAGER



#### Roles/Responsibilities

As a senior preconstruction manager, Andy will provide his expertise in managing the entire preconstruction process from the initial concept to the final design. With 28 years of experience, he will focus on maintaining the owner's budget, implement phasing and contracting requirements, address constructability issues, provide cost model estimates and a value analysis report. Working closely with the architects, engineers, and owners, Andy will also help keep the design team on schedule until the start of construction.

#### Education

Industrial Engineering Coursework  
Lenoir Community College

#### Industry Experience

28 years

#### Time Commitment

Preconstruction: 100%  
Construction: as needed

#### RELEVANT PROJECT EXPERIENCE

- City of Charleston Operations Complex | Charleston, SC
- City of Charleston Fire Training Center | Charleston, SC
- Town of Summerville Operations Complex | Summerville, SC
- Navy Yard Charleston | North Charleston, SC
- MUSC-P Maybank Hwy MOB | Johns Island, SC
- Roper St. Francis Oncology HOPD Phase 1 | Charleston, SC
- Camp North End - Goodyear Arts | Charlotte, NC
- Perma USA | Charlotte, NC
- Catawba College CENV Improvements | Salisbury, NC
- FedEx Expansion | Spartanburg, SC
- FedEx Lincolnton - Landlord Improvements | Lincolnton, NC
- FedEx Lincolnton Ph I and II | Lincolnton, NC
- REPI Expansion - Shell & Core | Dallas, NC
- CaroMont Body Cooler Expansion | Gastonia, NC



## TAYLOR PORTER | ALTERNATE

### SENIOR PRECONSTRUCTION MANAGER

#### Roles/Responsibilities

As a senior preconstruction manager, Taylor provides his expertise in managing the entire preconstruction process from the initial concept to the final design. With 12 years of experience, he will focus on maintaining the owner's budget, implement phasing and contracting requirements, address constructability issues, provide cost model estimates and a value analysis report. Working closely with the architects, engineers, and owners, Taylor also helps keep the design team on schedule until the start of construction.

#### Education

B.S., Construction Science and  
Management  
Clemson University

#### Industry Experience

12 years

#### Time Commitment

Preconstruction: 50%  
Construction: as needed

#### RELEVANT PROJECT EXPERIENCE

- Roper St. Francis Hospital Replacement | North Charleston, SC
- Shawn Jenkins Children's Hospital | Charleston, SC
- Self Regional Medical - Emergency Department Renovation | Greenwood, SC
- East Cooper - 4th Floor Rehab Renovation | Mount Pleasant, SC
- East Cooper Medical - Assorted Renovations and Removal | Mount Pleasant, SC
- East Cooper Medical Center - MOB | Mount Pleasant, SC
- East Cooper Medical - Inpatient Pharmacy Renovation | Mount Pleasant, SC
- East Cooper Medical - IR Suite Renovation | Mount Pleasant, SC
- Caromont Regional Medical Center | Gastonia, NC
- Wando High School - Cafeteria Addition | Mount Pleasant, SC
- Freshfields Village | Kiawah Island, SC



**ALEX WHITE**  
**SENIOR PROJECT MANAGER**



**Roles/Responsibilities**

As project manager, Alex brings 12 years of construction experience and will provide the day-to-day administrative oversight of the project. He will be responsible for all budgets, schedules, subcontractors and suppliers, document control, and contractor/architect/owner correspondence throughout construction and closeout.

**Education**

B.S., Civil Engineering  
Clemson University

**Industry Experience**

12 years

**Time Commitment**

Preconstruction: 25%  
Construction: 100%

**RELEVANT EXPERIENCE**

- City of Charleston Operations Complex | Charleston, SC
- City of Charleston Fire Training Center | Charleston, SC
- Town of Summerville Operations Complex | Summerville, SC
- Charleston County School District - District 4 Stadium New Track | North Charleston, SC
- Coastal Crossroads Industrial | Summerville, SC
- Boeing Dual Line | Charleston, SC
- BWM Press Shop | Greer, SC
- Cummins Project Neptune | Charleston, SC
- SCPA Container Yard Improvements | Charleston, SC
- Volvo Project Bill | Ridgeville, SC
- Volvo Project Jakob | Charleston, SC



**GREG ESTABROOK**  
**SENIOR SUPERINTENDENT**



**Roles/Responsibilities**

As project superintendent, Greg brings 24 years of construction and will be on-site full-time and responsible for the day-to-day direct oversight in the field. He will coordinate all field activities with respect to all subcontractors, materials, equipment, safety, quality, schedule adherence, and inspections.

**Industry Experience**

24 years

**Time Commitment**

Preconstruction: 25%  
Construction: 100%

**RELEVANT PROJECT EXPERIENCE**

- City of Charleston Operations Complex | Charleston, SC
- City of Charleston Fire Training Center | Charleston, SC
- Town of Summerville Operations Complex | Summerville, SC
- Navy Yard Charleston | North Charleston, SC
- Dorchester County Library | North Charleston, SC
- Charleston County School District - District 4 Stadium New Track | North Charleston, SC
- MEDIC EMS Agency HQ | Charlotte, NC
- Eastway Regional Recreation Center | Charlotte, NC
- CMS Palisades High School | Charlotte, NC
- 1616 Center Office Building | Charlote, NC
- Calvary Life Center | Charaltote, NC
- Parker Poe Adams & Bernstein Law Office | Charlotte, NC
- CMS Ranson Middle School | Charlotte, NC
- York Middle School Renovations | York, SC
- Harold C. Johnson Elementary School, York, SC



## WILL CHAMBERS | ALTERNATE PROJECT MANAGER



### Roles/Responsibilities

As project manager, Will brings 20 years of construction experience and will provide the day-to-day administrative oversight of the project. He will be responsible for all budgets, schedules, subcontractors and suppliers, document control, and contractor/architect/owner correspondence throughout construction and closeout.

### Education

B.S., Criminal Justice  
Appalachian State University

### Industry Experience

20 years

### Time Commitment

Preconstruction: 25%  
Construction: 100%

### RELEVANT PROJECT EXPERIENCE

- Carolina Park Recreation Complex Phase III and IV | Mount Pleasant, SC
- Safenest Summerville | Summerville, SC
- Woodwind Amenity | Summerville, SC
- St. Lukes Family Life Center | Summerville, SC
- Pender Woods Amenity | Summerville, SC
- Loris Animal Hospital | Loris, SC
- Panalpina Office Upfit | Charleston, SC
- Marcus & Millichap Office Upfit | Charleston, SC
- Monster Storage | Charleston, SC
- GrandSouth Bank | Charleston, SC
- First National Bank | Charleston, SC
- Ritual Restaurant & Lounge | Charleston, SC
- St. James Retail Center | Mount Pleasant, SC
- Johnson, Mirmiran & Thompson Office upfit | Mount Pleasant, SC



## CAMERON DYSON | ALTERNATE PROJECT MANAGER



### Roles/Responsibilities

As project manager, Cameron brings 12 years of construction experience and will provide the day-to-day administrative oversight of the project. He will be responsible for all budgets, schedules, subcontractors and suppliers, document control, and contractor/architect/owner correspondence throughout construction and closeout. Additionally, Cameron will oversee Edifice's QA/QC program as well as enforce safe work practices and environmental compliance.

### Education

B.S., Civil and Environmental Engineering

### Industry Experience

12 years

### Time Commitment

Preconstruction: 25%  
Construction: 100%

### RELEVANT EXPERIENCE

- Cario Baseball Field | Mount Pleasant, SC
- Navy Yard Charleston | North Charleston, SC
- Coastal Crossroads Industrial - Phase 1 | Summerville, SC
- Roper St. Francis Oncology HOPD Phase 1 | Charleston, SC
- Trident Medical Center Campus parking lot improvements | North Charleston, SC
- Ducks Unlimited, Inc. | Hanahan, SC
- Hussey Gay Bell | Mount Pleasant, SC



### ROBERT POTTER | ALTERNATE SUPERINTENDENT



#### Roles/Responsibilities

As project manager, Robert brings 33 years of construction experience and will provide the day-to-day administrative oversight of the project. He will be responsible for all budgets, schedules, subcontractors and suppliers, document control, and contractor/ architect/owner correspondence throughout construction and closeout.

**Industry Experience**  
33 years

**Time Commitment**  
Preconstruction: 25%  
Construction: 100%

#### RELEVANT EXPERIENCE

- Navy Yard Charleston | North Charleston, SC
- Safenest Summerville | Summerville, SC
- Madison Station, Multi Family/Retail | Mount Pleasant, SC
- The Romney, Multi Family/Retail | Mount Pleasant, SC
- West Ashley Shopping Center | Mount Pleasant, SC
- West Ashley Monster Storage | Mount Pleasant, SC
- Hardeeville Shopping Plaza | Mount Pleasant, SC
- Seacoast Office Buildings | Mount Pleasant, SC
- Huger Street Office Building | Mount Pleasant, SC
- Watermark at Talbot Park, Multi Family | Virginia Beach, VA
- Hampton Inn, Ocean Blvd. | Virginia Beach, VA
- Founders Inn | Virginia Beach, VA
- Marriot Hotel | Norfolk, VA



### MATT HAYNIE | ALTERNATE SUPERINTENDENT



#### Roles/Responsibilities

As project superintendent, Matt brings 11 years of construction and will be on-site full-time and responsible for the day-to-day direct oversight in the field. He will coordinate all field activities with respect to all subcontractors, materials, equipment, safety, quality, schedule adherence, and inspections.

**Industry Experience**  
11 years

**Time Commitment**  
Preconstruction: 25%  
Construction: 100%

#### RELEVANT PROJECT EXPERIENCE

- Carolina Park Recreation Complex Phase III and IV | Mount Pleasant, SC
- Navy Yard Charleston | North Charleston, SC
- Dorchester Commerce Center / Hodge Road | Summerville, SC
- Pure Insurance TI | Charleston, SC
- Pinecrest Amenity Center | Charleston, SC
- Charleston Lash | Mount Pleasant, SC
- Monster Storage | Charleston, SC

## H) EXPERIENCE WITH LOCAL SUBCONTRACTOR MARKET

### EDIFICE'S STRONG SUBCONTRACTOR NETWORK: A FOUNDATION FOR SUCCESS

Edifice partners with over 2,300 subcontractors across the Carolinas, many of whom are local the Lowcountry. This local subcontractor network has played key roles the City of Charleston Operations Complex, currently in preconstruction. Our local presence and community engagement ensure that the Town of Moncks Corner will also benefit, creating excitement and raising awareness of the project within the local market.

Our long-standing relationships with trusted subcontractors have been integral to the successful completion of hundreds of projects. These subcontractors value our fair and streamlined contracts, prompt payments, and collaborative approach during preconstruction and in the field. As a result, they are eager to work on Edifice projects, knowing that they can rely on us for clear communication and consistent support.

Whether local, regional, or statewide, our team ensures we bring the best-qualified subcontractors to the table, fostering healthy competition and driving competitive pricing. By securing the most reliable trades, we guarantee the project's success while maintaining high standards of quality and cost efficiency.

### STRONG SUBCONTRACTOR RELATIONSHIPS

As a company we maintain over subcontractor relationships in our database to choose from when selecting a right-sized and available sub-base for the bidding process. In a strong market, subcontractors and suppliers have no shortage of opportunities. The strength of relationships is a tremendous benefit to our owners knowing the strongest companies in the market will compete strongly to participate in a project managed by Edifice. Subcontractors in the Carolinas want to work for Edifice.

During the preconstruction process we strategically involve some subcontractors for specialized input on constructability, schedule, and budget as a value add to the project team's decision making. Those subcontractors will be included in the estimated 150-200 subcontractors narrowed down as qualified to bid on our project, strategically selected to provide the most qualified and competitive pricing in the market. We intend to use our subcontractor relationships combined with historical and current data from previous projects during preconstruction to give you the most accurate number possible, a number you can count on.

### SUBCONTRACTOR MANAGEMENT

In order to maximize trade contractor or subcontractor bidding on the project, we must get the word out with thorough and well placed advertisements. We will start the process with an initial project information or outreach session that introduces the project facts to the trade contractor community. At this meeting we will talk about the project, our prequalification process, and the upcoming bid process. We also advertise the trade contractor bid packages and hold a networking session in order to foster possible relationships between trade contractors and second tier subcontractors and suppliers.

The prequalification process is next and it once again is advertised thoroughly with well-placed advertisements in local newspapers, construction bulletins, minority publications, and any other appropriate media outlets. Opening up the prequalification process to as many trade contractors as possible ensures that you have a vast pool of trade contractors to choose from for prequalification. Once all trade contractors have been determined for prequalification, we advertise the bid opening. A prebid meeting is scheduled for further information and discussion on the bid day particulars, forms, and requirements.

"Edifice Construction was able to take our very complex project with multiple moving parts and give us an outcome beyond our expectations. From design to cost estimates to groundbreaking to completion, it was a seamless process. They did exactly what they committed to do."

*Dianna Gracely, City Administrator | City of Simpsonville*



## I) PRECONSTRUCTION DEPARTMENT NARRATIVE

### OUR PROVEN PROCESS & APPROACH

Preconstruction is more than making the most out of your budget, it is vital to the overall success of every construction project. Early involvement by professionals that understand every step in the construction process is key.

Edifice negotiates 95% of our work and have built a preconstruction department around the services we provide from concept to clean-up. Edifice has 13 full-time staff in preconstruction made up of seasoned estimators with a capacity to provide more than just an estimate. Our preconstruction department is responsible for the management of the estimating process, assembling cost proposals, value engineering activities, project design document and constructability reviews.

Edifice anticipates the preconstruction period to be a continuous collaborative effort from the time of award leading up to the start of construction. During the process, our team prefers to assist in the both preconstruction and construction of the project by meeting every two weeks. This enables the owner to get the benefit of the our input through every stage of design and construction. We assure tracking mechanisms are in place to communicate changes in the budget during each phase of the pricing exercise. Below is a list of our preconstruction goals that we believe will ensure the success of your project.

Preconstruction goals for this project include:

- Listening to the needs, desires, and vision of the Town of Moncks Corner.
- Contributing to the conversation regarding performance of the design to meet these needs, desires and vision.
- Providing current market pricing for the various systems, products and specialties that make up the cost of the work and offering suggestions for best value and performance.
- Obtain a minimum of three subcontractor quotes from each trade to ensure competitive pricing.
- Provide constructability reviews of the design documents to ensure best practices, high quality, and longevity of the work.
- Identify and coordinate site activities with the building management team prior to the start of construction.
- Provide life-cycle cost and analysis of various systems and equipment so that the Town of Moncks Corner and Creech & Associates can make decisions on the best long-term value.
- Set bi-weekly meetings at the very start of the project. These meetings allow the project team to stay up to date on all project needs, while ensuring the schedule is being met.

The following chart is a synopsis of our project management methodology, depicting the typical services in both the preconstruction and construction phases of a project.

SERVICES			
PRECONSTRUCTION		CONSTRUCTION	
<p><b>Drawing Reviews</b></p> <ul style="list-style-type: none"> <li>• Constructability</li> <li>• Detail Clarification</li> <li>• Drawing Coordination</li> </ul> <p><b>Estimating</b></p> <ul style="list-style-type: none"> <li>• Detailed Quantity Survey</li> <li>• Market Input On Major Trade Packages</li> <li>• Budget Reviews</li> <li>• Value Engineering</li> </ul> <p><b>Quality</b></p> <ul style="list-style-type: none"> <li>• Develop Site Specific QC Plan</li> </ul> <p><b>Safety</b></p> <ul style="list-style-type: none"> <li>• Develop Site Specific Safety Plan</li> </ul>	<p><b>Scheduling</b></p> <ul style="list-style-type: none"> <li>• Design Phase</li> <li>• Permitting</li> <li>• Phasing Milestones</li> </ul> <p><b>Bidding</b></p> <ul style="list-style-type: none"> <li>• Prequalification Process</li> <li>• Sub/Vendor Solicitation</li> <li>• Bid Reviews</li> <li>• O/A/C Bid Recommendations &amp; Awards</li> </ul> <p><b>BIM</b></p> <ul style="list-style-type: none"> <li>• Building Information Modeling</li> </ul> <p><b>GMP Process</b></p> <ul style="list-style-type: none"> <li>• Develop the GMP</li> <li>• Verify Sub Numbers</li> </ul>	<p><b>Schedule</b></p> <ul style="list-style-type: none"> <li>• Further Define Construction Schedule</li> <li>• Progress Updates</li> <li>• Communicate Project Status</li> </ul> <p><b>Budget</b></p> <ul style="list-style-type: none"> <li>• Track Costs Against Original Budget</li> <li>• Present Budget Updates Monthly</li> <li>• Always Seek Ways to Save</li> </ul> <p><b>Communication</b></p> <ul style="list-style-type: none"> <li>• Monthly Reports</li> <li>• Progress Meetings</li> <li>• Accurate Records</li> </ul> <p><b>BIM</b></p> <ul style="list-style-type: none"> <li>• Building Information Modeling</li> </ul>	<p><b>Quality Control</b></p> <ul style="list-style-type: none"> <li>• Preparatory Meetings &amp; Plan Implementation</li> <li>• Initiate Pre-Installation Check Lists</li> <li>• Follow-Up Implementation &amp; Report</li> </ul> <p><b>Safety</b></p> <ul style="list-style-type: none"> <li>• Implement Safety Plan</li> <li>• Conduct Weekly Site Safety Meetings with Subcontractors</li> <li>• Safety Reporting &amp; Records</li> </ul> <p><b>Closeout</b></p> <ul style="list-style-type: none"> <li>• O&amp;M Manuals</li> <li>• Commissioning</li> <li>• Warranties</li> </ul>

Edifice views the Town of Moncks Corner, the architects, engineers, consultants, trade contractors, and other organizations who are involved with the project or tied to the project as partners. This group becomes the project team. As a construction manager at risk we are to be an extension of the school district, your fiduciary, we will represent the Town on this project. To ensure success, Edifice employs a process of six important items on all of our projects. We have intertwined our expectations of the Town in each of these steps.

### **OPEN COMMUNICATION AND CONSTANT UPDATES**

We'll need your input and you'll need ours throughout the project for important and timely decisions. Good news or bad, we must keep the team informed.

### **SCHEDULE – TEAM BUY-IN AND ACCOUNTABILITY**

The Town's input on the schedule is a must as you'll be ordering furniture, fixtures, and equipment that has to time with the completion of construction  
The Town may have vendors performing services around the campus as well as other public or utility entities

### **PROTECT THE PROGRAM AND BUDGET**

We'll need you to make decisions on what is most important to your project so we can provide the best bang for your buck

### **PROCUREMENT STRATEGIES**

Logistics and shortages have forced us to procure materials earlier to lock in on pricing and delivery dates. Work with us on developing early bid packages and funding to get ahead of these long term needs.

### **TEAMWORK & COLLABORATION – THE PROJECT IS MORE IMPORTANT THAN ANY FIRM OR TEAM MEMBER**

The project is more important than any individual, and any individual firm. If we all have that mindset, it will be a very successful project.

### **STRESS FREE, COMFORTABLE, FUN FULFILLING EXPERIENCE**

It needs to be business as usual for the Town and the folks involved in the project. We want you to be a part of the process and the decision making, but we don't want it to be a burden for you.

All of these items need input and involvement from the Town of Moncks Corner and the design team.

**Management:** Josh Spencer will be the Town's main point of contact for this project and will represent the Edifice team throughout design and construction phases. It will be Josh's responsibility to manage the preconstruction operation through the design and budget phases to the GMP negotiations. Josh will be a management and coordination link to the project team and building inspectors. Josh will coordinate and manage trade package bids with the preconstruction team, and then facilitate contract negotiations and scheduling for the project management team. During construction, Josh will provide direct oversight of the construction management team.

**Preconstruction:** Andrew Knight, with assistance from the rest of the preconstruction team, will be responsible for the management of the estimating process, assembling cost proposals, value engineering activities, project design document and constructability reviews. He will ensure tracking mechanisms are in place to communicate changes in the budget during each phase of design. During the construction, the preconstruction team will provide support to the construction team for necessary pricing exercises. At each design milestone our preconstruction team will assemble a detailed, descriptive quantity takeoff to produce the budget and/or updates, conduct constructability reviews with our project manager and superintendent, and coordinate clash detection in the BIM. They will also orchestrate the pre-qualification process, outreach, and project information sessions, bid advertisements, and pre-bid meetings. The preconstruction team will also manage the public bid process following all South Carolina and the Town's bidding requirements.

**Construction Operations Team:** Alex White will be responsible for the day-to-day administrative control and operations oversight of the project. This includes but is not limited to contract negotiations, writing subcontracts, subcontractor management, processing submittals, processing RFI's, change management, accounts receivables, account payables, addressing constructability issues, document control, schedule generation and maintenance, budget control and reporting, maintaining all logs, lead owner/architect/contractor meetings, and managing the meeting minutes and communication process for the project.

Our project superintendents will be responsible for the day-to-day oversight of the project and have daily authority on the site. This includes but is not limited to scheduling subcontractors, project safety, project cleanliness, pushing and maintaining scheduled progress, quality control, erosion control, environmental control, obtaining appropriate approvals and inspections, coordinating subcontractor trades, and assuring overall project harmony.

## SAFETY

It is the policy of Edifice that every employee be entitled to work under the safest possible conditions for the construction industry. To this end, every reasonable effort made is in the interest of accident prevention, fire protection, and health preservation. All local, state, and federal safety codes will be adhered. Edifice endeavors to maintain a safe and healthful workplace. It provides safe working equipment and all necessary personal protective equipment made available. In the event of injury, the best first aid and medical service available will be provided. Our safety program is managed by Chris Gates. The overall effectiveness of the safety program is his responsibility. Duties include the review and analysis of accident information, safety meeting reports, communication of pertinent information, and compliance with OSHA standards.

The responsibility for safety on each job remains with the superintendent of that job. Their duties include the reviewing of all accident investigation and safety inspection reports for the job. They must also maintain a log or list of accidents to help in identifying accident trends. The superintendent will perform a daily inspection of the job site at the beginning of each day and as often as needed thereafter. A written checklist is used at least monthly on all job sites and a copy will be sent to the office to be reviewed and maintained for record. All work-related accidents and all "near miss" accidents are investigated by the foreman. A written report will be prepared and forwarded to the office for record. The necessary precautions to prevent similar accidents will be taken and others in the area will be re-instructed or cautioned as necessary. The superintendent is responsible for conducting weekly toolbox talks at which accidents and other information concerning the safety of workers will be discussed.

OVER  
**4** MILLION  
MANHOURS  
WITHOUT  
a lost-time  
accident

**22** YEARS  
WITHOUT  
a lost-time  
accident

## QUALITY CONTROL PROGRAM

We have developed and implemented a quality control program that is built on the Corps of Engineers and United State Navy's "Construction Quality Management (CQM)" plan. This very systematic approach to quality is derived from following a set of repeated processes for each component of the project throughout the life of the construction project. Starting with the end goal in mind, each definable feature of work is identified and predetermined as to the intended quality outcome. We work throughout the preconstruction phases of a project until the very end of construction to assure the intended results are met. These procedures in our quality control program enable our subcontractors to complete their work to the industry's highest standards.

The CQM system is built on a precise set of checklists that follow the same basic setup and implementation for each definable feature. This system briefly explained below is what we call the PIF system and is as follows:

**P – Preparatory:** Before any work begins each definable feature is identified and a check list completed that includes product details, installation instructions, inspection requirements, submittal information, checks of all prerequisite work, appropriate hazard analysis and testing procedures.

**I - Initial:** At the very beginning of the installation each definable feature will have another check list completed that includes the review of the Preparatory Meeting, review of all prerequisite work, review of installation instructions, product verifications, specific safety requirements, and any appropriate hazard analysis identified.

**F - Follow Phase:** Daily checks are performed to assure continuing compliance with contract requirements including safety, testing, inspections, and installation instructions. Reports are developed and kept to document the installation.

The Edifice CQM program ensures quality construction is achieved creating an environment where every component fits and functions as intended so our customers can focus on their business and not deal with future building issues.

## SCHEDULING

We believe that the generation, maintenance and utilization of the project schedule is absolutely key to achieving our project completion dates. Our philosophy is to be the keeper of the entire project schedule, not just of the construction activities, but of every phase of the construction process including the design, permitting, submittals, construction, inspections, owner's equipment, project close-out requirements. We don't develop our schedules in a "vacuum." The success of building a usable working schedule depends on the buy-in and input of the entire project team including the owner, architect, engineers, contractor, and the subcontractors.

**Preconstruction:** We will generate a milestone schedule at the onset of the project. This schedule incorporates all the projects major milestones including all design completion dates, permitting requirements, and major construction activities and sequencing.

**Construction:** We will build upon the milestone schedule generated during the preconstruction phase and expands the construction activities to include all construction activities, sequencing and durations. We incorporate all long-lead material lead times and their respective submittals to make sure we are pro-active in our approach to the buyout and submittal process. We incorporate any owner equipment or fixtures so they can be coordinated with the other trades. We build our schedules to include any special inspection requirements and any specific certificate of occupancy needs.

**Ownership:** The majority of our schedules are completed and maintained in-house by our project manager utilizing Suretrak or Phoenix software. On our large complex projects and state construction projects we employ the services of several third party scheduling consultants who utilize Primavera P6 software.

*"The efficiency, cost controls (it came in under budget) and attention to detail shown by the Edifice team are a great reflection on the company. Everyone's involvement on every level of detail and the ability to compromise made the administration of the project a success for all."*

Bryan Turner, Sr. Project Manager  
Mecklenburg County

## COST CONTROL (SD VS DD VS CD VS GMP)

Our preconstruction process is set up to help the entire team including the owner, contractor, designer, engineers, and subcontractors minimize conflicts or potential programs. Our budget process and constructability reviews at each design milestone (schematic, design development, and construction documents) allow interaction between all project team members. We all work together to resolve conflicts and drawing omissions during preconstruction. Our goal is to help the designers put together a strong set of contract documents that is comprehensive, eliminates the gray, and the guesswork by the trades ensuring their most competitive bid numbers.

All of our costs and scheduling details are handled with an "open book policy." We share the details of every pricing situation from preconstruction estimates to actual job costs. The project budget is monitored at each design milestone with detailed itemized cost breakdown where subcontractor and supplier commitments are measured against the itemized budget. As plans are further developed, the budget from the previous design milestone is compared to the current design milestone budget. This comparison allows the team to track and monitor any ups and downs on trades, materials, or equipment. It promotes discussion on cost-saving measures and helps us maintain the budgets within the budget. During construction all costs, contingency expenditures, owner-proposed scope adds or revisions are discussed at weekly or bi-weekly meetings. Open communication with the owner about the status of the project budget is always constant throughout the progress of the job.

Our first estimate is based on detail quantities and unit prices so that we can have a meaningful review meeting with the entire team to ensure scope accuracy and inclusion of owner's intent. We bench mark the estimate against similar projects and get subcontractor market pricing. This allows for a very accurate estimate from the very beginning. Along side our constructability review, we review the documents for bid readiness. We know that clear and concise plans allow for subcontractors to bid projects more aggressively which results in a lower construction cost. We are confident our process produces a number you can trust from the very first estimate.

Andrew Knight, with assistance from the rest of the preconstruction team, is responsible for the management of the estimating process, assembling estimates, value engineering activities, project design document and constructability reviews. They assure tracking mechanisms are in place to communicate changes in the budget during each phase of the pricing exercise.

We would like to offer two recent success stories where we were brought in very early. These clearly demonstrate our preconstruction departments fortitude to accurately provide numbers you can plan with and make solid choices throughout the process.

**SIMPSONVILLE MUNICIPAL COMPLEX**

Schematic Budget: \$37,037,082  
 GMP Contract: \$37,596,392

**HUNTERSVILLE TOWN HALL**

Schematic Budget: \$31,427,476  
 GMP Contract: \$29,997,055

Our preconstruction process minimizes change orders, design omissions, and unforeseen circumstances. It's our goal to eliminate all the above, but nothing is 100% certain. Our detailed quantity takeoffs, design milestone budgets, constructability reviews, planning, scheduling, trade contractor scopes of work, bid package manual, and coordination meetings with the owner and designers during preconstruction services helps to build a thorough, biddable set of construction documents. This process helps eliminate guessing and uncertainty so the trades can put their best price forward without guessing - deleting the "just in case" contingencies in their bids. This process and our efforts in preconstruction also help to eliminate schedule challenges in construction by building the project on paper or in a model before a shovel even hits the ground.

Initial Budget Estimate to GMP through Final Cost

**3%**  
 HISTORICAL average

**DOCUMENT CONTROL**

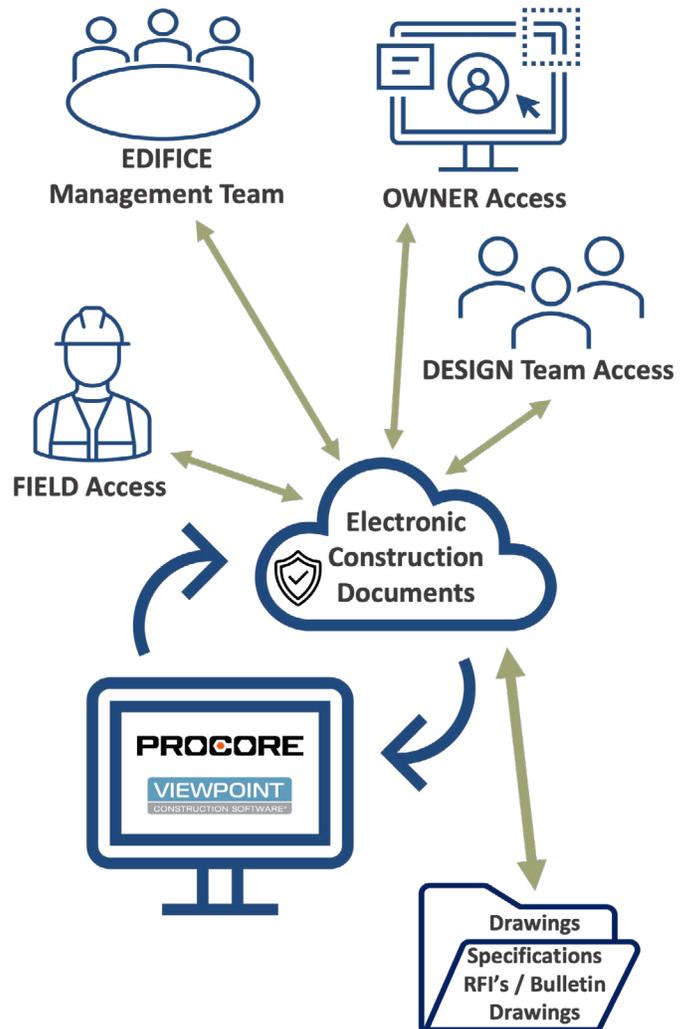
Effective document control is essential in today's fast-paced, technology-driven construction environment. Maintaining a single, up-to-date set of documents throughout the project is crucial for accuracy and efficiency. To achieve this, we will continuously update as-built documents and store the most current versions in BlueBeam Studio's cloud platform, eliminating outdated hard copies on-site. Additionally, we'll set up digital screens in the project office for on-site personnel to access the latest documents, while the entire team will have online access, ensuring everyone works from the most accurate and up-to-date information.

**COMMUNICATION**

Clear communication and effective coordination are essential for a successful project. As your trusted advisor, we are dedicated to listening, responding, and fostering a collaborative and inclusive process throughout the design and construction phases. Our team excels at connecting people, sharing information, and creating an environment where stakeholders come together seamlessly.

**STAKEHOLDER GROUP MEETINGS**

Biweekly meetings will serve as a dedicated platform for high-level coordination between you, the design team, and consultants. These sessions will focus on overall project logistics and provide an opportunity for the county to establish or refine goals and objectives. Additionally, they will offer a space for the design team to deliver presentations or conduct charrettes with stakeholders, ensuring alignment and collaboration throughout the project.



## J) CONSTRUCTABILITY REVIEWS

Our constructability review process is a systematic examination of construction plans, designs, and specifications to assess their feasibility, efficiency, and practicality in execution. The primary goal is to identify and address potential issues, conflicts, or inefficiencies early in the project life-cycle to minimize costly changes and delays during construction. We begin by forming a multi-disciplinary review team consisting of architects, engineers, contractors and any other relevant stakeholders. This review team brings diverse expertise and perspectives allowing for a comprehensive evaluation of the project documents and identify any issues, concerns, or discrepancies.

By conducting a thorough constructability review early in the project life-cycle, potential issues can be identified and addressed proactively, ultimately leading to smoother construction processes, fewer change orders, and improved project outcomes.

### Building Information Modeling (BIM) & Technology Tools

At Edifice, we harness innovative Building Information Modeling (BIM) tools to enhance project outcomes. Our team worked with Autodesk 360 to pilot a groundbreaking platform: Collaboration For Revit (C4R), offering real-time collaboration and seamless communication across project stakeholders.

### HOW BIM BENEFITS YOUR PROJECT:

- Enhanced Collaboration: Cloud-based tools ensure smooth coordination with design teams, consultants, and contractors.
- Proactive Problem-Solving: Early clash detection identifies and resolves potential issues before construction begins.
- Visual Insights: Models help visualize overhead MEP installations and provide owners with a clear understanding of site logistics.
- Instant Feedback: Mobile-friendly platforms allow for real-time updates and adjustments.

### BIM IN ACTION:

- Preconstruction: Streamline estimates, coordinate designs, and identify constructability issues early.
- Construction: Use advanced clash detection and coordination meetings to resolve conflicts, produce precise drawings, and optimize MEP installations.

Our team also supports owners post-construction by preparing models that assist facilities departments in tracking maintenance and warranty records. Edifice will scan the site at project completion to expedite turnover of the as-built BIM model. By integrating BIM early in the design process, we ensure efficiency, precision, and exceptional project delivery.

## ADDITIONAL TOOLS & PLATFORMS

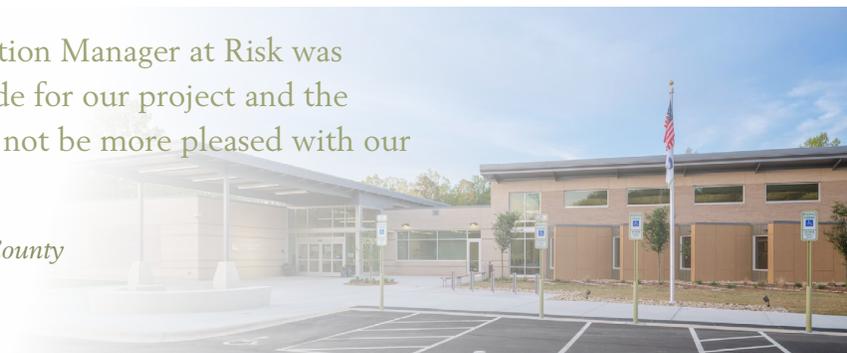
- Autodesk Suite software
- SketchUp
- 360 Laser Scanning
- Meeting Platforms
- Procore & NewForma Platforms
- FieldLens: FinishLine Pro
- Drones & Onsite Cameras
- Touch Plan
- 3D walk through of the building
- 3D As Built Models
- Operations Manuals and Tagging in the Final As Build Model
- Maintenance Bar Coding on facility equipment for service

## K) REFERENCES

CLIENT	PROJECT NAME
<b>City of Charleston</b> Chase Anderson, Sr. Construction Project Manager E: Andersonc@charleston-sc.gov P: 843.720.3910	<b>City of Charleston Operations Complex</b> <b>City of Charleston Fire Training Facility</b>
<b>Dorchester County</b> Rebecca Dantzer, Capital Projects Manager E: RDantzer@dorchestercountysc.gov P: 843.563.0033	<b>Dorchester County Library</b>
<b>City of Simpsonville</b> Dianna Gracely, City Administrator E: dianna@simpsonville.com P: 864.967.9526	<b>Simpsonville Municipal Complex</b>
<b>Mecklenburg County</b> Bryan Turner, Sr. Project Manager E: Bryan.Turner@mecklenburgcountync.gov P: 980.314.2504	<b>Mecklenburg County MEDIC EMS Agency HQ</b> <b>Eastway Regional Recreation Center</b> <b>American Legion Memorial Stadium</b> <b>South County Regional Library</b>
<b>Town of Mint Hill</b> Brian Welch, Town Manager E: bwelch@admin.minthill.com P: 704.545.9726	<b>Mint Hill Public Facilities</b> <b>Mint Hill Town Hall</b> <b>Mint Hill Police Department HQ</b>
<b>Town of Wrightsville Beach</b> Haynes Brigman, Deputy County Manager E: hbrigman@towb.org P: 910.253.2016 <i>*Previously with Brunswick County and Town of Harrisburg</i>	<b>Brunswick County HHS Complex</b> <b>Harrisburg Fire Station</b> <b>Harrisburg Public Facilities</b>
<b>Town of Huntersville</b> Anthony Roberts, Town Manager E: aroberts@huntersville.org P: 704.875.6541	<b>Huntersville Town Hall</b>
<b>Town of Pineville</b> Ryan Spitzer, Town Manager E: rspitzer@pinevillenc.gov P: 704.889.2291	<b>Pineville Town Hall and Library</b> <b>Pineville Fire Station</b>
<b>City of Anderson</b> Andrew Strickland, Assistant City Manager E: astrickland@cityofandersonsc.com P: 864.260.4444	<b>Linley Park revitalization</b> <b>Caters Lake Park revitalization</b>

“...Selecting Edifice as our Construction Manager at Risk was the best decision we could have made for our project and the citizens of Union County. We could not be more pleased with our selection.”

*Brian Matthews, County Manager | Union County*



## L) MWBE, LOCAL AND MINORITY PARTICIPATION

We plan to utilize our experience and years of successful inclusion with the minority contracting community to provide equal access for all. We provide opportunities to participate fully in all aspect of this project; prohibit discrimination on the basis on race, color, national origin, religion, gender, and where otherwise qualified physical disabilities. We will work with the Town of Moncks Corner to meet or exceed any goal established. Edifice has a long history of providing opportunities to small, women, and minority-owned businesses and for achieving the greatest participation possible on our construction projects.

Our plan to achieve the project's goals is outlined below.

### PLAN OBJECTIVES

- To provide MWBE's equal access to opportunity
- To achieve and exceed the project's MWBE goals
- To set the standards of MWBE success within the Town of Summerville.
- To increase the level of knowledge within the MWBE contracting community and to raise the awareness of available construction services offered by those firms.

### OUTREACH: SOLICITATION

We will solicit MWBE interest in the project utilizing the following methods:

- Identifying potential MWBE firms using available resources including:
  - County and city databases of certified small businesses
  - SWUC Database
  - Trades Organizations (HCAC, MMCA, UMCSC, SC Coordinators Network)
- Electronic notifications, Edifice website
- Advertising through print media and social media

### PROCUREMENT: GOOD FAITH EFFORTS

We will proactively recruit MWBE's for the project by:

- Hosting a project information session & outreach
- Structuring reduced barrier packages for example; Flooring, Paint, Concrete, Site work, Periodic and Final Cleaning
- Reviewing General Conditions for MWBE opportunities including: temporary fencing, office supplies/equipment, first aid and safety supplies, document printing and reproduction
- Provide project documents to trade associations

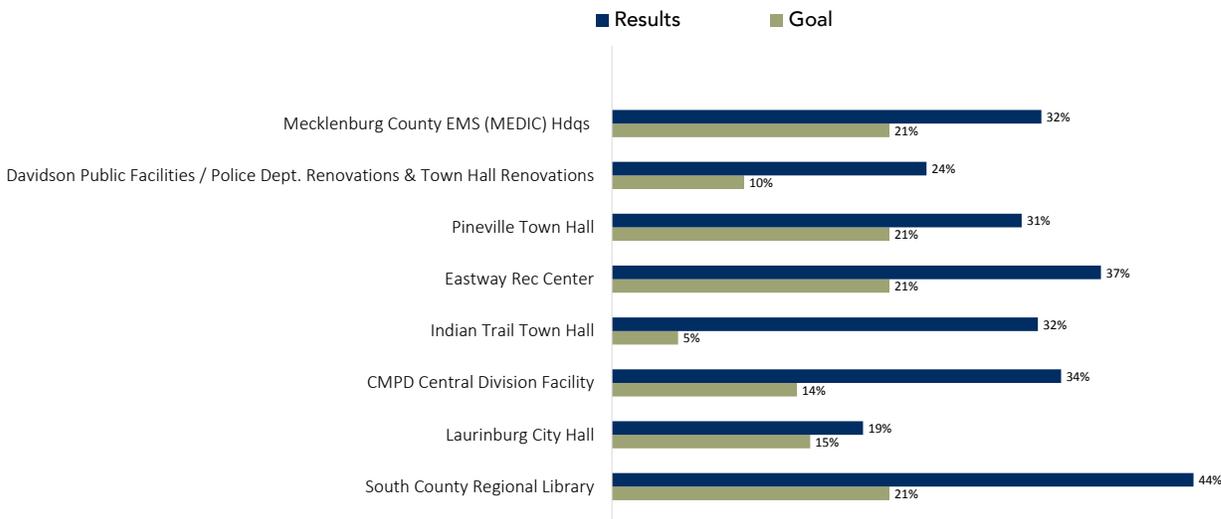
### MONITORING & REPORTING

- Bid/Post bid compliance reports.
- Monthly utilization reports.
- Final MWBE utilization report.

### TECHNICAL ASSISTANCE

We will assist MWBE's in the preparation of pre-qualification statements and proposals by:

- Hosting a pre-qualification workshop & contractor round-table meeting
- Providing individual one-on-one assistance in completing the pre-qualification forms.
- Reviewing project requirements, and manpower with MWBE primes.
- Offering referral assistance to MWBE's to match them with appropriate suppliers/contractors.
- Provide certification assistance.
- Host bid compliance workshop to review program compliance
- Connect MWBE's to community resources (insurance, bonding, access to capital)



**MWBE & LOCAL PARTICIPATION**

### M) KEY PERSONNEL AVAILABILITY

Please see short resumes for this information.

### N) CONTRACTOR'S LICENSES



## O) LITIGATIONS

There are currently no pending or threatened litigation matters against Edifice. Over the past five years, Edifice has been involved in a small number of litigation matters, all of which have resulted in either a dismissal of the claims against Edifice and/or an amicable resolution between the parties. If needed, additional information can be provided.

History of Bankruptcy or Reorganization  
None

History of Failure to Complete a Contract  
None

## P) SAFETY RECORD

Please see our EMR for the last five years to the right.



5/3/2024

Tod Creech  
CFO  
Edifice, LLC.  
4111 South Boulevard  
Charlotte, NC 28209

Dear Tod,

Thank you for your interest with regards to your experience modification. As you know, Edifice has enjoyed historically low experience modifications due to your emphasis on safety, training, culture and zero-tolerance policies.

Year	Experience Modification
2024	0.81
2023	0.83
2022	0.72
2021	0.86
2020	0.96
2019	1.05

The 2019 and 2020 calculation include one loss that involves an Edifice driver that was hit by another vehicle. This vehicle was found at-fault and we will subrogate this claim. Under North Carolina law, the Worker's Compensation claim is primary and must close before we can subrogate back to the other party. The experience modification does not allow for any exception on this, which is frustrating but the law nonetheless.

To reconstruct your experience modification rate without this auto loss that was not your fault yields an experience mod of 0.79 in 2019, 0.75 in 2020 and 0.72 in 2021, which more accurately describes your work product from a safety perspective.

If you have any questions regarding how this ratio works, please give me a call.

Regards,

**Alan Wise**  
Managing Director  
Southeast Region

**NFP Corporate Services (SE), Inc., dba NFP Property & Casualty**  
1901 Roxborough Road | Suite 300 | Charlotte, NC 28211  
P: [704.523.4222](tel:704.523.4222) | F: [704.523.0024](tel:704.523.0024) | [www.nfp.com/SE](http://www.nfp.com/SE)

Sample Bonding Letter

Phone: 704-376-9161  
Fax: 704-342-0343  
www.willis.com

It is a pleasure to share with you our association and surety credit relationship with Edifice, LLC.

Our association with Edifice, LLC has been established for several years. We consider the firm and the management team true professionals in the field of general contracting. Operations are conducted with fiscal responsibility, proficient technical and managerial skills and ethics of the highest caliber. The Edifice, LLC team consists of dedicated professionals committed to a quality construction product.

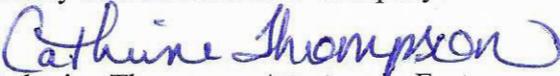
Liberty Mutual Insurance Company, rated A XV, has conducted a careful underwriting review to establish significant surety credit parameters for Edifice, LLC and has supported individual bonds in excess of \$125,000,000, with aggregate support exceeding \$500,000,000. Liberty Mutual Insurance Company has always responded favorably to any bond needs of Edifice and anticipates no difficulty continuing this service.

Naturally, please understand the execution of any surety credit would be subject to normal underwriting considerations at the time of the request, including review of contract terms and conditions and project financing.

We certainly recommend the construction services of Edifice, LLC to you. Please let us know if we can be of further assistance.

Sincerely,

Liberty Mutual Insurance Company

  
Catherine Thompson, Attorney-in-Fact

Willis of North Carolina, Inc.  
P. O. Box 31817  
Charlotte, NC 28231

## R) REDUCTION OF COST

Our team is well versed on federal and state funded projects and knows how to successfully navigate their requirements.

- Potential Grant with USDA: Community Facilities Direct Loan & Grant Program in South Carolina | Rural Development (usda.gov).
- Our team has worked successfully with, Nikkie Toomes, at the USDA grant and loan office in Walterboro on past projects.
- The American Rescue Plan Act (ARPA) and Community Development Block Grant funding can require compliance with National Environmental Policy Act (NEPA) under certain circumstances. We can assist with helping to identify alternative funding sources and provide NEPA services such as justification documentation for Categorical Exclusions and/or full Environmental Assessments as required to comply with lead agency requirements.
- On the Iredell County Public Safety Center (PSC), the County was able to secure NC 911 Board funding. The grant did not get approved and implemented until we were well into construction. The exercise we had to perform to help the County was during construction was the value of the 911 Call Center and EOC areas. The grant was for \$950,000, so it gave the County the ability to further enhance the facility and it's redundancy needs. The PSC included a 12 console 911 call center, an Emergency Operations Center (EOC), two large emergency generators that worked in tandem to back up the facility. The Center also acted as an EMS station for the County.

## WHY Edifice?



## CLIENT SATISFACTION

Our team's ability to partner and collaborate with the Town of Moncks Corner and the design team is our strongest asset. This is a priority and focus for Edifice and has been since our inception in 1978. A project will not be successful unless the project team is pushing, pulling, communicating, and coordinating together.

## EXPERTS AT CM at RISK

Our CM at Risk process leads to successful projects and helps Edifice get selected for projects time and time again. Our experience working with municipalities is a valuable asset as well, as is our relevant experience.

## PROVEN RELEVANT EXPERIENCE

Edifice is proud to help build the structures that engage and enrich the community. We have completed over 2 million square feet of municipal projects throughout the Carolinas.

## SAFETY & QUALITY ARE A PRIORITY

OVER  
**4** MILLION  
MANHOURS  
WITHOUT  
a lost-time  
accident

**22** YEARS  
WITHOUT  
a lost-time  
accident

Edifice can provide you great preconstruction and construction services from beginning to end of the project.

We'll be there to help out with any needs for the life of the facility.

# NEVER WALK AWAY



CHARLOTTE • CHARLESTON • GREENVILLE  
[www.edificeinc.com](http://www.edificeinc.com)

"Having had experience with many large, even global GCs over the last 35 years, I have frankly not had the experience that I have enjoyed with Edifice...ever. They have our backs and continue to be a real partner in bringing us to market with an outstanding US Class building."

Bryan Tuttle | Tuttle Company

**NEVER  
WALK AWAY**  
We will be here for you long after your project is complete.

**TOWN OF MONCK'S CORNER REGULAR MEETING**  
**Tuesday, February 17, 2026**

**Title:** Town Hall and Fire Station 1 CM@R Construction Manager  
Preconstruction Services

**Background:**

Under the Construction Manager at Risk process, the Town selects a construction manager early in the project to provide preconstruction services during the design phase. These services include cost estimating, constructability reviews, scheduling, and value engineering to help control costs and reduce risk. Approval of this item authorizes the selected firm to provide preconstruction services only. A separate contract for construction services, including establishment of a Guaranteed Maximum Price (GMP), will be brought forward for Council consideration once design is complete.

We solicited qualifications on May 13, 2025, and received them on June 3, 2025. Staff reviewed and scored the five submittals received.

Staff recommendation is to engage Edifice Construction and requested they prepare a proposal for this project on July 9, 2025. Since then, changes in the scope of the project (adding the new Townhall site) have made it necessary for us to wait till now to present their proposal.

Their proposal is for is broken into two, one for public safety functions and one for everything else to accommodate grant requirements. The first is \$12,956 for Public Safety and then \$32,383 for all other areas, for a total of \$45,339.

**Exhibits:** SCBO Ad  
Qualification Evaluations  
Edifice Qualifications  
Edifice Proposals

**Funding:** General Fund  
County Grant

**City Council action requested:** Accept proposals from Edifice Construction for Construction Manager Preconstruction Services for a total of \$45,339.

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT CONCERNING THE VILLAGE SQUARE DEVELOPMENT, AUTHORIZING THE EXECUTION THEREOF, AND OTHER MATTERS RELATING THERETO.**

**NOW THEREFORE, BE IT ORDAINED**, by the Town Council of Moncks Corner (the “*Town Council*”), the governing body of the Town of Moncks Corner, South Carolina (the “*Town*”), as follows:

**Section 1 Findings.** The Town Council makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(1) The Town Council is authorized pursuant to the South Carolina Local Government Development Agreement Act, codified at Title 6, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to enter into development agreements (generally, “*Development Agreements*”) with developers that provide certain terms under which developments may proceed.

(2) The Town has received a request from STYO Development, LLC. (the “*Property Owner*”) that the Town consider entering into a Development Agreement concerning that certain 29.97 highland acres and approximately 1.33 acres of wetlands, for a total of 31.30 acres of real property of the Property Owner, identified by Berkeley County TMS Number 162-00-01-017, comprising the Village Square development (the “*Development*”). The form of the Development Agreement between the Town and the Property Owner concerning the Development is attached to this Ordinance at **Exhibit A** (the “*Village Square Development Agreement*”).

(3) In accordance with Section 6-31-50 of the Act, the Town has caused a notice of a public hearing concerning the Village Square Development Agreement to be published in a newspaper of general circulation within the Town, providing notification of the date, time, and location of such public hearing, and which included certain particulars concerning the Development and the Village Square Development Agreement. As further required by Section 6-31-50 of the Act, at this public hearing the Town Council announced the date, time, and place of a second public hearing concerning the Village Square Development Agreement.

(4) The Town Council now desires to approve and enter into the Village Square Development Agreement in accordance with the Act.

**Section 2 Approval of Development Agreement.** The Town hereby agrees to enter into the Village Square Development Agreement. The form, provisions, terms, and conditions of the Village Square Development Agreement, as attached at **Exhibit A** of this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Village Square Development Agreement were set out in this Ordinance in its entirety. The Mayor of the Town (the “*Mayor*”) is hereby authorized, empowered, and directed to execute the Village Square Development Agreement in the name and on behalf of the Town; the Clerk to the Town Council (the “*Clerk*”) is hereby authorized, empowered, and directed to attest the same; and the Mayor is further authorized, empowered, and directed to cause the delivery of the Village Square Development Agreement to the Developer. The Village Square Development

Agreement, as executed and delivered, is to be in substantially the form as attached at **Exhibit A** of this Ordinance, or with such changes therein as shall not materially adversely affect the rights of the Town thereunder and as shall be approved by the official or officials of the Town executing the same, upon the advice of legal counsel; their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Village Square Development Agreement approved hereby.

**Section 3 Further Action.** The Mayor, the Town Administrator (the “*Town Administrator*”), and the Clerk, for and on behalf of the Town, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the Town under and pursuant to the Village Square Development Agreement. The Mayor and the Town Administrator, or either one of them acting alone, are hereby authorized to execute and deliver on behalf of the Town all certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

**Section 4 Severability.** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 5 Repealer; Effective Date.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of Page Left Blank]

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN MONCKS CORNER**

ATTEST:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_  
Thomas J. Hamilton, Jr. Mayor

First Reading: [February 17, 2026]  
First Public Hearing: [February 17, 2026]  
Second Reading: [March 17, 2026]  
Second Public Hearing: [March 17, 2026]

**Exhibit A**  
**Form of Village Square Development Agreement**

**VILLAGE SQUARE  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA,  
AND  
STYO DEVELOPMENT, LLC**

**Prepared by:  
R. Stewart Miller, Jr.  
Burr & Forman LLP  
2411 N. Oak Street, Suite 206  
Myrtle Beach, SC 29577**

**VILLAGE SQUARE  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MONCK'S CORNER, SOUTH CAROLINA,  
AND  
STYO DEVELOPMENT, LLC**

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**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit A-1: Boundary Survey
- Exhibit B: Conceptual Land Use Plan
- Exhibit C: Development Schedule
- Exhibit D: The Town of Moncks Corner Land Development Regulations Ordinance
- Exhibit E: Development Agreement Ordinance
- Exhibit F: Village Square Planned Development Guidelines
- Exhibit G: Form Partial Assignment

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF MONCKS CORNER, SOUTH CAROLINA,**

**AND**

**STYO DEVELOPMENT, LLC**

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Moncks Corner, a political subdivision of the State of South Carolina (the "Town") and STYO Development, LLC, a South Carolina limited liability corporation (the "Property Owner").

**RECITALS**

This Agreement is predicated upon the following:

I. The Code of Laws of South Carolina (the "S.C. Code") Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the "Act"), enables local governments to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

II. Pursuant to the Act, the Town conducted public hearings regarding its consideration of this Agreement on \_\_\_\_\_, 2026, and \_\_\_\_\_, 2026, after publishing and announcing notice, in accordance with the Act and the current Town of Moncks Corner Land Development Regulations Ordinance adopted October 16, 2012, as amended.

III. The Town Council adopted Ordinance Number \_\_\_\_\_, thereby rezoning it Planned Development, PD and approving the Village Square Planned Development Site Development Regulations (the "Development Guidelines"). A copy of the Ordinance and Development Guidelines is attached hereto as Exhibit F.

IV. The Town Council adopted Ordinance Number \_\_\_\_\_ on \_\_\_\_\_, 2026, (a) determining that this Agreement is consistent with the Town Comprehensive Plan, the Act, and the Current Regulations, hereinafter defined, of the Town, and (b) approving this Agreement. A copy of the Ordinance is attached hereto as Exhibit E.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the parties, the parties agree as follows:

1. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

- (a) A legal description of the Real Property is set forth in Exhibit A.
- (b) A boundary survey of the Real Property is set forth on Exhibit A-1.

The Real Property currently consists of approximately twenty-nine and ninety-seven hundredths (29.97) acres of highland acres and approximately one and thirty-three hundredths (1.33) acres of wetlands, for a total acreage of approximately thirty-one and three tenths (31.30) acres, as more fully depicted on Exhibit A-1.

The Property Owner may notify the Town from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council and the Planning and Zoning Administrator; provided, however, that no other property shall be added to the Agreement unless: (1) the Development Plan is duly amended; and (2) this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, et seq.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Building Development Standards” mean minimum standards for the area, width, building coverage, building setback, and yard requirements for Lots or Development Parcels.

(c) “Comprehensive Plan” means the Town of Moncks Corner Comprehensive Plan, adopted May 16, 2017, as amended through the Effective Date, and adopted pursuant to S.C. Code Section 6-7-510, et seq., 5-23-490, et seq., 6-29-310, et seq., or 4-27-600 and the official map adopted pursuant to S.C. Code Section 6-7-1210, et seq.

(d) “Current Regulations” mean the Comprehensive Plan; and the Town of Moncks Corner Land Development Regulations Ordinance, adopted October 16, 2012, as amended through the Effective Date, which is attached as Exhibit D, and the Development Guidelines, attached as Exhibit F.

(e) “Development” means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement. This definition does not include commercial timbering, which may continue on Undeveloped Tracts during the Term of this Agreement.

“Development,” as designated in a land or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(f) “Development Parcel” means any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way and Open Space.

(g) “Development Permit” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development or use of property.

(h) “Dwelling Unit” means one or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short term stays, assisted living facilities, nursing homes, or other commercial properties.

(i) “Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

(j) “Green Space” means areas dedicated to buffers, or naturally occurring or developed wetlands.

(k) “Land Development Regulation” means ordinances and regulations enacted by the Town or the State of South Carolina for the regulation of any aspect of Development and includes the Town’s zoning, subdivision, building construction, occupancy or sign regulations or any other regulations controlling the Development or use of property.

(l) “Law” means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules) adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

(m) “Local Government” means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public Facilities.

(n) “Lot” means Development Parcel identified in a Subdivision Plat recorded in the Berkeley County Register of Deeds Office.

(o) “Open Space” means areas dedicated to roadways and Green Space.

(p) “Parties” means the Property Owner and Town.

(q) “Parcel” means any of those tracts of Real Property that are identified in Exhibit B, as same may be specifically identified by the filing of a subdivision application.

(r) “Project” is the Development that will occur within and upon the Property described in Exhibit A and Exhibit A-1.

(s) “Property Owner” means STYO Development, LLC, a South Carolina limited liability corporation, together with all subsidiaries thereof and other related entities, which have a legal or equitable interest on the date of execution hereof in any of the Real Property as described in Paragraph 5 and includes STYO Development, LLC’s successors in interest or successors in title and/or assigns by virtue of assignment or other instrument pursuant to Paragraph 29 hereof.

(t) “Property Owners Association” or “POA” means one or more Property Owners Associations that may be established pursuant to Section 12B.

(u) “Real Property” is the real property referred to in Paragraph 5 and includes any improvements or structures customarily regarded as part of real property.

(v) “Subdivision Plat” means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

(w) “Undeveloped Lands” in existence on the date of execution of this Agreement is the Real Property indicated on Exhibit A and Exhibit A-1. Undeveloped Lands shall, during the Term of this Agreement, include Real Property that (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as Lots or parcels thereon, and has not had a building permit issued for it.

3. Compliance with South Carolina Code Section 6-31-60. The Property Owner has an equitable interest in the property by way of its purchase option agreement with Moss Grove Plantation Limited Partnership, who is the current fee simple owner of the Property.

4. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

5. Reserved.

6. Intent of the Parties. The Town and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The Town and the Property Owner are entering into this Agreement in order to secure benefits and burdens referenced in S. C. Code Sections 6-31-10 et seq.

7. Consistency with the Town's Comprehensive Plan and Land Development Regulations. This Agreement is consistent with the Town's Comprehensive Plan and Current Regulations. Whenever express substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict between this Agreement and the Current Regulations, and subject to the provisions of S.C. Code Section 6-31-80, the standards set forth in Current Regulations shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Current Regulations is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

8. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and consistent with Paragraph 9(a). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, et seq. This Agreement shall not be construed to create a debt of the Town as referenced in S.C. Code Section 6-31-145.

9. Applicable Land Use Regulations.

(a) Applicable Laws and Land Development Regulations. Except as otherwise provided by this Agreement or by S.C. Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property, subject to this Agreement, are those in force at the time of execution of this Agreement, defined as the Current Regulations. The Town shall not apply subsequently adopted Laws and Land Development Regulations to the Real Property or the Project unless the Town has held a public hearing and has determined: (1) the proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing the Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Property Owner. Nothing herein shall preclude Property Owner from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the Town that it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Property Owner shall become part of the Current Regulations.

(b) Vested Rights. Subject to the provisions of subparagraphs (a) and (b) above, all rights and prerogatives accorded the Property Owner by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

(c) Subparagraphs 9(a) and 9(b) of this Agreement do not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

10. Building Codes and Laws Other Than Land Use Regulations. The Property Owner, notwithstanding any provision that may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Paragraph 9(a).

11. Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project:

Zoning permits, plat approvals (preliminary, conditional or final), road and drainage construction plan approvals, building permits, certificates of occupancy, county water and/or sewer development contracts, and utility construction and operating permits.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

12. Vested Rights Governing the Development of the Real Property.

#### A. LAND USE

1. Allowable Uses. All uses allowed in the Village Square Planned Development Guidelines as set forth in Exhibit F.

2. Density. The permitted density as set forth in Exhibit F; specifically, Property Owner has a vested right to develop 80 residential lots.

3. Building Development Standards. The criteria with respect to minimum lot sizes, setbacks, height and impervious coverage are set forth in Exhibit F.

4. Buffers and Signage. The criteria as set forth Exhibit F shall apply with respect to buffers and signage.

#### B. PROPERTY OWNER'S ASSOCIATION

A Property Owner's Associations ("POA") may be established. Membership in the POA will be mandatory for any property owner. The POA will be funded by dues to be established in its recorded restricted covenants, and the restrictive covenants shall give the POA the right to impose liens on applicable property and foreclose on the same in order to secure the payment of all such dues. The restrictive covenants shall further provide that no residential units within the Development may be used as short term rental units and no purchaser of a residential unit within the Development, or any Affiliate (as defined herein) of such purchaser, may own more than three (3) residential units within the Development at any given time. Nothing contained in this Section 12.B shall be construed so as to prohibit Property Owner, with such reference including its successors and assigns, and specifically any builder acquiring Lots or Development Parcels for the purpose of constructing a residential unit from acquiring more than one Lot or Development Parcel at a given time.

The covenants shall further establish a process to review and approval of would be purchasers to ensure compliance, which restriction shall extend for a period not less than two years following the date on which the Developer no longer controls the POA or has the power to appoint a controlling number of individuals serving on the POA ("Developer Control Period") and may not be remove are amended without approval of at least sixty-six percent (66%) of all voting members. Prior to the approval of the final plat for the first phase of the Development, the Developer shall submit draft restrictive covenants to the Town for review and approval, which approval shall not be unreasonably withheld. The POA's responsibility will be to manage the affairs of the POA including the enforcement of recorded documents and the maintenance of common areas. The POA's documents may also establish an Architectural Review Board (ARB) to review and approve all structures and any additions or improvements. This review will be for aesthetic purposes (e.g., height, architectural detail, materials, and colors) and does not replace the building permit review and approval by the Town. The Town agrees that it will not establish an architectural review body during the term of this Agreement that replaces or duplicates the jurisdiction of the ARB as reserved under this paragraph.

For the purposes of this Section 12(B), the term "Affiliate" means any corporation, limited liability company, partnership or other person or entity which directly or indirectly owns all or part of the applicable property-owning entity, or which is directly or indirectly owned in whole or in part by the property-owning entity, or by any partner, shareholder, or owner of the property-owning entity, as the case may be, as well as any subsidiary, affiliate, or other individual, or entity who now or hereafter bears a relationship to the property-owning entity, as described in Section 267(b) of the Internal Revenue Code.

#### C. OPEN SPACE

1. The Property Owner agrees to preserve portions of the Real Property as Open Space pursuant to Section 6-12 of the Town's Land Development Regulations. Open Space shall be designated on each plat submitted to the Town for final plat approval.

2. Dedication of Open Space. The Property Owner may convey portions of the Open Space to: (1) the Town, upon the Town's agreement to accept such Open Space; or (2) one or more qualified organizations under 26 U.S.C. Section 501(c)(3) in a form required by state or federal law and may subsequently transfer all or portions of such Open Space to such entity. The Property Owner will at all times reserve to itself, its successors, and assigns water rights, easements for access and infrastructure purposes (e.g.: roads, walkways, paths, drainage, utility easements and rights of way) necessary, convenient, or desirable for the Development. Notwithstanding the foregoing, the portion of the Real Property designated as "District 2 – The Civic Park", which constitutes a portion of the Open Space as required by Section 6-12 of the Town's Land Development Regulations, shall be donated and conveyed to the Town upon substantial completion (i.e. certificate of occupation and operation), whereafter the Town and/or the Town's Recreation Department shall be responsible for all management, maintenance, and operation expenses from that day forth.

#### D. FLEXIBILITY OF USES AND TRACTS

The Conceptual Land Use Plan, attached as Exhibit B, of the Project must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions, and design parameters. Accordingly, the exact location of boundary lines between tracts, the location and size of land uses indicated within the planned areas, and the preliminary design concepts shall be subject to change as phases of the Conceptual Land Use Plan are submitted for final plan review over the life of the Project; provided, however, that the maximum densities and allowed land uses set forth in this Ordinance shall be strictly adhered to.

#### E. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary Plans and Final Plats for each phase of the Development shall be submitted for review and approved at staff level by the Town Administrative Officer pursuant to the provisions of Current Regulations. Furthermore, Town agrees that it shall review all Preliminary Plans and/or Final Plans within the time frames set forth in the Current Regulations, if any.

13. Facilities, Services and Public Uses. Although the nature of this long-term project prevents the Property Owner from providing exact completion dates, the general phases of construction and Development are set forth in Paragraph 15 and described in Exhibit C attached hereto. The Property Owner certifies that the following services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein, and as to roads, sewer, and water infrastructure, prior to the approval of the final plat for the applicable phase of Development. Subject to compliance with applicable Laws, all provisions of this Agreement and prior approval of construction plans by the Town or other applicable governmental entity, the Town hereby authorizes the Property Owner, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Property Owner hereby assures the Town that adequate Facilities shall be available concurrent with the impacts of Development.

(a) Rights-of-Way/Easement. The Property Owner shall at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. Such Facilities may be transferred by the Developer to Berkeley County or SCDOT, subject to proper dedication

and acceptance by governmental entity, or POA, as required by recorded restrictive covenants. Following any such dedication or conveyance, the applicable governmental entity or the POA, as applicable, will have ownership and maintenance responsibility of such Facilities.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an POA, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the POA has the sole responsibility for the maintenance of such facilities and the funding thereof.

(b) Water and Sewer. Subject to approval by the South Carolina Department of Environmental Services (“SCDES”), the service and Facilities for water and sewer, shall be provided by the Berkeley County Water and Sanitation Authority (“BCWSA”).

(c) Stormwater. Stormwater facilities shall be maintained by the Property Owner; however, Property Owner has the right to assign such maintenance responsibilities to the Property Owners’ Association.

(d) Civic Park. The Property Owner shall, at its expense, develop the following recreation facilities, which comprise the “Civic Park,” as further described in the Development Guidelines: (1) multi-use path leading into the Civic Park, with portions consisting of a multimodal path wide enough for two ways of golf cart travel and a serene nature walk along the Civic Park’s pond feature; (2) one full-size basketball court; (3) two baseball fields, one youth-size (200-foot minimum fence distance) and one regulation-size (225-foot minimum fence distance), all with adequate space for seating; (4) one pavilion, consisting of open unairconditioned structures with picnic-style seating; and (5) a restroom facility. The design and materials of the Civic Park facilities shall be substantially similar to the Town’s Regional Recreation Complex. Final construction plans for the facilities to be included within the Civic Park shall be subject to final approval by the Town, which approval shall not be unreasonably conditioned, delayed, or withheld. Upon the completion of the Civic Park and the issuance of a certificate of occupancy therefor, the Town shall accept dedication of such facilities and shall thereafter be responsible for the management, maintenance, and operation thereof.

(e) Acceptance of Facilities. Except as otherwise set forth above, the Facilities described in this Section 13 will be accepted by the Town or other applicable governmental entity pursuant to the applicable provisions of the Town’s code of ordinances or applicable ordinances, laws, or regulations of such other governmental entity, upon tender by the Developer, provided said Facilities are designed for construction in accordance with the specifications approved by the applicable governmental entity, and provided further that the Facilities, as built, are constructed in accordance with applicable provisions of the Town’s code, are in good condition, and not subject to any monetary lien.

#### 14. Traffic Considerations.

(a) Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning may be done on a regional

basis, which includes other significant developments that are either underway, or soon to commence. The Property Owner is working and will continue to work with all appropriate planning agencies to ensure that the safe ingress and egress for the Project and the surrounding community is addressed.

(b) Future Road Improvements. The Parties agree that in order to more effectively accommodate the vehicular traffic associated with the known development plans for the region, including the Project, additional road improvements shall be a top priority. Prior to approval of the preliminary plat for the first phase of Development upon the Property, a traffic impact analysis (“TIA”) with respect to the Project shall be prepared at the cost and expense of Developer. Such traffic improvements recommended in the TIA shall be completed by Developer at or prior to such time it is necessary to support the traffic generated by the Development of the Project, as more particularly set forth in the TIA. The TIA shall be updated with each phase of the Project prior to the approval of the preliminary plat or the site plan approval.

15. Median Plantings. In order to assist the Town with its efforts on landscaping the medians on Highway 52 (the “Median Work”), Property Owner agrees to contribute Seventy-Five Thousand and No/100 Dollars(\$75,000.00) (the “Landscaping Contribution”), which shall be paid within thirty (30) days of receipt of notification from the Town that it has obtained an encroachment permit to install the landscaping. The design of the Median Work shall substantially comply with the Town’s standard template for landscaped medians, which is attached as Exhibit H hereto. The Town shall be responsible for the completion of the Median Work, which the Town shall cause to be completed within one hundred twenty (120) days of receipt of the Landscaping Contribution. To the extent the Landscaping Contribution exceeds the Town’s costs for completing the Median Work, the remaining funds will be used for public improvements or maintenance for the Project, as determined in the Town’s sole and absolute discretion.

16. Ownership of Road Improvements. Those road improvements described in Section 14(b) above that are eligible for dedication to Berkeley County or SCDOT, as applicable, shall be constructed in accordance with Berkeley County or SCDOT specifications and standards, as applicable. The ownership and maintenance responsibility of those roads that are eligible for dedication to Berkeley County or SCDOT shall be transferred by the Developer to Berkeley County or SCDOT, as applicable, subject to proper dedication and acceptance by such governmental entity. Following any such dedication or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such road improvements.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an POA, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the POA has the sole responsibility for the maintenance of such facilities and the funding thereof.

17. Schedule for Project Development.

(a) Commencement Date. The Project will be deemed to commence Development

upon the Effective Date.

(b) Civic Park. The Property Owner shall construct the facilities constituting the Civic Park and receive a certificate of occupancy therefor prior to approval of the final plat for the remainder of the Development.

(c) Completion Date. The Property Owner projects that by the end of the year 2031 the Project should be substantially completed (i.e., essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses).

18. Term of the Agreement. The Term of this Agreement shall commence on the date this Agreement is executed by the Town and Property Owner and terminate five (5) years thereafter (the "Termination Date").

19. Amending or Canceling the Agreement. Subject to the provisions of S.C. Code Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by written mutual consent of the Parties or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, et seq. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

20. Modifying or Suspending the Agreement. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

21. Periodic Review. The Town Administrator or their designee shall review the Project and this Agreement at least once every twelve (12) months, at which time the Property Owner shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the Town finds and determines that the Property Owner has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Property Owner setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Property Owner a commercially reasonable time in which to cure the material breach.

In no event shall Property Owner be allotted less than thirty (30) days to cure as provided by this Section 19. However, if the Property Owner fails to cure any material breach within the time given, then the Town unilaterally may terminate or modify this Agreement; provided that the Town has first given the Property Owner the opportunity: (1) to rebut the Town's finding and determination; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

22. Severability. Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.
23. Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, this is not to be construed as a waiver of attorney-client privilege or the right of the Town to determine the manner or extent to which the Town may defend such action or incur any expense in doing so.
24. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.
25. Remedies. Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any nonbreaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Property Owner shall not forfeit its right to just compensation for any violation by the Town of Property Owner's Fifth Amendment rights. The Town will look solely to the Property Owner as to any rights it may have against the Property Owner under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Property Owner, and further agrees that no limited partner, member, agent, officer, employee or representative of the Property Owner has any personal liability under this Agreement. Likewise, Property Owner agrees to look solely to the Town as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, including employees, its Town Council members, agencies, boards, or commissions.
26. Recording. Within fourteen (14) days after execution of this Agreement, the Property Owner shall record the agreement with Berkeley County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.
27. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.
28. Town Approval of Agreement. The Town Council has approved the Project under the process set forth in S.C. Code Section 6-31-50 of the Act on the terms and conditions set forth in this Agreement.
29. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. Except for the purchasers of Lots containing improved or constructed Units within single-family residential subdivisions within the Development, a purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Property Owner's obligations hereunder as to the portion or portions of the Real Property so transferred upon the execution, recording, and delivery to the Town of an Assignment (as defined herein). Assignees of Development Parcels shall be required to execute a written acknowledgment accepting and agreeing to the Property Owner's obligations in this Agreement (an "Assignment") in substantially similar form to Exhibit G attached hereto, with such Assignment being in recordable form and provided to the Town at the time of the recording of any deed transferring a Development Parcel to that Assignee. To the extent that an Assignee is responsible for the construction or installation of Facilities that are to be located outside of the applicable Development Parcel that the Property Owner is otherwise obligated to construct or install under this Agreement, the Assignment shall specify the Facilities, if any, for which the Assignee shall be responsible. Upon delivery of an Assignment, Property Owner shall be released of any further liability or obligation with respect to said Development Parcel and any other liability or obligation specified in such Assignment.

This paragraph shall not be construed to prevent Property Owner from obtaining indemnification of liability to the Town from third parties; provided, however, no such indemnification shall relieve the Property Owner of liability or obligations hereunder. Further, Property Owner shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in single-family residential subdivisions, Lots in commercial areas or Lots in industrial areas that have been platted and approved in accordance with the terms of this Agreement. Property Owner shall be released from obligations with respect to Lots within the Development upon the sale thereof and delivery of an Assignment.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members change.

(b) Transfer of Project. Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Property Owner intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes, or accepts all or a portion of the liabilities and obligations of, the "Property Owner" under and within the meaning of this Agreement, Property Owner shall notify the Town by written notice and provide it a copy of the Assignment of such status as the "Property Owner" within thirty (30) days of the intended transfer.

(ii) Transfer of Facility and Service Obligations. If the Property Owner transfers any portion of the Real Property on which the Property Owner is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Property Owner shall be required to obtain an Assignment from purchaser expressly assuming all such separate responsibilities and obligations with

regard to the parcel conveyed and the Property Owner shall record such Assignment and provide a copy of such Assignment to the Town.

(iii) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the intensities/square footage set forth in Section 12A herein to third party developers shall, by written agreement in substantially the same form as Exhibit G, assign a precise number of residential units, commercial/office square footage, and/or industrial square footage, as applicable. The Property Owner shall notify the Town within thirty (30) days of the intended conveyance of the property, provide the Town the applicable documents assigning the development rights to the transferee, and record the same in the office of the Berkeley County Register of Deeds.

(iv) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Property owner.

(c) Release of Property Owner. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth herein, including the delivery of an Assignment to the Town, the Property Owner shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Property Owner under the Agreement as to the portion of the Real Property so transferred.

(d) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form that solely with regard to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the Certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Property Owner or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property for which the Town Administrator, Town Community Development Director, or other Town department head has actual knowledge thereof except as otherwise described in the Certificate.

Provided that such request is delivered in the same manner as other notices hereunder pursuant to Section 28(h) hereof, if the Town does not respond to such request within thirty (30) days of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

30. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A hereto and shown on Exhibits A-1 attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

(c) Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Property Owner, on behalf of itself and Property Owner's partners, officers, directors, employees, agents, attorneys, consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Property Owner and Property Owner's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

(d) State and Federal Law. The Parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event State or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with State or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

(e) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council through the adoption of a resolution, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions

as to bind the Town by making any promise or representation contained herein. Any amendments are subject to Paragraph 17 herein.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(g) Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for all reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

(h) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Moncks Corner  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

With copies to:

Moncks Corner Town Administrator  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

To the Property Owner:

STYO Development, LLC  
Attn: Chis Young  
2001 Helm Avenue  
North Charleston, SC 29405

With copy to:

R. Stewart Miller, Jr.  
Burr & Forman LLP  
2411 N. Oak Street, Suite 206  
Myrtle Beach, SC 29577

(i) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURES PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

Witness:

TOWN OF MONCKS CORNER

\_\_\_\_\_

By: \_\_\_\_\_

Michael A. Locklear, Mayor

\_\_\_\_\_

Attest: \_\_\_\_\_

Marilyn M. Baker, Clerk of Council

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

ACKNOWLEDGMENT

The within instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the Town of Moncks Corner, by Michael A. Locklear, its Mayor, and attested to by Marilyn M. Baker, its Clerk of Council.

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBITS**

Exhibit A: Legal Description

Exhibit A-1: Boundary Survey

Exhibit B: Conceptual Land Use Plan

Exhibit C: Development Schedule

Exhibit D: The Town of Moncks Corner Land Development Regulations Ordinance

Exhibit E: Development Agreement Ordinance

Exhibit F: Village Square Planned Development Guidelines

Exhibit G: Form Partial Assignment

Exhibit A  
Legal Description

Exhibit A-1  
Boundary Survey

Exhibit B  
Conceptual Land Use Plan

Exhibit C  
Development Schedule

Exhibit D  
Town of Moncks Corner Land Development Regulations

Exhibit E  
Development Agreement Ordinance

Exhibit F  
Village Square Planned Development Guidelines

Exhibit G  
Form Partial Assignment

STATE OF SOUTH CAROLINA ) ) COUNTY OF BERKELEY )	<b>PARTIAL ASSIGNMENT AND          ASSUMPTION OF RIGHTS AND          OBLIGATIONS UNDER          DEVELOPMENT AGREEMENT</b>
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This **PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT** (“Partial Assignment and Assumption”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between STYO Development, LLC, a South Carolina limited liability corporation (“Assignor”) and \_\_\_\_\_ (“Assignee”).

R E C I T A L S:

**WHEREAS**, on or about \_\_\_\_\_, Assignor entered into that certain Village Square Development Agreement (“Development Agreement”) with the Town of Moncks Corner, South Carolina (the “Town”), incident to the future development of approximately thirty-one and three tenths (31.30) acres of real property, as further described on Exhibit “A” attached to the Development Agreement (the “Property”), which Development Agreement was recorded in the Office of the Register of Deeds of Berkeley County, South Carolina (the “ROD”) in Volume \_\_\_\_ at Page \_\_\_\_; and

**WHEREAS**, simultaneously herewith, Assignor conveyed approximately \_\_\_\_\_ (\_\_\_\_) acres of real property (the “Transferred Property”) as more particularly described on the attached Exhibit “A”, which is attached hereto and incorporated herein by reference; and

**WHEREAS** it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligation under the terms of the Development Agreement applicable to certain real property described the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement with respect to \_\_\_\_\_ (\_\_\_\_) acres with a \_\_\_\_\_ density not to exceed \_\_\_\_\_ (as further described in Section 12.A of the Development Agreement) (the “Allocated Rights”). Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the “Assumed Obligations”) arising under the Development Agreement:

- (i) \_\_\_\_\_

(ii) \_\_\_\_\_

3. Default and Enforcement of Provisions. As provided in Section 25 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies of injunction and specific performance, but not any other legal or equitable remedies, including, but not limited to, damages.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section 30(h) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Assignor:

STYO Development, LLC  
Attn: Chris Young  
2001 Helm Avenue  
North Charleston, SC 29405

With copy to:

R. Stewart Miller, Jr.  
Burr & Forman LLP  
2411 North Oak Street, Suite 206  
Myrtle Beach, SC 29577

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.



Witness:

STYO DEVELOPMENT, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Chris Young  
Its: Manager

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF BERKELEY )

PERSONALLY appeared before me the undersigned witness who, being duly sworn, deposes and says that (s)he saw the within named STYO Development, LLC, by Chris Young, its Manager, sign and seal the within written Development Agreement, and as the act and deed of STYO Development, LLC deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for South Carolina

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

Exhibit A to Assignment and Assumption  
Transferred Property

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Exhibit H  
Town's Standard Template for Median Work

**ORDINANCE NO. 2026-\_\_\_\_\_**

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT CONCERNING THE WEATHERS TRACT DEVELOPMENT, AUTHORIZING THE EXECUTION THEREOF, AND OTHER MATTERS RELATING THERETO.**

**NOW THEREFORE, BE IT ORDAINED**, by the Town Council of Moncks Corner (the “*Town Council*”), the governing body of the Town of Moncks Corner, South Carolina (the “*Town*”), as follows:

**Section 1 Findings.** The Town Council makes the following findings of fact in connection with the enactment of this ordinance (this “*Ordinance*”):

(1) The Town Council is authorized pursuant to the South Carolina Local Government Development Agreement Act, codified at Title 6, Chapter 31 of the Code of Laws of South Carolina 1976, as amended (the “*Act*”) to enter into development agreements (generally, “*Development Agreements*”) with developers that provide certain terms under which developments may proceed.

(2) The Town has received a request from Dream Finders Homes, LLC (the “*Property Owner*”) that the Town consider entering into a Development Agreement concerning that certain 96.01 acres of real property, identified by Berkely County TMS Numbers 162-00-01-029, 162-00-01-020, 162-00-01-017, 162-00-01-019, and 162-00-01-015 (portion), comprising the Weathers Tract Development (collectively, the “*Development*”). The form of the Development Agreement between the Town and the Property Owner concerning the Development is attached to this Ordinance at **Exhibit A** (the “*Weathers Tract Development Agreement*”).

(3) In accordance with Section 6-31-50 of the Act, the Town has caused a notice of a public hearing concerning the Weathers Tract Development Agreement to be published in a newspaper of general circulation within the Town, providing notification of the date, time, and location of such public hearing, and which included certain particulars concerning the Development and the Weathers Tract Development Agreement. As further required by Section 6-31-50 of the Act, at this public hearing the Town Council announced the date, time, and place of a second public hearing concerning the Weathers Tract Development Agreement.

(4) The Town Council now desires to approve and enter into the Weathers Tract Development Agreement in accordance with the Act.

**Section 2 Approval of Development Agreement.** The Town hereby agrees to enter into the Weathers Tract Development Agreement. The form, provisions, terms, and conditions of the Weathers Tract Development Agreement, as attached at **Exhibit A** of this Ordinance, are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Weathers Tract Development Agreement were set out in this Ordinance in its entirety. The Mayor of the Town (the “*Mayor*”) is hereby authorized, empowered, and directed to execute the Weathers Tract Development Agreement in the name and on behalf of the Town; the Clerk to the Town Council (the “*Clerk*”) is hereby authorized, empowered, and directed to attest the same; and the Mayor is further authorized, empowered, and directed to cause the delivery of the Weathers Tract Development Agreement to the Developer. The Weathers Tract Development

Agreement, as executed and delivered, is to be in substantially the form as attached at **Exhibit A** of this Ordinance, or with such changes therein as shall not materially adversely affect the rights of the Town thereunder and as shall be approved by the official or officials of the Town executing the same, upon the advice of legal counsel; their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Weathers Tract Development Agreement approved hereby.

**Section 3 Further Action.** The Mayor, the Town Administrator (the “*Town Administrator*”), and the Clerk, for and on behalf of the Town, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the Town under and pursuant to the Weathers Tract Development Agreement. The Mayor and the Town Administrator, or either one of them acting alone, are hereby authorized to execute and deliver on behalf of the Town all certificates and documents as they deem necessary, upon advice of counsel, to accomplish the foregoing.

**Section 4 Severability.** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

**Section 5 Repealer; Effective Date.** All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its enactment.

[Remainder of Page Left Blank]

**DONE AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN OF MONCKS CORNER**

ATTEST:

\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

\_\_\_\_\_  
Thomas J. Hamilton, Jr. Mayor

First Reading: [February 17, 2026]  
First Public Hearing: [February 17, 2026]  
Second Reading: [March 17, 2026]  
Second Public Hearing: [March 17, 2026]

**Exhibit A**  
**Form of Weathers Tract Development Agreement**

**WEATHERS TRACT  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
DREAM FINDERS HOMES, LLC  
AND  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**

**Date: [-]**

Prepared by:  
Nicole A. Scott, Esq.  
Jacob L. Allen, Esq.  
Maynard Nexsen PC  
205 King Street  
Charleston, SC 29401

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Town of Moncks Corner Zoning Ordinance
- Exhibit F: Land Development Regulations
- Exhibit G: PD Development Plan

**DEVELOPMENT AGREEMENT  
BY AND AMONG  
DREAM FINDERS HOMES, LLC  
AND  
THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is entered into to be effective as of the [-] day of [-], 2026 (the “**Effective Date**”), by and among **THE TOWN OF MONCKS CORNER, SOUTH CAROLINA**, a political subdivision of the State of South Carolina (the “**Town**”), and **DREAM FINDERS HOMES, LLC**, a Florida limited liability company (the “**Developer**”). The Town and Developer are sometimes separately referred to in this Agreement as a “**Party**” or jointly referred to as the “Parties.”

**RECITALS:**

**WHEREAS**, Developer has contracted to purchase those certain pieces, parcels or tracts of land, identified as Berkeley County TMS Numbers 162-00-01-029, 162-00-01-020, 162-00-01-017, 162-00-01-019, and 162-00-01-015 (portion) consisting in total of approximately ninety-six and 01/10 (96.01) acres (collectively, the “**Property**”), all which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference; and

**WHEREAS**, on [DATE], the Town of Moncks Corner Council (“**Town Council**”) adopted Ordinance No. [NUMBER], which annexed the Property into the Town and designated the Property to the zoning classification of Planned Development District (PD); and

**WHEREAS**, the Code of Laws of South Carolina (the “**S.C. Code**”) Sections 6-31-10 through 6-31-160, as it exists on the Effective Date of this Agreement (the “**Act**”), enables local governments, including municipal governments, to enter into binding development agreements with legal and equitable owners intending to develop real property in accordance with certain conditions set forth in the Act; and

**WHEREAS**, the Parties now desire to enter into this Agreement, pursuant to the terms of the Act, for the purpose of providing assurance to Developer that development of the Property may proceed in accordance with the Current Regulations of the Town, as hereinafter defined, without encountering future changes in laws that would materially affect the ability to develop the Property pursuant to development plan submitted for the Property, as more particularly described herein, and for the purpose of providing the Town with important protections to the natural environment, by encouraging quality planning and managed growth and an opportunity for long term financial stability and a viable tax base, and for the purpose of providing certain funding and funding sources to assist the Town in meeting the service and infrastructure needs relating to the development authorized hereunder; and

**WHEREAS**, the Town conducted public hearings regarding its consideration of this Agreement on [DATE] and [DATE], after publishing and announcing notice, in accordance with the Act and the Town Zoning Ordinance, as amended through the Effective Date hereof; and

**WHEREAS**, the Town, acting by and through Town Council, adopted Ordinance No. [NUMBER] on [DATE] (“**Development Agreement Ordinance**”), (a) determining that this Agreement is consistent with the Town’s Comprehensive Plan, the Act, and the Current Regulations of the Town, and (b) thereby approving this Agreement, a copy of said ordinance attached hereto as **Exhibit D**.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, including the potential economic benefits to both the Town and Developer by entering this Agreement, and to encourage

well planned development of the Property, and other good and valuable consideration, the receipt and sufficiency of such consideration being hereby acknowledged, the Town and Developer hereby agree as follows:

1. **Definitions.** Unless the word or phrase is non-capitalized, the following terms used in this Agreement shall mean:

“**Act**” shall mean the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

“**Agreement**” shall mean this Development Agreement, including, without limitation, the recitals and exhibits attached hereto.

“**Building Development Standards**” shall mean minimum standards for the area, width, building coverage, building setback and yard requirements for Lots or Development Parcels.

“**Commercial Phase of Development**” shall mean those portions of the Project that are to be developed for commercial purposes under the Conceptual Master Plan.

“**Comprehensive Plan**” shall mean the Moncks Corner 2024 Comprehensive Plan, adopted pursuant to Ordinance Number 2024-07, in accordance with S.C. Code Section 6-29-510, *et seq.*, and the official map adopted pursuant to S.C. Code Section 6-7-1210, *et seq.*, all as amended through the Effective Date hereof.

“**Conceptual Master Plan**” shall mean the conceptual plan attached as Exhibit 8 to the Development Plan, as may be modified or amended from time to time.

“**Current Regulations**” shall mean the following ordinances and regulations that are in effect as of the Effective Date of this Agreement, specifically: (i) the Comprehensive Plan; (ii) the Zoning Ordinance (hereinafter defined), (iii) the Land Development Regulations (hereinafter defined), and (iv) the Development Plan.

“**Density**” shall mean, where applicable, the commercial square footage per acre or the number of Dwelling Units per acre. Parcel Density equals the commercial square footage or Dwelling Units divided by the gross acreage of a specific parcel.

“**Developer**” shall mean Dream Finders Homes, LLC, a Florida limited liability company, and its successors in interest, successors in title or assigns that are: (a) transferred, conveyed or granted a legal or equitable interest and/or title to all or a portion of the Property in writing; and (b) are assigned rights and obligations under this Agreement by virtue of an assignment or other instrument pursuant to Section 27 hereof. When used herein with a reference to a specific portion of the Property, “Developer” shall mean and refer to the specific person or entity that holds legal or equitable title to such portion of the Property, and the rights to undertake Development of said portion of the Property. Other than the Property Owner, Developer hereby warrants that there are no other persons or entities that have an equitable interest in the Property.

“**Development**” shall mean the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Property as are authorized by the Agreement. This definition does not include commercial timbering and silviculture,

which may continue on Undeveloped Land (hereinafter defined) during the Term of this Agreement. The term “Development,” as designated in a land or development permit, includes the planning for and all other activity customarily associated with it, unless otherwise specified. When appropriate to the context, “Development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

“**Development Parcel**” shall mean any tract of land on which Development may occur, including platted Lots and unplatted parcels, but excluding street rights-of-way.

“**Development Permit**” shall include any building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of a Local Government entity having the effect of permitting the Development or use of property.

“**Development Plan**” or “**PD Plan**” shall mean the Weathers Tract PD development plan for the Property approved by Town Council on [DATE], pursuant to Ordinance No. [NUMBER], and attached hereto as **Exhibit G** and incorporated herein by reference, as may be amended from time to time.

“**Dwelling Unit**” shall mean one or more rooms, designed, occupied or intended for occupancy as separate living quarters, with cooking, sleeping and sanitary facilities provided within the dwelling unit. Dwelling Unit shall not include, however, hotel rooms or other facilities for transient short-term stays, assisted living facilities, or other commercial properties.

“**Facilities**” shall mean major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water. [Except as may be specifically provided for in this Agreement, the Developer is specifically exempted from any Town requirement for the provision of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Developer from payment of applicable user fees for any such facilities.]

“**HOA**” or “**Homeowner’s Association**” shall mean the Homeowner’s Association that shall be established prior to the sale of any Real Property, pursuant to Section 11(B) hereof.

“**Land Development Regulations**” shall mean the Town of Monck Corner Land Development Regulations, adopted and approved by the Town on October 16, 2012, as amended through the Effective Date hereof, and which is attached hereto as **Exhibit F** and incorporated herein by reference.

“**Law**” shall mean all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, policies and rules adopted by a Local Government affecting the Development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications.

“**Local Government**” shall mean any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants Development Permits for land Development or which provides public facilities.

“**Lot**” shall mean Development Parcel identified in a Subdivision Plat recorded in the Berkeley County Register of Deeds Office.

“**Parties**” shall mean Developer and the Town.

“**Parcel**” shall mean any of those tracts of the Real Property that are identified on the boundary plat of the Real Property, attached hereto as **Exhibit B**, and shall include any lot, tract, or portion thereof that is subsequently subdivided from such identified tracts by the filing of a Subdivision Plat.

“**Project**” shall mean all Development that will occur within and upon the Property.

“**Property**” or “**Real Property**” shall mean all of those certain pieces, parcels or tracts of land, consisting in the aggregate of approximately ninety-six and 01/10 (96.01) acres, located in the Town of Moncks Corner, Berkeley County, South Carolina, and which is more particularly described on **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference.

“**Property Owner**” shall mean, collectively, (i) John P. Morgan, Jr., as Trustee of the John Philip Morgan Jr. Trust dated March 29, 2007, (ii) the First Christian Church of Moncks Corner, a South Carolina Eleemosynary Corporation, (iii) Carol Flarisee, (iv) Adeline Adelaide Callum, and (v) Issac M. Reid, each of which owns legal interest and holds legal title to a portion of the real property comprising the Property on the Effective Date hereof, and shall include any and all of their successors in interest, successors in title (as to any portion of the applicable portion of the Property) and assigns, together with all subsidiaries thereof and other entities, which have a legal and/or equitable interest, on the date of execution hereof, in any of the Property herein defined.

“**Residential Phase of Development**” shall mean those phases of Development of the Project that are to be developed for residential purposes under the Conceptual Master Plan.

“**Subdivision Plat**” shall mean a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement.

“**Term**” shall have the meaning set forth in Section 15 of this Agreement.

“**Town**” shall mean the Town of Moncks Corner, South Carolina.

“**Undeveloped Lands**” in existence on the date of execution of this Agreement is the Real Property indicated on **Exhibit A** and **Exhibit B**. Undeveloped Lands shall, during the term of this Agreement, include Real Property that either (i) has not received final plat approval or (ii) has received preliminary, conditional or final plat approval but consists of five (5) or more contiguous acres of Real Property, depicted as Lots or parcels thereon, and has not been sold

“**Vested Units**” means the new Dwelling Units, together with new commercial square footage which may be approved for all Undeveloped Lands.

“**Zoning Ordinance**” means the Town of Moncks Corner Zoning Ordinance, 2012, as amended through the Effective Date hereof, and which is attached hereto as **Exhibit G** and incorporated herein by reference.

**Parties.** Parties to this Agreement are the Developer and the Town.

**3. Relationship of the Parties.** This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Developer constitutes “state action” for any purposes.

4. **Legal Description of the Property.** The Property which is the subject of this Agreement is described as follows:

- A. A legal description of the Property is set forth in **Exhibit A.**
- B. A boundary plat of the Real Property is set forth in **Exhibit B.**

The Real Property currently consists of approximately eighty-nine and 78/100 (89.78) acres of highland and approximately six and 23/100 (6.23) acres of wetlands, with a total gross acreage of approximately aggregate of approximately ninety-six and 01/10 (96.01) acres of land.

The Developer may notify the Town from time to time of property proposed to be added to the legal description of Real Property by the filing of a legal description of subsequently acquired properties with the Clerk of Council; provided, however, that no other property shall be added to the Agreement unless this Agreement is duly amended to add the legal description of the subsequently acquired properties to the legal description of the Real Property, pursuant to S.C. Code Section 6-31-10, *et seq.*

5. **Intent of the Parties.** The Town and the Developer agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Developer, its successors in title and/or assigns. The Town and the Developer are entering into this Agreement in order to secure benefits and burdens referenced in the Code of Laws of South Carolina, Sections 6-31-10, *et seq.* To that end, the Parties agree to cooperate full with each other to accomplish the purposes of this Agreement during the Term hereof.

6. **Consistency with the Town's Comprehensive Plan and Land Development Regulations.** This Agreement is consistent with the Town's Comprehensive Plan and Current Regulations. Whenever express substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *pari material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict between this Agreement and the Current Regulations, and subject to the provisions of S.C. Code Section 6-31-80, the standards set forth in the Current Regulations shall govern. In the event of a dispute between the parties to this Agreement as to whether a provision in the Comprehensive Plan or Current Regulations is inconsistent with express or implied substantive provisions of this Agreement, the parties must first submit such disputed interpretation to Town Council and must wait fourteen (14) days after such submittal before invoking the remedies afforded them under this Agreement.

7. **Legislative Act.** Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and consistent with Section 8(A). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by S.C. Code Section 6-31-10, *et seq.* This Agreement shall not be construed to create a debt of the Town as referenced in S.C. Code Section 6-31-145.

8. **Applicable Land Use Regulations.**

A. **Applicable Laws and Land Development Regulations.** Except as otherwise provided by this Agreement or by Section 6-31-10, *et seq.*, the Laws applicable to Development of the Property subject to this Agreement, are those in force and effect at the time of execution of this Agreement, which are defined herein as the Current Regulations, and include, without limitation, **Exhibit E** and **Exhibit F** attached hereto.

B. Changes or Amendments to Land Development Regulations. During the Term of this Agreement, the Current Regulations governing the Property and the Project shall not be amended or modified and the Town shall not apply subsequently adopted Laws or Land Development Regulations to the Property or the Project unless the Town has held a public hearing and has determined: (1) such proposed, subsequent Laws or Land Development Regulations are not in conflict with the Laws or Land Development Regulations governing Development of the Property or this Agreement and do not prevent the Development set forth in this Agreement; (2) the proposed, subsequent Laws or Land Development Regulations are essential to the public health, safety, or welfare and the proposed, subsequent Laws or Land Development Regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed, subsequent Laws or Land Development Regulations are specifically anticipated and provided for in this Agreement; (4) the Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement, which changes, if not addressed by the Town, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by the Developer. Nothing herein shall preclude Developer from agreeing to abide by such new Laws, regulations, or ordinances subsequently passed by the Town which it, in its sole discretion, deems appropriate; and in such case the Laws, regulations, or ordinances, so agreed to by Developer shall become part of the Current Regulations.

C. Vested Rights. Subject to the provisions of subparagraph (A) above, all rights, entitlements and prerogatives accorded the Developer by this Agreement shall immediately constitute vested rights for the Development of the Real Property.

Section 8(B) of this Agreement does not abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may have been vested pursuant to common law and otherwise in the absence of a development agreement.

**Building Codes and Laws Other Than Land Use Regulations.** The Developer, notwithstanding any provision which may be construed to the contrary in this Agreement, must comply with any building, housing, electrical, mechanical, plumbing and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. This Agreement shall not be construed to supersede or contravene the requirements of any building, housing, electrical, mechanical, plumbing, fire and gas codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Property shall be subject to Section 8(B).

**10. Local Development Permits and Other Permits Needed.** The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the Development of the Project and the Town agrees to use best efforts to expedite the approval of the Development Permits within thirty (30) days of application of same:

Zoning permits, plat approvals (preliminary, conditional or final), roads and drainage construction plan approvals, building permits, certificates of occupancy, potable water and septic field permits, and utility construction and operating permits, as well as permits from the South Carolina Department of Environmental Services, South Carolina Department of Transportation, and the US Environmental Protection Agency.

The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing permit requirements, conditions, terms, or restrictions.

## 11. Vested Rights Governing the Development of the Real Property.

### A. LAND USES AND INTENSITIES

The Development Plan, attached hereto as Exhibit G, [in addition to the Current Regulations] establishes the zoning regulations applicable to and governing Development of the Property, including, without limitation, the land uses and intensities permitted on the Property. More particularly, Development of the Property shall be consistent with the following:

(i) Permitted Uses. All land uses permitted in Section 5 of the Development Plan are permitted on the Real Property.

(ii) Number of Dwelling Units. In total, the Property shall be entitled up to three hundred sixteen (316) residential Dwelling Units.

(iii) Building Development Standards. The criteria as set forth in Section 5.6 of the Development Plan shall apply with respect to minimum Lot area, width, depth, setback, and yard requirements, and Section 10 of the Development Plan shall apply with respect to buffer requirements.

### B. HOMEOWNER'S ASSOCIATION

Developer shall establish Master Property Owner's Association ("MPOA") prior to the sale of Dwelling Units to individual property owners. Membership in the MPOA will be mandatory for any property owner. The MPOA will be funded by dues to be established in its recorded restricted covenants, and the restrictive covenants shall give the MPOA the right to impose liens on applicable property in order to secure the payment of all such dues. The restrictive covenants shall further provide that no more than 10% of the residential units within the Development may be used as rental units at any given time and establish a process to review and approval of rental units to ensure compliance, which restriction shall extend for a period not less than two years following the date on which the Developer no longer controls the MPOA or has the power to appoint a controlling number of individuals serving on the MPOA and may not be removed or amended without approval of a super majority of all members. Prior to the approval of the final plat for the first phase of the Development, the Developer shall submit draft restrictive covenants to the Town for review and approval, which approval shall not be unreasonably withheld. The MPOA's responsibility will be to manage the affairs of the MPOA including the enforcement of recorded documents and the maintenance of common areas. Common areas may include passive park space and nature trails, as well as areas for pools, playgrounds, and other active amenities. There may be individual property owner associations ("POA") established for each development tract which will incorporate its own common areas and be managed by each POA and governed by the MPOA. The POA may contract with the MPOA for maintenance and/or management services.

The MPOA's documents will also establish an Architectural Review Board ("ARB") to review and approve all structures including residential, and any additions or improvements such as fences, pools, etc. This review will be for aesthetic purposes (*e.g.*, height, architectural detail, materials, colors) and does not replace the building permit review and approval by the Town. The Town agrees that it will not establish an architectural review body during the term of this Agreement which replaces or duplicates the jurisdiction of the ARB as reserved under this paragraph.

### C. OPEN SPACE

The Developer may convey the Open Space to one or more property owner's associations. The Developer will at all times reserve to itself, its successors and assigns easements for access and infrastructure purposes (e.g.: roads, walkways, paths, utility easements and rights of way) necessary or desirable for the Development.

[Terms to be inserted regarding Recreation Impact Fees]

### D. SUBDIVISION PLAN REVIEW AND APPROVAL

Preliminary plans, construction plans, and final plats for each phase of the Development shall be submitted for review and approved at staff level by the Town Administrative Officer pursuant to the provisions of Current Regulations. Furthermore, Town agrees that it shall review all Preliminary Plans and/or Final Plans within the time frames set forth in the Current Regulations, if any.

### E. FLEXIBILITY OF USES AND TRACTS

Notwithstanding anything to the contrary contained herein, the Conceptual Master Plan is not intended to be a rigid, exact site plan for future Development of the Property, but must maintain flexibility to accommodate specific soil conditions, environmental concerns, physical constraints, market conditions and design parameters. Accordingly, the exact location of boundary lines between Development Tracts, the location and size of land uses indicated within the planned areas, and the preliminary design concepts for the Development Tracts and uses described in the Conceptual Master Plan shall be subject to change as phases of the Conceptual Master Plan are submitted for final plan review over the life of the Project, without requiring the need for a public hearing or amendment to this Agreement, and such minor modifications shall be processed at staff level; provided, however, that any modifications that increase overall the maximum densities or introduce new land uses not otherwise permitted under this Agreement and the Development Plan shall require an amendment to this Agreement.

**Facilities and Services.** Although the nature of this long-term project prevents the Developer from providing exact completion dates, the general phases of construction and Development are set forth in Section 15 and described in Exhibit C attached hereto and incorporated herein by reference. The Developer certifies that the following services and Facilities will be in place (or if not fully in place, the cost of construction fully bonded or letter of credit posted pursuant to the Current Regulations) at the times provided herein, and as to roads, sewer, and water infrastructure, prior to final plat approval for the applicable phase of Development, as required pursuant to the Land Development Regulations. Subject to compliance with applicable Laws, all provisions of this Agreement, and prior approval of construction plans by the Town or other applicable governmental entity, the Town hereby authorizes the Developer, on its own or through its affiliated companies, to install the Facilities. Notwithstanding any provision herein to the contrary, the Developer hereby assures the Town that adequate Facilities, constructed in accordance with plans, specifications, and designs approved by the Town, where applicable, shall be available concurrent with the phases of Development, and the Developer shall remain obligated to construct all Facilities necessary for the various phases of Development unless the obligation to construct specific facilities has been expressly assigned to other parties pursuant to Section 27 hereof.

A. Rights-of-Way/Easement. The Developer may at its expense develop and provide roads and other related infrastructure within the Project and pursuant to and at such time required by the development plans for the Project and the Current Regulations. Dedication of such Facilities to a governmental entity shall be done in accordance with Section 13.D hereof.

B. Water and Sewer. Currently, Moncks Corner Water Works/Public Works Commission (“MCWW”) is available to provide water and wastewater utilities to the Project; provided, however, Developer may elect for such services to be provided by Berkeley County Water and Sanitation Authority (“BCWSA”). At Developer’s election, the Town hereby agrees to use commercially reasonable efforts and cooperate with Developer to effectuate the provision of such services to the Project by BCWSA.

[Notwithstanding whether BCWSA provides such services to the Project, Developer hereby agrees to make a one-time payment for water and sewer impact fees to Moncks Corner Water Works for each residential Lot in the Project. The amount of the water impact fee payable is One Thousand Five Hundred Dollars and 00/100 (\$1,500.00) and the sewer impact fee is Two Thousand Two Hundred Dollars and 00/100 (\$2,200.00), for an aggregate sum of Three Thousand Seven Hundred Dollars and 00/100 (\$3,700.00) for each residential Lot in the Project (“Water and Sewer Fee”). The Water and Sewer Fee for a particular residential Lot shall be due and payable upon the Town’s issuance of a building permit with respect to such residential Lot and the above amounts shall be fixed for the Term of this Agreement (and any extensions thereof).]

C. Stormwater. Stormwater facilities shall be maintained by the Developer; however, Developer has the right to assign such maintenance responsibilities to the Property Owners’ Association.

D. Acceptance of Facilities. Ownership and maintenance responsibility over the Facilities described in this Section 12 may be transferred by Developer to the Town, Berkeley County, SCDOT or another applicable governmental entity, as applicable, pursuant to the applicable provisions of the applicable governmental entities regulations and the applicable governmental entities determination to accept dedication thereof. Following any such transfer or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such Facilities.

### 13. Traffic Considerations.

A. Planning. Long-term planning is essential to assuring safe and convenient ingress and egress for the Project. It is equally essential that this planning be done in a manner that considers existing and future traffic impacts – both within and outside of the Project site. The Developer agrees to work with all appropriate planning agencies to assure said planning occurs, and the Town agrees to use best efforts to expedite any and all permits required, which shall not be unreasonably withheld.

B. Future Road Improvements. The Parties agree that in order to more effectively accommodate the vehicular traffic associated with the known development plans for the region, including the Project, additional road improvements shall be a top priority. Prior to approval of the preliminary plat for the first phase of Development upon the Property, a traffic impact analysis (“TIA”) with respect to the Project shall be prepared at the cost and expense of Developer. Such traffic improvements recommended in the TIA shall be completed by Developer at or prior to such time it is necessary to support the traffic generated by the Development of the Project, as more particularly set forth in the TIA. The TIA shall be updated with each phase of the Project prior to the approval of the preliminary plat or the site plan approval for the applicable phase.

C. Median Plantings. [In order to assist the Town with its efforts on landscaping the medians on Highway 52, Developer agrees to contribute \$ [redacted] (the “Landscaping Contribution”), which shall be paid prior to final plat approval for the first Residential Phase of Development.]

D. Ownership of Road Improvements. The road improvements, described in Section 13(B) above shall be constructed in accordance with Berkeley County specifications and standards, and ownership and maintenance responsibility of those roads that are eligible for dedication to Berkeley County or SCDOT

shall be transferred by the Developer to Berkeley County or SCDOT, as applicable, subject to proper dedication and acceptance by such governmental entity. Following any such dedication or conveyance, the applicable governmental entity will have ownership and maintenance responsibility of such road improvements.

In the event that roads, sidewalks, landscaping, streetlights, or stormwater facilities are to be dedicated to an MPAO, the restrictive covenants applicable to all property within the Development shall include a statement that such facilities within the Development are privately owned and maintained facilities that are not maintained by the Town, Berkeley County, SCDOT, or any other governmental entity and will not be maintained by any such governmental entity in the future, and that the MPAO has the sole responsibility for the maintenance of such facilities and the funding thereof.

**14. Recreational Facility Contribution.** The Town and Developer have identified and agreed upon approximately one and 2/10 (1.2) acres of the Property, the general location of which is more particular shown on Section 5.3 of the Development Plan, that shall be utilized for recreational purposes as set forth in this Section 14. Developer shall design, permit, construct and complete, at no cost and expense to the Town, a recreational facility upon such site, which facility is currently anticipated to comprise a pickleball complex, which shall include a minimum of six pickleball courts (three of which shall be covered, as described as “Alternate 1” in figure 5-7 of the Development Plan), men’s and women’s restroom facilities, a covered shelter, and adequate parking (collectively, the “**Recreational Facility**”). Developer hereby agrees that the design and construction the Recreational Facility by Developer shall be in accordance with the standards set forth in Section 5.3 of the Development Plan. The Recreational Facility shall be completed by Developer, including receipt of certificate of occupancy, prior to final plat approval for the second Residential Phase of Development.

Following the issuance of a certificate of occupancy for the Recreational Facility, Developer will transfer and convey, at no costs or expense to the Town, the Recreational Facility to the Town. The conveyance of the Recreational Facility shall be subject to a covenant that the site only be used, operated and maintained by the Town for such recreational purposes and no other purposes; and further reserving unto Developer such easements, rights of way and encroachments as may be necessary for the further Development of the Project. The Town hereby agrees that the Recreational Site and all improvements thereon will accepted by the Town pursuant to the applicable provisions of the Town’s code of ordinances, upon tender by the Developer, and following such conveyance, the Town will have ownership and maintenance responsibility of the Recreational Facility.

**15. Schedule for Project Development.**

A. Commencement Date. The Project will be deemed to commence Development upon the execution and adoption of this Agreement.

B. Commercial Development. [The Town and the Developer agree that \_\_\_ square-feet of the Commercial Phase of the Development shall have been constructed and received a certificate of occupancy prior to the approval of the \_\_\_ Residential Phase of Development.]

C. Interim Completion Date. The Developer projects that the Property will be developed in accordance with the Development Schedule, attached hereto as **Exhibit C**, or as amended by Developer in the future to reflect actual market absorption. Pursuant to the Act, the failure of Developer to meet the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement.

D. Completion Date. The Developer anticipates that the Project should be substantially completed (*i.e.*, all sites erected built, and essentially all structures erected and/or all necessary

infrastructure in place to serve the intended uses) no later than five (5) years following the Effective Date hereof.

**16. Term of the Agreement.** The term of this Agreement shall be for a period of five (5) years (“Term”), commencing on the Effective Date hereof and shall expire on the fifth (5th) anniversary of the Effective Date (the “**Expiration Date**”).

**17. Amending or Canceling the Agreement.** Subject to the provisions of S.C. Code Section 6-31-80, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest.

Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, *et seq.* Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires an amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town.

**18. Modifying or Suspending the Agreement.** The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of the development agreement, the provisions of this Agreement shall be modified or suspended as may be necessary to comply with state or federal laws or regulations. The Parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

**19. Periodic Review.** The Town Administrator or their designee of the Town shall review the Project and this Agreement at least once every twelve (12) months, at which time the Developer shall demonstrate good-faith compliance with the terms of this Agreement.

If, as a result of its periodic review or at any other time, the Town finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time, which Town agrees shall be at least thirty (30) days, in which to cure the material breach.

If the Developer fails to cure any material breach within the time given, then the Town unilaterally may terminate or modify this Agreement; provided, that the Town has first given the Developer the opportunity within the time given: (1) to rebut the Town’s findings and determinations; or (2) to consent to amend this Agreement to meet the concerns of the Town with respect to the findings and determinations.

**20. Severability.** Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

**21. Merger.** This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties’ intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Developer shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations, except those which may be specifically provided for herein.

**22. Conflicts of Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina and the United States.

**23. Remedies.** Each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to the remedies of injunction and specific performance but not to any other legal or equitable remedies including, but not limited to, damages; provided, however, the Developer shall not forfeit its right to just compensation for any violation by the Town of Developer's Fifth Amendment rights. The Town will look solely to the Developer as to any rights it may have against the Developer under this Agreement, and hereby waives any right to assert claims against limited partners or members of the Developer, and further agrees that no limited partner, member or agent of the Developer has any personal liability under this Agreement. Likewise, Developer agrees to look solely to the Town as to any rights it may have against the Town under this Agreement, and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Council members, agencies, boards, or commissions.

Notwithstanding anything to the contrary contained herein, in the event of a conveyance of all or a portion of the Real Property and execution of an Assignment as set forth in Section 27 below where more than one person or entities constitute a "Developer" under this Agreement, a breach or default by a Developer under this Agreement shall not constitute a breach or default by any other non-breaching Developer, nor shall any such breach or default by a Developer impair or diminish the rights of any non-defaulting Developer.

**24. Recording.** Within fourteen (14) days after execution of this Agreement, the Developer shall record the agreement with Berkeley County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

**25. Third Parties.** Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities who are not Parties or successors and assigns to this Agreement.

**26. Town Approval of Agreement.** The Town Council has approved the Project under the process set forth in Section 6-31-50 of the Act on the terms and conditions set forth in this Development Agreement.

**27. Successors and Assigns.**

A. **Binding Effect.** This Agreement shall be binding on the successors and assigns of the Developer in the ownership or Development of any portion of the Real Property or the Project. Except for the purchasers of Lots containing Dwelling Units within single-family residential subdivisions within the Development, a purchaser, lessee or other successor in interest of any portion of the Real Property shall be solely responsible for performance of Developer's obligations hereunder as to the portion or portions of the Real Property so transferred upon the execution, recording, and delivery to the Town of an Assignment (as defined herein). Assignees of Development Parcels shall be required to execute a written acknowledgment accepting and agreeing to the Developer's obligations in this Agreement (an "**Assignment**"), said Assignment to be in recordable form and provided to the Town at the time of the recording of any deed transferring a Development Parcel. To the extent that an assignee is responsible for the construction or installation of Facilities that are to be located outside of the applicable Development Parcel that the Developer is otherwise obligated to construct or install under this Agreement, the Assignment shall specify the Facilities for which the assignee shall be responsible. Upon delivery of such Assignment, Developer shall be released of any further liability or obligation with respect to said portion of the Property conveyed

and any other liability or obligation specified in such Assignment. This paragraph shall not be construed to prevent Developer from obtaining indemnification of liability to the Town from third parties; provided, however, no such indemnification shall relieve the Property Owner of liability or obligations hereunder. Further, Developer shall not be required to notify the Town or obtain the Town's consent with regard to the sale of Lots in residential areas which have been platted and approved in accordance with the terms of this Agreement. Developer shall be released from obligations with respect to Lots within the Development upon the sale thereof.

This Agreement shall also be binding on the Town and all future Town Councils for the duration of this Agreement, even if the Town Council members change.

B. Transfer of Project. Developer shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following exceptions:

(i) Notice of Property Transfer. If the Developer intends to transfer all or a portion of the Real Property to a purchaser who, by virtue of assignment or other instrument, becomes, or accepts all or a portion of the liabilities and obligations of, the "Developer" under and within the meaning of this Agreement, Developer shall notify the Town by written notice and provide it a copy of the Assignment of such status as the "Developer."

(ii) Transfer of Facility and Service Obligations. If the Developer transfers any portion of the Real Property on which the Developer is required to provide and/or construct certain Facilities or provide certain services, distinct from those provided throughout the Project and which are site-specific to the portion of the Real Property conveyed, then the Developer shall be required to obtain an Assignment from purchaser expressly assuming all such separate responsibilities and obligations with regard to the parcel conveyed and the Developer shall record such Assignment and provide a copy of such Assignment to the Town.

(iii) Assignment of Development Rights. Any and all conveyances of any portion of the Real Property subject to the density unit totals and size limits set forth herein to third party developers shall, by contract and covenant running with the land, assign a precise number of Dwelling Units, and/or commercial square footage, in reduction of the maximum Dwelling Units, and/or vested commercial square footage provided for herein.

(iv) Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to the Developer.

C. Release of Developer. In the event of conveyance of all or a portion of the Real Property and compliance with the conditions set forth therein, including the delivery of an Assignment to the Town, the Developer shall be released from any further obligations with respect to this Agreement as to the portion of Real Property so transferred, and the transferee shall be substituted as the Developer under the Agreement as to the portion of the Real Property so transferred.

D. Estoppel Certificate. Upon request in writing from an assignee or the Developer to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form that solely with respond to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request.

The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action to enforce compliance with this Agreement may be brought against the Developer or its assignees properly holding rights hereunder, alleging any violation of the terms and covenants affecting such portion of the Real Property for which the Town Administrator, Town Community Development Director, or other Town department head has actual knowledge thereof, except as otherwise described in the Certificate.

Provided that such request is delivered in the same manner as other notices hereunder pursuant to Section 28(G) hereof, if the Town does not respond to such request within thirty (30) days of the time of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Developer, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

## **28. General Terms and Conditions.**

A. Agreements to Run with the Land. This Agreement shall be recorded against the Real Property as described in Exhibit A and shown on Exhibit B attached hereto. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

B. Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of Facilities and compatibility between Developed and Undeveloped Lands.

C. Mutual Releases. At the time of, and subject to (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without any appeal having been filed or (ii) the final determination of any court upholding this Agreement; whichever occurs later, and excepting the parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys, consultants, hereby releases the Town and the Town's council members, officials, employees, agents, attorneys and consultants, and the Town, on behalf of itself and the Town's council members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Agreement in connection with the Real Property or the application, processing or approval of the Project; provided, however, that each party shall not be released from its continuing obligation to comply with the law, including the Current Regulations.

D. No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind the Town by making any promise or representation contained herein. Any amendments are subject to Section 17 herein.

E. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

F. Attorney's Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, the prevailing Party shall be entitled to receive from the other party thereto reimbursement for reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified herein.

G. Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Mayor of Moncks Corner  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

With copies to:

Moncks Corner Town Administrator  
(P.O. Box 700)  
118 Carolina Avenue  
Moncks Corner, SC 29461

To the Developer:

Dream Finders Homes, LLC  
1510 N Highway 17  
Charleston, South Carolina 29464  
Attn: Michael Condon

With Copy to:

Maynard Nexsen PC  
205 King Street, Suite 400  
Charleston, SC 29401  
Attn: Nicole Scott

H. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

I. Agreement to Cooperate. The parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to cooperate in defending such action; provided, however, this is not to be construed as a waiver of attorney-client privilege or the right of the Town to determine the manner or extent to which the Town may defend such action or incur any expense in defending such action so long as such defense does not relieve the Town of any obligations or conflict with any rights of Developer under this Agreement.

J. Approvals. For any approval required to be given by a party or their successors and/or assigns, such approval shall not be unreasonably withheld.

K. Hierarchy of Documents. In the event of a conflict among the documents, the hierarchy of governing documents shall be: (1) this Agreement; (2) The Development Plan; (3) the Current Regulations; and (4) other applicable statutes, ordinances, and regulations governing Development and uses for the Property in effect as of the Effective Date hereof. In the event of an omission, the Current Regulations shall govern. To the extent of ambiguity, the parties shall attempt to review same consistent with the terms of this Agreement, the Development Plan and the Current Regulations.

**29. Statement of Required Provisions.** The Act requires that a development agreement must include certain mandatory provisions, pursuant to S.C. Code Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under S.C. Code Section 6-31-60 (A) for the required items:

A. Legal Description of Property and Legal and Equitable Owners. The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal owners of the Property are (i) John P. Morgan, Jr., as Trustee of the John Philip Morgan Jr. Trust dated March 29, 2007, (ii) the First Christian Church of Moncks Corner, a South Carolina Eleemosynary Corporation, (iii) Carol Flarisee, (iv) Adeline Adelaide Callum, and (v) Issac M. Reid. The Developer, Dream Finders Homes, LLC, has an equitable interest in the Property by virtue of certain Agreements for the Purchase and Sale of Real Property, entered into by and between the Property Owners and Developer. In total, The Real Property currently consists of approximately eighty-nine and 78/100 (89.78) acres of highland and approximately six and 23/100 (6.23) acres of wetlands, with a total gross acreage of approximately aggregate of approximately ninety-six and 01/10 (96.01) acres of land.

B. Duration of Agreement. The duration of this Agreement shall be as provided in Section 16 hereof.

C. Permitted Uses, Densities, Building Heights and Intensities. A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development-related standards, are contained in the Current Regulations, as supplemented by this Agreement.

D. Required Public Facilities. The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas

service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Current Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

E. Dedication of Land and Provisions to Protect Environmentally Sensitive Areas. All requirements relating to land transfers for public facilities are set forth in Section 14 above. The Current Regulations, which are incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant state and federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

F. Local Development Permits. The development standards for the Property shall be as set forth in the Current Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Current Regulations, as supplemented by this Agreement. Building permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve Developer, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

G. Comprehensive Plan and Development Agreement. The Development permitted and proposed under the Current Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the Town, which include the Zoning Ordinance and the Land Development Regulations, as defined herein.

H. Terms for Public Health, Safety and Welfare. Town Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Current Regulations and existing laws.

I. Historical Structures. Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development.

J. Recording. This Development Agreement shall be recorded in the public records of Berkeley County, South Carolina, in accordance with statutory requirements of the Act.

[Separate Signature Pages Follow]

**\*\*\*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK\*\*\***

**IN WITNESS WHEREOF**, the parties hereby set their hands and seals, effective the date first above written.

Witnesses:

**TOWN OF MONCKS CORNER, SOUTH CAROLINA**

\_\_\_\_\_  
*Witness No. 1*

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
*Witness No. 2*

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk of Council

STATE OF SOUTH CAROLINA     )  
COUNTY OF BERKELEY         )

**ACKNOWLEDGMENT**

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, Mayor of the Town of Moncks Corner, South Carolina, and \_\_\_\_\_, the Clerk of Council, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officials of the Town of Moncks Corner, South Carolina, who acknowledged the due execution of the foregoing document.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties on the day and year first above written.

Witnesses:

**DREAM FINDERS HOMES, LLC**, a Florida limited liability company

\_\_\_\_\_  
*Witness No. 1*

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_  
*Witness No. 2*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for the state of \_\_\_\_\_, do hereby certify that Dream Finders Homes, LLC, a Florida limited liability company, by \_\_\_\_\_, its \_\_\_\_\_, who is personally known to me, or was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument appeared before this day, and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

**EXHIBITS**

- Exhibit A: Legal Description
- Exhibit B: Boundary Plat
- Exhibit C: Development Schedule
- Exhibit D: Development Agreement Ordinance
- Exhibit E: Town of Moncks Corner Zoning Ordinance
- Exhibit F: Land Development Regulations
- Exhibit G: PD Development Plan

**EXHIBIT A**

**LEGAL DESCRIPTION**

*[To be inserted prior to execution]*

**EXHIBIT B**  
**BOUNDARY PLAT**

*[To be inserted prior to execution]*

**EXHIBIT C****DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the Term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Developer as the development evolves over the term; provided, however, the parties acknowledge that the Recreation Facility and the Commercial Phase of Development shall be completed prior to the final plat approval for the second Residential Phase of Development pursuant to Sections 14 and 15(B) of this Agreement, respectively:

	<b>Residential</b>	<b>Commercial</b>
<b>2026</b>	-	-
<b>2027</b>	-	-
<b>2028</b>	102 Dwelling Units	-
<b>2029</b>	62 Dwelling Units	50,000 square feet -
<b>2030</b>	54 Dwelling Units	-
<b>2031</b>	98 Dwelling Units	
<b>TOTAL:</b>	<b>316 Dwelling Units</b>	<b>50,000 square feet</b>

This Development Schedule is for planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner in the future, shall not be considered a material amendment or breach of the Agreement, subject to the requirements of Sections 14 and 15(B) of this Agreement concerning the Recreation Facility and the Commercial Phase of Development, respectively.

**EXHIBIT D**

**DEVELOPMENT AGREEMENT ORDINANCE**

*[To be inserted prior to execution]*

**EXHIBIT E**

**TOWN OF MONCK'S CORNER ZONING ORDINANCE**

*[To be inserted prior to execution]*

**EXHIBIT F**

**LAND DEVELOPMENT REGULATIONS**

*[To be inserted prior to execution]*

**EXHIBIT G**

**PD DEVELOPMENT PLAN**

*[To be inserted prior to execution]*



## STAFF REPORT

**TO:** Town Council  
**FROM:** Justin Westbrook, Community Development Director  
**SUBJECT:** Text Amendment (TA-25-01) – Architectural Standards  
**DATE:** February 17, 2026

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**Background:** At the request of Town Council, Staff is proposing an amendment to the Zoning Ordinance, specifically standards that apply to non-residential architecture and design.

**Existing Ordinance:** In April 2022, the Town Council approved changes to various Chapter of the Zoning Ordinance. Of the many proposed changes, Staff drafted a prohibition on non-residential metal siding buildings, with the exception of buildings in industrial zoning districts. The Zoning Ordinance was therefore changed and currently reads;

*“Metal exteriors are not permitted, unless used as an architectural style, such as modern steel and glass architecture, and approved by the Zoning Administrator.”*

**Proposed Ordinance:** Staff worked to address the concern that small, accessory structures for non-residential uses by drafting language to allow metal sided buildings, under 1,500 ft<sup>2</sup> for accessory structures only. This would include structures that are clearly incidental to a principal use and must be located on the same lot as a principal building. Therefore, Staff was able to draft a proposed Text Amendment, allowing accessory structures in limited size for non-residential uses, which reads;

*“Metal exteriors are not permitted **on principal structures or accessory structures over 1,500 square feet of GFA**, unless used as an architectural style, such as modern steel and glass architecture, and approved by the Zoning Administrator. Metal.”*

**Consistency with Plans:** Adopted in 2024 as part of the Town’s Comprehensive Plan, the adopted policy guidance for the Town does not specifically mention building design or architectural styles when speaking to the ten (10) Goals and various implementation strategies outlines in the Detail Action Plan. However, throughout the Comprehensive Plan, there are many mentions of the importance of building design and architectural style as it pertains to preserving Moncks Corner’s charm and character. When the plan mentions future impacts on community character, the Comprehensive Plan states:

*“As indicated through the Public Survey, 63% of respondents were either concerned or very concerned about the diminishing community character... encouraging high-quality new and infill development and a rigorous amendment to the existing design guidelines would be additional potential first steps that would apply town-wide.”*

As part of a required section of any South Carolina mandated municipal comprehensive plan, the Town’s Comprehensive Plan expands upon the Town’s Economic Development and Affordability. Within this section, the Town has identified that there is a need to address blight and dilapidated buildings as they have negative impact on “the value of land and quality of life”, and that this can lead to “decreasing desirability, safety, welcomeness, and community character”. In an effort to enhance and bolster the Town’s economic development, the plan suggests that;

*“Implementing strict design guidelines for new, infill, and redevelopment opportunities would ensure compatibility between the new and existing structures and maintain a consistent character and aesthetic.”*

**Procedural Issues:** As part of any Text Amendment, the request may be initiated by a motion of the Planning Commission, motion of the City Council or by the Zoning Administrator. In this case, the requested Text Amendment was initiated by the Zoning Administrator after several discussions and research regarding the text to be amended and the impacts the change would cause on existing and future parcels, as well as the neighborhood and immediate community around these parcels.

**Planning Commission Recommendation:** The Planning Commission heard the request at their January 27th meeting. The Commission voted unanimously in favor of recommending APPROVAL of the requested **Text Amendment**.

*Attachments: DRAFT – Zoning Ordinance (Section 7-13)*

**AN ORDINANCE TO AMEND ARTICLE 7, SECTION 13, OF THE MONCKS CORNER ZONING ORDINANCE**

**WHEREAS**, the Mayor and Town Council finds adoption of this ordinance to be in the public's best interest as it will amend the Zoning Ordinance of the Town of Moncks Corner in order to address changing community needs, address deficiencies and ambiguities in the Zoning Ordinance, and promote public health, safety, and well-being; and

**WHEREAS**, the following text amendments and additions to the Town of Moncks Corner Zoning Ordinance have been proposed by Staff:

**SECTION 7-13 – ARCHITECTURAL STANDARDS**

Purpose The Town of Moncks Corner seeks to promote architectural design which is harmonious with adjacent structures and sensitive to the natural environment. No single architectural style will be mandated within Moncks Corner. However, the reliance on or use of a standardized "corporate or franchise" style is strongly discouraged, unless it can be shown to the Town administrations' satisfaction that such style meets the objectives noted below. Strongly thematic architectural styles associated with some chain restaurants, gas stations, big box, and service stores are discouraged and, if utilized, will be recommended to be modified to be compatible with the Town's design objectives. The primary purpose of this policy statement is to achieve the following goals: Enhance and protect the Moncks Corner quality of life and community image through agreed upon architectural design objectives; and protect and promote long-term economic vitality through architectural design objectives which encourage high quality development, while discouraging less attractive and less enduring alternatives.

**Design Objectives.**

The following architectural design objectives are intended to apply to all nonresidential, attached and multi-family residential development within the Town. New building construction shall provide a sense of permanence and timelessness. High quality construction and materials should be used to ensure that buildings will not look dated or worn down over time, nor require excessive maintenance:

Exterior building materials should be aesthetically pleasing and compatible with materials and colors of nearby structures. Predominant exterior building facade materials shall consist of high quality, durable products, including but not limited to cementitious siding (i.e. HardiePlank), brick, sandstone, fieldstone, decorative concrete masonry units, wood, and glass. Metal exteriors are not permitted [on principal structures or accessory structures over 1,500 square feet of GFA](#), unless used as an architectural style, such as modern steel and glass architecture, and approved

by the Zoning Administrator. Metal warehouse-type architecture shall not be permitted except in the Industrial Zones. External Insulation

Finished Systems (E.I.F.S.) material shall be utilized only on the building trim and accent areas.

Building colors should accent, blend with, or complement surroundings. Façade colors are recommended to be earth tone colors which are low reflectance, subtle, and neutral (e.g., grays, greens, burgundies, browns, and tans). The coloring of all materials should be integral to the product and not painted on the surface of said product. The use of high intensity colors, metallic colors, black or fluorescent colors is discouraged. Primary colors are requested to be reserved for trim and accent areas.

Exposed neon tubing, LEDs, marquee lights or other bright lighting used for the purpose of attracting attention is not an acceptable feature on buildings or windows facing the exterior. This does not prevent the use of lighting as an accent (such as goose neck lamps with white lights lighting the roofline) or the use of interior-lit signage. Pitched roof designs are highly recommended for lowrise retail, office, and multi-family residential buildings utilizing architectural asphalt shingles or standing-seam metal panels. Flat roofs are not encouraged.

In the case of strip malls, big box stores, and shopping centers; such buildings shall provide elevations which reflect this objective through variations in facade setback and parapet wall presentations. Roof colors are requested to be muted and compatible with the dominant building color; long blank walls on retail buildings are to be avoided through the use of foundation landscaping and architectural details and features.

Large scale retail buildings are encouraged to have height variations to reduce scale and give the appearance of distinct elements; and lastly, roof top mechanical installations shall be appropriately screened so as to block the view from adjacent public and private streets and properties. Such screening shall match or compliment the overall theme of the building.

### **Signs.**

Signs provide important functions of both advertising and navigation by motorists and pedestrians. However, signs often dominate a site and can be counterproductive to the

primary function of directing patrons. Through careful and well-planned site design, signs should be designed with the following elements in mind:

1. Compatible with their surroundings in terms of size, shape, color, texture, and lighting and not promote visual competition with other signs along the corridor.
2. Architecturally integrated with the site's primary building(s).

- 3. Located such that they do not restrict sight distances of pedestrians or motorists, especially at driveways and intersections.
- 4. Limit the number necessary to direct patrons throughout the site. Discourage the use of pole, pylon, and temporary signs.
- 5. Limited to necessary information, regardless of the size permitted by the sign ordinance. Repetitive information shall not be permitted, such as dual signs on corner building when one sign is highly visible from the intersection.

It shall be the duty of Zoning Administrator, Building Official, and Town Administrator to determine whether any specific request shall be considered in accordance with the Architectural Standards. Any party who disagrees with the decision regarding the Architectural Standards may appeal the decision to the Board of Zoning Appeals.

**BE IT FURTHER ORDAINED** and ordered by the Mayor and Town Council of the Town of Moncks Corner, South Carolina, in Council duly assembled on this 17th day of March, 2026, that the Ordinance of the Town of Moncks Corner is amended.

**DONE IN COUNCIL ASSEMBLED this 17th day of March, 2026.**

**FIRST READING:** February 17, 2026

**SECOND READING AND PUBLIC HEARING:** March 17, 2026

\_\_\_\_\_  
Thomas J. Hamilton Jr., Mayor

Attest:

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\_\_\_\_\_  
Marilyn M. Baker, Clerk to Council

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Approved As To Form:

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James E. Brogdon, Jr., Town Attorney

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