



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

August 8, 2025

Project/File: 171082023

Town of Moncks Corner

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

Dear Mr. Jeff Lord,

Reference: Main Street Parking Review – Letter Proposal

Stantec Consulting Services Inc. (Stantec) is pleased to submit this letter proposal to the Town of Moncks Corner (client) for traffic engineering services for the section of Main Street between US 52 and US 17A in the Town of Moncks Corner, South Carolina. It is our understanding that the Town desires review and assessment of the existing on-street parking availability (and restrictions) with comparison to what would be allowable (or restricted) by the South Carolina Department of Transportation (SCDOT) design standards if marked as individual spaces.

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

Scope of Services

Basemap

Stantec will develop a basemap for the Main Street corridor between US 52 and US 17A using aerial imagery and with available GIS data (edge of pavement, property boundary / right-of-way information, building outlines). Existing intersections, curb cuts (driveways), pavement markings (including painted curbs), parking-related signage, and relevant appurtenances (i.e., fire hydrants) will be included with the base mapping. Right-of-way verification is excluded from this scope of services as it is assumed all work will be within the existing right-of-way. Stantec staff will conduct a field review to ensure accuracy of the basemap versus aerial imagery.

Parking Restrictions

Stantec will research applicable state and local laws along with SCDOT standards and engineering best practices to develop recommended restrictions for on-street parking. A concept plan will be prepared detailing the recommended parking restriction locations. An opinion of probable construction cost will be prepared for the removal of existing markings, application of new yellow curb markings, and modification of existing parking-related signage (as necessary).

Reference: Main Street Parking Review – Letter Proposal

Parking Availability

Stantec will review the section of Main Street between Newell Street and the railroad tracks to assess the amount of available parking (linear footage and approximate number of spaces) with both the existing and recommended parking restrictions. A concept plan will be prepared detailing the locations and number of designated parking spaces (using pavement markings and signage as appropriate) in conformance with SCDOT design standards and engineering best practices. An opinion of probable construction cost will be prepared for the addition of designated parking spaces, modification of existing pavement markings, and modification of parking-related signage.

DELIVERABLES

- Concept plan showing recommended areas to restrict parking (“yellow curb”).
- Concept plan showing maximum amount of marked parking following SCDOT design standards.
- OPC for implementing changes to parking restrictions (removal/addition of pavement markings and signs).
- OPC for designating on-street parking (to include the recommended parking restrictions and any other pavement marking and signage adjustments as necessary).
- Transmittal letter detailing the review process, concept development, summary of on-street parking availability (existing, with recommended restrictions, and with recommended restrictions and designated parking spaces).

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 draft concept plans and OPC will be submitted to the Client 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 **\$13,500.00**. 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.


Reference: Main Street Parking Review – Letter Proposal

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: 2025.08.08
12:51:17-04'00'

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 Review

By signing this proposal, _____ authorizes Stantec to proceed
Client Company Name
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: _____
Client Company Name

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. 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.