

August 21, 2025

Via Email  
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Kristy Bradley  
Cherokee County  
110 Railroad Avenue  
Gaffney, SC 29340

**subject: Professional Services Agreement  
Midway Park Master Plan  
Gaffney, SC – Cherokee County  
ADC Project No. 25293**

Dear Kristy:

ADC Engineering, Inc. (ADC) appreciates the opportunity to submit this proposal and professional services agreement for your consideration. Our understanding of the project, scope of services and proposed compensation are as follows:

#### **PROJECT UNDERSTANDING**

Our understanding of the project is based on the RFP dated April 15<sup>th</sup>, 2025, and our follow-up conversations and correspondence between yourself and our team. Cherokee County is proposing to develop a Master Plan for Midway Park off of Hyatt Street in Gaffney, South Carolina. The County is looking to add several more athletic fields, an indoor facility, and overall improvements to the existing facilities. The County is also entertaining other revenue-generating opportunities that could include commercial developments. ADC has provided a team to explore these ideas and come up with a final Master Plan for the future of Midway Park.

#### **SCOPE OF SERVICES**

ADC proposes the following scope of services associated with this project.

1. Newkirk Environmental Inc. will visit the site to identify any wetlands that exist on site. They will not be coordinating with agencies for jurisdictional determination at this time.
2. LJA Surveying will provide a topographic survey of 175 acres that will also include a Level B Subsurface Utility Engineering (SUE) of existing utilities in certain developed areas. ADC will then prepare a base file of existing conditions reflecting topography, wetland boundaries, utilities, and other below and above-grade improvements.
3. Attend a kick-off meeting and visit the site for photos, site analysis, and survey accuracy. This will be attended by ADC and CGD/PBK.
4. Provide a site analysis plan that includes existing facilities, utility, grading, environmental, and stormwater information.
5. Review the 2022 AECOM report and coordinate with Sports Facilities Company (SFA) for strategic analysis and recommendations to guide the development.
6. The design team will hold several internal meetings for Master Plan development.
7. Develop early site plan diagrams that group amenities into "zones" for a phased approach to the park development.
8. Develop conceptual site plans showing the needs, wants, and existing facilities.

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25 WOODS LAKE ROAD, SUITE 210, GREENVILLE, SC 29607  
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9. Prepare a Stormwater Management and Utility Plans and Reports that correlate with these conceptual site plans and are based on the site analysis.
10. Develop floorplans and elevations for the indoor sports facility (gymnasium).
11. Prepare one 3D presentation site plan, and 10 renderings of the final master plan.
12. Provide cost estimating for the final Master Plan.
13. Final deliverable will be one master plan scheme that is able to be phased.

**COMPENSATION**

A summary of our fees are provided below.

**ADC ENGINEERING, INC.**

Site Survey & Assessment .....	\$19,475
Development of Final Deliverables .....	\$28,110
Utility Plan Development.....	\$10,280
<u>Expenses.....</u>	<u>\$440</u>
<b>SUBTOTAL .....</b>	<b>\$58,305</b>

**CGD/PBK ARCHITECTS**

Site Survey & Assessment .....	\$18,800
Development of final Deliverables .....	\$104,200
Expenses.....	\$2,200
<u>ADC Engineering Coordination Services.....</u>	<u>\$12,300</u>
<b>SUBTOTAL .....</b>	<b>\$137,500</b>

**CONSULTANT SERVICES**

Strategy Analysis (Sports Facilities Companies).....	\$19,925
Wetlands (Newkirk Environmental Inc.).....	\$6,800
Surveying (LJA Surveying).....	\$62,250
Cost Estimating (Cost Plus).....	\$4,000
<u>ADC Engineering Coordination Services.....</u>	<u>\$9,322.50</u>
<b>SUBTOTAL .....</b>	<b>\$102,297.50</b>

**TOTAL .....** \$298,102.50

**EXPENSES**

Reimbursable Expenses are included in this fee proposal. Reimbursable Expenses are as follows:

- Printing, reproductions, plots, standard form documents;
- Postage, handling and delivery;
- Fees paid for securing approval of authorities having jurisdiction over the Project (if not paid by the owner);
- Transportation (mileage);
- Other similar Project-related expenditures.

**ASSUMPTIONS**

Our scope of services and compensation are based on the following assumptions:

- Project will be developed in accordance with municipal and state requirements.
- Project will be developed in a single construction phase.
- An approved drainage outfall exists on the property.
- Water and sewer mains are available.
- Fire hydrant flow tests will be performed by the local utility company.

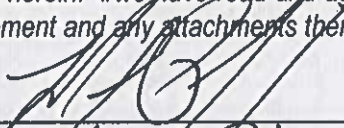
**EXCLUSIONS**

The following services are NOT included in our scope:

- Detailed Design
- Wetland Permitting
- Geotechnical Engineering
- Environmental Site Assessments
- Traffic Studies
- Variances, Annexations or Rezoning

**ACCEPTANCE:**


To document your acceptance of this Agreement, including the enclosed Terms and Conditions, and any exhibits, please sign where indicated and return to our office.

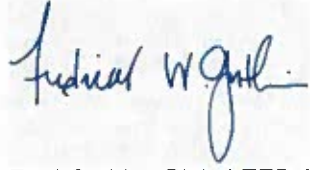
<b>Authorized Signature:</b>	<b>Cherokee County</b>
<i>You are hereby authorized to furnish all work set forth in this Agreement for which I/we agree to pay all compensation set forth herein. I/we have read and agree to the scope, fees, and terms and conditions contained in this Agreement and any attachments thereto.</i>	
Signature: 	Date: <u>8/21/2025</u>
Printed Name: <u>Marvin L. Bishop, Jr.</u>	

This Agreement may be accepted by executing where indicated herein and returning the executed Agreement to Consultant within 90 days of the date of this agreement.

If you have any questions or comments, please do not hesitate to contact us.

Sincerely,  
**ADC Engineering, Inc.**  
**SITE SERVICES**

  
Larry K. Barthelemy, IV, P.E.  
Partner



Fred Guthier, PLA, LEED AP  
Vice President

**enclosures:**

- ▀ Terms & Conditions

**copy w/ enclosures:**

- ▀ Madelyn Moser – ADC Engineering, Inc.

## PROFESSIONAL SERVICES AGREEMENT Between ADC Engineering, Inc. and Client


1. **SERVICES:** The standard of care for all professional engineering and related services performed or furnished by ADC under these terms and conditions will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ADC makes no warranties, express or implied, under these terms and conditions or otherwise, in connection with ADC's services. Subject to the foregoing standard of care, ADC and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
2. **CONTRACTOR AND CONSTRUCTION SERVICES:** ADC shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall ADC have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

ADC is not responsible for variations between actual construction bids or costs and ADC's opinions or estimates regarding construction costs.

ADC shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except ADC's own employees) at the project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by ADC.
3. **INDEMNITY:** To the fullest extent permitted by law, ADC shall indemnify and hold harmless the client, client's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ADC or ADC's officers, directors, partners, employees, agents and ADC's consultants in the performance and furnishing of ADC's services under these terms and conditions.
4. **INSURANCE:** Client agrees to require that ADC be named as an additional insured on insurance coverages provided by contractors on the project.
5. **LIMIT OF LIABILITY:** ADC's total liability to client under these terms and conditions shall be limited to \$50,000 or the total amount of compensation received by ADC, whichever is greater.
6. **DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from ADC's services under these terms and conditions are and remain the property of ADC as instruments of service. Where such documents are required to be filed with governmental agencies, ADC will furnish copies to the client upon request. Reuse or modification by the client is prohibited. Any unapproved use or modification shall be at client's or others' sole risk without liability or legal exposure to ADC unless approved in writing by ADC prior to such reuse.
7. **PAYMENTS:** ADC shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to the client on a monthly basis. Invoices are due and payable within 30 days of receipt. In addition, ADC may, after giving seven days written notice to client, suspend services under these terms and conditions until ADC has been paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against ADC for any such suspension.

For services provided on a Lump Sum basis, the amount of each financial monthly invoice shall be determined on the "percentage of completion method" whereby ADC will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Invoices shall also include, separately listed, any charges for and reimbursable costs including consultants. The client agrees that the financial monthly invoice from ADC is correct, conclusive, and binding on the client unless the client within twenty (20) working days from the date of receipt of such invoice, notifies ADC in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup.
8. **SUSPENSIONS, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project or the services of ADC called for under these terms and conditions, is/are suspended, canceled, terminated or abandoned by the client, ADC shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of these terms and conditions for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

ADC may terminate these terms and conditions for cause by giving client seven (7) days written notice of the cause and seven (7) days in which to cure the cause or breach. ADC shall be compensated for all work performed up to the date of termination.
9. **GOVERNING LAW:** These terms and conditions are to be governed by the law of the state or jurisdiction in which the project is located.
10. **DISPUTES AND MEDIATION:** Client and ADC agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

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11. **ASSIGNS AND BENEFICIARIES:** Neither client nor ADC may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in these terms and conditions without the written consent of the other.

Unless expressly provided otherwise, nothing in these terms and conditions shall be construed to create, impose, or give rise to any duty owed by client or ADC to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to these terms and conditions will be for the sole and exclusive benefit of client and ADC and not for the benefit of any other party.

12. **TOTAL AGREEMENT:** These terms and conditions constitute the entire agreement between client and ADC and supersede all prior written or oral understandings. These terms and conditions may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

13. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

