

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: August 19, 2026

SUBJECT: Berkeley Park Sports Complex
a. Sports Complex Update
b. Vendor Award – Architect for Berkeley Ballpark Project

PRESENTER: Bryan Rhodes, Capital Projects Director

ATTACHMENTS: Yes
1.) Michael Graves Proposal Letter

SUMMARY OF REQUEST:

Staff will be onsite to provide an update to the Berkeley Park Sports Complex project.

The Board is requested to approve the proposal from Walter Robbs Architects, a Michael Graves Company, of \$118,590 for Architectural Design Services, Programming through Schematic Design (SD), for the Berkeley Ballpark Project and authorize staff to execute a contract and proceed into the programming phase.

BOARD ACTION REQUESTED:

The Board is requested to approve the proposal from Walter Robbs Architects, a Michael Graves Company, and authorize Henderson County staff to execute a contract and proceed into the programming phase, for the Berkeley Ballpark Project.

Suggested Motion:

I move the Henderson County Board of Commissioners approve the proposal from Walter Robbs Architects, a Michael Graves Company, for a total of \$118,590 for the Berkeley Ballpark Project Architectural Design Services through Schematic Design, and direct staff to proceed.

MICHAEL GRAVES



August 12, 2026

Bryan Rhodes
Capital Projects Director
County of Henderson
C:828-606-9094
O:828-694-6550
100 N King St, Project Management
Hendersonville, NC 28792
brhodes@hendersoncountync.gov

Re: **Henderson County - Berkeley Ballpark**
47 Balfour Road
Hendersonville, North Carolina

Dear Bryan,

On behalf of Walter Robbs Architects, a Michael Graves Company, I am excited to provide Architectural & Engineering Design Services for Henderson County. We look forward to the opportunity to work with you and serve as the Project Architect on this significant project. The following is our proposal and understanding of the project:

THE PROJECT

The scope of the project is a proposed renovation of the historic Berkeley Ballpark, inclusive of playing surface, concourse, dugouts, concession stand, and grandstand. Even though the final budget is yet to be determined, the estimated all-in budget of the project should be approximately 2-3 million dollars. The awarded Architect will perform the following tasks, in order to complete the Berkeley Ballpark renovation at the Henderson County Sports Complex, for Henderson County.

- Planning: The Architect will coordinate the preliminary planning, as needed, to develop the Berkeley Ballpark, for funding and schedule consideration, for the Capital Projects team.
- Design: The Architect will provide intermediate plans for review by the Capital Projects team, and construction plans and specifications for the formal bid processes.
- Permitting: The Architect will identify all required permits and prepare, submit, and respond to all permits based on the designs approved by the Capital Projects team.
- Bidding: The Architect will manage the bid process based on the approved and permitted design, in accordance with North Carolina General Statutes, Local Purchasing Policy, and the approved project budget and schedule.
- Construction Administration: The Architect will assist Henderson County with administration of the construction of the project, inclusive of any communication needed for permitting with the State Historic Preservation Office. Special Inspections and Materials Testing will be performed by a third party, contracted by Henderson County.

SCOPE OF SERVICES

As discussed on our introductory call on July 21, 2026 – the specific scope of work is not yet known. Determining options for potential renovation of the existing grandstand will be critical, while still outlining potential options for the areas of the project mentioned above. Therefore, it was decided the best approach is to begin with a Programming / Schematic Design proposal first.

Therefore, the following scope of services, outlines our anticipated deliverables for this initial design phase, to develop the anticipated and preferred project scope. Upon completion of this initial design phase, and approval of the construction

budget, we can provide a proposal for additional services – for Design Development, Construction Documents & Construction Administration.

Programming / Schematic Design Phase:

- We understand the Architectural Team needs to anticipate up to 10 meetings, however – some of the engineering consultants have assumed less meetings and / or a blend of in-person & virtual as described below.
- Need to prioritize the playing field work as priority 1 / Base Bid. Then the concourse, dugouts, concession stand, wood grandstand as priority 2 / ADD Alternates.
- For the wood grandstand – need to present / consider three options, for consideration by the board. 1) Salvage the existing structure, 2) New Structure to resemble the existing facility, and 3) tear down and build new. Pros / Cons with each approach. We understand the ballfield and the grandstand structure are registered on the National Historic Registry – but the concessions and restrooms are not.
- Henderson County plans to bring a Construction Manager at Risk onto the project, to assist with pricing.
- The playing surface will be replaced with a natural grass field.
- Civil Engineering Consultant – Understanding of required services for Schematic Design:
 - Design Kick off meeting with Client (estimated 1 hour with two (2) WR employees present);
 - Provide overall project management services to monitor job progress, arrange resources for the Project, and communicate to the Client the status of the Project.
 - Participate in up to eight (8) virtual team coordination meetings with Client to discuss Project progress at thirty (30) minutes each.
 - Attend up to four (4) County progress review meetings with Client (estimated two (2) virtual meetings at one (1) hour each, and two (2) in-person meetings at one (1) hour each);
 - Manage internal project processes, communication, and resources during process through design as noted in the Scope of Services.
 - ~Note – All meetings include one (1) WR attendee unless otherwise noted.
 - Prepare schematic drawings to include:
 - Site Plan
 - Preliminary Grading Plan
 - Preliminary Utility Plan
 - Basis of Design Narrative - WithersRavenel will develop a written summary of conceptual site design assumptions, estimated utility services materials and sizing, estimated stormwater conveyance system materials and sizes, expected hardscape and landscape materials, and site furnishing to be used by a third party for Order of Magnitude pricing.
 - Stormwater Verification Letter - The Stormwater Management Plan (SWMP) for the overall site has been previously approved. This site drains to an existing Stormwater Control Measure (SCM) via an existing drainage network of structures and pipes. Stormwater runoff from this site will be conveyed through this network.
 - WithersRavenel will review the previously approved SWMP as it relates to the impervious limit allocations to the subject property to ascertain if the proposed site modifications appear to be compliant with SWMP requirements. If warranted by the results of our review, a memorandum will be submitted to the Town documenting findings.
 - Revisions to SCM Construction Documents or the SWMP are not anticipated to be required and are not included as part of this task.
- Structural Engineering Consultant – Understanding required services for Schematic Design:
 - The current project scope includes preliminary planning, assessment and feasibility study review along with the development of a Schematic Design phase deliverable
 - A visual structural condition assessment of the existing facility, to include the existing grandstand and adjacent structures.
 - Load capacity review of the existing wooden grandstand to help determine potential options for renovating, repairing, and/or strengthening the existing structural system.
 - *Structural commentary and feedback to assist the Architect with the Feasibility Study report pertaining to the reuse of the wooden grandstand with three options to explore:
 - Reuse of existing timber grandstand with modifications
 - Tear down existing grandstand and replace it with new grandstand structure to visually resemble the existing grandstand.
 - Tear down existing grandstand and replace them with entirely new grandstand structure.
 - Development of feasibility study and Schematic Design narratives summarizing the findings of our assessment and recommendations.
 - Feasibility Study:

- Structural Scope:
- Perform a general review of available project drawings, specifications, maintenance records, repair histories, and other documents relating to the facility provided by Michael Graves or Henderson County.
- Attend one (1) site meeting to conduct a general visual assessment of the accessible and visible portions of the existing grandstand building's structural system (floor/roof framing, load bearing walls, lateral load resistance systems, etc.). This assessment will strive to verify the existing construction, the condition of the existing structural framing, and whether there are visible conditions that may require repair. SKA will document and provide conceptual recommendations for repairs of observed deficiencies discovered during the assessment. SKA assumes that access to the facility will be made available. SKA also assumes that a man lift, or other form of roof accessibility, will be provided as well as a lift operator. SKA's fieldwork will include visual observation of only the accessible portions of the structure at this facility to be utilized as part of the feasibility study analysis and recommendations. We anticipate this assessment to include two people for up to eight (8) hours on site. Measurements will be taken on site for use in our analysis and development of our recommendations.
- Perform a structural load study to determine the gravity and lateral load capacities of the existing wooden grandstand structure and to compare these capacities to the requirements of the 2024 NC Existing Building Code.
- Assist Owner and Design team in evaluating options for structure modification size, shape, layout, orientation, and construction type for both the gravity and impacted lateral systems of the existing facility. Provide recommendations on structural systems for use in the facility.
- Provide narratives related to the Structural scope and the findings of the Structural systems analysis and recommendations for inclusion into the Feasibility Study Report document, including all three grandstand options as noted above. The development of drawings for the Structural engineering discipline for this feasibility study or Schematic Design deliverable are not included.
- Per the preliminary proposal call with Henderson County, SKA understands that Henderson County would like to have multiple meetings, both in person and virtual, with the design team during the study and planning phase. The County requested that up to ten (10) meetings to be included. SKA doesn't anticipate being required to attend all ten (10) meetings, but we will include two virtual (2) meetings in this scope of work. NOTE: The above-mentioned number of meetings includes both the Feasibility Study and Schematic Design phases of the project.
- Schematic Design:
 - Structural Scope:
 - Participation in virtual and in person meetings as required by Henderson County. See Item 6 from the Feasibility Study Structural Scope.
 - Provide a narrative scope document describing structural elements and systems to be used in construction. If required, develop general structural framing plans with member size ranges and structural renovation requirement notes for additional fee which can be presented in an Additional Services Request at a later date.
 - Provide feedback for sub-surface geotechnical investigation, if necessary.
 - Provide technical input, recommendations and suggestions to assist in the development of a preliminary budget as it pertains to Structural considerations. SKA will not provide the actual cost estimate.
 - Assist in development or refinement of a preliminary schedule as it pertains to the Structural considerations.
 - MEP Scope:
 - Perform one site visit to survey existing MEP systems and conditions.
 - Per the preliminary proposal call with Henderson County, SKA understands that Henderson County would like to have multiple meetings, both in person and virtual, with the design team during the study and planning phase. The County requested that up to ten (10) meetings to be included. SKA doesn't anticipate being required to attend all ten (10) meetings, but we will include two virtual (2) meetings in this scope of work.
 - Provide narrative scope documents describing the following MEP elements and systems to be used in the proposed structures.
 - Grandstand: lighting, power in announcer's booth, power for scoreboard
 - Concession/Toilet building: lighting, power, plumbing, HVAC
 - Dugouts: lighting

- Provide technical input, recommendations and suggestions to assist in the development of a preliminary budget as it pertains to MEP considerations. SKA will not provide the actual cost estimate.
- Assist in development or refinement of a preliminary schedule as it pertains to the MEP considerations.

PROJECT BUDGET

The final budget is yet to be determined; the estimated all-in budget of the project should be approximately 2-3 million dollars. We assume +/- 80% of the anticipated project budget would be the construction budget. For example, if the total project budget were \$3M, then 80% of that would indicate \$2.4M for construction costs.

We understand Henderson County will be hiring a Construction Manager at Risk soon, to assist with the Statement of Probable Cost & provide constructability feedback to the design team. Therefore, we have not included third party cost estimating in this design fee proposal.

COMPENSATION

We can proceed on an hourly basis, with Not to Exceed limits, as noted below.

o Architectural Services (per attached hourly rate sheet)	\$59,280
o Architectural / Mileage Allowance (up to 10 trips for in-person meetings)	\$2,500
o Civil Engineering	\$18,975
o Structural Engineering – Feasibility Study	\$19,435
o Structural Engineering – Schematic Design	\$5,520
o Plumbing, Mechanical, Electrical Engineering	\$12,880
o Total Feasibility Study & Schematic Design Phase	\$118,590

Reimbursement for copying and printing will be billed at invoice times 1.10. Out-of-town travel (beyond what is outlined above) will be billed using the Federal Mileage rate times 1.10. In the event Additional Services are required they will be approved in advance and billed per our typical rate sheet. **Services for consultants will be billed at invoice times 1.15.**

SCHEDULE

We anticipate the following schedule, depending on availability of Henderson County staff & facility users for discussions.

- We anticipate 8 to 12 weeks to complete the Structural Feasibility Study & Schematic Design documents
- We assume the Construction Manager will need approximately 4 weeks to provide a Statement of Probable Cost, once the SD documents are published.

CONSULTANTS

WithersRavenel
SKA Consulting Engineers

Civil Engineering
Structural, Plumbing, Mechanical, Electrical Engineering

Thank you for your time and consideration of this proposal. If you need additional information, please contact us. If this proposal is acceptable, please return one fully executed copy for our file.

Sincerely,
Walter Robbs Architects, a Michael Graves Company



Ken McDaniel, AIA
Principal

CONDITIONS OF THE AGREEMENT

Walter Robbs Architects, a Michael Graves Company

These Conditions of the Agreement are incorporated into the forgoing Proposal letter from Walter Robbs Architects, a Michael Graves Company (Michael Graves) and are part of the Agreement under which professional services are to be performed by Michael Graves and their consultants. Client is defined as the person / organization named as the addressee in this Proposal letter. The Agreement shall include the Proposal letter, Conditions of the Agreement, Fee Schedule, and any other documents mutually agreed upon and executed by Michael Graves and Client.

Scope of Services: The Scope of Services described in the Proposal letter is based on information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Services and Compensation will be adjusted as mutually agreed between Michael Graves and the Client.

Standard of Care: Services performed by Michael Graves under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the architectural profession currently practicing in the same locality and under similar circumstances. No other representation, warranty, or guarantee, expressed or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise provided by Michael Graves to Client.

Ownership of Documents: Michael Graves and their consultants will be deemed the authors and owners of all documents generated by their firms respectively as Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement and prompt payment of all sums when due, Michael Graves and their consultants will grant the Client a nonexclusive license to use the documents solely and exclusively for this specific project.

Credit: The Client agrees to use their best efforts to have Michael Graves identified as providing design services for this Project in all publicity. The Client agrees to allow Michael Graves to photograph the completed project for use in marketing activities, including design award programs.

Insurance: Michael Graves carries workers compensation, general liability, and professional liability insurance in amounts consistent with industry standards for firms our size with our average project sizes and annual billings. We will furnish appropriate insurance certificates to Client upon request. Client understands and agrees that Michael Graves' total liability to Client for any and all injuries, claims, losses, expenses, or damages what so ever, including attorneys' fees and legal expenses, arising out of, or in any way related to, the Project or this Agreement from any cause or causes, including, but not limited to, Michael Graves' negligence, errors, omissions, breach of contract shall not exceed the total amount recoverable from Michael Graves Insurance.

Invoicing / Payment: Invoices for services will be billed monthly based on the Compensation described in this Proposal. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. Any inquiries or questions concerning the substance or content of an invoice shall be made in writing within 10 days of receipt of the invoice. A failure to notify Michael Graves within this period shall constitute an acknowledgement that the service has been provided and is correct. A service charge will be charged of 1.0% (12% annual percentage rate) per month or the maximum allowable by law on the then outstanding balance of past due accounts.

Suspension / Termination: Should the Project be suspended for more than three (3) months, or abandoned, or the Client terminates our services prior to the completion of the Project, we shall be compensated for all services performed and reimbursable expenses incurred up to the date of receipt of written notice of the suspension or termination. If the Project is resumed after more than a six (6) month suspension, our compensation will be re-negotiated to reflect the scope of services desired at that time.

Mediation: Michael Graves and Client agree that they shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the construction industry mediation rules of the American Arbitration Association. Once a dispute of claim has arisen between the parties, mediation shall be conducted as soon as practicable. Either party may request mediation to any claims or disputes, at any time, by serving the other party with a written request for mediation setting forth the claim(s) or dispute(s) that are to be the subject of the mediation. The parties

shall share any mediator fees and any filing fees equally. In addition, any agreement reached in mediation shall be enforceable as a binding settlement agreement in any court having jurisdiction.

Construction Administration: If, at the conclusion of the Construction Document phase, it is determined that Michael Graves and our consultants are not retained to provide services during the construction phase of the project as defined by AIA B102/B201, the Client will, by way of an amendment to the general construction contract, indemnify and hold harmless the design team from all construction phase activities including product and systems substitutions, document clarifications, product and shop drawing reviews, field directives, and change order negotiations

Miscellaneous Provisions:

Precedence: These Conditions of the Agreement take precedence over any inconsistent or contradictory provisions contained in any other document included in the Agreement.

Extent of Agreement: This agreement constitutes the entire agreement between Client and Michael Graves, supersedes all prior discussions or communications between Client and Michael Graves, and cannot be changed, amended, or altered unless in writing and accepted by both Michael Graves and Client.

Governing Law: The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement.

Project Specific Work: Michael Graves' services and work product are only for this specific Project and Client. Michael Graves accepts no responsibility for the unauthorized use of the work product. The Client indemnifies Michael Graves from any third-party use of the work product not authorized in advance by Michael Graves. In the event the work product is stored or transmitted by any form of electronic media, Client agrees that Michael Graves shall not be held liable for the completeness, transmission, accuracy, or longevity of these materials, nor for any misuse.

End of Conditions of the Agreement

Walter Robbs Architects, a Michael Graves Company
Schedule of Rates
Effective July 1, 2026

TITLE	NAME	BILLING RATE
ARCHITECTURAL STAFF		
Principal	Ken McDaniel, AIA	260.00
	Wesley Curtis, AIA, NOMA, LEED AP BD+C	260.00
	Matt Messick, AIA, LEED AP BD+C	260.00
	Larry Robbs, AIA	260.00
Associate Principal	Joe Bircher, AIA	185.00
Associate	Scott Kasper, AIA, LEED AP BD+C	150.00
Project Manager	Sam Loso, AIA	150.00
Architect	Davis Millard, AIA	140.00
	Andres Barrero, AIA	140.00
Architectural Designer	Trajan Baker	100.00
Historic Preservation Specialist	Michelle Portman, AIC, APT, CSI	125.00
INTERIORS STAFF		
Director of Interior Design	Liz Sims, IIDA, RID	175.00
Interior Designer	Layah Boulos	100.00
	Caylin Prillaman	100.00
TECHNICAL STAFF		
3-D Visualization Artist	Daniel Turick	130.00
Architectural Technologist	Nancey Cost	115.00
	Dave Owens	115.00
	Brian Wilson	115.00
Construction Administrator	Chirum Monroe	125.00
ADMINISTRATIVE STAFF		
Director of Finance	Amy West	175.00
Director of Marketing	Katie Pepper, CPSM	175.00
Director of IT	Craig Frazier	175.00
Accounting Assistant	Tracy Hill	95.00
Administrative Support Specialist	Wendy Long	75.00

All charges are based on the billing rates in effect when the charges are incurred. Billing rates are subject to revision each January 1 and July 1. Invoicing terms are net 30 days and invoices remaining unpaid after 30 days are subject to interest at the rate of 18 percent per annum.

****Note - Rates increase by 20% for Special Consulting, Special Reports and Expert Witness**

Private and Confidential