

**Agenda**  
**Economic Development Ad-Hoc Committee**  
CITY of ROELAND PARK  
**Wednesday, October 18, 2017; 8:00am**  
**Roeland Park City Hall**

**Committee Members**

Mayor Joel Marquardt  
Michael Rhoades  
Michael Poppa  
Erin Thompson

**Guests**

Keith Moody  
Jennifer Jones-Lacy  
Jose Leon  
Jason Glasrud, CBC

- I. Review Slaggie Architects, Inc. proposal for providing design services for speculative mixed-use development rendering (attached)
- II. CBC Update



ARCHITECTURE  
PLANNING  
INTERIORS  
GRAPHICS

October 13, 2017

**Mr. Jason Glasrud**  
**Development Manager**  
**CBC Real Estate Group**  
**4706 Broadway, Suite 240**  
**Kansas City, MO 64112**

Email: [jglasrud@cbcrealestate.com](mailto:jglasrud@cbcrealestate.com)

RE: **Proposal for design services**  
**Speculative mixed-use development**  
**48<sup>th</sup> Street and Roe (Former Swimming Pool Site)**  
**Roeland Park, KS**

KANSAS CITY, MO  
4600 Madison Avenue Suite 350  
Kansas City, Missouri 64112

OMAHA, NE  
14710 West Dodge Road Suite 100  
Omaha, Nebraska 68154

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[www.slaggie.com](http://www.slaggie.com)

Dear **Jason**:

We are pleased to submit to you a letter of agreement for design services as described below. It is our understanding that CBC Real Estate Group (Client) requests Slaggie Architects, Inc. (SAI) to perform the following services pursuant to the terms of this letter Agreement, SAI's General Provisions, and any exhibits attached hereto (hereinafter "The Agreement").

It is our understanding that SAI shall be providing a set of concept images for a mixed-use development on the former Swimming Pool Site located at the northeast corner of 48<sup>th</sup> Street and Roe in Roeland Park. The images shall include but not limited to: an illustrative site plan, and elevations to convey a comprehensive solution for this parcel to inspire a public/private relationship to develop this site.

SAI shall work with CBC and the City of Roeland Park from a speculative mixed-use program that shall include a 90 room limited service hotel, a 3,000 to 4,000 square foot full service restaurant, and an entertainment component. The two concepts to develop are an Extreme Sports Complex including an Aerial Challenge Coarse and Rock Climbing, and a Movie Theater Concept. This program will be developed as a framework for a speculative Mixed Use Visioning Package as a basis for development.

### **Scope of Services**

*Note: this work does not include documentation for Entitlement or Construction purposes. These efforts are to create a Visioning Package- a series of diagrams to inspire a public-private initiative. Any subsequent efforts may be requested and provided and performed on behalf of the Client under a separate proposal.*

#### **01 Initial Programming and Planning Services**

- A. Project Administration – (1) General Meeting with City Administrator and Client to understand City's needs and intent for this effort.
- B. SAI to develop initial Concept Sketches from the speculative program.

## **02 Visioning package**

- A. Project Administration- (1) General Meeting with Client to commence work, set the course for the initial planning concept to meet potential City-related long range goals, and set delivery deadlines and expectations
- B. Delivery of illustrative site plans, and elevations suitable for presentation to stakeholders. These images include but are not limited to the following:
  - 1. Illustrative, color-rendered Site Plan/ Project plan
  - 2. Rendered Elevations of the Concept
  - 3. Spreadsheet of proposed uses with square footage and parking ratios utilizing prudent baseline guidelines as expressed by the Urban Land Institute (ULI)
  - 4. All images shall be delivered in a .pdf, high-resolution format
- C. Discipline Coordination with City-engaged Civil Engineer to ascertain accurate survey information, comply with municipal design standards and parameters, and understand infrastructure needs
- D. Develop the Design
- E. Programming and Design Narrative of proposed Visioning Package
- F. Project Administration- (1) Presentation meeting with Stakeholders

### **Excluded Services**

- 1. Special footing and foundation design for site soil conditions which would include, but not be limited to soil bearing capacity less than 2000 psf., ground water, unsuitable fill, toxic materials
- 2. Making revisions to Visioning Package after completion of the work. Preliminary or Final Drawings and Specifications when these revisions are inconsistent with approvals or are required changes due to causes not solely within the control of the Architect
- 3. Special Inspections or Traffic Studies as required by the Building Code or Municipality
- 4. Preparation of documents for multiple bid packages for GC budgeting and pricing alternates
- 5. Computerized analysis of building operations to compare building system types and/or projected energy costs
- 6. TIF-related or TDD-related exhibits as required by the municipality
- 7. Analysis or design of acoustical work
- 8. Commissioning of mechanical or electrical systems
- 9. Computer modeling or fly-bys beyond the scope defined in this proposal
- 10. Professional rendering services
- 11. Detailed estimations of construction cost
- 12. "LEED" consultation or design for purposes of achieving certification
- 13. Any and all Civil Engineering and Landscaping Design services including identification of all utilities, easement and setbacks- it is our understanding that these services may be provided by City-engaged Vendors.

**Design Fees**

**01 Design Services and Visioning Package**

Includes the development of Site Plan(s), imagery, and meetings with Client and other stakeholders. This work has been defined as an hourly not-to-exceed based on the anticipated work with the following estimated hours for each task:

**Basic Services Package**

- General coordination meetings: 12 hours
- Site Plan(s) development 32 hours
- Elevations/ site sections 24 hours
- Final finished rendering services and modifications  
(4 sheets images at 4 hours/ image) 16 hours

**Total estimated hours: 84 hours**

**Total estimate:**

**(84 hours @ avg. hourly rate of 115.00/hr.): \$9,660.00\***

*\*This is an estimated lump sum. Services not spent against this amount shall not be invoiced. Additional services requested beyond this scope shall be invoiced accordingly based on the enclosed rate sheet on Exhibit A-page 6 of this proposal*

**Add Alternate Services Package**

*Upon the request of the Client, we have separated these services as an add alternate. We would strongly recommend providing these services to assist all stakeholders in the complete visioning of the work. Once the modeling is complete, it may become an ongoing tool for the Client and the City garner support for this effort to the community at large.*

- Modeling of site suitable for 3-d formatted renderings and/or fly-by imagery estimated 40 hours
- Finished rendered images (16 hours/ image) *quoted based on scope*

**Expenses/Reimbursables**

Reimbursable expenses include but are not limited to plotting, printing, courier service, mileage, etc., and shall be billed in accordance with the attached expense schedule on a monthly basis.

**Invoicing**

We will invoice monthly for the work completed in that month. Payment is due upon receipt of invoice. Payments beyond 30 days are subject to a late payment charge of 1.5% per month (18% APR) or \$25.00, whichever is greater.

Your signature below shall be required to fully execute this contract. Upon receipt of this signed contract and the retainer payment, we will commence work on your project. The retainer shall be applied to your final invoice.

Should you find the terms of this proposal acceptable, we shall immediately begin our work. We look forward to continuing our working relationship with you on this project and are prepared to begin immediately.

Your signature below will constitute agreement to these terms. Please call us at 816.756.1958 with any questions you have regarding this proposal.

Respectfully submitted,

Slaggie Architects, Inc.

October 13, 2017

**Scott J. Slaggie RA, AIA, NCARB, LEEDAP**  
President

Date

Accepted by:

CBC Real Estate Services, Inc or  
Authorized Agent

Date

**Exhibit A – General Provisions**

Any work beyond the scope of services such as additional design work, revisions to the design after Construction Documents have been started, work outside scope, and etc. shall be performed upon written approval by the Client, and shall be determined in accordance with the following hourly rates:

- Principal ..... \$205.00/hr
- Senior Designer..... \$205.00/hr
- Senior Project Manager..... \$165.00/hr
- Project Manager ..... \$135.00/hr
- Project Architect ..... \$115.00/hr
- Staff Architect..... \$105.00/hr
- Interior Designer ..... \$105.00/hr
- Project Intern..... \$85.00/hr
- Graphics Designer..... \$125.00/hr
- Graphics Technician ..... \$105.00/hr

We will invoice monthly for the work completed in the previous month. These services shall be invoiced after the end of each month. Payment is due upon receipt of invoice. Payments beyond 30 days are subject to a late payment charge of 1.5% per month (18% APR) or \$25.00, whichever is greater.

**Expense Rate Schedule**

**In-House Plotting Services**

- 36 x 48 ..... \$10.00/sheet
- 30 x 42 ..... \$7.50/sheet
- 24 x 36 ..... \$7.50/sheet
- 18 x 24 ..... \$4.00/sheet
- 11 x 17 ..... \$2.50/sheet

**In-House Reproduction Services**

- Letter (8 ½ x 11) ..... \$0.10/sheet
- Legal (8 ½ x 14) ..... \$0.15/sheet
- B Sheet (11 x 17) ..... \$0.20/sheet

***In-House Color Reproduction Services***

- Letter (8 ½ x 11) ..... \$1.00/sheet
- B Sheet (11x17) ..... \$2.00/sheet

**In-House Facsimile Services**

- Long Distance ..... \$1.00/sheet
- Local ..... \$0.50/sheet

Digital Photo Printing ..... \$1.00/print

Travel..... \$0.62/mile

Permit Fees ..... Cost + 10% handling fee

Miscellaneous ..... Cost + 10% handling fee  
 (out-of-house printing, postage, long distance telephone,  
 delivery services, lodging and meals, commercial transportation,  
 submittal fees, expenses billed to Slaggie Architects by Consultants)

***Client's Responsibility***

The Client shall provide full information regarding requirements for the project and establish and update the overall budget for the project including the Construction Cost. Client's other costs and reasonable contingencies related to all of the costs.

***Information Provided by Others***

The Architect shall indicate to the Client, the information needed for rendering of services hereunder. The Client shall provide to the Architect such information as is available to the Client and the Client's consultants and contractors, and the Architect shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Architect to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because errors, or omissions which may have occurred in assembling the information the owner is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect and the Architect's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the Client to the Architect.

***Responsibility for Construction Cost***

Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Client has control over the cost of labor materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

***Method of Billing***

Monthly statements will be rendered by the Architect to the Client as stated in the payment schedule as noted herein. Client agrees to pay all charges not in dispute within 30 days of receipt of Architect's invoice. Client agrees that Architect has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Architect's invoice, and Client agrees to waive any claim against Architect, and to indemnify, defend, and hold Architect harmless from and against any claims arising from Architect's suspension or termination due to Client's failure to provide timely payment of undisputed charges. Any charges held to be in dispute shall be called to Architects' attention within twenty days of receipt of Architect's invoice. 1 ½% interest per month will be added after 30 days.

***Limits of Liability***

We carry Professional Liability Insurance to protect our clients from errors or omissions connected with our part of the project. It is understood and agreed that to the fullest extent permitted by law, that Slaggie Architects, Inc. total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amount of the Architect's fee unless otherwise agreed upon by both parties. Such causes include, but are not limited to, the Architect's negligence, errors, omission, and strict liability, breach of contract or warranty. Client further agrees that it will also require any contractors, sub-contractors, consultants, or suppliers employed by Client, to agree in writing to limit Architects liability to a maximum of the fee regardless of the number of claims or the number of prosecuting claims against Architect.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations.

The Architect therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. The Architect, however, cannot and does not warrant or guarantee that the project will comply with interpretations of ADA requirements and/or requirements of other federal, state, and local laws, rules, code, ordinances and regulations as they apply to the project.

***Ownership and Use of Documents***

Client acknowledges the Architect's Construction Documents are instruments of professional service and unauthorized reuse of the Construction Documents would subject the Architect to liability outside the scope of this Agreement. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the Work and payment in full of all monies due to the Architect. The Client shall not reuse or make any modifications to the plans and specifications without the prior written authorization of the Architect. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any claim, liability or cost (including reasonable attorney's fees and defense cost) arising or allegedly arising out of any unauthorized reuse or modification of the Construction Documents by the Client or any person or entity that acquired or obtains the plans and specifications from or through the Client without the written authorization of the Architect.

***Photographic and Artistic Representation***

The Client acknowledges that the Architect shall have the right to include photographic or artistic representation of the design of the project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed project to make such representations. However, the Architect's

material shall not include the Client's confidential or proprietary information, if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide credit for the Architect in promotional materials for the Project.

***Indemnification***

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Architect's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone, or anyone for whom, the Architect is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions, and those of his or her contractors, sub-contractors, or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

The Architect is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

In consideration of the work performed by Architect, to the fullest extent permitted by law, the Client hereby also agrees to indemnify and hold harmless Architect and its individual Clients, agents and employees (hereinafter collectively SAI) from and against any and all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or based on a claim of copyright infringement and/or the unauthorized use of Instruments of Service and/or other documents or drawings in connection with any work or services which have been or will be performed by SAI for the Project or at the request of Client.

***Termination***

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, the Architect shall be paid for services performed to the termination notice date, plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months prior to completion of the Work contemplated by this Agreement, the Architect may complete such records as are necessary to complete its files the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of the Architect in completing such records.

***Precedence***

Those Provisions and Agreement supersedes all prior agreements and understanding, and may only be changed by written amendment executed by both parties.

***End of Proposal***