



October 29, 2020

Derek Temple
Vista Real Estate and Investment Corp.
2400 86th St Suite 24
Urbandale, Iowa 50322

RE: PROFESSIONAL SERVICES AGREEMENT
TRAILSIDE AT QUAIL RUN TOWNHOMES
BONDURANT, IOWA

Dear Derek:

Herein is an Agreement Form with our understanding for a Scope of Services, as requested. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are willing to discuss the Scope for mutual agreement.

Please review and provide an authorized signature of the Agreement and return a copy for our files. We are prepared to start upon receipt of the executed agreement.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Eric Cannon'.

Eric Cannon, P.E.

EDC/dmb

Enc.

NOW ON THIS _____ day of _____, 2020, **Snyder & Associates, Inc.**, 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **Vista Real Estate and Investment Corp.**, 2400 86th St, Ste 24, Urbandale, Iowa _____ (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Trailside at Quail Run Townhomes – Bondurant, Iowa
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

- 9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
- 10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
- 11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- 12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
- 13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
- 14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
- 16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
- 17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services
Exhibit C Concept Plan

Exhibit B Standard Fee Schedule
Exhibit

Vista Real Estate and Investment Corp. (Client) **SNYDER & ASSOCIATES, INC.** (Professional)

By: _____
 (Authorized agent)

By: Donald P. Marner
 (Authorized agent)

 (Printed or typed signature)

Donald P. Marner
 (Printed or typed signature)

Route executed copy to: EDC

EXHIBIT A

TRAILSIDE AT QUAIL RUN TOWNHOMES
BONDURANT, IOWA

CLIENT: VISTA REAL ESTATE AND INVESTMENT CORP
2400 86TH ST, SUITE 24
URBANDALE, IOWA 50322
ATTN: DEREK TEMPLE

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: TO PROVIDE ENGINEERING SERVICES IN THE PREPARATION
OF A SITE PLAN FOR THE DEVELOPMENT OF TOWNHOMES
LOCATED IN BONDURANT, IOWA.

DATE: OCTOBER 29, 2020

SCOPE OF SERVICES

I. CONCEPTUAL DEVELOPMENT PLAN

Snyder & Associates, Inc. shall prepare the Conceptual Development Plan for the property based on desired lot size discussions with the client, previously completed pre-application meeting with the City. The plan shall be developed in accordance with the City Subdivision regulations and zoning requirements, minimum lot size and locations, park dedication requirement, comprehensive plan and configurations for local street routing and right of way. The process shall include preparation of a lot layout concept suitable for presentation and discussion with City and the Client.

FEES FOR SERVICES:LUMP SUM \$2,200

II. PRELIMINARY PLAT/SITE PLAN DOCUMENTS

Based upon a Client approved site concept plan, the Engineer shall prepare documents for a Site Plan, which includes the following:

- A. Prepare a site layout plan for proposed buildings to including construction notes and dimensions for site layout based on an approved Concept Plan.
- B. Prepare a site utility plan showing sanitary sewer service and water service routing. Detention shall be provided in a surface basin on the south side of the

site. Client to provide franchise utility routing information for the Engineer to illustrate on plans.

- C. Prepare a final grading, including erosion control information.
- D. Prepare a landscape plan for proposed tree and shrub plantings as required by City ordinance.
- E. Details for pavements and site amenities as may be required by City.
- F. Prepare stormwater drainage summary as required by City.
- G. Client to provide site lighting, desired signage and other site details and details for trash enclosure for Engineer illustration on plans.
- H. Client to provide for colored building elevations for submittal as per the City requirements.
- I. Printing: To provide Site Plan submittals and provide Client two final copies. Additional copies to be at the cost of reproduction.
- J. Meetings and Coordination: To attend meetings with Client, Architect, City and others as may be requested. Herein is one (1) meeting; additional meetings to be on an hourly basis.

FEES FOR SERVICES.....LUMP SUM \$15,600

III. CONSTRUCTION DOCUMENTS

Snyder & Associates, Inc. shall utilize the previously completed preliminary plat and lot layout in preparation of the public improvement construction documents in accordance with the City Subdivision Regulations, Zoning Ordinance, and Standard Specifications for Public Improvements requirements. Construction documents shall include a water main plan and profiles along with the required IDNR forms. Prints for submittal to the City including review sets and the required official document sets, as well as 6 sets of the approved plans for the Client shall be provided. Upon completion and submittal of the documents to the City, attendance of staff meetings, Plan and Zoning meetings, and City Council meetings are included.

FEES FOR SERVICES.....LUMP SUM \$2,800

IV. STORM WATER POLLUTION PREVENTION PLAN

Snyder & Associates, Inc. shall prepare for Client's signature on a Notice of Intent for

Storm Water Discharge Permit No. 2 and shall prepare the Storm Water Pollution Prevent Plan (SWPPP) for the site. Client shall be solely responsible for compliance with and administration of the SWPPP and all Federal, State, and local laws, ordinances, rules and regulations that may be applicable to storm water pollution prevention.

FEES FOR SERVICES.....LUMP SUM \$900

V. CONSTRUCTION STAKING SITE IMPROVEMENTS

Snyder and Associates, Inc. shall provide construction staking for improvements illustrated on the site plan including rough grading, sanitary sewer, water main, storm sewer, utility services, and pavement placement. Staking shall be provided utilizing modern construction methods. Fees for Services incurred vary depending upon construction time schedule, Contractor's construction practices and the weather.

FEES FOR SERVICES..... HOURLY, ESTIMATED \$6,000

VI. FINAL PLAT DOCUMENT

Snyder & Associates, Inc. shall prepare the final plat document for the area in accordance with the City Subdivision Regulation, Zoning Ordinance requirements. Final plat document, plat book pages, and recording prints shall be prepared and provided to the Client for recording by the Client's Attorney. Prints for submittal to the City including review sets and the required official document sets shall be provided.

FEE FOR SERVICES.....LUMP SUM \$3,600

VII. FLOODPLAIN MANAGEMENT (FEMA LOMR-F)

Snyder & Associates shall complete a hydrologic study of the development, gather FEMA floodplain boundary maps and FEMA flood profiles, complete FEMA forms for a proposed Letter of Map Revision based on Fill (LOMR-F), obtain additional field survey data for elevations following grading activities, prepare transmittal documents and coordinate with FEMA to address comments. Fees required by FEMA will be the responsibility of the Client.

FEE FOR SERVICES.....LUMP SUM \$3,400

VIII. ADDITIONAL SERVICES

The following items shall be considered additional services as requested by Client. Items may be performed on an hourly basis or should a specific scope be defined, quotation for services may be provided.

1. Submittal fees to any and all regulatory agencies
2. Detailed drainage studies other than described herein
3. Additional meetings other than described herein
4. Additional prints
5. Topographic survey (previously completed)
6. Revisions to existing NNG gas station and/or mains
7. Park site plans/meetings
8. Buildings plans as may be required
9. Stand-alone Preliminary Plat
10. Earthwork balance on site
11. Computer generated color presentation graphics, renderings, presentation, or color drawings other than described herein
12. Traffic study
13. Offsite roadway improvements
14. Legal and easement documents other than described herein
15. Client requested major revisions
16. City requested major revisions as approved by Client
17. Meetings other than with Client and/or City described herein
18. Significant construction restaking
19. PUD zoning
20. Evaluations, recommendations, and cost analysis for environmental site issues, including wetlands
21. Details of signage
22. Construction observation
23. Sanitary sewer trunk sewer extension design or planning or coordination

EXHIBIT B

**SNYDER & ASSOCIATES, INC.
2020-21
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal II	\$214.00	/hour
Principal I	\$203.00	/hour
Senior	\$182.00	/hour
VIII	\$169.00	/hour
VII	\$160.00	/hour
VI	\$152.00	/hour
V	\$142.00	/hour
IV	\$132.00	/hour
III	\$120.00	/hour
II	\$109.00	/hour
I	\$96.00	/hour
Technical		
<i>CADD, Survey, Construction Observation</i>		
Lead	\$129.00	/hour
Senior	\$123.00	/hour
VIII	\$115.00	/hour
VII	\$106.00	/hour
VI	\$95.00	/hour
V	\$85.00	/hour
IV	\$78.00	/hour
III	\$66.00	/hour
II	\$58.00	/hour
I	\$50.00	/hour
Administrative		
II	\$66.00	/hour
I	\$54.00	/hour
Reimbursables		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	

EXHIBIT C

8/31/2020
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JWM:EDM:NON
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