

MEETING DATE: 01/14/26

AGENDA ITEM SUMMARY

Subject: Scope of Services Agreement for Utility Rate Study - SEH

Background Summary: Trout

The City of Charles City's water, sewer, and stormwater utilities rely on user rates and fees to fund operations, maintain infrastructure, and meet long-term financial obligations. Over time, changes in operating costs, usage patterns, regulatory requirements, and debt obligations can cause existing rate structures to no longer reflect the true cost of service.

The City's current water rate structure utilizes a declining block model, where higher usage results in lower per-unit rates. While this structure can support economic development, it can also result in rates at higher usage levels that approach or fall below the cost of service. Because a relatively small number of customers account for a significant share of total consumption, this structure increases financial sensitivity to usage changes.

Across all utility systems, operating costs continue to increase due to inflation, regulatory requirements, and infrastructure needs. In addition, the City must comply with State Revolving Fund (SRF) loan requirements, including maintaining a minimum debt service coverage ratio of 1.10. Recent state legislation reducing the City's base property tax rate may also result in declining General Fund revenues, requiring certain utility-related costs to be shifted to the appropriate utility funds.

To address these factors, the City has received a proposal from Short Elliott Hendrickson Inc. (SEH) to conduct a comprehensive utility rate review for the water, sanitary sewer, and stormwater utilities. The proposed review would analyze revenues and expenditures, evaluate existing rate structures, develop rate models, and provide recommended rate options and findings for City Council consideration.

Agreement for Professional Services

This Agreement is effective as of January 12, 2026, between City of Charles City (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Utility Rate Review**

Client's Authorized Representative: Cory Spieker, Water Superintendent

Address: 900 Clark Street, Charles City, Iowa 50616, United States

Telephone: 641.257.6315 **Email:** cory@cityofcharlescity.org

Project Manager: Maria McCarty

Address: 10 N Washington Ave., Suite 110, Mason City, IA 50401

Telephone: 507.508.4707 **Email:** Mmccarty@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Project Overview

The project involves reviewing the City's existing income and expenditures, projecting revenue from the Charles City Utility (Utility) water, sanitary sewer and storm sewer fees over the next 5 years and recommending changes to the fee and/or fee structure to meet identified revenue goals.

We have developed the following work plan and fee based on our project understanding.

Work Plan

Task 1 Data Collection, Trending, & Projections

To initiate the rate study, our team will develop and provide a comprehensive data request form that outlines the specific financial and operational information required from the Client. This form will guide the Client in compiling relevant data including water utility billing information, financial information, and community planning documents.

Upon receipt of the information, we will conduct a thorough review and analysis of the submitted data, identifying key trends in both spending and revenue, as well as identifying any outliers that may impact revenue. Using these insights, we will project expenditure and income trajectories over the next five years, applying appropriate forecasting methodologies to ensure accuracy and relevance. These projections will serve as a foundational element in evaluating the sustainability of current rates and informing future rate recommendations.

With the completion of this task, we will summarize the trends in memo format and request a remote meeting with the Client to review the memo.

Task 2 Rate Model Development

As part of the rate study, we will develop a customized Excel-based rate model designed to evaluate the financial performance and sustainability of the current rate structure. This model will incorporate historical and projected financial data, allowing for dynamic analysis of revenue sufficiency, rate adequacy, and the financial impact of upcoming infrastructure investments. We will conduct a detailed review of the existing rate structure to assess its alignment with operational needs and capital planning, identifying any necessary adjustments to ensure long-term fiscal health.

A remote meeting will be scheduled with the Client to present the model, review current revenue generation, and discuss the accuracy of the model and potential refinements. Remote presentations will facilitate interactive navigation of the model and allow for real-time feedback and scenario testing.

Task 3 Proposed Rates

Building upon prior meetings and feedback, we will finalize and present proposed rate models that offer clear comparisons between alternative rate options. These models will illustrate the financial impact of each option on customer classes, ensuring transparency and equity in rate adjustments. A comprehensive final report will be prepared, detailing the recommended rate structure, the underlying data and assumptions, and the methodology used in the analysis. SEH will deliver a remote presentation to the Council summarizing the rate review, highlighting key findings, recommendations, and the anticipated outcomes of the proposed rate adjustments

Deliverables

For this project, SEH will provide the following:

- Technical Memo 1: Summary of trends and projections used in developing the Rate Model.
- Rate Model: Excel-based rate model.
- Final Report: detailing the recommended rate structure, the underlying data and assumptions, and the methodology used in the analysis.

Meetings

- Kickoff Meeting: remote meeting to introduce team.
- Data Collection, Trending, and Projection: remote meeting to review provided information.
- Rate Model Development Meeting: remote meeting to review the draft model.
- Proposed Rates Meeting: remote meeting to finalize and present proposed rate models that offer clear comparisons between alternative rate options.
- Presentation to Council: remote meeting to present the rate review.

Assumptions / Exclusions

Our work plan and deliverables were built on the following assumptions:

- Requested data will be provided in a timely manner and completely.
- Client monthly billing information will be provided in an excel file format.
- Clients provide water for Charles City, and other industries.
- Only 1 proposed rate model for each utility (water, sanitary sewer, and storm sewer) will be developed. It is considered a separate rate model if the file requires to be saved with a new name for comparison with a different rate model.
- Computer charges will be itemized on invoices.

The following items are not included in our scope of work and fee. We would be happy to discuss revising our proposal for the inclusion of these items.

- Preparation of any capital improvements plan.
- Comparison to neighboring communities of similar size.
- Meetings and negotiations with customer communities.
- Any changes to the existing trends or projections after the Technical Memo 1 are reviewed by the Utility.
- Additional rate models, other than the proposed rate models, as defined in the assumptions.

Client Responsibilities

Provide the following information if available:

- Population and Development Data
 - Changes in the population such as known development/annexations
 - Changes in commercial/industrial business.
- Billing and Usage Information
 - The last 3 years of monthly billing information in an excel file.

- o The last 3 years of monthly water pumped.
- o The last 3 years of monthly metered flow at the wastewater treatment facility and loading information.
- Ordinances and Agreements
 - o Current water, wastewater, storm ordinances
 - o Significant industrial agreements
 - o Any water agreements.
- Financial and Planning Documents
 - o Financial reports for the last 3 years.
 - o Budgeted expenditures for 2026 and 2027.
 - o Capital improvement plan for the next 5 years.
 - o Current loan amortization schedules.
 - o Proposed debt service requirements.
 - o The last 3 years of audits for utilities.

Client will offer fiscal, legal, accounting, and insurance counseling services as required.

Fee Estimate

Fee breakdown between each utility rate review as follows:

Water Utility Rate Review	\$10,800
Wastewater Utility Rate Review	\$10,800
Storm Utility Rate Review	\$8,500

If there is any modification to the number of rate reviews or to the specific utility rate reviews to be conducted, a rereview of the total fee shall be required. This is necessary to account for efficiencies realized when multiple rate reviews are performed concurrently.

Additional Tasks

We have identified the following additional tasks beyond those identified in the above work plan that may be required by the City of Lakeland or that could benefit the project. These tasks are not included in the scope of work but can be added via an amendment to this contract.

Optional Task 1 Additional rate models Task Fee \$1,100/model
 SEH will provide an additional proposed rate model, above the one already included in the scope. It is considered a separate rate model if the file requires to be saved with a new name for comparison with a different rate model.

Optional Task 2 Regional Rate Comparison Task Fee \$2,000
 SEH will contact up to five neighboring communities of similar size to provide a comparison and context to support the proposed changes.

Schedule: We are prepared to begin work within 2 weeks of receipt of a signed agreement and the required information listed above. We anticipate completing the work within 6 months. The duration to complete the rate study is dependent on the timing for receiving requested information and the quality of the information received. We anticipate the following milestones.

- Task 1 - complete 3 months after a signed contract.
- Task 2 - complete 2 months after completion of Task 1.
- Task 3 - complete 1 month after completion of Task 2.

Payment:

The lump sum fee is \$30,100 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of Charles City

By: **Maria McCarty**

By: _____

Full Name: Maria McCarty

Full Name: _____

Title: Project Manager

Title: _____

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.

2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.

2. Additional Services, including delivery of documents, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, no less than Consultant's standard rates.

3. The Consultant shall not be required to sign any documents, no matter by whom requested, that require a certification, guarantee, or warranty of conditions not fully known to be true or accurate by the Consultant, or that would impose liability beyond the scope of this Agreement. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification, guarantee, or warranty.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.

2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.

4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deeds; and other land use restrictions; as-built drawings; and electronic databases and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that

contains inaccurate or unusable information shall be the responsibility of the Client.

3. Client shall provide written notice to Consultant within seven (7) days of when the Client observes or otherwise becomes aware of any changes in the Project or any defect or alleged defect in Consultant's Services. Client shall examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant within ten (10) business days of receipt and render the necessary decisions and instructions in writing so that Consultant may provide Services in a timely manner. Client's failure to provide timely notice of defects or timely review and approval shall constitute a waiver of any claims related to such defects or delays caused by late review.
4. Client shall require all utilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others directed or hired by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose. Consultant 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 or others directed or hired by the Client.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions regarding the Project. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to suspend performance of Services and to retain deliverables and Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of suspending Services or withholding deliverables or Instruments of Service until all invoices are paid in full, and Client shall be responsible for any additional costs incurred by Consultant due to such suspension and subsequent remobilization. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the

3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.
2. Client agrees that it will waive any claim against Consultant related to severe weather events that exceed those addressed by existing codes and standards. Consultant's sole liability will be based on actual damages to the extent caused by Consultant's failure to meet applicable codes. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Consultant's original interpretation through no fault of Consultant and that additional costs necessary to conform to such changes or interpretations after execution of this Agreement may be subject to an equitable adjustment in Consultant's compensation and schedule.
3. If hazardous substances are found on the project site, then Consultant may stop work until Client has remediated the site.

C. Limitations on Liability

1. To the fullest extent permitted by law, Consultant's total liability to Client for any and all claims, losses, or damages arising out of or related to this Agreement or the Project, whether based on negligence, errors, omissions, strict liability, breach of contract, or warranty, shall not exceed the lesser of (i) the total compensation paid to Consultant under this Agreement or (ii) \$500,000. If Client requests higher limits, such change must be agreed to in writing, and Consultant's fee shall increase by at least 1% for each additional \$500,000 of liability, up to a maximum limit of \$5,000,000.
2. To the extent permitted by applicable law, neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by unforeseen severe weather events, breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.
4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than the earliest of: (a) the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion; (b) the date of issuance of Consultant's final invoice for acts or failures to act occurring after Substantial Completion; or (c) the date when Consultant's Services are substantially completed. The parties acknowledge that this provision may shorten the time period otherwise available under applicable law for bringing claims, and each party knowingly and voluntarily agrees to this shortened limitations period. This provision shall not apply to claims for fraud, willful misconduct, or intentional misrepresentation. Notwithstanding the foregoing, in no event shall any claim be brought more than two (2) years after the cause of action has accrued as defined herein, regardless of when the injury or damage is discovered.
5. The parties agree, to the fullest extent permitted by law, to waive any and all rights against each other and any of their contractors, subcontractors, consultants, subconsultants, construction managers, owner's representatives, employees, directors, officers, agents and assigns for any and all damages, including without limitation bodily injury, death, damage to real and personal property, and all consequential damages including delay and lost profits covered by any insurance applicable to the Project or the site upon which the Project is located.

D. Assignment

1. Aside from Consultant's assignment of amounts owed under this Agreement, neither party to this Agreement shall transfer, sublet or assign any rights under,

or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

2. Parties acknowledge that Consultant has subsidiaries or affiliates that hold necessary registrations, certifications or special skills or resources that may be needed for the proper performance of the Services. Consultant may subcontract or assign all or part of the Services to any of its subsidiaries or affiliates; provided, however, that Consultant shall remain liable for the performance, obligations and responsibilities of such services under this Agreement.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise in writing.
2. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State in which the Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care.
3. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CADD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. To the extent permitted by law, any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.