

Agreement for Professional Services

This Agreement is effective as of May 1, 2025, between City of Saint Francis (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: **Community Park Grant Assistance and Environmental Work**

Client's Authorized Representative: Paul Carpenter

Address: 4058 St. Francis Boulevard NW, St. Francis, Minnesota 55070, United States

Telephone: 763.235.2304

email: PCarpenter@stfrancismn.gov

Project Manager: Jessica Hedin

Address: 2351 Connecticut Avenue, Suite 300, Sartell, Minnesota 56377

Telephone: 612.247.2768

email: jhedin@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.

Refer to Exhibit 1 – Scope of Work and Schedule

Schedule: Refer to Exhibit 1 – Scope of Work and Schedule

Payment:

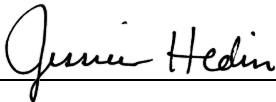
The fee is hourly estimated to be \$23,800 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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.

By: 
Full Name: Jessica Hedin
Title: Project Manager/Client Service Manager

City of Saint Francis

By: _____
Full Name: _____
Title: _____



Building a Better World
for All of Us®

April 30, 2025

RE: City of St Francis
Community Park Grant Assist and
Environmental
SEH No. STFRA 185031 14.00

Paul Carpenter
Deputy Administrator/Public Works Director
City of St Francis
4058 St Francis Blvd
St Francis, MN 55070

Dear Mr. Carpenter:

The City of St Francis has recently completed a Park Planning Study for Community Park, aimed at constructing new park amenities and related infrastructure. Following the identification of proposed improvements, SEH informed the City about the DNR Outdoor Recreation Grant Program, which is well-suited for the Community Park project. This grant program can provide up to \$350,000 for community parks. SEH will assist the City in applying for the grant to help fund a portion of the project costs.

For even further assistance, SEH will help the City apply for a League of Minnesota Cities grant which is aimed at providing up to \$5,000 for cities to help cover the costs for applying for other grants, including filling out the applications and the environmental work required. If awarded, the City can use the \$5,000 towards the scope of work that SEH proposes below for the DNR Outdoor Recreation Grant.

TASK 1: LEAGUE OF MINNESOTA CITIES GRANT APPLICATION

SEH will assist in preparing an application for the Client to submit to the League of Minnesota Cities. The following work will be included:

- Assisting in writing, reviewing and submitting a League of Minnesota Cities (LMC) Grant Navigator application. This assistance would be provided by SEH at no cost to the city.
- The City would be notified within 30 days of submittal and receiving the grant dollars soon after.
- You will be responsible for completing a resolution in support of the LMC grant application.
- The Grant Navigator award of \$5,000 would be used to have SEH complete the DNR Outdoor Recreation Grant application.

TASK 2: DNR OUTDOOR RECREATION GRANT APPLICATION

SEH will assist the City of St Francis with the funding application to construct new park amenities and related infrastructure in Community Park. The funding application and required attachments will be completed by a team that consists of community development specialists and natural resources scientists. The team will be responsible for all application items listed below:

- Item 1: Application Summary
- Item 2: Project Narrative
- Item 3: Project Relation to SCORP
- Item 4: Cost Breakdown
- Item 5: Project Site Evaluation
- Item 6: Public Participation and Benefit
- Item 7: Availability for Public Use
- Item 8: Statement of Accessibility

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Please note that this program is very competitive and the DNR strongly encourages applicants to allow enough time to complete the resolution, public participation, and any appraisals (if applicable). They also encourage submitting a draft application which DNR will provide comments for prior to submittal of the final application. SEH will coordinate the submittal of both a draft and final application at the appropriate deadlines identified in the grant requirements.

Task 2.1: DNR Outdoor Recreation Grant Application (Items 1-4, 6-8)

In coordination with the City, our community development specialist will be responsible for completing the following sections of the application. SEH will identify any information needed from the City and will review both draft and final applications with the City prior to submittal.

Item 1: Application Summary

- Applicant information
- Park information
- Project description
- Financial narrative for match funds

Item 2: Project Narrative

- General overview of the project

Item 3: Project Relation to the Statewide Comprehensive Outdoor Recreation Plan (SCORP)

- Discuss how the following strategic decisions from SCORP apply to the project
- Connection of people to outdoors
- Creation of opportunities for redevelopment of proposed project
- Discussion of how the project takes care of what the City has existing

Item 4: Cost Breakdown

- Cost breakdown by facility in table provided
- Discussion of costs including sources, assurances, life span

Item 6: Public Participation and Benefit

- Respond to questions regarding public participation, planning process, and how the project will provide new and/or expanded recreational opportunities

Item 7: Availability for Public Use

- Description of programmed use for the facilities

Item 8: Statement of Accessibility

- Discussion of how the project addresses access requirements under ADA Standards and Final Accessibility Guidelines for Outdoor Developed Areas

Task 2.2 – DNR Outdoor Grant Application (Item 5)

The scope of work related to the Project Site Evaluation requirements will be completed by natural resource scientists and includes the following Parts:

Part 1 – USFWS Information for Planning and Consultation (IPaC) Report

Coordinate review of the project by the US Fish and Wildlife Service (USFWS) to provide the following:

- List of species and other resources known or expected to be in or near the project area.
- Determination of the project's impact on the list of species and other resources.

Part 2 – Minnesota Conservation Explorer Conservation Planning Report

A Conservation Planning Report is required to provide information on ecologically significant areas.

- Use Minnesota Conservation Explorer (MCE) to generate a Conservation Planning Report.
- Prepare drawings that show the area of interest to be used by MCE.

Part 3 – Minnesota State Historic Preservation Office (SHPO)

The project area must be reviewed for any archeological and/or historic properties that may be impacted.

- Use Minnesota Statewide Historic Inventory Portal (MnSHIP) and the Office of the State Archeologist (OSA) Portal to identify any historical or archeological resources.
- Follow up with Minnesota Indian Affairs Council (MIAC) and/or OSA if needed.

Part 4 – Description of Environment and Environmental Impact of Proposed Project

Environmental impacts on the proposed project area need to be identified.

- Describe the existing site conditions, facilities, and park acres
- Answer the questions about the site in the application. The questions cover the following topics:
 - Environmental intrusions
 - Fish and wildlife
 - Vegetation
 - Wetland resources
 - Geologic and Physiographic Features
 - Flood plains
 - Air quality/noise
 - Archeology/ground disturbances
 - Historic structures
 - Surveys

Part 5 – Environmental Screening Form (ESF)

This will serve as a record of the environmental resources present at the site and whether the project is likely to have a significant negative impact on those resources.

- Prepare the ESF in consultation with relevant local, state, and federal governments, as appropriate.
- Respond to questions in the application related to the ESF.

EXCLUDED TASKS:

1. Past applications for the DNR Outdoor Recreation Grant Program have included Part 6 of the Project Site Evaluation. Part 6 was related to CEQ's Climate and Economic Justice Screening Tool (CEJST). The requirement has since been removed due to an Executive Order by President Trump on January 20, 2025. The proposed scope and fee for this proposal does not include completing Part 6. If Part 6 is reinstated prior to the submittal of the application, it would be considered an additional service.
2. Cost of various agency (DNR, Historical Society, SHPO, etc.) fees for reviews involved with preparing the Project Site Evaluation section of the grant application are not included and will be considered the responsibility of the City of St Francis.
3. If the City's application is funded, the DNR will require you to request and submit a Natural Heritage Review letter. This review is not to be done unless you have been selected for funding and there is a fee to conduct this step. This proposal does not include any SEH time or fees for the Natural Heritage Review letter, and this would be considered an additional service once the City has been selected for funding.
4. If the City's application is funded, the DNR will initiate the federal Section 106 and/or state review process with SHPO. If during the Section 106 or state review process, the SHPO determines you need to complete a Phase I or Phase II survey, it will need to be completed prior to contract approval. A Phase I or Phase II survey is not anticipated and has not been included in this proposal. Any Phase I or Phase II survey work would be considered an additional service.
5. Based on the project site evaluation information required for the application, no site visits are anticipated for the natural resource scientists, and none are included in the scope or fee of this

proposal. If it is determined that any site visits are needed, they would be considered an additional service.

6. This proposal does not include any services related to assisting the City with public participation. Any SEH assistance with public participation would be included in the separate contract for the parks design, bidding, and construction administration.

SCHEDULE:

Work on the application will begin upon receiving the signed contract. The 2026 application is not yet available; however, SEH will use the 2025 application as a guide until the 2026 application is released. In accordance with the anticipated submittal dates, SEH will have a draft application ready to submit prior to February 28, 2026, and a final application prior to March 31, 2026.

Important dates related to the grant include the following:

- Grant applications submitted at end of March 2026
- DNR will review and rank applications during the Spring of 2026
- Preliminary awards announced in Summer of 2026
- Earliest anticipated project construction start date Fall of 2026
- All work to be completed by June 30, 2028

ESTIMATED FEE:

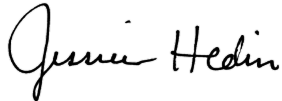
The hourly estimated fee is \$23,800 including expenses. Details of the hourly payment method will be set forth in the agreement documents. Please note, however, that if the City receives the League of Minnesota Cities grant for grant writing assistance in the amount of \$5,000, the City would only be paying \$18,800 out-of-pocket for these services.

We look forward to working with the City of St Francis on this very important project for the City. If you should have any questions, please contact Jessica Hedin directly at 612.247.2768 or jhedin@sehinc.com.

Thank you.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jessica Hedin, PE
Project Manager/Client Service Manager
(Lic. MN, SD)

jah

c: Jeremy Shook, City of St Francis

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. 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.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter 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 a 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, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

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. The Consultant is not a municipal advisor and therefore 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; deed; and other land use restrictions; as-built drawings; and electronic data base 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 prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities 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 employed 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.
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 by Client or Client's employees or agents. 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.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

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 retain Services or deliverables 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 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.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 - 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

- 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.
- 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 Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
- 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. Indemnity for Environmental Issues

- 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.

C. Limitations on Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
- 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 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.
- 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.

- 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 either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

- 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.

E. Dispute Resolution

- 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. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
- 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

- All documents, including reports, drawings, calculations, specifications, CAD 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.
- 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

- 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.
- 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 CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

- 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. 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.