Memo

To: Mayor and Hayden City Council

From: Dulci Kau, City Engineer

Date: 11.24.2026

Agenda Item: **Authorize a professional services contract with HMH Engineering for Dakota Avenue and Government Way intersection improvements.**

Agenda Item Location
New Business

Background
The Transportation Master Plan identifies the need to add turn lanes at the Dakota Avenue and Government Way intersection to improve traffic movement. The adopted Capital Improvement Plan anticipates design of this project in the 2026-27 fiscal year.

Recommended Action or Motion
Motion: I move to authorize a professional services contract with HMH Engineering dba HMH, LLC to design the Dakota Avenue and Government Way intersection improvements for a sum not to exceed $49,500 without further Council approval.

Functional Impact of Authorizing
This contract will result in a completed design to improve the performance of the intersection at Government Way and Dakota Avenue, consistent with the City's Transportation Master Plan objectives and the City's approved Capital Improvement Plan.

Functional Impact of Not Authorizing
If this is not authorized, the improvements at the intersection of Government Way and Dakota Avenue will not be designed and the planned construction of these improvements will be delayed.

Fiscal Impact
The design of this project is anticipated in the fiscal year 2026-27 budget, and this contract with authorize payment not to exceed $49,500.

Budget Funding Source
GL– 130-899-59831-9004

Attachments
HMH Engineering Professional Services Contract – Dakota Ave/Government Way Improvements

ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of November, 2026 ("Effective Date") by and between **THE CITY OF HAYDEN**, a political subdivision of the state of Idaho ("CITY") and **HMH, LLC.** ("ENGINEER"). The CITY and ENGINEER may be collectively referred to herein as the "parties" and individually referred to as a "party." The promise and agreements of each being in consideration of the promises and agreements of the other. The parties agree as follows:

1. SCOPE OF WORK: The CITY engages ENGINEER to perform the work identified in the attached Exhibit A.

2. PAYMENT: The CITY agrees to pay ENGINEER for its services on rendered under this Agreement on a time and materials basis for said services rendered. The parties agree that ENGINEER will invoice the CITY for payment under this Agreement for services rendered herein and will create a separate task or item number for each service requested to simplify tracking shown in Exhibit A.

3. RIGHT OF CONTROL: The CITY agrees that it will have no right to control or direct the details, manner, or means by which ENGINEER accomplishes the results of the services performed hereunder. ENGINEER has no obligation to work any particular hours or days or any particular number of hours or days. ENGINEER agrees, however, that its other contracts or services shall not interfere with the performance of its services under this Agreement.

4. INDEPENDENT ENGINEER RELATIONSHIP: ENGINEER is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of the CITY. The CITY shall determine the scope of work to be done by ENGINEER, but ENGINEER shall determine the legal means by which it accomplishes the work specified by the CITY.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the CITY on behalf of ENGINEER or the employees of ENGINEER. ENGINEER shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. ENGINEER understands that ENGINEER is responsible to pay, according to law, ENGINEER's income tax. ENGINEER further understands that ENGINEER may be liable for self-employment (Social Security) tax to be paid by ENGINEER according to law.

6. LICENSES AND LAW: ENGINEER represents that it possess the skill and experience necessary and all licenses required to perform the services under this Agreement. ENGINEER further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because ENGINEER is engaged in its own independently established business, ENGINEER is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CITY.

8. WORKER'S COMPENSATION: ENGINEER shall maintain in full force and effect worker's compensation for ENGINEER and any agents, employees, and staff that the

ENGINEER may employ, and provide proof to the CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: ENGINEER shall supply, at ENGINEER's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: The above set date shall be the Effective Date of this Agreement. The anticipated schedule is included in Exhibit A.

11. WARRANTY: ENGINEER warrants that all services will be performed in a good workmanlike manner and in conformance with the standards established for Engineers in the state of Idaho. ENGINEER acknowledges that it will be liable for any breach of this warranty.

12. INDEMNIFICATION AND INSURANCE:

As respects to acts, errors or omissions in the performance of professional services, ENGINEER agrees to indemnify and hold harmless the CITY, its officers, employees, and the CITY's designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of ENGINEER's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

As respects all acts, errors or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at the CITY's option), and hold harmless the CITY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with ENGINEER's (or ENGINEER's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of CITY.

Without limiting the CITY's right to indemnification, it is agreed that ENGINEER shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

a. Worker's compensation insurance as required by Idaho statutes.

b. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent ENGINEER's liability (if applicable), in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

c. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

d. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars ($1,000,000.00), and ENGINEER shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-year period, ENGINEER shall use ENGINEER's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The CITY is hereby authorized to reduce the requirements set forth above in the event the CITY determines that such reduction is in the CITY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

a. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Clerk of the CITY.

b. It is agreed that any insurance maintained by the CITY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

> The CITY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with the CITY.

Prior to commencing any work under this Agreement, ENGINEER shall deliver to the CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, ENGINEER shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by the CITY, it shall be ENGINEER's responsibility to see that the CITY receives documentation acceptable to the CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, the CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies the CITY may have if ENGINEER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the CITY may, at its sole option:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

b. Order ENGINEER to stop work under this Agreement and/or withhold any payment(s) which become due to ENGINEER hereunder until ENGINEER demonstrates compliance with the requirements hereof.

c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies the CITY may have and is not the exclusive remedy for ENGINEER's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which ENGINEER may be held responsible for payments of damages to persons or property resulting from ENGINEER's, or its subcontractor's, performance of the work covered under this Agreement.

13. NONDISCRIMINATION: ENGINEER, for itself and its successors and assigns, agrees that in the performance of services provided for in this Agreement, ENGINEER will not unlawfully discriminate against any employee or applicant for employment because of age, race, handicap, color, creed, religion, sex, marital status, ancestry, or national origin.

14. CONFLICT OF INTEREST: ENGINEER warrants that it presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. ENGINEER further covenants that, in performing this Agreement, it will employ no person who has any such interest. Should any conflict of interest arise, it will be disclosed and managed accordingly.

15. OWNERSHIPS: All work performed by ENGINEER on behalf of the CITY shall become the property of the CITY upon payment by the CITY for the services, including but not limited to electronic data and data compiled for the purpose of generating the final work product. The CITY shall have the right to use the data without obtaining prior approval by the ENGINEER.

16. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

18. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

21. CERTIFICATION CONCERNING BOYCOTT OF ISREAL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars and CONSULTANT employs ten or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of goods or services from Israel or territories under it’s control. The terms in this section defined in Idaho Code section 67-2346 have the meaning defined therein.

22. CERTIFICATION THAT COMPANY IS NOT CURRENTLY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA: Pursuant to Idaho Code section 67-2359, CONSULTANT certifies that the company is not currently owned or operated, and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall have the meaning defined therein.

23. NOTICES: Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, hand delivered, or sent by registered or certified mail to:

To the City:	City of Hayden Attn: Lisa Ailport, City Administrator 8930 N. Government Way Hayden, Idaho 83835 Telephone: (208) 772-4411 Facsimile: (208) 772-6522 E-mail: lailport@haydenid.gov
With a copy to:	Fonda Jovick Lake City Law 435 W Hanley Avenue, Suite 101 Coeur d'Alene, Idaho 83815 Telephone: (208) 664-8115 Facsimile: (208) 664-6338 E-mail: fjovick@lclattorneys.com
To Engineer:	HMH, LLC Attn: Matt Hall, PE. 3882 N Schreiber Way, Suite 104 Coeur d'Alene, Idaho 83815 Telephone: (208) 635-5825 E-mail: mhall@hmh-llc.com

IN WITNESS WHEREOF, the parties have made and entered into this Agreement as of the Effective Date first above written.

The parties have executed this Agreement as of the Effective Date.

CITY

CITY OF HAYDEN

By: _____
Alan Davis, Mayor

ATTEST:

_____
Abbi Sanchez, City Clerk

ENGINEER

By: _____
Matt Hall, Managing Member

EXHIBIT A
SCOPE OF SERVICES – HMH, LLC
DAKOTA AVENUE TURNBAYS
11/9/2026

PROJECT DESCRIPTION

The purpose of this project is to evaluate constructing turnbays on Dakota Avenue at the Government Way intersection.

PROJECT FUNDING: The project is funded by the City of Hayden.

PROJECT SCOPE: The project scope includes survey, conceptual layouts, and construction documents.

The design team anticipates evaluating two turnbay improvement alternatives:

- Left and right turnbays on each leg of Dakota Ave
- left turnbays on each leg of Dakota Ave

PROJECT TEAM: Alan Soderling is the agreement administrator and project manager for the City of Hayden. Justin Shaw is the consultant project manager for HMH, LLC (HMH). No subconsultants are anticipated.

PROJECT SCHEDULE: The following project schedule assumes a Notice to Proceed (NTP) of November 24, 2026.

Milestone	Anticipated Completion Date
Survey & Mapping	2027 December
Conceptual Layouts	2027 January
Construction Documents	2027 March

ASSUMPTIONS

- Traffic volumes and counts are not included in the scope of work. The City of Hayden will submit any existing traffic counts.
- Environmental evaluation is not included in this scope of work.
- Geotechnical analyses is not included in this scope of work. Roadway section will consist of 4” asphalt, 4” base course, and 12” ballast per City of Hayden Typical Sections.
- Sidewalks and pedestrian ramps will be included in the design.
- Right-of-Way and boundary monuments will not be set.
- Right-of-Way acquisition is not included in this scope of work.

TASK 1 PROJECT MANAGEMENT

Set up and maintain a system of project management tools, reports, and controls to monitor budget, schedule and deliverables.

1.1 Project Initiation & Project Management

HMH will set up project files, maintain the accounting system, and provide general project coordination.

1.2 Project Kickoff Meeting

One project kick-off meeting will include City of Hayden staff and two HMH team members. We anticipate the kick-off meeting lasting two hours.

1.3 Status Meetings

Status meetings will be conducted monthly with the City of Hayden and two HMH members. Estimated duration is 30 minutes each.

1.4 Project Administration, Monthly Invoices & Progress Reports

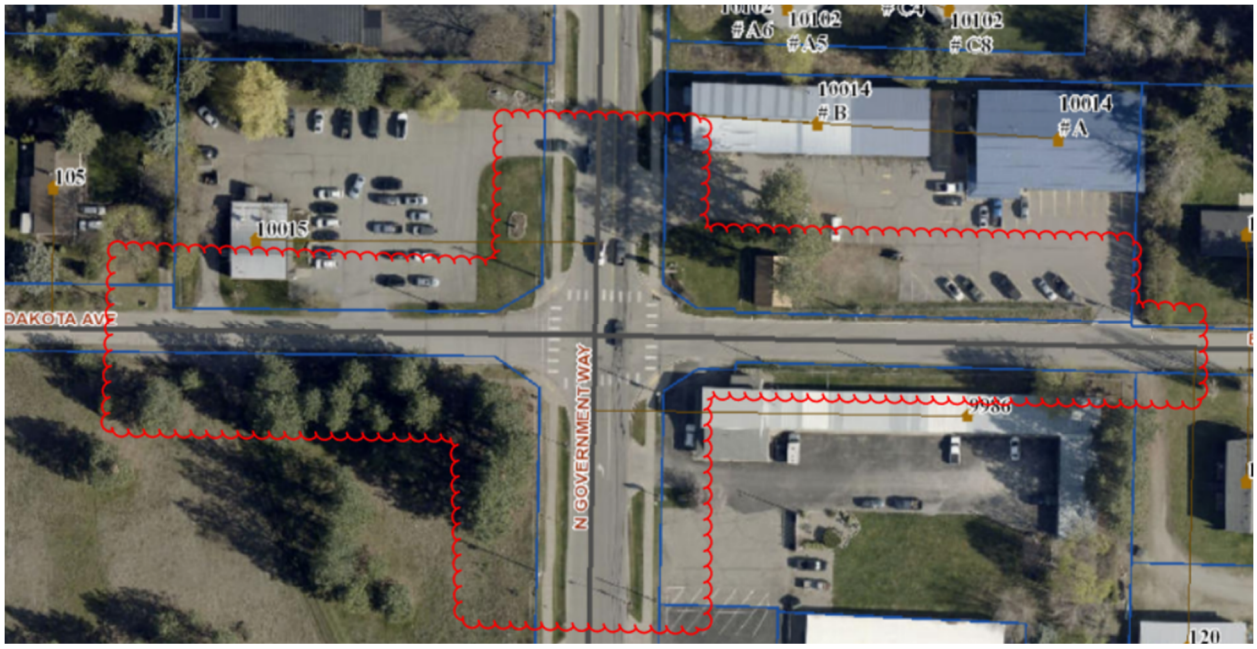
HMH will staff and manage the project team to provide project deliverables and monitor the budget and schedule. Monthly progress reports and invoices will meet City of Hayden requirements. This task includes project closeout activities with the final invoicing forms.

DELIVERABLES

- Monthly invoice including labor and expense backup,

TASK 2 SURVEY & MAPPING

HMH will gather topographic survey information along Dakota Avenue and Government Way in Hayden as shown in the following map. Right-of-Way will be determined along Dakota Ave and Government Way within the project vicinity.



HMH will:

- utilize existing horizontal and vertical survey control data.
- perform a thorough utility and topographic survey.
- determine Right-of-Way at the intersection of Dakota Avenue and Government Way.
- utilize existing USGS LiDAR to augment HMH collected data.
- establish existing alignment.
- record location of adjacent parcels referenced to the section lines.

2.1 Establish Project Horizontal & Vertical Control

All horizontal control will be on the North American Datum of 1983 (NAD 83) Idaho State Plane Coordinate System, West Zone and projected to ground. All vertical control will be on the North American Vertical Datum of 1988 (NAVD 88).

2.1.1 Research: HMH will research Federal, State, and County databases for any existing horizontal or vertical control to be used or protected within the project area. HMH will search for and recover existing monumentation in the region for use in establishing the project primary and secondary control and identify monumentation to be preserved or identified as going to be destroyed per Idaho Code 55-1613 and 18 U.S. Code 1858.

2.1.2 Project Monumentation: HMH will set control using Static GPS. Three project control monuments with a minimum #5 rebar with a plastic cap stamped “CONTROL” will be set. HMH will locate all control points with redundant GPS observations for horizontal accuracy and perform digital differential leveling over all control points for vertical accuracy.

2.1.3 Control Computations: HMH will process all observations through Trimble Business Center and adjust the network accordingly. HMH will cross reference adjusted observations with data results from submissions to the National Geodetic Survey (OPUS) Solutions program as an independent Quality Assurance.

2.1.4 Survey Control Map: HMH will provide a Survey Control Map showing primary and secondary control points with the survey monuments found. The Control Map will include a graphical representation of the location of each point as well as a table showing point number, northing, easting, elevation, and a description of what was set or found.

DELIVERABLES

- Survey Control Map.

2.2 Topographic Survey

HMH will complete a thorough topographic survey of the project site. The topographic survey will be conducted in a manner capable of creating 1-foot contours.

DELIVERABLES

- Electronic copies of survey field notes
- Electronic copies of research data
- Electronic file of all survey points in PNEZD.csv format

2.2.1 Ground Features Survey: All applicable above ground features to be located include road surfaces, natural ground surfaces, storm drainage, parking surfaces, treed areas, signs, buildings, utilities and other features determined as needed by the project team. Any found manholes and catch basins will be dipped to determine the invert elevations, pipe type, and pipe size to the extent possible.

2.2.2 Utility Survey: HMH will contact the One-Number Notification Service per Idaho Code 55-2206 for a list of registered utility companies within the project area. These companies will be contacted for a set of facility maps showing graphical locations. HMH will mark the underground lines identified on the maps, along with above ground utility features, valve boxes and covers, meters, fire hydrants, and poles. The underground location marks will be shown to the extent possible whether utilities are within existing easements or the Right-of-Way.

2.2.3 Drone Survey: The HMH pilot will fly the project with our drone to collect orthometric images. This data will be geo-referenced to the project and processed against the project control.

2.2.4 Existing Alignment: HMH will establish the existing Dakota Avenue and Government Way roadway alignments within the project limits.

2.3 Boundary Survey

HMH will determine existing Right-of-Way along Dakota Avenue and Government Way. Section lines will be surveyed where they cross the Right-of-Way.

Temporary easements and Right-of-Way acquisition may be required depending on the selected alternative. Any required easements or Right-of-Way acquisition will be scoped in subsequent phases.

2.3.1 Research: HMH will research Federal, State, and County databases for any existing property corner monumentation to be used or protected within the project area, and research existing plats, records of survey (recorded and unrecorded), corner records, deeds, and title reports as applicable to determine boundary location.

2.3.2 Field Reconnaissance & Locates: HMH will search for and recover existing monumentation and locate occupational features in the region for use in determining the location of the parcel boundary lines and identify monumentation to be preserved or destroyed per Idaho Code 55-1613.

2.3.3 Office Calculations & Analysis: Office calculations will be completed to reduce the field data. The project's professional land surveyor licensed in the State of Idaho will review the data and determine the location of the boundary lines of the parcels.

2.4 Base Mapping & DTM

HMH will draft a base map using the collected survey information and horizontal alignment. Property and Right-of-Way lines determined by the boundary survey under Section 2.3 will be incorporated into the base map. Other parcel boundaries will be shown using available County GIS mapping and labeled as approximate. HMH will prepare an existing ground DTM to be used in the design. The project's professional land surveyor will walk the site with the project PM reviewing critical information points as part of Quality Assurance.

DELIVERABLES

- Base Map (.dgn)
- Digital Terrain Model (.dtm and .xml)

2.5 Quality Control (QC)

A senior level PLS not involved in the survey effort will perform a QC review of the control computation and map, topographic survey and alignment, boundary survey, and base map.

TASK 3 CONCEPTUAL LAYOUTS

HMH will develop two alternatives for improving the intersection. HMH will prepare conceptual layouts to determine Right-of-Way requirements for each alternative. The conceptual designs will follow City of Hayden standard drawings, Idaho Transportation Department (ITD) Roadway Design Manual, guidance from the American Association of State Highway and Transportation Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD).

HMH will coordinate with the City and determine the preferred design direction from the conceptual layouts presented. The proposed alternatives will include paved section, swale, and sidewalks. Turnbays will be a minimum of 50 FT.

- Alternative 1: add right and left turnbays to the eastbound and westbound legs to Dakota Avenue at the Government Way intersection.
- Alternative 2: will be to add only left turnbays to each leg.

HMH will develop outreach materials including presentation boards for display at Hayden City Hall and graphics for posting on the City's social media and website. These boards will present both conceptual alternatives for the public's input over a three-week period. HMH will present the outreach findings and recommend an alternative at a City Council meeting.

DELIVERABLES

- Two conceptual layout exhibits.

TASK 4 CONSTRUCTION DOCUMENTS

HMH will prepare preliminary and final construction documents based on the selected conceptual layout.

4.1 Preliminary Construction Documents (60%)

HMH will prepare preliminary construction documents based on the selected conceptual alternative or combination of alternatives. Documents will be marked with a PRELIMINARY FOR REVIEW stamp.

- Preliminary Plans – HMH will prepare preliminary typical sections, preliminary roadway plans, preliminary utility plans, preliminary drainage system details, and preliminary traffic control plans.
- Preliminary Quantities and Cost Estimate – HMH will calculate preliminary quantities based on the plans and cross sections generated at 50 FT intervals. A preliminary engineer's cost estimate will be determined by applying unit prices derived from average bids of projects with similar quantities.

- Project Special Provisions – HMH will prepare preliminary Contract Documents including special provisions and contractor notes.
- Preliminary QA/QC Review – A senior level engineer will perform a quality control review of the Preliminary Deliverable Documents. Comments will be incorporated prior to submitting the Preliminary Design Package.
- Preliminary Design Submital – HMH will submit the deliverables in a PDF format hosted on a Bluebeam Studio Session. Following the closure of the review, HMH and the City will coordinate and resolve comments received.

DELIVERABLES

- Preliminary design plans, specifications, and estimate.

4.2 Intermediate Construction Documents (90%)

HMH will apply comments from the preliminary design review and prepare intermediate construction documents. Documents will be marked with a PRELIMINARY FOR REVIEW stamp.

- Intermediate Plans – HMH will prepare intermediate typical sections, intermediate roadway plans and profiles, intermediate utility plans, intermediate drainage system details, and intermediate traffic control plans.
- Pollution Prevention Plans – HMH will prepare a PPP Plan in accordance with AHJ standards.
- Intermediate Quantities and Cost Estimate – HMH will calculate intermediate quantities based on the plans and cross sections generated at 50 ft intervals. An intermediate cost estimate will be determined by applying unit prices derived from average bids of projects with similar quantities. Quantities and cost estimate will be performed and cross checked by two HMH Employees.
- Project Special Provisions – HMH will prepare intermediate contract documents following ISPWC standards including special provisions and contractor notes.
- Intermediate QA/QC Review – A senior level engineer will perform a quality control review of the Intermediate Deliverable Documents. Comments will be incorporated prior to submitting the Preliminary Design Package.
- Intermediate Design Submital – HMH will submit the deliverables in a PDF format hosted on a Bluebeam Studio Session. The review period will be set for two weeks. Following the closure of the review, HMH and the City will coordinate and resolve comments received.

4.3 Final Construction Documents (100%)

Significant Changes to the design requiring re-design efforts are not anticipated and are not included in this scope.

- HMH will perform revisions to the final design plans, special provisions, engineers estimate, and estimate construction schedule per the comments on the final review.
- HMH will Package and Submit the following stamped PS&E documents to the city.

ESTIMATED FEE

HMH estimates a fee of $49,500 to complete the Dakota Avenue Turnbays project as listed below.

Task	Estimated Fee
Project Management	$1,500
Survey & Mapping	$11,500
Conceptual Layouts	$9,500
Construction Documents	$27,000
Total	**$49,500**