

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of May 07, 2026 (“Effective Date”) between  
City of Sandpoint (“Owner”) and  
HMH Engineering (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Design and Engineering Services for the City of Sandpoint RV Park Redevelopment and City Beach Parking Lot Redesign Project (“Project”).

Engineer's services under this Agreement are generally identified as follows: professional design services for design to redevelop City of Sandpoint RV Park and City Beach Parking Lot redesign.

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Other terms used in this Agreement are defined in Article 7.

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Owner and Engineer's services under this Agreement are generally identified as follows:  
Professional design services for design to redevelop City of Sandpoint RV Park and City Beach Parking Lot redesign.

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Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit B.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations no later than January 31, 2027. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis no later than the 15<sup>th</sup> of the month following the month services have been rendered. Invoices are due and payable within 30 days of receipt of a correct invoice.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's correct invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

### ARTICLE 5 – OPINIONS OF COST

#### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

#### 5.02 *Designing to Construction Cost Limit – NOT USED*

#### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

**ARTICLE 6 – GENERAL CONSIDERATIONS**6.01 *Standards of Performance,*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and NOT USED Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer's services do not include providing legal advice or representation.
- L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- M. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services – NOT USED*

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer and Owner shall retain an ownership and property interest therein (including copyright and the right of reuse at the discretion of the Owner) whether or not the Services or Project is completed.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital

format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth herein. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Engineer, and any other consultant retained to perform services under this Agreement, will maintain insurance coverage for General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request with City of Sandpoint named as Additional insured.
  - 1. Worker's Compensation: State of Idaho Statutory Limits
  - 2. Automobile Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence
  - 3. Professional Liability: Errors and Omissions: \$1,000,000
  - 4. Comprehensive Commercial General Liability: \$1,000,000 per occurrence/ \$2,000,000 aggregate.

#### 6.06 *Suspension and Termination*

- A. *Suspension:*
  - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with

Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the State of Idaho. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer and the successors, executors, administrators, and legal representatives of are hereby bound to the Owner to this Agreement and to its successors, executors, administrators and legal representatives (and said assigns) in respect of all covenants, agreements, and obligations of this Agreement.
- B. Engineer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the Owner, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Engineer from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and not for the benefit of any other party.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any

other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Indemnification*

- A. *Indemnification by Engineer:* Engineer shall indemnify and hold the Owner, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by Engineer's neglect or wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the Owner, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the Owner specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. This is to certify that Engineer and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or Engineergerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as

delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner

furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included*:

- A. Exhibit A, Scope of Services
- B. Exhibit B, Fee Schedule
- C. Exhibit G, Insurance.

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above, as applicable) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

**8.04 Engineer's Certifications**

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: City of Sandpoint

Engineer: [ **HMH Engineering** ]

By: \_\_\_\_\_  
Print name: Jeremy Grimm  
Title: Mayor  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Shawn Metts  
Title: Principal Engineer  
Date Signed: 04/30/26

Engineer License or Firm's Certificate No. (if required):

State of: P-12378

Address for Owner's receipt of notices:  
1123 Lake Street  
Sandpoint, ID 83864

Address for Engineer's receipt of notices:

809 Foster Ave  
Coeur d alene, ID 838314

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Title: Jason Welker  
Phone Number: \_\_\_\_\_  
E-Mail Address: jwelker@sandpointidaho.gov

Shawn Metts  
Title: Principal Engineer  
Phone Number: 208-635-5825  
E-Mail Address: smetts@hmh-llc.com

This is **EXHIBIT A**, consisting of [ 7 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ May 07, 2026 ].

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below. *Please note that all services provided for as it relates to the RV Park redevelopment will follow all rules related to the Idaho Department of Parks and Recreation Grant awarded to the City. The City Beach Parking Lot redesign is not associated with that grant. All billing is to be separated out based on which project services are being billed for.*

### **– PROJECT MANAGEMENT & COORDINATION**

ENGINEER will provide comprehensive project management and coordination throughout the duration of this project. Dan Tadic, PE, will serve as Project Manager for the Engineer and the primary point of contact for the Owner. Engineer will oversee project administration, subconsultant coordination, budget tracking, scheduling, and overall communication to ensure the project remains on budget, on schedule and within scope.

Engineer will provide regular progress and budget updates, submit monthly billing statements, and lead both internal coordination meetings and external meetings with City staff as needed. Engineer will maintain availability, responsiveness, and clear communication to support a successful project outcome. All project documentation and coordination will be managed in a structured and transparent manner to support Owner oversight and informed decision-making.

#### **Deliverables:**

- Project Schedule and Budget Tracking
- Regular Progress Updates
- Meeting Agendas and Summaries

### **– CONCEPT ALTERNATIVES DEVELOPMENT, RV CAMPGROUND & CITY BEACH PARKING LOT**

Following receipt of a written Notice to Proceed (NTP), the ENGINEER team will hold a kickoff meeting with Owner to ensure alignment on goals, assumptions, and desired project outcomes. Relevant Owner planning documents will be reviewed and discussed to identify relevant design features and guiding elements for both the RV Park and City Beach Parking Lot.

A Owner-led workshop (see Task 4) will be held with the Project Advisory Group early in the design process in the form of a design charrette. This collaborative workshop will serve as a forum to present known challenges, test ideas, and encourage innovative solutions to be developed into initial concept alternatives.

Based on input received, the ENGINEER team will prepare 2–3 alternative concept sketches for the project. Each concept will address circulation, access, and layout in relation to public, Owner's staff, and Advisory Group priorities. These concepts will be presented, critiqued, and refined in City-led workshop settings with the public, Project Advisory Group, and City Council. City Council will provide a review and select a preferred concept to carry forward into design.

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The ENGINEER team will research prefabricated restroom/shower building solutions and provide options for the Owner to select a size and configuration for use in site planning.

**Deliverables:**

- 2–3 Concept Alternative Plans.
- Restroom/Shower building prefabricated building options for Owner selection.

**– RESEARCH, DATA COLLECTION, SURVEY**

Concurrently with Task 2, the ENGINEER team will conduct preliminary research to identify public and private utilities and existing monumentation within the project limits prior to mobilizing for the topographic field survey. The team will complete a Utility Locate to allow purveyors to physically locate utilities that exist within the project limits. Related correspondence will be tracked on an excel spreadsheet.

The field survey will establish property boundaries, locate existing survey monumentation per Idaho Code 55-1613, and collect data on above- and below-ground utilities, asphalt and concrete surfaces, buildings and other structures, stormwater systems, trees, encroachments, and provide control points for construction.

It is assumed that the Owner will provide GIS data containing property limits, ownership information, and storm drain, water, and sewer infrastructure. The ENGINEER team will coordinate with Owner's staff regarding the locations of irrigation points of connection, controllers and mainline for incorporation into the basemap. This data, combined with survey results, will establish the project's existing conditions basemap.

**Deliverables:**

- Existing Conditions Map

**– COMMUNITY ENGAGEMENT**

The ENGINEER team, will support Owner with a robust and inclusive public engagement program. The purpose of this process is to ensure clear, consistent, and transparent communication with stakeholders, encourage broad participation, and provide multiple, structured opportunities for feedback throughout all phases of the project. ENGINEER will provide one or two team members at each public meeting to support the Owner with community engagement activities.

To enhance the Owner's digital presence, the ENGINEER team will provide digital files of work product generated as part of the concept development phase.

**Public Meetings:**

- Three (3) Project Advisory Group Meetings
- Three (3) Public Open House Meetings
- Two (2) City Council Meetings

**Deliverables:**

- Support for Owner led and hosted community engagement meetings.

**– GEOTECHNICAL investigation**

ENGINEER will complete a geotechnical investigation in support of project design. To optimize the project budget, the Owner will provide a backhoe and operator to conduct test pits, which will support the

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geotechnical design. Test pit locations will be carefully located to minimize disruption of existing asphalt, lawn, and other surface areas. In addition, a portable core drill will be used to advance a 6-inch diameter core barrel through the pavement. Hand tools will be used to extract the base course and the upper portion of the subgrade. A Utility Locate will be submitted to ensure safe operations.

Representative soil samples will be collected and tested in accordance with ASTM and Idaho standards to evaluate properties including moisture content (ASTM D-2216), particle-size distribution (ASTM D-6913), and Atterberg Limits (ASTM D-4318). Testing results, combined with traffic data, will inform recommendations for pavement sections and site development considerations.

**Deliverables:**

- Geotechnical Report

**– floodplain evaluation / PERMITTING**

The project area lies within the FEMA-designated Zone AE floodplain associated with Lake Pend Oreille, with a base flood elevation (BFE) of approximately 2074 feet. No regulatory floodway has been mapped in this area. Any proposed grading, paving, utility adjustments or floodproofing, or structural improvements within the floodplain will require coordination with the city to obtain a Floodplain Development Permit (FDP). The ENGINEER team will review the current FEMA Flood Insurance Rate Maps (FIRMs) and site topography to verify floodplain limits and prepare supporting documentation, as needed, to demonstrate compliance with local floodplain management regulations. Direct coordination with FEMA or a formal no-rise certification will not be required, however, the project team will provide technical documentation confirming that the proposed work will not adversely affect flood elevations or storage. A Letter of Map Revision-Fill (LOMR-F) is not included in this scope but can be added as a supplemental prior to a building permit, if fill activities raise future building sites above the BFE.

**Deliverables:**

- Floodplain Evaluation
- Floodplain Development Permit

**– preferred concept & PRELIMINARY DESIGN (35%), RV CAMPGROUND**

Following completion of Tasks 2 and 3, the ENGINEER team will advance the preferred concept for the RV campground to preliminary design, while deferring the City Beach parking lot and boat launch until a later date. The focus will be on long-term functionality, optimizing traffic circulation, safety, and turning movements, with particular attention to accommodating large vehicles and vulnerable users. Turning movement analyses will guide design of RV stalls, parking lot configurations, vehicle turnaround areas, and traffic control measures.

Conceptual planning and preliminary design for a new restroom and shower facility. The ENGINEER team will coordinate with the City to identify functional requirements, user capacity needs, accessibility considerations, and desired levels of services. The scope will include development of conceptual site layouts, floor plans, building configurations, and building character sufficient to support planning-level cost estimates. An evaluation of delivery options – Romtec, CXT, or stick built, will be provided.

The team will prepare 35% design plan sets for both the RV park lot, to be reviewed by City staff and the Project Advisory Group. Plans will include site layouts showing access drives, parking, RV spaces, restroom facilities, and other site features, along with preliminary utility, stormwater, power, and lighting plans.

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Typical access drive and parking pad sections will be developed based on the findings of Task 5. Plans will be prepared in 22x34 format, typically at 1"=20' scale.

A preliminary (35%) Engineer's Estimate will accompany the submittal to help define project scope and align with budget expectations for the next phase (95% design). Task 6 will conclude with a City staff page-turn review, offering staff the opportunity to review the concept design and provide input on the design direction.

**Deliverables:**

- Site plans
- Utility and stormwater plans
- Materials and planting plans
- Power and lighting plans
- RV parking pad concepts and configurations
- Typical access drive and RV parking pad section(s)
- Preferred concept layout of hardscape and landscape around the future restroom/shower building
- 35% Engineer's Estimate

**– FINAL DESIGN, RV CAMPGROUND**

After receiving feedback on the preliminary (35%) design, the ENGINEER team will refine the design and develop the final design documents. The final design will be guided by the preliminary cost estimate and budget, with the understanding that restroom and shower facility design will be deferred based on available funding constraints. Utility connections for the future building will be provided.

Plans will include fully detailed grading, civil, landscape, electrical, and stormwater designs for the RV Campground. Special Provisions will be prepared in outline form, supplementing the Idaho Standards for Public Works Construction (ISPWC) with project-specific requirements as needed. While the contractor will be responsible for developing final traffic control plans, the Special Provisions will establish requirements for access, staging, and any modifications to ISPWC standards. The Engineer's Estimate will be based on current bid tabs to ensure accuracy and competitiveness. Additive alternates may be included based on available budget and priorities discussed during the preliminary design review. Task 7 will conclude with an Owner page-turn review, offering staff the opportunity to review the final design followed by a City Council meeting requesting to advertise the project for bids. Owner's staff comments are anticipated to be minimal at this stage and will be incorporated into the final bid package.

**Deliverables:**

- RV Campground Final PS&E
- Stormwater Report

**– BID PHASE SUPPORT, RV CAMPGROUND**

The ENGINEER team will assist the Owner throughout the bidding process for the RV campground improvements. Our role will include responding to bidder inquiries regarding the design plans and special provisions, ensuring questions are addressed accurately and in accordance with procurement regulations. As needed, we will prepare formal Addenda to modify contract documents and develop written Questions and Answers that provide clarification without altering the contract requirements.

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ENGINEER will also participate in the Owner-led Pre-Bid Meeting to review project requirements with prospective contractors, answer questions, and ensure bidders have a clear understanding of project expectations.

Conformed contract documents will be prepared which incorporate any revisions to the contract documents that may have occurred during the bid phase, prior to contract award.

**Deliverables:**

- Addenda to contract documents (as required)
- Formal Questions and Answers (as required)
- Conformed contract documents (as required)

**– preferred concept & PRELIMINARY DESIGN (35% DESIGN), city beach parking lot**

Following completion of Task 8, the ENGINEER team will participate in a Owner-led public open house event to reintroduce the City Beach Parking Lot project to the community. This event will be scheduled following the extended delay since the initial concept design was presented, ensuring the public is reintroduced to the project. The open house will include information including updated timelines, address community questions, and gather input on any revisions associated with the RV campground. This ensures transparency and continued public engagement as the project moves forward.

Preliminary design will focus on long-term functionality, optimizing traffic circulation between various user groups, safety, and turning movements, with particular attention to accommodating boat trailers and vulnerable users. Turning movement analyses will guide design of parking lot and boat launch configurations, vehicle turnaround areas, and traffic control measures.

The team will prepare 35% design plan sets for the City Beach Parking Lot, to be reviewed by Owner's staff. Plans will include parking, traffic circulation, pedestrian and bike accommodation, planting plans and other site features, along with preliminary stormwater, power, and lighting plans. Typical access drive and parking lot sections will be developed based on the findings of Task 5. Plans will be prepared in 22x34 format, typically at 1"=20' scale.

A preliminary (35%) Engineer's Estimate will accompany the submittal to help define project scope and align with budget expectations for the next phase (95% design). Task 10 will conclude with a Owner page-turn review, offering staff the opportunity to review the concept design and provide input on the design direction. A public open house will be held at the culmination of Task 10 to allow public feedback on the preliminary design and allow for adjustments or modifications to be incorporated into the final design.

**Deliverables:**

- Site plans
- Stormwater plans
- Signage and striping plans
- Materials and planting plans
- Power and lighting plans
- Typical access drive and parking lot section(s)
- 35% Engineer's Estimate

**ASSUMPTIONS**

- All deliverables will be provided in electronic (pdf) format.

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- Specifications will be based on the Idaho Standards for Public Works Construction (ISPWC) 2025 Edition.
- Owner will provide all relevant record drawings, geotechnical information, irrigation system layout, and traffic counts as applicable.
- No architectural, structural or environmental engineering services are included in this proposal.
- No off-site improvements are anticipated.
- All Owner review comments will be provided no later than at the page turn review meeting associated with each design deliverable milestone.
- Owner will provide a backhoe and operator to complete test pits at no cost to ENGINEER.
- The project is located within a FEMA Zone AE floodplain with no mapped regulatory floodway, and analysis will be based on available Flood Insurance Rate Maps (FIRMs) and available topographic information.
- Preparation of a formal no-rise certification, hydraulic modeling, or detailed floodplain modeling will not be required and is not included in this scope.
- Direct coordination with Federal Emergency Management Agency (FEMA), including Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) processes, is not included.
- The LOMR-F (Letter of Map Revision-Fill) is not included and can be deferred to the time of a Building Permit application.
- The Owner will be responsible for permit application fees and will serve as the applicant of record unless otherwise agreed.
- No revised drawings will be issued with Addenda during the bid period. Conformed plans, incorporating any addenda issued during the bid period, will be issued prior to Contract Award.
- Printing and mailing of bid documents is not included.
- Construction phase services are not included.

**PROJECT SCHEDULE**

ENGINEER proposes the following project schedule based on our discussions with Owner. The milestones outlined in this scope are realistic and attainable, provided all parties collaborate closely throughout the design process. Timely feedback, decision making and coordination on the Owner’s part will be critical to staying on schedule and achieving each target date.

<u>Estimated Schedule</u>	<u>Date</u>
Estimated Notice to Proceed	May 11, 2026
Owner/Engineer Kickoff Meeting	May 13, 2026
Initiate Site Topographic/Boundary Survey	
Initiate Geotechnical Investigation	
Project Advisory Group Kickoff Meeting (Owner led)	May 20, 2026
Complete Topographic Survey Basemap	June 5, 2026
Draft Conceptual Design Submittal	June 18, 2026
Project Advisory Group and Public Open House Meetings (City led)	June 24, 2026
Geotechnical Report Submittal	June 26, 2026
City Council Concept Design Review/Direction	July 1, 2026
RV Park 35% PS&E Submittal	August 6, 2026
RV Park City Staff Page Turn Review	August 12, 2026
RV Park 95% PS&E Submittal	October 1, 2026
RV Park Owner Page Turn Review	October 7, 2026
RV Park City Council Request to Bid	

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RV Park 100% PS&E Submittal	October 15, 2026
RV Park Issued for Bids	October 20, 2026
RV Park Bid Opening	November 19, 2026
RV Park Construction Contract Award	December 2, 2026
RV Park Construction Substantial Completion	June 30, 2027
City Beach Parking Lot Public Open House Meetings (Owner led)	October 28, 2026
City Beach Parking Lot 35% PS&E Submittal	December 10, 2026

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This is **EXHIBIT B**, consisting of [ 1 ] page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ] .

### **Engineer's Compensation**

Fee Schedule referred to in and part of the Agreement between Owner and Engineer for Professional Services.

Consultant will complete the Scope of Services described herein and provide the listed deliverables for a not to exceed amount of **\$273,000.00** including all labor, overhead, profit, and reimbursable direct costs (expenses),

#### PROFESSIONAL FEES

ENGINEER proposes a time and materials not-to-exceed limit of \$273,000 for the above-described tasks. The budget for Tasks 1-5 will be distributed across the two projects with 50% of the budget to both the RV Campground and Parking Lot. Tasks 6-9 will be distributed to the RV Campground. Task 10 will be distributed to the Parking Lot. Total budget for each project will be \$167,500 for the RV Campground and \$105,500 for the Parking Lot.

<u>TASK</u>	<u>BUDGET ALLOCATION</u>	
	<u>RV</u>	<u>PARKING</u>
<u>Task 1 – Project Management &amp; Coordination</u>	<u>\$16,000</u>	<u>\$16,000</u>
<u>Task 2 – Concept Alternatives Development, RV Campground and City Beach Parking Lot</u>	<u>\$9,750</u>	<u>\$9,750</u>
<u>Task 3 – Research, Data Collection, Survey</u>	<u>\$15,000</u>	<u>\$15,000</u>
<u>Task 4 – Community Engagement</u>	<u>\$3,250</u>	<u>\$3,250</u>
<u>Task 5 – Geotechnical Investigation</u>	<u>\$5,000</u>	<u>\$5,000</u>
<u>Task 6 – Floodplain Evaluation / Permitting</u>	<u>\$3,500</u>	-
<u>Task 7 – Preferred Concept &amp; Preliminary Design (35%), RV Campground</u>	<u>\$55,000</u>	-
<u>Task 8 – Final Design, RV Campground</u>	<u>\$52,000</u>	-
<u>Task 9 – Bid Phase Support, RV Campground</u>	<u>\$8,000</u>	-
<u>Task 10 – Preferred Concept &amp; Preliminary Design (35%), City Beach Parking Lot</u>	-	<u>\$56,500</u>
<b>TOTAL PROFESSIONAL FEES</b>	<b>\$167,500</b>	<b>\$105,500</b>

Modified from Exhibit G – Insurance.

This is **EXHIBIT G**, consisting of [ 2 ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated |.

## **Insurance**

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 *Insurance*

- A. **Insurance Requirements.** Engineer will maintain, at its own expense, insurance at all times during the performance of the Services with insurers. All policies will be maintained while Engineer is working on the Project. Engineer will maintain at its own expense, the following insurance:
- i. Workers' Compensation Insurance (to the extent required by applicable state law) in the statutory amount, including all states coverage, voluntary compensation endorsement and USL&H and Employer's Liability Insurance (collectively, Workers' Compensation Related Policies) with a minimum limit of \$500,000 per accident, \$500,000 for each employee for bodily injury by disease. Except when not available by state law, Engineer's Workers' Compensation Related Policies will waive subrogation against Owner.
  - ii. Commercial Automobile Liability Insurance ("Auto") including coverage for on-site and off-site operations, and owned, non-owned or hired vehicles, with limits of not less than \$1,000,000 combined single limits per accident. This policy will include Owner as additional insured on a primary basis. This policy will waive Engineer's rights of subrogation against Owner. The policy will contain a Severability of Interest clause.
  - iii. Commercial General Liability Insurance ("CGL") on an occurrence basis with limits of not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate will apply on a "per project" basis. The policy will be applicable to all premises and operations and will include coverage for bodily injury, broad form property damage (including completed operations), personal and advertising injury (including coverage for contractual and employee acts), XCU, independent contractors, blanket contractual liability, products and completed operations by Engineer or any of its employees, agents or subconsultants. This policy will include Owner as additional insured on a primary and non-contributory basis. The policy will contain a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.
  - iv. Umbrella/Excess Liability Insurance ("Excess") – In the event Engineer performs any field or site work, an umbrella/excess liability policy with limits of not less than \$1,000,000 per occurrence, \$1,000,000 General Aggregate and \$1,000,000 Products/Completed Operations Aggregate will apply. The General Aggregate will apply on a "per project" basis. This policy will be in excess of and follow the form of the CGL, Auto and Workers' Compensation Related Policies. This policy will include Owner as additional insured, and this coverage will apply on a primary and non-contributory basis and include a Severability of Interest clause. This policy will waive Engineer's rights of subrogation against Owner.

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- v. Professional Liability Insurance (“PLI”) covering professional negligence in the performance of its Services, with the PLI policy providing limits of not less than \$1,000,000 per claim and in the aggregate. The PLI policy will be on a claims-made basis and continuously maintained in full force and effect for the term of this Agreement (or an Extended Reporting Period purchased). The retroactive date of the policy will be prior to the date the Services commence.
- vi. Property Insurance covering loss or damage to all tools and equipment owned, leased or used by Engineer in the performance of its Services.

**Signature:** *Shawn Metts*

**Email:** smetts@hmh-llc.com

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# E-500 2013

Final Audit Report

2026-04-30

Created:	2026-04-29
By:	Cheryl Hughes (chughes@sandpointidaho.gov)
Status:	Signed
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