



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 06.17.2026

Agenda Item: Authorize a contract with Coeur d'Alene Sprinkler and Backflow, LLC for sprinkler system installation at the City facility located at 11341 N. Ramsey Road (Public Works Facility)

Agenda Item Location

Consent

Recommended Action or Motion

Motion: Move to authorize a contract with Coeur d'Alene Sprinkler and Backflow, LLC for sprinkler system installation at the City facility located at 11341 N. Ramsey Road.

Functional Impact of Authorizing

Authorizing this contract will result in the installation of an irrigation line to the parking strip along the frontage of Ramsey road and installation of piping, 34 spray heads, and a 4 station timer along the frontage of the Public Works Facility, enabling maintenance of the grass area adjacent to the road on the Ramsey Road frontage.

Functional Impact of Not Authorizing

If this is not authorized, the landscaped area in front of the City's Public Works Facility will not be watered sufficiently.

Fiscal Impact

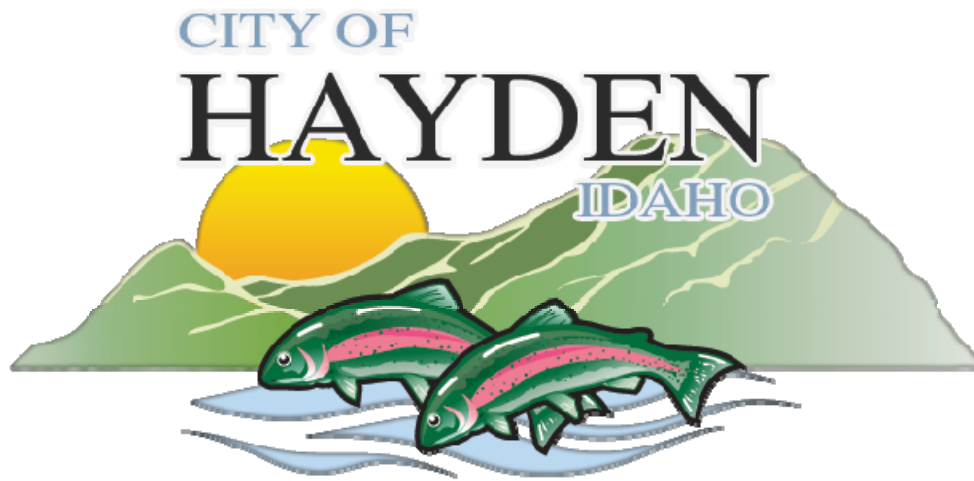
This action will be at a cost not to exceed \$3,660.

Budget Funding Source

GL 110-541-54300 Buildings & Grounds

Attachments

Coeur d'Alene Sprinkler and Backflow, LLC Contract



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and Coeur d'Alene Sprinkler and Backflow, LLC, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform labor, equipment, and materials necessary to complete installation of an irrigation line to the parking strip along the frontage of the Hayden Public Works Facility, located at 11341 N. Ramsey Road, and add necessary piping, thirty-four (34) spray heads, and a four (4) station timer. CONTRACTOR agrees to provide a 5 year warranty covering all manufacturing defects on parts.

CONTRACTOR agrees to provide all materials, services, and any necessary permits for the project(s) at the locations. The CONTRACTOR agrees to provide a Performance Bond for this work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by August 1, 2026.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR an amount not to exceed \$3,660 without prior authorization from the City Council.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent CONTRACTOR of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property to the extent such is caused by the negligent acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and CONTRACTOR employs ten (10) or more persons, CONTRACTOR 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 its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

12. **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.

13. Certification that Company is Not Currently Owned or Operated by the Government of China. Pursuant to Idaho Code section 67-2359, CONTRACTOR certifies that the company is not currently owned or operated by the government of China 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 be the meaning defined therein.

DATED this _____ day of _____, 2026.

ENTITY:

CONTRACTOR:

CITY OF HAYDEN

By: _____

By: _____

Its: _____

Alan Davis, Mayor

ATTEST:

WITNESS:

Abbi Sanchez, City Clerk