



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 9-2-2026

Agenda Item: Request for Authorization of Independent Contractor Agreement with Interstate Electrical Company

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends the approval and authorization of the mayor to sign the Independent Contractor Agreement in the amount of, not to exceed without prior approval, \$21,816.31.

Functional Impact of Authorizing

The new public works facility on Ramsey has an existing diesel generator that needs replacement. We have an existing generator at the old street shop off of Honeysuckle that is no longer needed and can be relocated to the new facility. This agreement is to have Interstate Electrical disconnect the existing generator so we can relocate it to the new facility and then Interstate will connect it to the new site.

Functional Impact of Not Authorizing

If this is not approved, then the city will not relocate an existing generator to the public works facility.

Fiscal Impact

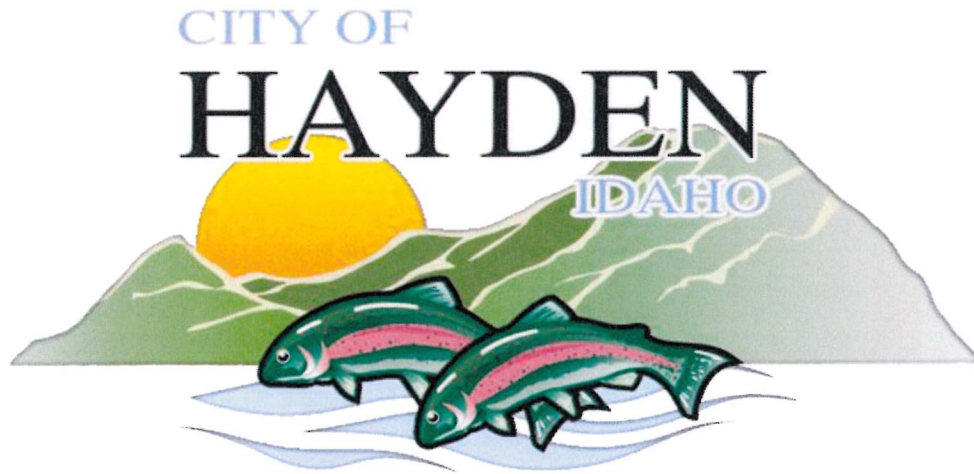
This project is included in the FY2026 budget. The agreement amount is lower than the budgeted amount; therefore, this agreement does not impact the FY2026 budget.

Budget Funding Source

GL – 130-899-57756 – New PW Facility

Attachments

Interstate Electrical proposal for the scope of work



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and INTERSTATE ELECTRICAL COMPANY, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to perform electrical work that includes, but not limited to, disconnecting an existing diesel generator and hooking up that generator at a separate location as detailed in Attachment 1. CONTRACTOR agrees to provide all materials and services for the project(s) in accordance with the attached written specifications and quotes. ENTITY will relocate the generator once it has been disconnected at the current location and then set it at the new location as detailed in Attachment 1.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by October 31, 2026.
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$21,816.31 without prior approval by 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 September, 2026.

ENTITY:

CITY OF HAYDEN

By: _____

Its: _____

Mayor

ATTEST:

Clerk

CONTRACTOR:

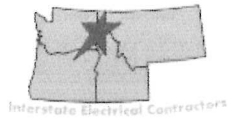
INTERSTATE ELECTRICAL COMPANY

By: Scott Jordan

Its: President

WITNESS:

Form and content approved by Fonda Jovick, the City Attorney for the City of Hayden.



Interstate Electrical Contractors

324 East Wilbur Avenue | Dalton Gardens, Idaho 83815

2086641970 | interstateelectric225@gmail.com |

<https://interstateelectricalcontractors.jobbersites.com/>

City of Hayden Bid, 8930 Nth Government Way, Hayden, ID

June 10th, 2026

- 1) Disconnect existing generator at old shop location on Honeysuckle
- 2) Reconnect lines to meter at said location to feed shop
- 3) Remove old gear at said location
- 4) Hook up new lines for new location at Ramsey site once the city of Hayden moves generator from Honeysuckle site
- 5) All wiring to be in copper
- 6) Replace panel in shop to update (existing panel is in deteriorated condition)
- 7) Label panel per circuits
- 8) Reconnect lines to office building
- 9) City of Hayden will handle having technician check out and connect control lines pulled by IEC to ATS switch and generator
- 10) IEC will mount ATS to rack built by IEC next to generator on rigid 2" pipe
- 11) IEC will add sub panel needed to feed lines going to office building and shop
- 12) All work to be in accordance with the NEC
- 13) IEC to clean up debris made by IEC
- 14) IEC will pay for electrical permits
- 15) Gear will be grounded to code
- 16) Run new lines to shop panel

Total (parts/labor/permit): \$21,816.31