



# Memo

**To:** Mayor and Hayden City Council

**From:** Dulci Kau, City Engineer  
Alan Soderling, Public Works Director

**Date:** 04.14.2026

**Agenda Item:** **Approve the Cooperative Agreement with the Hayden Lake Irrigation District infrastructure associated with the Ramsey Road & Honeysuckle Avenue Roundabout Project.**

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## **Agenda Item Location**

Consent

## **Background and Recommended Action or Motion**

Hayden Lake Irrigation District (HLID) has water main infrastructure that is impacted by the City's roundabout project at Honeysuckle Avenue and Ramsey Road. To facilitate a construction project that has the least amount of impact on the public, and economies of scale for both HLID and the City, this agreement allows HLID to pay for the water infrastructure and the City pay for the transportation infrastructure under the same bidding, and construction contract. HLID's Board approved this agreement on their April 7, 2026 meeting.

Staff recommends Council approve the Cooperative Agreement with the Hayden Lake Irrigation District (HLID) for the inclusion of water infrastructure improvements in the Ramsey Road & Honeysuckle Avenue Roundabout Project.

## **Functional Impact of Authorizing**

This agreement allows completing necessary improvements to the water infrastructure concurrent with the construction of the Ramsey/Honeysuckle Roundabout. This approach is the most efficient means for both HLID and the City to complete this work and consolidates the disruption to the public into one construction project instead of multiple.

## **Functional Impact of Not Authorizing.**

If the Cooperative Agreement is not approved, the necessary improvements to the HLID water infrastructure will not be conducted in conjunction with the Ramsey/Honeysuckle Roundabout Project and the economies of scale and efficiencies associated will not be realized by either the City or HLID. The timing of the HLID project may be delayed and/or interfere with the timing of the City's roundabout project, both of which could generate adverse impacts on the City.

**Fiscal Impact**

The cost of the HLID infrastructure improvements is funded by HLID. The City has budgeted for the roundabout project, and final costs will be provided to Council after the bids are received.

**Attachments**

Cooperative Agreement between the City and Hayden Lake Irrigation District for Honeysuckle and Ramsey Road Water Main Improvements

## COOPERATIVE AGREEMENT

This Agreement made and entered into this \_day of \_\_\_\_\_,20\_\_\_\_, is by and between the City of Hayden, a municipal corporation of the State of Idaho, (hereinafter "Hayden"), whose address is 8930 N. Government Way, Hayden, Idaho 83835, and Hayden Lake Irrigation District, a water purveyor (hereinafter the "HLID"), whose address is 2160, Hayden, Idaho 83835.

### 1. Background

Hayden and the HLID provide essential utility service to shared customers who are both citizens of the City and members of HLID.

### 2. Purpose

Both entities have a need to install infrastructure at the intersection of Honeysuckle Avenue and Ramsey Road.

### 3. Objective

Both entities recognize it is in their best mutual interest to complete their respective utilities projects with the highest efficiency and greatest value to their respective customers.

Therefore, Hayden and HLID desire to enter into a cooperative agreement to work together to complete this utility improvement project, titled "HONEYSUCKLE AVENUE & RAMSEY ROAD ROUNDABOUT IMPROVEMENT" prepared by David Evans and Associates sealed on 02/08/2024, including "HONEYSUCKLE AVENUE AND RAMSEY ROAD WATER MAIN IMPROVEMENTS" plan sheets prepared by J-U-B Engineer's signed 11/6/2019 to address the terms of the funding, work, and management of the Project.

### Implementing Actions

#### 1. Duties of Hayden:

- a. Hayden shall coordinate with HLID to review and reasonably alter the bid contract documents to their mutual satisfaction.
- b. Hayden shall competitively bid the utility improvement contract for the Project in accordance with Idaho Code Section 67-2805.
- c. Hayden shall provide the bids to HLID and will not award HLID's portion of

the bids until HLID concurs, in writing, to the recommendation of award.

- d. Hayden shall award the mutually approved Project contract, execute the agreement with the contractor, administer the contract, and manage the Project.

Hayden, as the contract owner, shall diligently prosecute the contract and represent the Project interests in any and all Project work performed by the contractor regarding contract specifications, quality of construction and potential Bid additions or deletions completed by the contractor. Hayden shall not represent HLID, beyond ensuring that the terms and conditions of the contract between Hayden and the successful bidder are fully performed. Any additions, modification or alterations to the contract between Hayden and the successful bidder that affect HLID will be conveyed to HLID in a timely fashion so as to allow HLID to have meaningful input prior to said changes going into effect.

- e. Hayden shall prepare invoices with costs in accordance with the contractor's request for payment as allowed in the contract; which HLID shall pay at its next business meeting.
- f. Hayden shall prevent and assure no liens are filed against HLID or its infrastructure due to non-payment for contract work, by requiring the posting of payment and performance bonds naming Hayden and HLID in accordance with applicable Idaho law.

## 2. Duties of HLID:

- a. Once bids have been opened, but prior to the award of a bid, HLID will review the bids to determine if the bid portion applicable to HLID are within reasonable financial expectations.
- b. HLID shall pay contract costs associated with the applicable water infrastructure Costs as awarded.
- c. HLID shall pay the Hayden their proportionate share of the Project for bidding assistance, construction administration, field staking, and construction inspection of water infrastructure.
- d. HLID shall diligently address issues and concerns regarding contract specification and construction with Hayden to facilitate assurance of a quality Project.
- e. HLID shall pay Hayden for HLID's portion any agreed upon final Project contract costs within 30 days of invoice after final completion.

## 3. Each party agrees to the following shared Project costs, where a share is equal to the

representative percentage of total Project cost and that percentage is applied to the Final Bid Reconciliation. The parties' costs shall not exceed the amounts below. The Engineer's Opinion of Cost, **Attachment A**, relates the construction pay items to each entity. The Bid Item's with a percent split are determined by the proportionate costs for each entity's sole components (shown in yellow). **Attachment B** will be added to this agreement after the successful bidder is identified, and the proportionate share will be analyzed by the Engineer in the same manner, utilizing the contractor's pricing.

- a. Mobilization/Demobilization/Bonding and Surety, Traffic Control and Road Surface Restoration as a proportional share between the parties as shown in "**Attachment A**" attached hereto and incorporated herein by reference.
  - b. Costs as separated by Schedule as shown in **Attachment A**.
  - c. In no event shall total construction cost borne by Hayden exceed \$2,500,000 subject to modification to reflect the actual amount of the bid awarded and any change orders. Further, in no event shall total construction cost borne by HLID exceed \$130,000 subject to modification to reflect the actual amount of the bid awarded and any change orders. As noted, it is the intent of the parties to amend this not-to-exceed amount upon award of the bid to the successful contractor; and
  - d. The not-to-exceed amounts both above, and as subsequently amended, are for construction only, and do not include previous costs for Engineering, Planning, and Design tasks previously performed by Welch Comer and Associates or J-U-B Engineers.
  - e. HLID shall reimburse Hayden up to 5% of bidding services, and HLID's proportionate share of Construction Management Services that is provided by Welch Comer and Associates as defined in **Attachment A**.
4. Hayden will pay the contractor, and HLID shall reimburse Hayden in a timely manner. In the event of non-payment from HLID, Hayden will be entitled to suspend HLID's work. HLID is responsible for any costs incurred for suspending work.
  5. Each party shall be responsible for its own employees and equipment and shall indemnify and hold the other harmless for the action of its employees, in accordance with the Idaho Tort Claims Act.
  6. Upon completion of the work and acceptance by each party of the work respecting its own infrastructure, each party shall be responsible for the future maintenance of its respective infrastructure.
  7. The Parties shall each be responsible for payment of their own Attorney's fees with

respect to this transaction. In the event that either of the parties hereto shall seek the services of an attorney, or institute any action or proceeding against the other party, relating to the enforcement of this Agreement, the prevailing party in such dispute, action or proceeding shall be entitled to reimbursement for their costs and expenses, including reasonable attorney fees, incurred in connection therewith.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.
9. Venue for any dispute or proceeding to enforce this Agreement shall be brought in the County of Kootenai, State of Idaho.
10. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated, and signed by all parties.
11. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.
12. The parties hereby agree to execute, and record where appropriate, any and all documents necessary to effectuate this transaction.
13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. The Agreement is hereby declared to be severable. Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the agreement before the declaration of partial invalidity.
15. This Agreement, including **Attachment A** and **Attachment B**, subsequent modifications to the Scope of Work and Budget, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral, for this Project. Should there be conflict among the various components, the terms of this Agreement and **Attachment B** shall prevail. Additional attachments may set forth additional tasks to be completed and shall, if executed by the parties to this Agreement, incorporate all terms of this Agreement.
16. The attachments currently include:
  - a. **Attachment A**, Engineer's Opinion of Cost
  - b. **Attachment B**, Schedule of Actual Bids as Awarded;
  - c. Additional attachments may be added with the mutual written consent of the parties.

This Agreement shall be in effect upon its execution by both parties and shall remain in effect until the Project is completed. This Agreement terminates if either party declines participation in the Project prior to Bid Award.

City of Hayden

Hayden Lake Irrigation District

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Alan Davis, Mayor

Doris Flemming, Chairman

ATTEST:

ATTEST:

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Attachment A

Attachment A - Engineer's Opinion of Cost Honeysuckle/Ramsey RAB

| SCHEDULE A - ROADWAY IMPROVEMENTS  |   |              |          |        |                    | Cost Share %        |                   |                   |
|--|---|--------------|----------|--------|--------------------|---------------------|-------------------|-------------------|
| Item No.   | Item  | Unit Cost    | Pay Unit | Qty    | Total Cost         | City                | HARSB             | HLID              |
| 201.4.1.A.1  | Clearing and Grubbing   | \$8,000.00   | AC       | 1.93   | \$15,440           | 75%                 | 21%               | 3%                |
| 201.4.1.C.1  | Removal of Obstructions                                       | \$10,000.00  | LS       | 1      | \$10,000           | 100%                |                   |                   |
| 201.4.1.D.1.1  | Removal of Bituminous Surface                                 | \$7.00       | SY       | 6,334  | \$44,338           | 75%                 | 21%               | 3%                |
| 201.4.1.D.1.2  | Removal of Sidewalk   | \$18.00      | SY       | 188    | \$3,384            | 100%                |                   |                   |
| 201.4.1.E.1.1  | Removal of Fence - 4' Chain Link                              | \$10.00      | LF       | 119    | \$1,190            | 100%                |                   |                   |
| 201.4.1.E.1.3  | Removal of Fence - Vinyl                                      | \$10.00      | LF       | 165    | \$1,650            | 100%                |                   |                   |
| 201.4.1.F.1.1  | Removal of Sign   | \$500.00     | EA       | 8      | \$4,000            | 100%                |                   |                   |
| 201.4.1.F.1.2  | Removal of Tree   | \$1,400.00   | EA       | 19     | \$26,600           | 100%                |                   |                   |
| 202.4.1.A.1  | Excavation  | \$40.00      | CY       | 1809   | \$72,360           | 100%                |                   |                   |
| 202.4.8.A.1  | Dust Abatement Water  | \$35.00      | MG       | 396    | \$13,860           | 100%                |                   |                   |
| 206.4.1.A.1  | Seedbed Preparation   | \$3,000.00   | AC       | 0.97   | \$2,910            | 100%                |                   |                   |
| 206.4.1.B.1  | Seeding   | \$1,500.00   | AC       | 0.97   | \$1,455            | 100%                |                   |                   |
| 206.4.1.C.1  | Mulching  | \$2,500.00   | AC       | 0.97   | \$2,425            | 100%                |                   |                   |
| 206.4.1.G.1  | Fertilizing   | \$1,000.00   | AC       | 0.97   | \$970              | 100%                |                   |                   |
| 4.4.4.1.A.1  | Water Service 1" - Size, Irrigation Service at Sta: 35+95 +/- | \$3,000.00   | EA       | 1.00   | \$3,000            | 100%                |                   |                   |
| 406.4.1.A.1  | 1" Reduced Pressure Backflow Preventer at Sta: 35+95 +/-      | \$950.00     | EA       | 1.00   | \$950              | 100%                |                   |                   |
| SSP 20610  | Topsoil   | \$35.00      | CY       | 515.00 | \$18,025           | 100%                |                   |                   |
| 601.4.1.A.1  | 12" Storm Drain Pipe, PVC                                     | \$80.00      | LF       | 196    | \$15,680           | 100%                |                   |                   |
| 602.4.1.F.1  | Catch Basin - Type 1  | \$3,500.00   | EA       | 3      | \$10,500           | 100%                |                   |                   |
| SSP 60210  | Drywell, 1000-gallon  | \$5,000.00   | EA       | 12     | \$60,000           | 100%                |                   |                   |
| 705.4.1.A.1  | Portland Cement Concrete Pavement - Class 4000, 8-inch Thick  | \$500.00     | SY       | 290    | \$145,000          | 100%                |                   |                   |
| 706.4.1.A.1  | Standard 3-inch Rolled Curb & Gutter                          | \$50.00      | LF       | 768    | \$38,400           | 100%                |                   |                   |
| 706.4.1.A.3  | 6-inch Vertical Curb (No Gutter)                              | \$45.00      | LF       | 539    | \$24,255           | 100%                |                   |                   |
| 706.4.1.A.5  | Standard 6-inch Vertical Curb & Gutter                        | \$50.00      | LF       | 2,509  | \$125,450          | 100%                |                   |                   |
| 706.4.1.E.1  | Concrete Sidewalk, thickness 4-inch                           | \$90.00      | SY       | 1807   | \$162,630          | 100%                |                   |                   |
| 706.4.1.F.1  | Concrete Driveway Approach                                    | \$105.00     | SY       | 254    | \$26,670           | 100%                |                   |                   |
| 706.4.1.H.1  | Pedestrian Ramp w/Detectable Warning Domes                    | \$3,000.00   | EA       | 27     | \$81,000           | 100%                |                   |                   |
| SSP 70610  | Sidewalk Underdrain   | \$3,000.00   | EA       | 1      | \$3,000            | 100%                |                   |                   |
| SSP 70620  | Drainage Curb Cut   | \$500.00     | EA       | 16     | \$8,000            | 100%                |                   |                   |
| 802.4.1.B.1.1  | Crushed Aggregate for Base Type 1                             | \$35.00      | TON      | 3670   | \$128,450          | 75%                 | 21%               | 3%                |
| 802.4.1.B.1.2  | Crushed Aggregate for Base Type 2                             | \$30.00      | TON      | 6536   | \$196,080          | 75%                 | 21%               | 3%                |
| 806.4.1.A.1  | Asphalt for Tack Coat   | \$5.00       | GAL      | 853    | \$4,265            | 75%                 | 21%               | 3%                |
| 810.4.1.A.1  | Plant Mix Pavement  | \$150.00     | TON      | 1918   | \$287,700          | 75%                 | 21%               | 3%                |
| SSP 90410  | Adjust/Repair Irrigation System                               | \$1.50       | SF       | 8,500  | \$12,750           | 100%                |                   |                   |
| SSP 90420  | Irrigation System Complete                                    | \$36,000.00  | LS       | 1      | \$36,000           | 100%                |                   |                   |
| 1001.4.1.A.1   | Sediment Control  | \$20,000.00  | LS       | 1      | \$20,000           | 75%                 | 21%               | 3%                |
| 1102.4.1.A.1   | Street Light, (Foundation Only)                               | \$1,500.00   | EA       | 12     | \$18,000           | 100%                |                   |                   |
| 1102.4.1.E.1   | Conduit, Size 2"  | \$5.00       | LF       | 1600   | \$8,000            | 100%                |                   |                   |
| 1102.4.1.F.1   | Junction Box  | \$1,350.00   | EA       | 14     | \$18,900           | 100%                |                   |                   |
| 1103.4.1.B.1   | Traffic Control Signs   | \$12.00      | SF       | 919    | \$11,028           | 100%                |                   |                   |
| 1103.4.1.C.1   | Traffic Control Barricades, Type III                          | \$200.00     | EA       | 8      | \$1,600            | 100%                |                   |                   |
| 1103.4.1.D.1   | Traffic Control Drums   | \$50.00      | EA       | 80     | \$4,000            | 100%                |                   |                   |
| 1103.4.1.I.1   | Traffic Control Flaggers                                      | \$60.00      | MH       | 100    | \$6,000            | 100%                |                   |                   |
| 1103.4.1.J.1   | Traffic Control Maintenance                                   | \$60.00      | MH       | 100    | \$6,000            | 100%                |                   |                   |
| 1104.4.1.A.1   | Pavement Line Paint or Painted Pavement Markings              | \$0.50       | SF       | 3485   | \$1,743            | 100%                |                   |                   |
| 1104.4.1.B.1   | Thermoplastic Pavement Markings                               | \$13.00      | SF       | 1116   | \$14,508           | 100%                |                   |                   |
| 1105.4.1.A.1   | Permanent Signing   | \$25.00      | SF       | 302    | \$7,550            | 100%                |                   |                   |
| 1105.4.1.C.1   | Steel Sign Posts  | \$10.00      | LB       | 1968   | \$19,680           | 100%                |                   |                   |
| SSP 110510   | Delineators, Type 2   | \$50.00      | EA       | 28     | \$1,400            | 100%                |                   |                   |
| SSP 110520   | Delineators, Type 4   | \$50.00      | EA       | 4      | \$200              | 100%                |                   |                   |
| 2010.4.1.A.1   | Mobilization (10%)  | \$193,000.00 | LS       | 1      | \$193,000          | 75%                 | 21%               | 3%                |
| 2020.4.1.B.1   | Cast-in-Place Monument, Type B                                | \$5,000.00   | EA       | 9      | \$45,000           | 75%                 | 21%               | 3%                |
| 2020.4.1.C.1   | Furnishing and Placing Monument Frame & Cover                 | \$500.00     | EA       | 9      | \$4,500            | 100%                |                   |                   |
| 2030.4.1.A.1   | Manhole, Adjust to Grade                                      | \$1,000.00   | EA       | 9      | \$9,000            | 100%                |                   |                   |
| 2030.4.1.C.1   | Valve Box, Adjust to Grade                                    | \$750.00     | EA       | 17     | \$12,750           | 100%                |                   |                   |
| 2030.4.1.D.1   | Miscellaneous Utility, Adjust to Grade - Meter Box            | \$500.00     | EA       | 3      | \$1,500            | 100%                |                   |                   |
| 2040.4.1.A.1.1   | Fence - 3' Chainlink  | \$25.00      | LF       | 109    | \$2,725            | 100%                |                   |                   |
| 2040.4.1.A.1.3   | Fence - 6' Vinyl  | \$40.00      | LF       | 142    | \$5,680            | 100%                |                   |                   |
| SSP 205020   | Remove and Reset Existing Mailbox                             | \$500.00     | EA       | 7      | \$3,500            | 100%                |                   |                   |
| SSP 206020   | Retaining Walls   | \$150.00     | SF       | 100    | \$15,000           | 100%                |                   |                   |
| SSP 207010   | Surveying   | \$40,000.00  | LS       | 1      | \$40,000           | 100%                |                   |                   |
| SSP 20620  | Roundabout Landscaping and Lighting                           | \$65,000.00  | LS       | 1      | \$65,000           | 100%                |                   |                   |
| SCHEDULE B - WATER SYSTEM IMPROVEMENTS                                     |   |              |          |        |                    |                     |                   |                   |
| Item No.   | Item  | Unit Cost    | Pay Unit | Qty    | Total Cost         |                     |                   |                   |
| <b>DIVISION 400 - WATER</b>  |   |              |          |        |                    |                     |                   |                   |
| 401.4.1.A.1  | Water Main - 10" PVC C900                                     | \$120.00     | LF       | 250    | \$30,000           |                     |                   | 100%              |
| 401.4.1.B.1  | Cut in New Valve - 10"  | \$5000.00    | EA       | 3      | \$15,000           |                     |                   | 100%              |
| 403.4.1.A.1  | Hydrant   | \$2000.00    | EA       | 2      | \$4,000            |                     |                   | 100%              |
| 404.4.1.B.1  | Water Service 2" - Size, Residential                          | \$4,000.00   | EA       | 1      | \$4,000            |                     |                   | 100%              |
| SCHEDULE C - FORCE MAIN IMPROVEMENTS                                       |   |              |          |        |                    |                     |                   |                   |
| Item No.   | Item  | Unit Cost    | Pay Unit | Qty    | Total Cost         |                     |                   |                   |
| <b>DIVISION 500 - SEWER</b>  |   |              |          |        |                    |                     |                   |                   |
| 502.4.1.A.1  | Sanitary Sewer Manhole  | \$10,000.00  | EA       | 2      | \$20,000           |                     | 100%              |                   |
| 502.4.1.B.1  | Odor Control Manhole  | \$20,000.00  | EA       | 1      | \$20,000           |                     | 100%              |                   |
| 505.4.1.A.1.1  | 18" PVC C-905 Pressure Sewer Main                             | \$200.00     | LF       | 861    | \$172,200          |                     | 100%              |                   |
| 505.4.1.A.1.2  | 16" PVC C-905 Pressure Sewer Main                             | \$180.00     | LF       | 460    | \$82,800           |                     | 100%              |                   |
| 505.4.1.A.1.3  | 14" PVC C-905 Pressure Sewer Main                             | \$150.00     | LF       | 67     | \$10,050           |                     | 100%              |                   |
| 505.4.1.B.1  | Sewer Force Main Air/Vac Manhole Assembly                     | \$30,000.00  | LS       | 1      | \$30,000           |                     | 100%              |                   |
| <b>SCHEDULE A - ROADWAY IMPROVEMENTS SUBTOTAL</b>                          |   |              |          |        | <b>\$2,124,651</b> |                     |                   |                   |
| <b>SCHEDULE B - WATER SYSTEM IMPROVEMENTS SUBTOTAL</b>                     |   |              |          |        | <b>\$53,000</b>    |                     |                   |                   |
| <b>SCHEDULE C - FORCE MAIN IMPROVEMENTS SUBTOTAL</b>                       |   |              |          |        | <b>\$335,050</b>   |                     |                   |                   |
| <b>Construction Subtotal (Sum of all Schedules)</b>                        |   |              |          |        | <b>\$2,512,701</b> |                     |                   |                   |
| <b>Construction Contingency (10%)</b>                                      |   |              |          |        | <b>\$251,270</b>   | 75%                 | 21%               | 3%                |
| <b>Construction Engineering (16%)</b>                                      |   |              |          |        | <b>\$442,235</b>   | 75%                 | 21%               | 3%                |
| <b>Total Construction Cost (Construction and Construction Engineering)</b> |   |              |          |        | <b>\$3,206,206</b> | <b>\$ 2,417,973</b> | <b>\$ 680,576</b> | <b>\$ 107,657</b> |

Attachment B