



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 6.9.2026

Agenda Item: Authorize Replacement of two (2) Government Way Street Lights

Agenda Item Location

Consent Calendar

Recommended Motion

Motion: Move to approve a contract with Thorco Electrical Construction to replace two (2) streetlights on Government Way that have been damaged by vehicles for an amount not to exceed \$38,660.

Functional Impact of Authorizing

Two (2) streetlights recently damaged by motor vehicles located in the crosswalk near Peak Fitness and in the sidewalk near the Blue Plate Restaurant will be replaced. The City's insurance provider will reimburse a portion of these replacements but require the work to be completed.

Functional Impact of Not Authorizing

If this is not authorized, the lighting along Government Way will continue to have these lights missing, impacting the designed lighting and aesthetics of Government Way, and the City's insurance provider is likely to close the claim. Reduced visibility at night on the adjacent sidewalk and crosswalks will continue.

Fiscal Impact

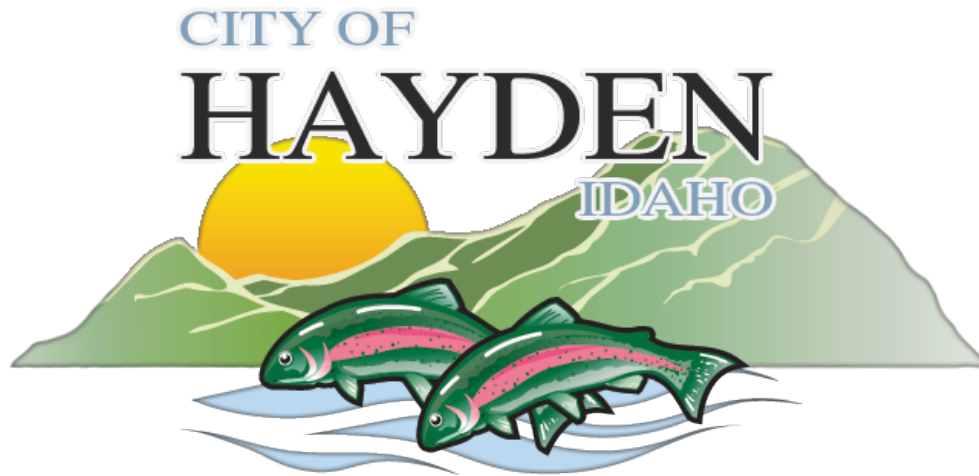
This action will be at a cost not to exceed \$38,660. The City's insurer will cover a portion of the replacement of these lights after the City pays a deductible for each. The deductible is expected to be \$10,000 for each light, and the balance of \$18,660 is expected to be reimbursed by insurance after the lights are installed.

Budget Funding Source

GL 130-899-56221 Street Lighting Maintenance

Attachments

Contract with Thorco Electrical Construction for Government Way Light Replacement
Thorco Electrical Construction Lighting Repair Bids



INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform replacement of two (2) street lights in Government Way as identified in Exhibit A.

CONTRACTOR agrees to provide all materials and services for the replacement of two (2) street lights on Government Way as indicated in Exhibit A.

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

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR an amount not to exceed \$38,660 without prior approval by Council for services associated with the replacement of two Government Way lights as described in Exhibit A.

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 _____, 2025.

ENTITY:
CITY OF HAYDEN

CONTRACTOR:
By: _____

By: _____
Mayor

Its: _____

ATTEST:

Clerk

WITNESS:

Form and content approved by the City Attorney for the City of Hayden on _____.

Exhibit A

Repair and replacement of two (2) Government Way street lights as outlined below at a not to exceed cost of \$38,660.

1. Crosswalk 16' Double Light Fixture and foundation in the North Island near Peak Fitness
2. Sidewalk 30' light pole and foundation North of Blue Plate Restaurant.



P.O. Box 2167
4950 N. Manufacturing Way
Coeur d'Alene, ID 83816
(208) 765-0648
Fax (208) 664-6890
Email: Info@thorcocda.com

TO: City of Hayden **DATE:** 03/13/26
ATTN: Ty Kovatch **FAX #**
JOB: Light Pole Replacement – Government Way
JOB LOCATION: Project 15 – North of Blue Plate
BID DATE: **TIME:** NA
DIVISION OF WORK: Electrical **ADDENDA RECEIVED:** NA
SALES TAX INCLUDED: No **BOND INCLUDED:** NA

BID ITEMS: We propose to replace the 30' light pole damaged north of the Blue Plate. The foundation will need to be replaced. The following are parts required to accomplish the repairs:

Materials:	\$ 12,995.00
Labor:	\$ 2,400.00
Equipment:	\$ 1,520.00
Traffic Control:	\$ 2,000.00
Total Repair Cost:	\$ 18,915.00

IDAHO ELECTRICAL CONTRACTORS LICENSE 3102-C
IDAHO CONTRACTORS LICENSE RCE-2268
IDAHO PUBLIC WORKS NO. PWC-C-10130-UNLIMITED-1-4

