



Memo

To: Mayor and Hayden City Council

From: Alan Soderling, Public Works Director

Date: 10-23-2026

Agenda Item: Request for Authorization of Independent Contractors Agreement with Buddy's Backhoe Service Inc.

Agenda Item Location

Consent Calendar

Recommended Action or Motion

Staff recommends the approval and authorization of the Mayor to sign the Independent Contractors Agreement with Buddy's Backhoe Service, Inc. for the connection of the public works facility sewer line in the amount of, not to exceed without prior approval, \$11,600.

Functional Impact of Authorizing

This contract will allow the public works facility to connect to the city sewer system that was installed during the Ramsey Road Gravity sewer project.

Functional Impact of Not Authorizing

If this is not authorized, then the public works facility will remain on the septic system that it currently uses.

Fiscal Impact

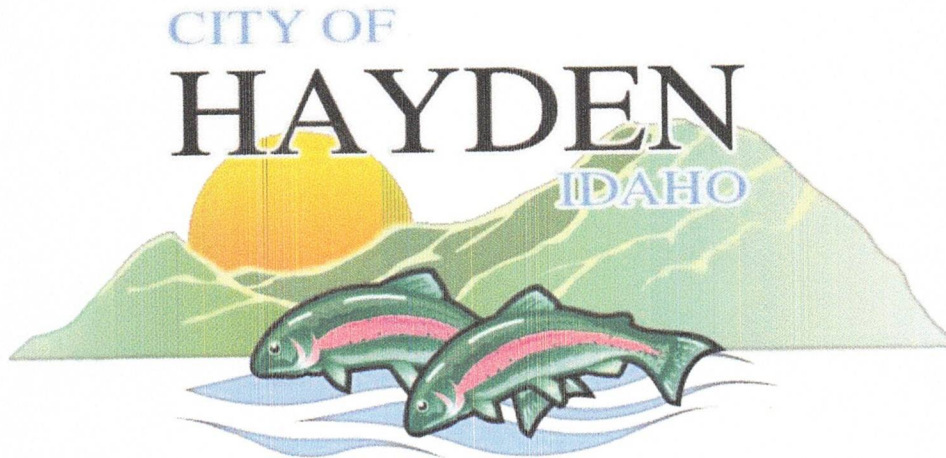
This project is included in the FY2027 budget. The agreement amount is lower than the budgeted amount; therefore, this agreement does not impact the FY2027 budget.

Budget Funding Source

GL – 110-811-54302 – PW facility Maintenance and Repair

Attachments

Independent Contractors Agreement with Buddy's Backhoe Service Inc.



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF HAYDEN, a political subdivision of the state of Idaho, herein "ENTITY" and BUDDY'S BACKHOE SERVICE, INC., herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent CONTRACTOR to complete and perform the installation of a new sewer service connection as detailed in Attachment 1 at the Public Works Facility on Ramsey Road. CONTRACTOR agrees to provide all materials and services for the project(s) in accordance with the attached written specifications and quotes.
2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that CONTRACTOR shall complete the project by November 20, 2026.
3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per Attachment 1 in an amount not to exceed \$11,600 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 19 day of Oct., 2026.

ENTITY:

CITY OF HAYDEN

By: _____

Mayor

ATTEST:

Clerk

CONTRACTOR:

BUDDY'S BACKHOE SERVICE, INC.

By: Steve J. Cooper

Its: PRESIDENT

WITNESS:

Donna H. Cooper

Dan Hall

From: Buddy Cooper <bbsinlfc@gmail.com>
Sent: Wednesday, October 14, 2026 5:03 PM
To: Dan Hall; Alan Soderling
Subject: sewer line replacement

You don't often get email from bbsinlfc@gmail.com. [Learn why this is important](#)

Dan,

Thank You for the opportunity to bid your work,

Our Bid Of \$11,600

includes the following scope of work.

1. locate sewer stub in asphalt parking lot and run approx. 70 feet to the existing pump station.
2. remove the concrete walk ways and replace with new.
3. remove and replace sod when completed.
4. remove old sewer lift station and install a new manhole base and modify 3 new troughs channels in new base, add cone and cast iron Lid. add new topsoil were needed.
- 5 add new asphalt patch to parking lot once completed.

Let me know if you have any questions. Also if you accept our bid please let us know so that we get you scheduled.

Sincerely,

Bud Cooper

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Buddy's Backhoe Service, Inc.
(208) 772-5132

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