



# Memo

**To:** Mayor and Hayden City Council

**From:** Suzanne Cano, Recreation and Community Events Director

**Date:** March 22, 2024

**Agenda Item:** 2024 Idaho Granite Works Agreement for Engraving Veterans Memorial Pavers

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## **Agenda Item Location**

Consent: 2024 Idaho Granite Works Agreement for Engraving Veterans Memorial Pavers

## **Recommended Action or Motion**

Staff recommends approval of the 2024 Idaho Granite Works Agreement for Engraving Veterans Memorial Pavers.

## **Summary**

Since 2013, the City has contracted with Idaho Granite Works to engrave pavers for the Robert. J. Gordon Veterans Memorial Plaza. The contracts have been approved each year. Veterans with an honorable discharge are permitted to purchase a paver that includes three lines of engraving. There are two times a year pavers are engraved, Memorial Day and Veterans Day. The names engraved on the new pavers are then read at the Memorial and Veterans Day ceremonies.

## **Fiscal Impact**

Veterans Memorial pavers are purchased for \$150.00 each, and each one costs \$50.00 to engrave. The remaining \$100.00 goes into the Veterans Memorial Plaza fund for continuing maintenance of the plaza and a one-time replacement paver.

## **Budget Funding Source / Transfer Request**

Monies received for pavers are receipted into GL Account 113-634-49213, Veterans Memorial Paver Sales. The payment for engraving the pavers is made to Idaho Granite Works and taken out of GL Account 113-241-54311, Veterans Memorial Maintenance.

## **Attachment**

The agreement along with Attachment "A" is included with this memo.

A handwritten signature in blue ink that reads "Suzanne Cano".

## AGREEMENT

AGREEMENT made between, and the City of Hayden, a political subdivision of the state of Idaho, herein "CITY" and Idaho Granite Works, 1655 Highland Flats Road, Naples, ID 83847, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: CITY hereby employs CONTRACTOR as an independent contractor to engrave paver bricks for the Veterans Memorial Plaza pursuant to the terms of the proposal attached hereto as Attachment "A" and incorporated as part of this agreement.
2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that the CONTRACTOR shall complete the work no later than April 26, 2024. CITY agrees to provide CONTRACTOR with pavers and names by May 10, 2024.
3. COMPENSATION: CITY agrees to pay CONTRACTOR as compensation for the work to be performed the sum of \$50.00 per brick, to be payable within thirty (30) days of completion of the engraved bricks, and acceptance by CITY.
4. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is the independent contractor of CITY and in no way an employee or agent of CITY and is not entitled to workers compensation or any benefit of employment with the CITY. CITY 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. CITY 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 that all services will be performed in a good workmanlike manner and consistent with the proposal in Attachment A. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
6. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, 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 arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives 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 \$500,000.00, which shall name and protect CONTRACTOR, all CONTRACTOR's employees, CITY, 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 CITY if requested by the CITY.

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 CITY of such coverage or that such worker's compensation insurance is not required under the circumstances if such proof is requested by the CITY.

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 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. 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.

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

13. 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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF HAYDEN

IDAHO GRANITE WORKS

\_\_\_\_\_  
Alan Davis, Mayor

By Lucinda McLeish  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Abbi Sanchez, City Clerk

## **Attachment “A”**

### **VETERANS MEMORIAL PLAZA PAVER BRICK ENGRAVING PROPOSAL**

**Contractor:** Idaho Granite Works  
1655 Highland Flats Road, Naples, ID 83847 (Business Office/Fabrication Shop/Mailing)

#### **Specifications and Understanding:**

Paver brick size is 12” x 12”.

Paver bricks will be supplied by the City of Hayden.

Paver bricks will be delivered to and picked up from Idaho Granite Works by the City of Hayden.

Paver bricks will be engraved as follows:

- Font - **Helvetica Medium 0.5 inch**
- Maximum 3 lines per paver
- Maximum 23 letters per line

Pavers and all engraving information will be delivered to Idaho Granite Works Inc. by April 26, 2024. Completed pavers will be ready to pick up May 10, 2024.

**Compensation:** \$50.00 per paver brick